

PROPOSAL for
City of Ann Arbor Fire Station No. 1
March 22, 2022



March 22, 2022

City Of Ann Arbor Fire Station #1 Renovation
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48105

RE: RFP NO. 22-16 FIRE STATION NO. 1 RENOVATION

Dear Chief Kennedy,

We are excited to see the City of Ann Arbor improving its fire department facilities. The logistics of making cost conscious improvements and creating efficient operations have been challenging over the last few years. The fact is without the proposed enhancements to the Guy C. Larcom Municipal Building, the City of Ann Arbor wouldn't have safe and efficiency space for personel providing vital safety services. You deserve facilities that are well-built, operate efficiently and improve overall Fire department's maintenance and operations capabilities.

At A.R. Brouwer, we understand the complexities of making improvements to buildings without impeding day-to-day operations. We are helping clients meet current material supply chain obstacles to avoid construction delays. Our construction veterans will employ their innovative experience to optimize the construction process and minimize any disruption in City of Ann Arbor's Fire department services.

We're here to help, and here's how:

- With over 23 years of experience providing Construction Management services in southeastern Michigan, we have the workforce, supplier relationships, and processes that clients value.
- Value engineering is not cost-cutting. Our innovative team investigates options and develops creative solutions without compromising the integrity of your project.
- Construction projects are complex. Collaboration is vital, and our network of qualified and trusted subcontractors helps us identify solutions to keep your project on track.

When you work with the team at A.R. Brouwer, you're working with professionals who understand building systems integration, develop realistic schedules, anticipate cost and schedule challenges, and deliver projects safely.

We're looking forward to working with you on this project.

Respectfully,



Jeff Loveland
Business Development Manager

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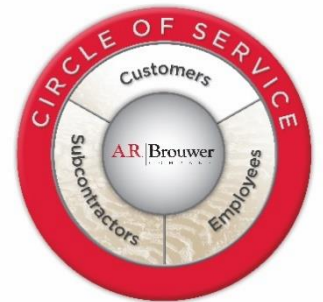
Qualification Statement

For over twenty-three years, A.R. Brouwer Company has provided Construction Management, General Contracting and Design/Build services for commercial construction projects throughout southeastern Michigan. Our success in providing quality workmanship that meets our customers' budget and schedule requirements is proven by our high number of repeat customers and client referrals.

Our mission at A. R. Brouwer Company is to deliver high quality and cost-effective commercial construction projects to our clients, on time and on budget. We develop long-term relationships with our customers, subcontractors, partners and employees who share our commitment to professionalism and exceptional workmanship.

We pride ourselves on project diversity, which has allowed us to gain the experience and knowledge for almost all types of construction projects. We've completed projects that include but are not limited to industrial office, institutional, retail, restaurant, childcare, interior and exterior renovations, medical, biomedical, financial, student housing, wellness centers, athletic centers, even a timber frame barn. Due to the wide variety of projects that we have completed, we have the experience to manage the complexity of your project and problem solve quickly and efficiently.

A. R. Brouwer Company also feels that it is imperative to have an exceptional working relationship with our customers, subcontractors and employees, we call this our Circle of Service. We truly believe that our Circle of Service defines the culture of A. R. Brouwer Company and our commitment to our customers, employees and subcontractors. We feel that this circle encompasses how we do business and has a large impact on our core values and the importance we place on collaboration. We need all three to successfully complete our projects and to fulfill our mission. We dedicate ourselves to being proactive and responsive members of the project team. We look forward to the opportunity to work with you.



PROJECT EXPERIENCE

LYON TOWNSHIP OFFICES ADDITION/RENOVATION



Lyon Township is located in Oakland, MI. This project involves improvements to the Township Hall, Sherriff's Office and the site. The Township Hall Office includes a 5000 SF addition with a full basement and a complete renovation of the existing office space. The expansion provides new office and lunchroom space. The enhancements to the existing building include new paint, flooring, lighting and a welcoming lobby. An elevator was installed to provide accessibility to the new basement.

WEBER'S EXTERIOR RENOVATION



Renovation and remodeling of the historic Weber's Hotel began in February of 2011. The project was divided into three parts, all of which were constructed simultaneously, and with business continuing to operate.

- Part I featured a new entrance to the hotel, boasting a dramatic Porte Cochere.
- Part II included remodeling the Habitat Lounge and Weber's Restaurant entrance.
- Part III consisted of replacing all the exterior windows, as well as applying a new façade to a majority of the building.

WESTGATE EXTERIOR RENOVATION



Westgate Shopping Center is home to one of the oldest outdoor malls in Ann Arbor. This project consisted of the structural and aesthetic renovation of the 1400 lineal feet of canopy for Westgate including new siding, sheathing, canopy lights, and new columns. Safety was a primary concern as businesses remained open, we worked closely with the owner and tenants to advise a plan that entailed the utmost safety measures for employees and customers.

ATTACHMENT B - MAJOR PROJECTS IN THE PAST 5 YEARS



MAJOR CONSTRUCTION PROJECTS IN LAST 5-YEARS

NAME OF PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	PROJECT SIZE	PERCENT COMPLETE	COMPLETION DATE	% OF WORK PERFORMED BY OWN FORCES
Variety Die Expansion 2221 Bishop Circle East, Dexter, MI 48130	Variety Die & Stamping Jonathan Woods 734-426-4488	Meier Architects	\$1,779,000.00	12,000 SF	0%	2022	0%
Kheti Facility 888 N. Territorial, Whitmore Lake, MI 48189	Nova Development Kishan Sutariya	A. Lane Architecture	\$5,028,360.00	29,850 SF	5%	Fall 2022	0%
Dick Huvaere 67567 Main St., Richmond, MI 48062	Dick Huvaere Land, Inc. Ryan Roscia 586-727-7577	WahYee Associates	\$15,000,000.00	65,426 SF	25%	Winter 2022	0%
Montibeller Park 4305 Ellsworth, Ypsilanti, MI 48197	Pittsfield Township Kurt Weiland 734-722-3127	Stantec Consulting	\$1,404,510.00	5800 SF	50%	February 1, 2022	0%
Lewis Jewelers 300 South Maple, Suite 1, Ann Arbor	DNL Holdings Jon Farnsworth -lewisa2@lewisjewelers.com	Metro Group Architects	\$1,775,900.00	10,500 SF	25%	Summer 2022	0%
Maple Center 300 S Maple, Ann Arbor, MI 48103	Maple Center Investments Rob Bulszewicz 313-701-9400	Metro Group Architects	\$3,350,000.00	25,700 SF	25%	Summer 2022	0%
Utilities Instrumentation Services 2290 Bishop Circle East, Dexter, MI 48130	UIS Real Estate Chris Knight 734-426-1200	Adrian Design Group	\$2,905,000.00	20,000 SF	100%	July 13, 2021	0%
Lyon Township Office and Sheriff's Office Renovation & Expansion 58000 Grand River Ave, New Hudson, MI 48165	Lyon Township John Dolan 248-437-2240	Lindhout Associates Architects	\$3,813,000.00	25,308 SF	100%	September 30, 2021	0%
Genacross 190 Pleasant Knoll Drive, Adrian MI 49221	Genacross Lutheran Services Rick Marshall 419-324-0947	Adrian Design Group	\$1,355,500.00	5600 SF	100%	September 30, 2021	0%
Aldi - Canton 42053 Ford Road, Canton, MI 48187	Aldi Inc. Curt Petrak 517-480-4789	Mosure Consultants	\$1,590,000.00	18,972 SF	100%	November 1, 2020	0%
Grandview Commons Condominiums 7931 Grand st., Dexter, MI 48130	MMB Equites LLC Steve Brouwer 734-426-9980	Bowers & Associates	\$15,000,000.00	76 Condominium Units, duplexes, townhomes, and stacked units on 7.6 Acres	50%	2023	0%
Grandview Sitework 7931 Grand st., Dexter, MI 48130	MMB Equities, LLC Steve Brouwer 734-426-9980	Bowers & Associates	\$2,041,000.00	7.6 Acres	75%	2023	0%
Westgate Shopping Center 2463 W Stadium, Ann Arbor- MI 48103	JDP Management Jody Mendelson 248-505-0452	A3 Studios	\$1,453,000.00	1400 Lineal Feet Exterior façade remodel	100%	July 1, 2020	0%
Aldi - Ann Arbor 2340 Dexter Rd., Ann Arbor, MI 48103	Aldi Inc. Curt Petrak 517-480-4789	Mosure Consultants	\$1,175,800.00	18,719 SF	100%	October 18, 2019	0%
Aldi - Westland 707 S. Wayne Rd, Westland, MI	Aldi Inc. Curt Petrak 517-480-4789	Mosure Consultants	\$1,435,000.00	18,998 SF	100%	August 1, 2019	0%
Scio Farms Clubhouse 6655 Jackson Rd, Ann Arbor, MI 48103	Sun Scommunities Kevin Bennett 248-208-2500	REM Design	\$1,350,000.00	6200 SF Renovation, Expansion and Pool	100%	March 1, 2019	0%

				Installation			
EPMG All Phases 2000 Green Rd., Ann Arbor, MI 48105	EPMG Jim Branch 734-995-3764	MAV Development	\$2,320,000.00		100%	April 1, 2019	0%
Lydon Township Hall Renovation 17751 N. Territorial Road, Chelsea, MI 48118	Marc Keezer, Lyndon Township Marc Keezer marckeezer@gmail.com	Meier Architects PC	\$745,600.00	2800 SF Addition, fire truck stall, and interior renovation	100%	August 1, 2019	0%
Aldi Howell #51 2260 E. Grand River Ave., Howell, MI 48843	Aldi Inc. (Michigan) Curt Petrak 517-480-4789	Gaspare Accordo	\$1,499,000.00	19,636 SF	100%	August 1, 2018	0%
Ube Machinery 5700 S. State St, Ann Arbor, MI 48108	Pat Berry, Ube Machinery Pat Berry 734-645-4645	Wah Yee Associates	\$2,527,000.00	22,500 SF Expansion	100%	July 1, 2018	0%
Toll Brothers - North Oaks Clubhouse 3237 Ardley Ave, Ann Arbor, MI 48105	Toll Brothers, Inc. Jeff Brainard 248-255-1834	A3C Architects	\$2,323,550.00	12,000 SF	100%	May 31, 2018	0%
Variety Die Phase 2 2221 Bishop Circle East, Dexter, MI 48130	Variety Die & Stamping CO. Jon Wood 734-426-4488	Meier Architects	\$2,308,500.00	29,350 SF Addition	100%	February 1, 2018	0%
Aldi Redford #78 25851 Grand River Ave, Redford Township, MI 48240	Aldi Inc. (Michigan) Curt Petrak 517-480-4789	Mosure Consultants	\$1,295,000.00	19,210 SF	100%	September 1, 2017	0%
Aldi Oak Park 26300 Greenfield Rd., Oak Park, MI 48237	Aldi Inc. (Michigan) Curt Petrak 517-480-4789	MS Consultants	\$1,610,287.00	19,665 SF	100%	December 1, 2017	0%
Enterprise Sales Office and Office Renovation 29301 Grand River Ave., Farmington Hills, MI 48336	Enterprise Leasing Company Ashby Donohue 248-426-1400	Wah Yee Associates	\$2,200,000.00	Interior renovation of head quarters	100%	January 1, 2017	0%
Dawn Foods 2001 Micor Rd., Jackson, MI 49203	Dawn Food Products, Inc. Greg Hebert 517-768-6262	Design-Forum Architects	\$1,200,000.00	12,000 SF Renovation	100%	October 31, 2016	0%
Aldi Inc. - Lansing 6555 S. Pennsylvania Ave, Lansing, MI 48911	Aldi Inc. (Michigan) Curt Petrak 517-480-4789	MS Consultants	\$1,100,000.00	17,413 SF	100%	July 31, 2017	0%
Enterprise Rental Car 29301 Grand River Ave., Farmington Hills, MI 48336	Enterprise - Romulus Robert Baker 248-426-1632	Wah Yee Associates	\$1,100,000.00	3500 SF new sales office and underground detention system	100%	November 30, 2016	0%
Aubree's Pizzeria and Grill 1329 S. Main Street, Adrian, MI 49221	Adrian Capital LLC Robert Bulszewicz 734-458-1800	Adrian Design Group	\$1,000,000.00	7000 SF	100%	November 30, 2016	0%
Novi Town Center - Fountain Shops 43345 Crescent Blvd., Novi, MI 48375	Novi Town Center Investors, LLC Jim Clear 248-347-3830	Wah Yee Associates	\$1,700,000.00	7000 SF	100%	November 16, 2015	0%
Dan Hoey Medical 7225 Dan Hoey Road, Dexter, MI 48130	BLMS, LLC Brent Kolb 734-426-9000	Wah Yee Associates	\$1,800,000.00	6300 SF	100%	July 1, 2016	0%
Real Life Barn 48670 Geddes Rd., Canton, MI 48188	Don Fraser, Real Life Farm Don Fraser 734-564-8288	Wah Yee Associates Architects	\$1,700,000.00	12,700 SF	100%	April 1, 2016	0%
Aldi - Okemos 5165 Marsh Road, Okemos, MI 48864	Aldi Inc. (Michigan) Curt Petrak 517-480-4789	MS Consultants	\$1,500,000.00	17,000 SF	100%	November 6, 2015	0%
Legacy Phase 1A 9480 Goble Dr., Brighton, MI 48116	Legacy Center LLC Rodney Goble 810-231-9288	O/X Studio, Inc.	\$1,900,000.00	16,676 SF	100%	May 31, 2015	0%
MC3 2555 Bishop Circle West, Dexter, MI 48130	Ted Chittenden, MC3 Ted Chittenden, 734-995-9089	Hobbs & Black	\$5,400,000.00	56,000 SF	100%	June 30, 2015	0%



Steven Brouwer, P.E. – President

Steve holds a Bachelor's (1984) and Master's Degree (1985) in Civil Engineering from the University of Michigan, and has over 36 years of industry experience. From 1985 to 1994 he worked in commercial construction as a project manager and estimator. In 1994 Steve was promoted to Director of Estimating and worked as such until 1998 when he founded A.R. Brouwer Company in Dexter, Michigan. Mr. Brouwer continues to serve as President of A.R. Brouwer Company, performing most of the sales and estimating work, as well as managing the firm.



Dave Niswonger – Vice President of Operations

Dave holds a Bachelor's Degree (1991) in Business Administration from Central Michigan University, with a double major in Marketing and Management. Dave has over 30 years of experience in the construction industry managing and estimating projects. Joining A.R. Brouwer Company in 2003 as a Project Manager, Dave accepted the role of Vice President in 2004. Dave's responsibilities as Vice President include leading and managing the operations department, managing the estimating processes, and risk management.



Kurt Peterson – Project Manager

Kurt holds an Associate of Applied Science Degree in Architectural Technology and a Bachelor of Science Degree in Construction Management from Ferris State University. He has 20 years of experience in commercial construction with a focus on corporate and government projects. His role involves coordinating with architects, engineers and owners throughout all phases of projects, providing value engineering, developing schedules and budgets, and managing projects to ensure timely completion within the allocated budget.

Larry
Hein

Larry Hein – Superintendent

Larry has over 35 years of experience working in the construction industry. His experience includes owning his own business completing home improvements, commercial build-outs, and condominium maintenance. He has rough, display, and commercial carpentry experience as well. His role will include on-site supervision, scheduling, coordinating subcontractors, providing quality control, following and implementing safety plan and schedules, coordinating municipal inspections, and providing timely communication to project team.



Colleen Yorick – Project Engineer

Colleen holds a Bachelor of Science degree in Construction Management from Michigan State University. She has over twenty years of experience in commercial and residential industries including but not limited in hospitality, restorations, high-rise living, Historical landmarks, material testing, and more. Her role as a Project Engineer involves assisting the Project Managers along with supporting the Site Supervisors. She is involved from the startup through the closing of the projects. She assists with communication between the Architects, Engineers, owners, and the subcontractors through documentation of RFI's, submittals, and drawings.



Mary Kaye LaFontaine – ACCOUNTING

Mary Kaye holds a Bachelor's of Science Degree (1990) in Biology and Chemistry from Eastern Michigan University. She has been the accountant for A.R. Brouwer Company for 10 years and has over 18 years of industry-specific accounting experience for commercial construction projects and managed properties. Mary Kaye works with customers and project managers for all billing activities including sworn statements, lien waivers and payment applications. She provides accounting and billing support for every project.

PROJECT APPROACH

As the General Contractor, the A. R. Brouwer Co. LLC will prepare schedules, maintain the budget, award subcontracts, supervise field work, monitor the safety of all personnel, prepare pertinent progress reports, and close-out the project. The specifics of our general contracting services are described below.

Project Management

A. R. Brouwer manages our construction projects with Procore, a cloud-based construction management software. The following information will always be available to the team:

- Drawings
- Owner Change Orders
- Change Orders/Change Order Log
- Overall Project Schedule
- Three Week Schedule
- RFIs/RFI Log
- Submittals/Submittals Log
- Daily Field Report
- Photos
- Monthly Status Reports
- Owner Invoices
- Permits/Inspections
- Meeting Minutes

Communication

Communication will be a team approach. The Project Manager will be in regular contact with the City of Ann Arbor to ensure goals and expectations are being met.

The Project Manager will also keep the project team updated on a regular basis. The PM will attend the progress meetings during the construction phase. Meeting minutes will be issued to the project team after each meeting. A project report will be prepared for each monthly meeting. It will include the following items:

Updated Budget – Including all pending change orders, approved change orders and potential additional costs.

Updated Schedule – The current percent complete and critical path will be highlighted. The major upcoming items in the next month will also be identified and summarized. Any potential issues will also be summarized.

Submittal Log – The status of the shop drawing approvals will be summarized. Items requiring attention will be identified.

RFI Log – The status of the RFIs will be summarized. Items requiring attention will be identified.

Open Issue Log – The status of the Issue Log will be summarized. Issues requiring attention will be identified.

Progress Photos – Photos of the work completed in the prior month will be provided.

The day to day job site communication will be handled by the on-site superintendent.

This person will:

- Prepare Daily Reports documenting the job site progress, conversations, safety concerns and important notes for the day.
- Maintain the three-week schedule for the project and distribute it to the subcontractors and management team.
- Review approved shop drawings and submittals and inspect installations to ensure conformance with the project documents.
- Submit RFIs to address field issues as they arise.
- Maintain regular contact with the subcontractors, inspectors, project manager and management team to ensure the project schedule and quality objectives are achieved.

Mobilization and Close-out

Our mobilization plan will be formulated during the pre-construction phase as overall project requirements are defined. We will review the plan with the subcontractors during the award phase to make sure they understand the project scope, submittal requirements and quality expectations. This approach will improve jobsite efficiency and avoid delays.

Our close-out plan will also be formulated during the pre-construction phase. We will identify the close-out documentation required to ensure it is either provided with the original submittal package or provided when the equipment arrives on site. A comprehensive equipment list will be established along with the required training schedule for the maintenance personnel. Our staff will verify that the equipment and products delivered to the jobsite comply with the project specifications. The manufacturer's start up procedures will be followed and documented. The closeout package will include:

- As-Built Drawings
- Operation and Maintenance Manuals
- Test and Balance Report
- Warranty Information
- Subcontractor Guarantees
- On-site Training and Training Manuals
- List of Subcontractors and Suppliers
- Certificate of Occupancy
- Approved Shop Drawings
- Any stock material required in the specifications

Risk Management

Subcontractor and supplier selection are a major component of risk management. A. R. Brouwer will only contract qualified to subcontractors. They must embrace our team approach and demonstrate their financial capabilities. We will review their EMR and confirm their commitment to safety.

We will execute detailed subcontracts to ensure the contract documents, scope of work and schedule are clearly defined.

A notice of commencement will be filed with Washtenaw County and forwarded to each subcontractor who requests a copy. Our accounting department will track the notice of furnishing received to confirm full unconditional waivers are signed by each subcontractor and supplier on the list. For the large subcontracts, we will request sworn statements and waivers of lien from the subcontractors to ensure their sub-subcontractors and suppliers are being paid.

Cost Control

The project budget and change orders will be input into Procore. Additional costs typically arise due to a change in scope or a change in schedule. By carefully reviewing the project documents, preparing a detailed scope of work and writing a complete subcontract, we clearly communicate the project requirements, eliminate possible misunderstanding during construction and the associated costs. By preparing a complete project schedule prior to mobilization, reviewing it with the subcontractors and maintaining it on a regular basis, we can identify potential issues before they arise and work with the entire team to finish each phase on time.

Change Order Management

In the event a change order is required, we will issue the bulletin drawings to the affected subcontractors for pricing. Each quote will be carefully reviewed, summarized, submitted as a request for change order to the City of Ann Arbor and logged in Procore. When the change order request is approved, the subcontractor change orders will be issued.

In the event a field condition requires a prompt response, our staff will contact the City of Ann Arbor team to discuss the situation, the proposed solution and obtain approval to proceed. The cost documentation from the subcontractors will be carefully reviewed to ensure it conforms with the additional work authorized prior to submitting the change order request.

Quality

Our staff and subcontractors will work diligently to deliver a quality building to The City of Ann Arbor. We will carefully select subcontractors who share this goal. Our staff will review the submittals to ensure the correct materials and equipment are being provided. Materials and equipment will be inspected upon delivery to confirm they match the submittals and finish schedule.

RFIs will be issued as required to answer questions. We will work with the subcontractors to submit clear and concise requests as well as a possible solution. Where applicable, we will include cost and schedule implications with the RFI so all team members have a full understanding of the item to be resolved.

Our staff and subcontractors will also work conscientiously to minimize the punch list. Items will be corrected as they are identified not deferred until the end of the project.

The Project Manager will frequently visit the site to critique the work, provide direction and identify required corrections.

SAFETY PROGRAM

Jobsite safety for the construction personnel, our staff, the project team and any visitor is vital. We will prepare a site specific safety plan that identifies as well as mitigates potential safety hazards and submit it to the City of Ann Arbor for review and comment. The safety plan will be provided to the subcontractors and the safety checklist will be reviewed with them as part of their project kick-off meeting. Our superintendent will monitor the jobsite daily. Our project manager, superintendent and safety officer will tour the jobsite weekly to ensure the safety plan is being followed.

Each subcontractor will also be required to submit their individual safety plans and hold regular safety "Toolbox" talks while their crews are on site. Subcontractors will be required to hold an orientation meeting with their personnel before working on the site. Use of personnel protection equipment including hard hats, eye and ear protection, appropriate clothing and COVID-19 measures will be enforced.

A.R. Brouwer Company works with National Safety Resource Center for each of our site-specific safety programs. They include weekly visits to the site by their safety inspectors, as well as all daily documentation required.

"National Safety Resource Center has provided on-site safety for numerous projects for A.R. Brouwer Company. With no recorded accidents, A.R. Brouwer Company has an exceptional safety record. Throughout the duration of each project, A.R. Brouwer personnel have demonstrated their dedication to safety. A.R. Brouwer Company personnel are also experienced, properly trained and personable."

-Chris Streb, National Safety Resource Center

NSRC provides the following services for the A.R. Brouwer Company safety program:

- Develop site specific safety programs. Ensure subcontractor compliance with site specific safety programs. Ensure safety documentation is completed and up-to-date.
- Review subcontractor safety history. Ensure proper corrective actions were taken to prevent repeated safety violations.
- Provide on-site safety training for A.R. Brouwer Company employees and subcontractors who need certification for specific tasks or equipment. Provide training for A.R. Brouwer Company employees and subcontractors with repeated violations while performing specific tasks or using equipment.
- Conduct weekly safety audits. Identify, address, and correct safety hazards. Highlight safe work practices observed.
- In the event of an accident, conduct an investigation to identify root cause, develop abatement procedures, and create a lessons learned.
- In the event of an OSHA inspection, NSRC personnel will be on-site during the inspection; help reduce or eliminate citations and/or fines assessed.

Below is an excerpt from the A.R. Brouwer Company Safety Policy Statement:

The leadership of A.R. Brouwer Co. and its subsidiaries, affiliates and divisions sincerely cares about its employees and is committed to working with our employees to provide and maintain a safe and healthful workplace in our offices, shops, field sites and in the services we provide through our maintenance operations. We believe all incidents and accidents are preventable and we are committed in assisting our employees to achieve this same mentality and outcome....

... Our policy requires that each one of us take on the personal responsibility to properly understand the hazards we face in the execution of our work tasks and mitigating the hazard prior to commencement of the

work at hand. We are all empowered to act to ensure our own safety. ... Employees must immediately report all accidents and injuries as well as allow the company to learn from the situation and avoid a repeat event in the future...

It should be everyone's goal to ensure that all make it home safe to our family's each and every day. Like other non-negotiable elements of the company. ... Compliance with the company's commitment to safety and our procedures that are designed to promote a safe work environment will be required of all employees as a condition of employment. Policies and procedures contained within the Safety and Health Manual are incorporated as standard practice for A.R. Brouwer Co.

In an effort to ensure safety of all parties involved, we will pre-qualify all potential subcontractors through review of safety programs, safety training documents and safety statistics. All subcontractors will have an EMR below one.

The commitment to safety is across the board from management to field operations. From top to bottom, the primary focus on what we do will be on the presence of a safe working environment.

A.R. Brouwer Company's complete safety program is available upon request.



April 23, 2021

Insured - AR Brouwer LLC
Policy Number – WCJ0005026

Re: AR Brouwer LLC

The intrastate Experience Modification Rating for the insured are as follows for the terms noted:

Policy Term	Experience Modification
04/01/2021-04/01/2022	0.51
04/01/2020 - 04/01/2021	0.48
04/01/2019 - 04/01/2020	0.48

This the most up to date experience rating available. If any further information is required for this insured, please contact me.

Thank you,

Deb Lukas

Deb Lukas
Michigan Insurance Company



LOG OF WORK RELATED INJURIES AND ILLNESSES

Year 20 **21**

**Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration (MIOSHA)**

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

Form Approved OMB No. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in Public Law of 1970 (P.L. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 1974, Part 11, Michigan Administrative Rule for Recording and Reporting of Injuries and Illnesses. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (MIOSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local MIOSHA office for help. You may be fined for failure to comply.

ESTABLISHMENT NAME A.R. Brouwer Company, LLC		
CITY Dexter	STATE Michigan	ZIP 48130

IDENTIFY THE PERSON			DESCRIBE THE CASE			CLASSIFY THE CASE													
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the one most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:							
						Death (G)	Days away from (H)	Remained at work		Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M)							
		Job transfer or restriction (I)		Other recordable cases (J)		Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)			Hearing Loss (5)	All other illnesses (6)						
1	Ron Evangelista	Superintendent	02-12-21	Lyon Twp Parking lott	Broke left arm slipping on ice					<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
Page totals						0	0	0	0	0	0	0	0	0	0	0	0	0	0

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact:

Michigan Department of Licensing and Regulatory Affairs, MIOSHA, MTSD,
7150 Harris Dr. P.O. Box 30643, Lansing MI 48909-8143. (517) 322-1848.
Do not send the completed forms to this office.

Hearing Standard Threshold Shifts must be recorded under Column 5

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

(1) Injury
(2) Skin Disorder
(3) Respiratory Condition
(4) Poisoning
(5) Hearing Loss
(6) All other illnesses

WORKFORCE DEVELOPMENT

A.R. Brouwer Company is actively working in the following ways to contribute to Workforce Development locally:

- Provides competitive living wages, health insurance, paid leave including maternity leave, 401k retirement plans with company matching, and incentive bonus programs
- Company structure includes quarterly conversations between managers and each teammate to encourage individual growth plans, training, and communication
- Supports local education and training by recruiting with WCC, U of M, and Eastern Michigan construction and engineering programs to provide paid intern opportunities and permanent construction management positions
- The majority of our “trade” sub-contractors are structured union businesses that have apprenticeship programs
- Supports local businesses whenever possible.

Our core values for workforce development are based around supporting the construction trades as valued career choices. We are creating a culture that regularly reviews and updates training at all levels of the organization for continuous learning.

SOCIAL EQUITY AND SUSTAINABILITY

A.R. Brouwer Company's team prides itself on being on the cutting edge of social equity and sustainability. We've evolved from the previous goal of reducing the amount of natural resources, so they're available to future generations to a more robust view that includes the following items:

- Inclusive hiring policies, never excluding anyone based on gender, country of origin, race, or other demographic markers
- Hiring subcontracts that provide Workers Compensation insurance coverage
- Develop operating efficiencies
- Value engineer every job for environmentally conscious materials and cost-saving opportunities
- Use quality locally manufactured materials when possible
- Provide safe working conditions for employees, subcontractors, and customers
- Pay living wages to lower the need for additional social programs
- Provide quality health care benefits and work with partners that do as well
- Reduce construction waste
- Recycle products when possible
- Eliminate discriminatory policies
- Give back to the community

An essential step in providing social equity is hiring suitably qualified subcontractors. A.R. Brouwer Company has long-standing relationships with numerous local subcontractors. Not only are they local, but they understand the level of quality and collaboration needed to meet these goals for A.R. Brouwer Company.

A.R. Brouwer Company has a zero violation and penalties record with all government agencies.

The A.R. Brouwer team is comprised of 10% that resides in the City of Ann Arbor and 70% that resides in Washtenaw County. The majority of our sub-contractors are based in Washtenaw County.

Evidence of our commitment to social equity is clear laid out in the following paragraphs from our handbook-

EQUAL EMPLOYMENT OPPORTUNITY

A.R. Brouwer Co. will provide equal employment opportunity without regard to race, religion, color, national origin, citizenship, age, sex, height, weight, marital status, handicap/disability, sexual orientation, gender identity or any other characteristic protected by law.

This applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

DISCRIMINATION/HARASSMENT

It is the policy of the Company to maintain a work environment free from all forms of discrimination and/or harassment.

The Company specifically prohibits sexual harassment. Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct or communication is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct or communication by an individual is a factor in decisions affecting such individual's employment; or (iii) such conduct or communication has the purpose or effect of unreasonably interfering with an individual's work performance, has the purpose or effect of creating an intimidating, hostile or offensive working environment or otherwise adversely affects an individual's employment opportunities.

Sexual harassment includes a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic or classification is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, gender, age, national origin, disability, height, weight, marital status, familial status, sexual orientation, gender identity, or any other characteristic protected by federal, state or local law, including characteristics of the individual's relatives, friends or co-workers, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to, epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

SCHEDULE OF PRICING/COST

Company: A.R. Brouwer Company

Base Bid – (use for lump sum bid)

For the entire work outlined in these documents for **Fire Station 1 Renovation**, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

One Million one Hundred Ninety Five Thousand Four Hundred Dollars (\$ 1,195,400.00)

AUTHORIZED NEGOTIATOR/NEGOTIABLE ELEMENTS (ALTERNATES)

AUTHORIZED NEGOTIATORS: Steve Brouwer
stevebrouwer@arbrouwer.com
(734)426-9980

Jeff Loveland
jloveland@arbrouwer.com
(734)216-3516

NEGOTIATIBLE ELEMENTS (VOLUNTARY ALTERNATES):

- | | |
|--|-------------------|
| 1) Acoustical Ceiling Tile:
Use Certainteed Cashmere (CM-454) in lieu of specified product. | DEDUCT (\$12,750) |
| 2) Fire Alarm System:
No duct new detectors were indicated on drawings, if required they can be added at \$1,100/unit. | ADD \$1,100/unit |
| 3) Fire Alarm System:
Add coverage to 2nd floor areas not in the renovation scope (Gym, Dining Room, TV Room, Kitchen, Pantries, Hose Tower, Locker Room, Men's Restroom/Shower, and Women's Restroom/Shower) that were excluded from Johnson Controls bid. | ADD \$7,700 |

EXCLUSIONS:

- 1) Fire alarm monitoring is not included.

City of Ann Arbor
RFP No.22-16 Fire Station No. 1 Renovation
A.R. Brouwer Company
3/22/2022

Division 1 - General Requirements	124,400.00
Division 2 - Existing Conditions	93,715.00
Division 3 - Concrete	4,500.00
Division 5 - Metals	1,850.00
Division 6 - Wood, Plastics & Composites	183,650.00
Division 7 - Thermal & Moisture Protection	8,700.00
Division 8 - Openings	65,740.00
Division 9 - Finishes	123,720.00
Division 10 - Specialties	15,530.00
Division 12 - Furnishings	In Division 6
Division 21 - Fire Supression	25,250.00
Division 22 - Plumbing	54,210.00
Division 23 - HVAC	136,935.00
Division 26 - Electrical	254,900.00
Division 27 - Low Voltage Systems	21,700.00
Division 28 - Electronic Safety & Security	In Division 26
Division 32 - Exterior Improvements	In Division 3
Labor & Material Bond	17,700.00
CM Fee	<u>62,900.00</u>
TOTAL	1,195,400.00

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1259456

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That A.R. Brouwer Co., LLC
2830 Baker Road, Suite 100 Dexter, MI 48130 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto City of Ann Arbor
301 East Huron Street Ann Arbor, MI 48107 (hereinafter called the Obligee)
in the full and just sum of 5 % Percent of Total Bid Amount Dollars
(\$ 5 %) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 22nd day of March, 2022 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to
the Principal for

Fire Station 1 Renovation

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall,
in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not
exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other
legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory
bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

A.R. Brouwer Co., LLC

WITNESS:

Kelly Miller
(If individual or firm)

[Signature], PRINCIPAL
By: Stewart Brouwer (SEAL)
President

ATTEST:

(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: [Signature]
Marcia J. Miller, Attorney-in-fact



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000
BondNo.B 1259456

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Marcia J. Miller

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: One Million Dollars (\$1,000,000.00)

Signed this 22nd day of March, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

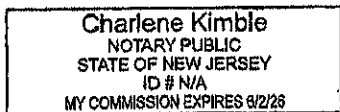
By: [Signature]
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



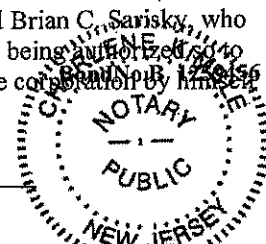
CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 22nd day of March, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



[Signature]
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid

Signed this 22nd day of March, 2022

[Signature]
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

GENERAL DECLARATIONS

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

Ladies and Gentlemen:

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

The Bidder acknowledges that it has not received or relied upon any representations or 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 2nd DAY OF March, 2022.

A.R. Brouwer Company
Bidder's Name


Authorized Signature of Bidder

2830 Baker Rd, Dexter, MI 48130
Official Address

Steve Brouwer
(Print Name of Signer Above)

(734) 426-9980
Telephone Number

stevebrouwer@arbrouwer.com
Email Address for Award Notice



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)

*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:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

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

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

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

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

Authorized Official

 Date 3/22, 2022

(Print) Name Steve Brouwer Title President

Company: A.R. Brouwer Company

Address: 2830 Baker Rd. Dexter, MI 48130

Contact Phone (734) 426 -9980 Fax () _____

Email stevebrouwer@arbrouwer.com

LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/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.

A.R. Brouwer Company

Company Name

2830 Baker Rd

Street Address

Signature of Authorized Representative

Date

Dexter, MI 48130

City, State, Zip

Steve Brouwer, President

Print Name and Title

(734) 426-9980

Phone/Email address

PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

A.R. Brouwer Company

Company Name



Signature of Authorized Representative

3/22/22

Date

Steve Brouwer, President

Print Name and Title

2830 Baker Rd, Dexter, MI 48130

Address, City, State, Zip

(734) 426-9980 / stevebrouwer@arbrouwer.com

Phone/Email address

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

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.

A.R. Brouwer Company
Company Name


Signature of Authorized Representative

3/22/12
Date

Steve Brouwer, President
Print Name and Title

2830 Baker Rd, Dexter, MI 48130
Address, City, State, Zip

(734) 426-9980 / stevebrouwer@arbrouwer.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