

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**LEE CONTRACTING, INC. dba
MIDWEST POWER SYSTEMS
631 CESAR E. CHAVEZ
PONTIAC, MI 48342**

OWNER:

(Name, legal status and address)

**CITY OF ANN ARBOR
301 E. HURON STREET
ANN ARBOR, MI 48104**

SURETY:

(Name, legal status and principal place
of business)

**LIBERTY MUTUAL INSURANCE
COMPANY
175 BERKELEY STREET
BOSTON, MA 02116**

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

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

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

PROJECT:

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

**Instrumentation and Controls Improvements
Ann Arbor, MI**

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

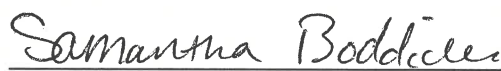
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this **12th**

day of **May, 2026**

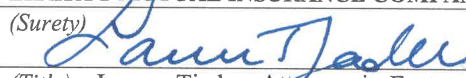

(Witness)


(Witness)

LEE CONTRACTING, INC. dba MIDWEST POWER SYSTEMS

(Principal)  (Seal)

(Title) **Krista Fish CAO**
LIBERTY MUTUAL INSURANCE COMPANY

(Surety)  (Seal)

(Title) **Lauren Tjaden, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

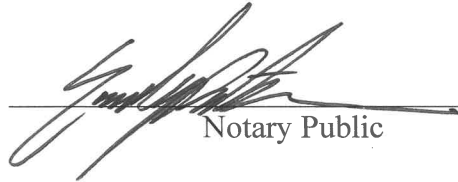
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091110

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 12th day of May, 2026, before me personally appeared
Lauren Tjaden to me known, who, being by me duly sworn, did depose and say: that s/he
resides at Cedar Falls, IA, that s/he is the Attorney-In-Fact of
Liberty Mutual Insurance Company, the
corporation described in and which executed the annexed instrument; that s/he knows the
corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation; that s/he signed
his/her name thereto by like order; and that the liabilities of said corporation do not exceed its
assets as ascertained in the manner provided by law.




Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of)
County of)

On this 12th day of May, 2026, before me personally appeared
Krista Fish, to me known, who being by me first duly sworn, did depose and
say that s/he resides in Oakland that s/he is the CAO
of Lee Contracting, Inc. dba Midwest Power Systems the
corporation described in and which executed the foregoing instrument; that s/he knows the
corporate seal of said corporation, that the corporate seal affixed to said instrument is such
corporate seal, that it was so affixed by order and authority of the Board of directors of said
corporation, and that s/he signed his/her name thereto by like order and authority.


Notary Public

MARGAUX HOLLERN
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-11-2029
Acting in the County of Oakland



POWER OF ATTORNEY

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

Certificate No: 8214908 - 190004

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, _____

all of the city of Minneapolis state of MN 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 13th day of October, 2025.



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

By:

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, 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, 2029
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 – 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 Nathan J. Zangerle, 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 12th day of May, 2026.



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.

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 26-24

INSTRUMENTATION AND CONTROLS IMPROVEMENTS

City of Ann Arbor
WATER TREATMENT SERVICES UNIT



Due Date: May 12, 2026 by 2:00 p.m. (local time)

Issued By:

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

A. QUALIFICATIONS, EXPERIENCE, AND ACCOUNTABILITY – 1. QUALIFICATIONS & KEY PERSONNEL

Established in 1971 as a family-owned business, Midwest Power Systems Inc. recently joined forces with Lee Contracting, further enhancing our capabilities.

Our Commitment to Excellence

For over five decades, we have been dedicated to delivering exceptional professional services with integrity and respect to every client. Our extensive portfolio includes the construction of over 150 water treatment plants and numerous lift station projects across Michigan, northern Ohio, and Indiana. We pride ourselves on our long-standing relationships with communities throughout these regions.

Our Services

We specialize in a wide range of projects, including:

- New Construction: Building new facilities from the ground up.
- Additions and Upgrades: Enhancing existing infrastructure to meet evolving needs.
- Maintenance and Repairs: Ensuring the optimal performance of wastewater and water treatment plants, pump stations, PRV pits, flow meters, and more.
- Design-Build Projects: Collaborating with engineers to bring projects from concept to completion.

In-house capabilities after merging with Lee Contracting:

- Foundations
- Rigging
- Electrical
- Plumbing
- Fabrication/Welding
- Engineering
- General Trades
- Mechanical
- Fire Protection
- HVAC



631 CESAR E CHAVEZ
PONTIAC, MI 48342
(248) 323-4646

Key Personnel

Matthew Shaeffer

- Operations Manager & Estimator
- 32 years with Midwest Power Systems

Dan Golden

- Field Operations Supervisor
- 17 years with Midwest Power Systems

Margaux Hollern

- Sr. Account Coordinator
- 6 years with Midwest Power Systems

Braydon LaFramboise

- Sr. Project Manager
- 4 Years with Lee Contracting

Zachary Bullard

- Lead Foreman
- 8 years with Midwest Power Systems



Midwest Power Systems
A Lee Industrial Contracting Company
631 Cesar E Chavez
Pontiac, MI 48342
(248) 332-4646

A. QUALIFICATIONS, EXPERIENCE AND ACCOUNTABILITY 2. REFERENCES

JOB	ENGINEER	CONTACT	CONTRACT	COMPLETION DATE	PERFORMANCE & COOPERATION
BON HEUR PUMP STATION REHABILITATION	FISHBECK	KEVIN HARVEY - KM HARVEY@FISHBECK.COM	\$ 7,821,894.00	Jul-27	GOOD/ON-TIME
LYON TOWNSHIP WWTP IMPROVEMENTS	IMEG CORP	TED ERICKSON - TED.L.ERICKSON@IMEGCORP.COM	\$ 2,999,725.00	Nov-26	GOOD/ON-TIME
HIGHLAND GREEN ESTATES WWTP IMPROVEMENTS	IMEG CORP	TED ERICKSON - TED.L.ERICKSON@IMEGCORP.COM	\$ 5,049,000.00	Sep-26	GOOD/ON-TIME
YCUA CLARK ROAD BOOSTER PUMP STATION	OHM ADVISORS	FRANKY HANG - FRANKY.HANG@OHM-ADVISORS.COM	\$ 1,586,250.00	Aug-26	GOOD/ON-TIME
MAURICE DEMUYNCK PUMP STATION REPAIRS	OHM ADVISORS	ASIM LODI - ASIML@QUADRATECO.COM	\$ 1,401,715.00	Aug-26	GOOD/ON-TIME
HERITAGE WOODS WWTP	IMEG CORP	TED ERICKSON - TED.L.ERICKSON@IMEGCORP.COM	\$ 2,070,000.00	Aug-26	GOOD/ON-TIME
MACKINAC ISLAND WWTP	FLEIS & VANDENBRINK	DAVID HARVEY - DHARVEY@FVENG.COM	\$ 7,512,221.00	May-26	GOOD/ON-TIME
CENTERLINE STEPHENS PUMP STATION & CL-S-1 METER PIT	ANDERSON, ECKSTEIN & WESTRICK	TAYLOR STING - TSTING@AEWINC.COM	\$ 3,440,333.00	Mar-26	GOOD/ON-TIME
CLARKSTON LAKES MHC WWTP	BOSS ENGINEERING	BRADD MAKI - BRADD@BOSSENG.COM	\$ 965,975.00	Mar-26	GOOD/ON-TIME
MARINE CITY WATER SYSTEM IMPROVEMENTS	FLEIS & VANDENBRINK	EMMA GRAHAM - EGRAHAM@FVENG.COM	\$ 2,121,273.00	Feb-26	GOOD/ON-TIME
YCUA RETENTION BASIN IMPROVEMENTS	TETRA TECH	BRIAN RUBEL - BRIAN.RUBEL@TETRATECH.COM	\$ 489,312.00	Feb-26	GOOD/ON-TIME
ANN ARBOR ULTRAVIOLET DISINFECTION	BLACK & VEATCH	JACK CONRAD - JACK.CONRAD@CCCNETWORK.COM	\$ 546,151.00	Nov-25	GOOD/ON-TIME
REDFORD NORTH CSO BASIN DISINFECTION & SCADA	WADE TRIM	GREG STANLEY - GSTANLEY@WADETRIM.COM	\$ 533,391.00	Jun-25	GOOD/ON-TIME
AVANT MIDTOWN PUMP STATION	TETRA TECH	BRIAN RUBEL - BRIAN.RUBEL@TETRATECH.COM	\$ 658,318.00	Dec-24	GOOD/ON-TIME
ANN ARBOR WWTP HEADWORKS	HUBBELL, ROTH & CLARK	JOHN BERGSMA - JBERGSMA@HRCENGR.COM	\$ 4,663,587.00	Nov-24	GOOD/ON-TIME
BERLIN TOWNSHIP WWTP IMPROVEMENTS	JONES AND HENRY	TROY BREHMER - TBREHMER@JHENG.COM	\$ 810,000.00	Jun-24	GOOD/ON-TIME
LATHRUP VILLAGE SANITARY RETENTION TANK IMPROVEMENTS	HUBBELL, ROTH & CLARK	JOHN BERGSMA - JBERGSMA@HRCENGR.COM	\$ 2,318,504.00	Jun-24	GOOD/ON-TIME
PORTLAND WWTP SYSTEMS IMPROVEMENTS	FLEIS & VANDENBRINK	DAVID HARVEY - DHARVEY@FVENG.COM	\$ 4,538,614.00	Jun-24	GOOD/ON-TIME
LEONI WWTP MEMBRANE SYSTEM IMPROVEMENTS	FLEIS & VANDENBRINK	DAVID HARVEY - DHARVEY@FVENG.COM	\$ 6,394,000.00	Mar-23	GOOD/ON-TIME
ANDELINA WATER AND WWTP NEW BUILD	PROCESS RESULTS	TED ERICKSON - TED.L.ERICKSON@IMEGCORP.COM	\$ 4,200,000.00	Nov-22	GOOD/ON-TIME
WIXOM FILTER AND ELECTRICAL IMPROVEMENTS	HUBBELL, ROTH & CLARK	JOHN BERGSMA - JBERGSMA@HRCENGR.COM	\$ 2,399,000.00	Jun-21	GOOD/ON-TIME
DEXTER WWTP IMPROVEMENTS	FLEIS & VANDENBRINK	DAVID HARVEY - DHARVEY@FVENG.COM	\$ 1,553,255.00	Oct-19	GOOD/ON-TIME
LAKE EDGEWOOD WWTP IMPROVEMENTS	HUBBELL, ROTH & CLARK	JOHN BERGSMA - JBERGSMA@HRCENGR.COM	\$ 298,000.00	Nov-18	GOOD/ON-TIME
WIXOM SOLIDS DEWATERING IMPROVEMENTS	HUBBELL, ROTH & CLARK	JOHN BERGSMA - JBERGSMA@HRCENGR.COM	\$ 3,300,000.00	Nov-17	GOOD/ON-TIME
HAMBURG WWTP EXPANSION	BOSS ENGINEERING	BRADD MAKI - BRADD@BOSSENG.COM	\$ 500,000.00	Jul-17	GOOD/ON-TIME



631 CESAR E CHAVEZ
PONTIAC, MI 48342
(248) 323-4646

A. QUALIFICATIONS, EXPERIENCE AND ACCOUNTABILITY 3. SUBCONTRACTORS

MAJOR SUBCONTRACTORS

NAME	TRADE	AMOUNT
CCI- COMMERCE CONTROLS INC.	CONTROLS AND INTEGRATION	\$1,203,172.80

B. WORKPLACE SAFETY

1. SAFETY PROGRAM, TRAINING, AND REPRESENTATIVE

SAFETY PROGRAM (ATTACHED)

SAFETY TRAINING PROGRAM & POTENTIAL HAZARDS

Lee ensures that every team member undergoes thorough safety education, obtaining certifications such as OSHA 10, OSHA 30, fall protection, confined space, CPR, and certified rigging, recognized as industry standards for occupational safety and health training. These certifications equip employees with essential knowledge and skills to identify and mitigate workplace hazards effectively. All employees are required to become safety certified before being able to step foot on a jobsite.

Furthermore, our safety training programs extend beyond OSHA certifications to encompass other relevant professional certifications specific to various job roles within our organization. These certifications are carefully selected to ensure that team members receive specialized training tailored to their responsibilities, enabling them to navigate potential risks confidently.

In addition to formal certifications, employees participate in regular safety training sessions designed to reinforce safe practices and address any emerging concerns or industry updates. These sessions are interactive and engaging, encouraging active participation and knowledge retention.

Water department employees are required to have the following training. If any additional training or certifications are preferred or required, that can be accommodated before starting the project.

OSHA 30- Foreman
OSHA 10- All
Confined Space- All
10 Panel Drug Testing- All
Fall Protection- All
First Aid CPR- All
Qualified Rigger- All
Trenching and Excavation Training-All
Forklift Certification- All
Excavation Operator Certification- Some

Specific jobsite hazards:

- Confined space
- OSHA 10 & 30
- Certified rigging
- Forklift certification
- Fall protection

DESIGNATED QUALIFIED SAFETY REPRESENTATIVE

Daniel Hammerberg – Water Treatment Department
April 2026 company-wide safety champion out of 600 employees

Our safety team consists of the following people:

Dennis Mosher: Director of Safety and Security

Michael Cieslak: Safety Manager

Ryan Donovan: Safety Manager

Cole Brown: Sr. Safety Representative

Brandon Fry: Safety Representative

Jack Pattee: Safety Representative

2. EXPERIENCE MODIFICATION RATING

Attachment included on the official insurance company letterhead

8/28/2025- 8/28/2026: 0.81

8/28/2024- 8/28/2025: 0.73

8/28/2023- 8/28/2024: 0.73

8/28/2023- 8/28/2024: 0.73

8/28/2022 – 8/28/2023: 0.54

3. OSHA 10 REQUIREMENT

OSHA certifications attached to this bid

4. MIOSHA & OSHA SAFETY VIOLATIONS

Violation log and corrective actions attached

C. WORKFORCE DEVELOPMENT

1. PAY RATES AND BENEFITS

Lee Contracting/Midwest Power System pays at least the Washtenaw County/City of Ann Arbor “living wage rate”.

Lee Contracting/Midwest Power System has many projects that require certified payroll, and all employees are paid the required rate or higher.

Copy of certified payroll reports attached for proof of payment and benefits

Employees are part of the ESOP program and are considered employee owners

Lee Contracting/Midwest matches up to 10% of ESOP contributions and provides health insurance, life insurance, disability insurance, paid leave, and paid apprenticeship education programs.

2. APPRENTICESHIP PROGRAM

Lee Contracting DBA Midwest Power Systems participates in the US Department of Labor Office of Apprenticeship Program.

Registration No. MI017103870

Copy of certificate attached

3. 1099 NON-CRAFT EMPLOYEES

Lee Contracting DBA Midwest Power Systems does not have any workforce that participates in 1099.

Every employee at Lee Contracting DBA Midwest Power Systems is a full-time hired employee owner.

D. SOCIAL EQUITY AND SUSTAINABILITY

1. WORKFORCE PLACE OF RESIDENCE

Our workforce resides in the following counties: Washtenaw, Oakland, Genesee, Wayne, Livingston, Monroe, Macomb, and Lapeer

Specific cities and counts of employees residing in Washtenaw County can be supplied upon request.

2. EQUAL OPPORTUNITY

Lee Contracting DBA Midwest Power Systems employs people of all genders, minorities, veterans, and returning citizens, and has many preferred subcontractors who are small businesses or registered disadvantaged businesses.

Please see the attached relevant pages from our employee handbook.

3. NON-DISCRIMINATION

We are committed to providing a workplace and business environment that is inclusive, respectful, and free from discrimination. We do not discriminate on the basis of race, color, religion, creed, national origin, ancestry, sex, gender, gender identity or expression, sexual orientation, age, disability, marital status, veteran status, genetic information, or any other characteristic protected by applicable law.

This commitment applies to all aspects of our operations, including hiring, employment practices, promotions, compensation, training, termination, and the delivery of our products and services. We strive to foster a culture of dignity, fairness, and equal opportunity for employees, customers, vendors, and partners alike.

Please see the attached relevant pages from our employee handbook.

4. ENVIRONMENTAL RECORD

Lee Contracting, Inc. and Midwest Power Systems, Inc. have not had any environmental violations.

Dennis Mosher – Director of Safety and Security- dennismosher@leecontracting.com

E. Schedule of Pricing/Cost – 20 Points

Company: Lee Contracting Inc. DBA Midwest Power Systems

Notes:

1. All four (4) Base Bid sections and each of the two (2) Alternates shall be bid. Bidders shall provide a Unit Price for ALL bid items for each Base Bid section, Total Price for ALL Base Bid sections specified, and for each Bid Alternates.
2. Each item shall include all preparatory and post repair work, including but not limited to field measurements, shop drawings, scaffolding, demolition, dust control, protection of Owner equipment, protection of process water, clean up, restoration, and all related items.
3. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds.
4. Any item not provided in the following list shall be considered incidental.
5. Contract shall be awarded based on the Base Bid or any combination of a Base Bid(s) and Alternate Bid(s) in any manner the City believes to be in its best interest.
6. See Specification Section 01 22 00 "Unit Prices – Measurement and Payment" for scope of each bid item, and Section 01 23 00 "Alternates" for scope of each bid alternate.
7. Bid shall not include Work to be completed by Owner, as defined in Specification Section 01 11 00 "Summary of Work".

Base Bid –

For the entire work outlined in these documents for **Instrumentation and Controls Improvements** complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

BASE BID #1 – Instrumentation and Controls Improvements

Location: 919 Sunset Road, Ann Arbor, MI 48103

	Description	Units	Quantity	Unit Cost	Extended Cost
1.0	GENERAL				
1.1	General Conditions (Max 10%)	LS	1	46,265	\$46,265
1.2	Mobilization (Max 10%)	LS	1	46,265	\$46,265
1.3	Permit Allowance	LS	1	\$5,000	\$5,000
1.4	Miscellaneous Allowance	LS	1	\$50,000	\$50,000
2.0	Filter Gallery I&C Improvements				
2.1	Filters 1-10	LS	1	\$1,554,765	\$1,554,765
2.2	Filters 11-20	LS	1	\$1,531,638	\$1,531,638
2.3	Filters 21-26	LS	1	\$973,359	\$973,359
3.0	Finished Water Flow Meter Replacement	LS	1	\$150,454	\$150,454
4.0	Miscellaneous Instrument Replacement	LS	1	\$196,165	\$196,165
4.0	Closeout	LS	1	\$127,576	\$127,576
BASE BID #1 TOTAL				\$	4,681,487

The bid items identified above include the major items of work anticipated for the project. Detailed requirements for each element of the project are presented on the contract drawings.

Total Bid (Items 1 through 4) \$ 4,681,487.00

Total Bid (Written) Four million six hundred eighty one thousand four hundred eighty seven
Proposed Work Start Date 3-4 months

Total bid amount shall be shown in both words and numbers. In case of discrepancies, the amount shown in words shall govern.

Signature of Bidder Kristof Sh Date 5/12/26

Alternates –

Bidder shall list alternate bid item prices below.

Alternate No. 1 – Remove furnishing and installation of new filter backwash turbidity sensors and controllers from the scope of the project, for Filters 1 through 26.

Total Alternate No. 1 (Deduct) \$ 372,310

Total Alternate No. 1 (Deduct)
(Written) Three hundred seventy two thousand three hundred ten dollars

Alternate No. 2 – Remove furnishing and installation of new filter backwash turbidity sensors and controllers from the scope of the project, for Filters 1 through 10.

Total Alternate No. 2 (Deduct) \$ 133,305

Total Alternate No. 2 (Deduct)
(Written) One hundred thirty three thousand three hundred five dollars

Alternate bid amounts shall be shown in both words and numbers. In case of discrepancies, the amount shown in words shall govern.

Signature of Bidder Kristof Sh Date 5/12/26



631 CESAR E CHAVEZ
PONTIAC, MI 48342
(248) 323-4646

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

AUTHORIZED NEGOTIATOR: MATTHEW SHAEFFER

PHONE: (248) 770-5124

EMAIL: MATTHEWSHAEFFER@LEECONTRACTING.COM

ATTACHMENT B
GENERAL DECLARATIONS

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 1+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 5th DAY OF May, 2026

Lee Contracting, Inc. D.B.A.
Midwest Power Systems, Inc.
Bidder's Name


Authorized Signature of Bidder

631 Cesar E. Chavez Ave,
Pontiac, MI 48342
Official Address

Krista Fish - CAO
(Print Name of Signer Above)

(248) 332-4646
Telephone Number

matthewshaeffer@leecontracting.com
Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of
Michigan, for whom Krista Fish, bearing the office title
of CAO, 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 N/A,
whom N/A bearing the title of N/A,
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 N/A and filed in the county
of N/A, whose members are (list all members and the street and mailing address of
each) (attach separate sheet if necessary):

N/A

N/A

N/A

N/A

N/A

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

Authorized Official

Krista Fish Date May 5th, 2026

(Print) Name Krista Fish Title CAO

Company: Lee Contracting, Inc. D.B.A. Midwest Power Systems, Inc.

Address: 631 Cesar E. Chavez Ave, Pontiac, MI 48342

Contact Phone (248) 332-4646 Fax () N/A

Email matthewshaeffer@leecontracting.com

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

Lee Contracting, Inc. D.B.A. Midwest Power Systems, Inc.

Company Name

Krista Fish
Signature of Authorized Representative

May 5th, 2026
Date

Krista Fish - CAO

Print Name and Title

631 Cesar E. Chavez Ave, Pontiac, MI 48342

Address, City, State, Zip

(248) 332-4646 - matthewshaeffer@leecontracting.com

Phone/Email address

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

ATTACHMENT E
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$17.42/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 \$19.42/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

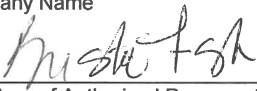
- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business 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.

Lee Contracting, Inc. D.B.A.
Midwest Power Systems, Inc.

Company Name

631 Cesar E. Chavez Ave,
Street Address


Signature of Authorized Representative

May 5th, 2026
Date

Pontiac, MI 48342
City, State, Zip

Krista Fish - CAO
Print Name and Title

(248) 332-4646
matthewshaeffer@leecontracting.com
Phone/Email address

Attachment F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2026 - ENDING APRIL 29, 2027

\$17.42 per hour

If the employer provides health care benefits*

\$19.42 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**



ATTACHMENT G

Vendor Conflict of Interest Disclosure Form

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

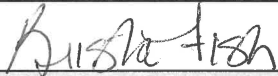
If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	() Relationship to employee N/A () Interest in vendor's company () Other (please describe in box below)
N/A	

*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:

Lee Contracting, Inc. D.B.A. Midwest Power Systems, Inc.		(248) 332-4646
Vendor Name		Vendor Phone Number
	5/5/2026	Krista Fish - CAO
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

ATTACHMENT H

DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

Lee Contracting, Inc. D.B.A. Midwest Power Systems, Inc.

Company Name



5/5/2026

Signature of Authorized Representative

Date

Krista Fish - CAO

Print Name and Title

631 Cesar E. Chavez Ave, Pontiac, MI 48342

Address, City, State, Zip

(248) 332-4646 - matthewshaeffer@leecontracting.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

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

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

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

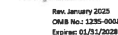
Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants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

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

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

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

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

[illegible][illegible]

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Lee Contracting, Inc.		
	2 Business name/disregarded entity name, if different from above. Midwest Power Systems		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 631 Cesar E Chavez Avenue 6 City, state, and ZIP code Pontiac, MI 48342 7 List account number(s) here (optional)		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
3	8	-	3	2	4	3	8	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person

Steven Kent

Date **1/5/2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



27531791



STATE OF MICHIGAN
CSCL/CD- 2500 - DOMESTIC PROFIT
CORPORATION ANNUAL REPORT

Corporations Division Administrator

FILED

Doc #: 27531791

Filed Date: 10/21/2025

C0569-2731 10/21/2025 Received by Michigan Corporations Division

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS PROFIT CORPORATION ANNUAL REPORT

Required by Section 911, Act 284, Public Act of 1972

Corporation Information

The present name of the corporation is: LEE CONTRACTING, INC.

The identification number assigned by the Bureau is: 800300967

Annual Report Filing Year 2025

☒ On behalf of the corporation, I certify that no changes have occurred in required information since the previously filed report.

The name of the resident agent at the registered office is:

KRISTA FISH

Address

631 CESAR E CHAVEZ AVE, PONTIAC, MI 48342

Mailing Address

631 CESAR E. CHAVEZ, PONTIAC, MI 48342

Purpose

No changes were selected for this annual report.

Officers and Directors

Current officers and directors are listed below:

Title	Full Name	Address
President	FRED CAULEY	631 CESAR E CHAVEZ AVE PONTIAC, MI 48342
Secretary	KRISTA FISH	613 CESAR E. CHAVEZ PONTIAC, MI 48342
Treasurer	FRED CAULEY	631 CESAR E CHAVEZ AVE PONTIAC, MI 48342
Director	FRED CAULEY	631 CESAR E CHAVEZ AVE PONTIAC, MI 48342

Attestations

- ☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.
- ☒ I have been authorized by the business entity to file this document online.
- ☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature

Self

Signer's Capacity

Krista Fish

Sign Here

10/21/2025

Date

DATE ISSUED: 11/17/2025

LICENSE

NO. BL-26-04722

City of Walker, Michigan

TO WHOM IT MAY CONCERN:

In consideration of the total sum paid to the City Treasurer, the City of Walker hereby grants the following:

THE FOLLOWING LICENSE(S): BUSINESS LICENSE



BUSINESS

LEE INDUSTRIAL CONTRACTING
LEE CONTRACTING INC
3102 WALKER RIDGE DR NW
WALKER, MI 49534

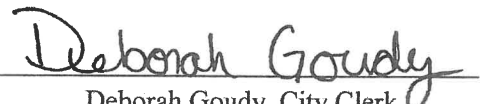
EXPIRES ➤ **Dec/31/2026**

APPROVED

*City Ordinance provides that this
license must be displayed in a
conspicuous place.*

Licensee accepts the license(s) herein granted upon the express condition that the same may be transferred or revoked by the proper authority under the provisions of the City Ordinances.

(surrender of license shall not entitle licensee to any refund)


Deborah Goudy, City Clerk



USI Insurance Services (BLM)
8000 Norman Center Drive Ste 400
Bloomington, MN 55437

Branch Phone: (612) 509-1001
Branch Fax: (610) 537-1954

www.usi.com

August 21, 2025

Lee Contracting, Inc.
dba Midwest Power Systems, Inc.
631 Cesar E. Chavez
Pontiac, MI 48342

RE: MI Experience Modification History

To Whom it May Concern:

This letter will confirm the MI Experience Modification Rating for the above insured. The information provided includes the current rating year, plus four years prior EMR History.

Policy Period	MI Experience Mod
8/28/2025 - 8/28/2026	0.81
8/28/2024 - 8/28/2025	0.73
8/28/2023 - 8/28/2024	0.73
8/28/2023 - 8/28/2024	0.73
8/28/2022 - 8/28/2023	0.54

If you need any additional information, my contact information is listed below.

Sincerely,

Kim

Kim Erickson
Senior Account Executive
Direct 612-509-1922



Congratulations!

Zachariah Bullard

**You have successfully completed the online
OSHA course**

Date of Completion: 2/21/2025

ONLINE OSHA 30 HR CONSTRUCTION -

**through Summit Training Source, Inc. with
a final score of**

96.00

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

OSHA Outreach Trainer: Scott Wallace

**If you have any questions regarding this training, please contact us by
phone at 1.800.842.0466.**



Summit Training Source

Congratulations!

Dannial Hammerberg

You have successfully completed the online
OSHA course

Date of Completion: 2/25/2025

ONLINE OSHA 30 HR CONSTRUCTION -

through Summit Training Source, Inc. with
a final score of

86.00

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

OSHA Outreach Trainer: Scott Wallace

If you have any questions regarding this training, please contact us by
phone at 1.800.842.0466.



Congratulations!

nicholas pruit

You have successfully completed the online
OSHA course

Date of Completion: 2/25/2025

ONLINE OSHA 30 HR CONSTRUCTION -

through Summit Training Source, Inc. with
a final score of

93.00

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

OSHA Outreach Trainer: Scott Wallace

If you have any questions regarding this training, please contact us by
phone at 1.800.842.0466.



Lee Industrial Contracting Corrective Action Plan for MIOSHA citation 1844652.015:

Item 1:

Lee Industrial Contracting was cited for not having an IH study for Chromium in our fabrication shop. An IH study was performed in the shop by MIOSHA, with levels beneath permissible limits.

Lessons learned: Lee has partnered with MIOSHA while expanding and moving our shops, and IH surveys are to be performed when necessary; upon any significant changes; and at all future permanent sites.

Item 2:

Lee Industrial Contracting was cited for the lack of protection of eyesight during hot work activities such as welding and torch cutting.

Lessons learned: Hot work is always a focus at Lee, and additional weld screens were purchased to ensure full enclosure during hot work activities.

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Lee Contracting, Inc.

Pontiac, MI

See program standards for occupations

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

August 27, 2010

Date

MI017103870

Registration No.



John V. Ladd
Administrator, Office of Apprenticeship



Employee Handbook

August 2025

About This Handbook

The purpose of the Employee Handbook (the "handbook") is to provide Lee Contracting's ("company", "we" or "our") guiding policies and procedures for our employees. While not every aspect of employment may be covered in the handbook, the company will make every attempt to cover key aspects of the employee-employer relationship. As needed, this handbook will be updated on the company's HR system and employees will be notified via email. There are additional documents that employees should also reference which can be found on the HR system. Below is a list of these important documents:

- Health, Safety, and Environmental Program Manual
- Summary Plan Description - 401(k) Plan
- Summary Plan Description - Employee Stock Ownership Plan
- Distribution Policy - Employee Stock Ownership Plan
- Summary Plan Description - Employee Benefit Plan

This handbook should not be considered an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever.

The company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook.

This handbook does not supersede any and all applicable laws the company is required to follow at the state, federal or local level. The applicable laws and regulations will be communicated as required by the issuing jurisdiction.

Employment Regulations

Equal Employment Opportunity

Lee Contracting, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. This policy applies to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources. The company will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact Human Resources. To ensure

the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

Reasonable Accommodations

We are committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact Human Resources to complete the appropriate documentation. If an individual who has requested an accommodation has not received an initial response within five (5) business days, please contact Human Resources.

Upon approval, Human Resources and the supervisor will engage in an interactive dialogue with the employee. We reserve the right to request supporting documentation to the maximum extent permitted by applicable law and will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

The company will not allow any form of retaliation against employees who have requested an accommodation.

Workplace Policies

We strive to maintain a safe and positive work environment. Each team member plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on common sense, integrity and respect. Additionally, we are often on-site at a customer's location so we must always be considerate of their policies and procedures.

The observance of these guidelines will help to ensure that our work environment remains a safe and desirable place to work.

Anti-Harassment

It is our policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, or employees by another employer, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated.

Harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful.

Harassment Defined

Harassment is defined as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

- Unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
- Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- Obscene or vulgar gestures, posters or comments;
- Sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;

In cases of domestic violence or sexual assault, the following will be considered reasonable documentation:

- A police report indicating that you or your family member was a victim of domestic violence or sexual assault.
- A signed statement from a victim and witness advocate affirming that you or your family member are receiving services from a victim services organization.
- A court document indicating that you or your family member are involved in legal action related to domestic violence or sexual assault.

Payment upon Termination

You will not be paid for any unused, accrued sick leave when your employment ends.

Short-Term Disability

The short-term disability benefit provided by the company is an employer-funded plan providing income replacement for employees unable to work due to illness, pregnancy or injury.

Eligibility

A regular, full-time employee who has completed 60 days of continuous employment and who is unable to work due to illness, pregnancy or injury is eligible. An employee receiving workers' compensation or disability pay under any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and return to work.

Medical Certification Process

All employees requesting Short-Term Disability (STD) leave must provide verbal or written notice of the need for leave to their supervisor and Human Resources.

When the need for the leave is foreseeable, the employee must provide the company with at least 30 days' notice. When an employee becomes aware of the need for STD leave less than 30 days in advance, the employee must provide notice as soon as possible.

Employees will be required to provide all documentation required by the company's administrator to be eligible for STD payments.

During the approved leave, the employee must continue to communicate with the disability administrator, HR and their supervisor of any change to the leave and/or return to work status.

Elimination Period

In the case of an illness, there is a 7-day elimination period before STD begins. During the 7 days, the employee must use available paid time off (PTO)/ESTA to supplement pay for absences that occur on the weekday. For injuries, there is no elimination period.

Benefit Payment

The short-term disability benefit payment is paid through payroll on a weekly basis and is taxable. The benefit will be paid based on the approved leave time until the employee reaches the benefit limit.

Return to Work

Before returning to work, the employee must have their health care provider complete a Fitness for Duty form. If there are restrictions, Human Resources will review the restrictions with their supervisor to determine if the restrictions can be accommodated. The employee cannot return to work prior to the completion and review of the Fitness for Duty form.

Long Term Disability

Employees who have a medical situation or illness that extends beyond the Short-Term Disability period will be placed on a long-term Disability leave. This time will be unpaid unless the employee chooses to elect Long Term Disability coverage. As long as the employee remains active with the company, the employee will continue to maintain any previously elected health care coverage and will need to make arrangements for payments. Please refer to the Employee Benefit Plan document for details.

Intent to Return to Work

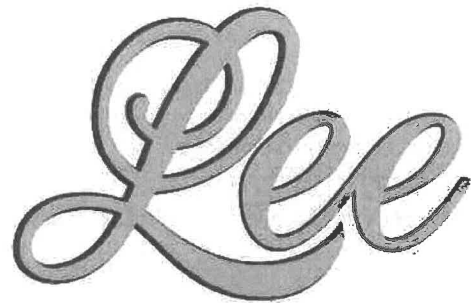
The company may require an employee on a leave to report periodically on the employee's status and intent to return to work.

Military Leave (USERRA)

Lee Industrial Contracting complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor and Human Resources of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

Workers' Compensation

Workers' compensation provides cash benefits and/or medical care for workers who are injured or become ill as a direct result of performing their job duties during work hours. If an employee is injured on the job, no matter the severity, they should report the incident immediately to their supervisor, the Safety department and the Nurse Hotline. Failure to follow reporting procedures may affect the ability of the employee to receive Workers Compensation benefits.



**INDUSTRIAL
CONTRACTING**

**Health, Safety, and
Environmental
Program Manual**



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Mission:

To provide the finest people, material, and equipment available

Vision:

- Exceed our customer's expectations utilizing our turn-key solutions, partnerships, and empowered employees
- Be the most desired workplace through valuing our employees and providing the utmost support to our communities
- Be the most respected industrial contractor in the nation

Core Values:

- Safety
- Integrity
- Teamwork
- Dedication

SECTION 1. Resources, Roles, and Responsibilities

The health and safety program is intended to conform to best practices. To be successful, such a program must reflect the proper attitudes toward injury prevention on the part of management, supervisors and employees as well as managing materials and processes that negatively impact the environment. The program is designed to increase the efforts of all employees toward the goal of having an injury/illness free workplace while increasing the awareness of our impact on the environment with our processes.

By following the safety rules and practicing safe work habits, you make it clear you are concerned for your own safety. By conserving energy, utilities, raw materials and handling waste products properly, you are also showing your commitment and concern for the environment.

ALL Managers are responsible for but not limited to:

- Enforcement of all company safety rules
- Enforcement of all personal protective equipment
- Understanding the company's and OSHA/MIOSHA safety and environmental requirements
- Account for safety in the budget including time and money

Foremen shall be responsible for but not limited to:

- Accident prevention
- Initial accident investigation and follow up with supervisors and safety staff
- The enforcement of personal protective equipment rules
- Investigate and correct all unsafe practices and incidents with injury potential
- Interact responsibly with employees about suggestions and their active involvement in keeping their work place safe

- Must teach, motivate and sustain employee safety knowledge to eliminate injuries
- Set example of proper safety attitude and awareness
- Follow up on safety work orders

Department/Assistant Managers shall be responsible for but not limited to:

- Ensure that foremen are adhering to responsibilities stated above
- Remove barriers that prevent Foremen from achieving safety success
- Provide guidance and assistance to Foremen when working on employee complaints regarding safety issues, when the Foreman is unable to resolve it
- Teach and motivate Foremen safety knowledge to eliminate injuries. Set an example of proper safety attitude and awareness

Safety Department shall be responsible for but not limited to:

- Support and promote the application of reasonable safety practices or safety rules as posted by the company and federal/state/customer regulations
- To report any actual or potentially unsafe working conditions to foremen, superintendents and management for corrective action
- To support continuous improvement activities that lead to the elimination of work-related injuries and illnesses

Human Resource Department shall be responsible for but not limited to:

- Coordinating all safety training
- Bring safety awareness to all employees
- Help all employees understand safety rules and regulations

SECTION 2. ACCIDENT AND INJURY PREVENTION

For the purposes of this document, "Incidents" is intended to mean accidents, injuries, property damage, and near misses.

New Employee Orientation

All new employees will receive instruction related to the job they will perform. A detailed Orientation Agenda on contract owner projects may be required for job-site specifics. All new employees will be provided an orientation that will cover safety policies as governed by OSHA, MIOSHA, and LIC.

MIOSHA Construction Standards

MIOSHA General Industry Standards

Management Personnel

All Management and Project Staff Personnel (i.e., Managers, Supervisors, Competent Person) shall attend regular weekly planning meetings. These meetings shall have, as an integral part of their agenda, time for safety planning and discussion.

Management and Project Staff Personnel shall avail themselves of the safety and health programs and seminars that are offered by the LIC Safety Department, OSHA, MIOSHA, contract owners and other responsible organizations.

Field Employees

All field employees are required to attend regular "Tool Box Safety Meetings", held on their project and any communication meetings specifically related to their work. They may also participate in Job Safety Analysis, activities and reviews. Subject material is available in the Tool Box Talks Folder issued to each Manager and upon request from the Safety Department. All employees are welcome and encouraged to suggest improvements/concerns about their safety and the safety of those around them.

Disciplinary Action:

Prior to the start of any job, a pre-job work assignment meeting will be held. After the work assignments have been made, a statement of the Job-Site Safety Rules and any clarifications will be made. A declaration will also be made, reminding everyone that these rules, signatures, documentation, and enforcement are a condition of employment.

All employees are expected to conduct themselves in a safe and professional businesslike manner always, and to respect their fellow employees and supervisors. Entry on a LIC project constitutes consent to and recognition of the right of LIC and its authorized representatives to search the person, lunch box, toolbox, automobile, and other property of the individuals while on the work site. All workers on the site are expected to abide by the rules and conduct as outlined in this manual. LIC reserves the right to amend, suspend, or dispose in part or in full any of the policies and procedures as described in this manual.

Additional rules required for the safety and welfare of employees and company, on a project, are contained herein, and/or will be posted on the project bulletin board as required. The following job-site disciplinary guidelines are used to provide consistent management of an employee safety problem. The Competent Person / Foreman is responsible for the safety of their crew. Therefore, the Competent Person / Foreman is also subject to disciplinary action for unsafe actions committed by an employee under their direct supervision as determined by management. Adherence to the Job-Site Safety Rules of the project is a condition of employment with LIC.

A Foreman, Safety Rep, or Manager will initiate discipline for any safety infraction. Please reference the LIC Point System Document, Revision 01.2018; regarding disciplinary points associated with specific infractions.

Disciplinary Documentation

The employee will be provided copies of all progressive discipline documentation. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents.

Lee Contracting, Inc. (LIC) will exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Lee Contracting, Inc. reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Personnel Protective Equipment

LIC intends that every employee will use all personal protective equipment, appropriate for the task being performed. PPE must be maintained in a sanitary and reliable condition and at a minimum meet all OSHA, MIOSHA, LIC and customer requirements. The use and maintenance of required PPE is a matter of law and is therefore a condition of employment. Damaged equipment will be removed from service and replaced by LIC.

- Every employee is required to wear a hard hat when there is a possible danger of head injury

from impact, or from falling or flying objects, or from electrical shock (electrical rated hard hat) and burns and whenever a customer requires it.

- ANSI Z87.1 rated safety glasses with side shields or other similarly acceptable forms of eye protection are required at all times outside of designated areas.
- Safety shoes / Steel Toes are required at all times while working on the LIC campus, as well as all LIC job-sites.
- The use of face shields or welding hoods require safety glasses be worn underneath as well, if they do not have goggles built in.
- In all cases where employees are exposed to a fall hazard over 6 feet and where guardrails, nets, or other protective measures are not in place, employees must wear and use a personal fall arrest system consisting of a safety harness and self-retracting lanyard (SRL)
- High visibility vests, shirts, or jackets must be used on all customer sites, and must stay in line with OSHA/MIOSHA requirements when near roadways.
- Additional PPE may be required to meet special conditions and/or customer requirements.
- Safety professionals will assist in determining PPE to be used to protect against job specific hazards

Specialized Equipment

In some cases, such as those involving chemical exposure, very complex special equipment may be required for personal protection. The Corporate Safety Manager, with the aid of an Industrial Hygienist, will ascertain what the exposures are and will provide the project with a detailed list of requirements for those exposures.

Lee Contracting Prescription Safety Glasses Program

Lee Contracting will reimburse employees \$90.00 or \$100.00 for the cost for prescription safety glasses. The requirements below shall apply.

- Frames must include side shields
- Lens, Frames and Side shields must meet ANSI Z87.1 safety requirements
- Must have vision prescription to be eligible
- Eligible for reimbursement of one pair per year

Option 1 (recommended)

Lee contracting has agreed to terms with SVS Vision to purchase prescription safety glasses at a significant discount. As part of the agreement the provider will include Single Vision, Bifocal, Trifocal, and Progressive I in the package. \$90.00 will be paid by Lee Contracting. Go to www.svsvision.com/contact to view their locations. Please follow the steps below:

- Receive an authorization form from Human Resources to give to provider
- Take a current (last 2 years) copy of your vision prescription or
 - Have the preferred provider complete the eye exam. (They accept our insurance for this if you haven't had an exam in the last 12 months)
- Select prescription safety glasses
- Pay the balance directly to the provider (total cost minus \$90.00 allowance)
- Provider bills Lee Contracting and provides verification of meeting safety requirements above
- Provider includes Full Replacement warranty for 1 year on lenses and frames (scratch and breakage)

Option 2

Employees will also have the option to go to Lynn Optical in Pontiac or their own eye care professional. Below is the process to be followed for this option.

- Go to your provider and select prescription safety glasses.
- Pay the entire balance of the visit
- Return receipt with verification of safety requirements above to Human Resources
- Reimbursement will be applied to your pay check (\$100.00)
- Warranty per your provider.
- Note: this option tends to include more out of pocket cost for employee

Job-Site Audit and Inspection

It is the policy of LIC that random job-sites will be audited and inspected. The inspection program will consist of a Safety Observation Process (SOP), and the creation and sharing of a Lee Key Safety Report (LKSR) regarding any findings that could help the rest of our teams achieve higher or more efficient safety on their projects.

Each Project Manager will be responsible for the implementation of this inspection program on their project. The Safety Manager will act as a consultant and advisor for specific or extraordinary conditions. The Safety Manager will monitor the effectiveness of the program, reporting the results to the management team. These inspections are designed to ensure that top management will be directly involved with the safety of all LIC projects.

At least once per job and once each week the Competent Person / Foreman will make a total walk-through of the project, noting the site conditions and employee practices. He will keep a written record of all of the following as examples: proper guardrails, shoring and sloping of excavations, housekeeping, electrical codes, ladders and scaffolds, fire extinguishers, use of fall protection equipment, and any other potentially dangerous conditions. Employee work practices, such as: the use of personal protective equipment, proper tie-off as work dictates, safe use of tools and equipment, etc. It will be mandatory that once each month another Competent Person make a joint audit and inspection of the job with the on-site Foreman or the Safety Rep. The report for the joint inspection will be made by the Safety Supervisor or Safety Manager and distributed to the Safety Department for their review and action as required.

Ergonomics

All activities involving awkward lifts or lifts over 45 pounds shall be analyzed prior to performing for the most safe and effective way to accomplish. LIC will utilize mechanical means, lift help, and team lifts wherever possible. All lifting will be in accordance with our Ergonomics Program, using correct posture and technique and avoiding heavy/awkward lifts. Special care will be given to employees at-risk due to age or other factors. No employee will be asked to perform lifting at a level that they are not safely capable of performing.

Fire Prevention and Protection

The danger to employees, financial loss to our clients and company, and the hazards posed to the general public, make the prevention of fire one of the most important safety responsibilities on a construction project. It is the policy of LIC that every employee become familiar with and practice good fire prevention habits in all phases of their daily activities. To accomplish this, fire safety practices and fire extinguisher use and operation is covered during new hire orientation and periodically throughout the year during safety meetings.

- Storage and Use of Flammable and Combustible Materials.
- Flammable materials such as gasoline, diesel fuel, propane, and solvent should always be stored outside of building areas.
- Storage areas must be well marked with "Flammable" and "No Smoking" signs and containers must be marked with actual contents.
- Storage areas are to be kept clear of trash, debris, combustible construction materials, and heat or spark sources.
- Fire extinguishers must be kept within 75 feet from the storage area.
- Portable containers for flammable liquids (mostly gasoline) shall be only approved Safety Cans.
- Combustible materials such as cardboard boxes full of new fixtures, wood, plastics, and rubber goods should be stored neatly, with room between stacks, in areas either outside of occupied buildings or in areas where automatic fire protection is available.
- Combustible trash must be stored separate from regular trash and removed from work areas every day.
- All gas cylinders will be stored in a secured upright position.
- Oxygen should be separated from flammable gases by 20 feet or a firewall.

Fire Suppression Equipment

Every project will maintain a supply of fire extinguishers of the type that are suitable for hazards involved. Fire extinguishers shall be kept in all job offices, and at easily accessible locations around the work area. All employees should be familiar with the location and use of the fire extinguishers. Fire extinguisher locations should be clearly marked. A fire extinguisher must be located at every burning or welding operation.

- Fire extinguishers will be given a visual inspection on a monthly basis.
- Fire extinguishers shall be tagged indicating current inspection report.
- Equipment found to be defective will be immediately replaced.
- Equipment being used for Hot Work will be inspected prior to any Hot Work being performed.

Project Managers should make every effort to ensure that water supply lines are constructed and available for use concurrent with the start of building construction. For assistance in the selection of fire protection equipment, contact the Safety Department or the local Fire Department.

Temporary Heating

- Temporary heating units must be in safe working order and have tip over and flameout switches; closed flame type units are preferred.
- Heaters shall be set up on non-combustible surfaces and shall have a minimum of 10-feet or a safe distance away from the nearest combustible objects in all directions.
- Extra fuel for heaters shall be stored outside the building more than 20 feet away.
- Burning barrels, buckets, or open fires of any type are strictly prohibited on LIC property and customer job sites.

Local Codes and Requirements

In many areas of the country, local fire prevention codes are stricter than the OSHA and MIOSHA requirements. Generally, the local Fire Chief or Fire Marshal will provide assistance to the project in the area of code compliance.

Burning and Welding Permits

The creation of a permit system for burning and welding operations should be based on the needs of a particular site. The permit system is more than a normal fire prevention system. A burn and weld permit system provides independent checks on, and regulation of, work methods which might cause a hazard of fire. The permit system must be managed independently of job production, but in cooperation with production needs.

Once a permit system is chosen, it must be used and enforced for the entire job-site and must include all personnel. Permit systems will be tailored to the needs of the individual job. While there may be many additions, the following items form a basic permit system guideline:

- Once it is decided to use a Burn and Weld Permit System, no welding, burning, soldering or other flame producing operation may be performed without a Burn and Weld Permit.
- Burn and Weld Permits are obtained from the Owners Rep. and permit must be signed and dated by that rep.
- The job Foreman fills out their portion of the permit showing the location and type of work to be performed, and posts it at the work area.
- The Fire Marshal, Contract Owner or Security, Safety Department Rep. inspects the work area and either approves or denies the permit, writing in any specific additional precautions required for the particular operation.
- Permits are good for time as set by Contract Owner Rep. When expired, a new permit must be obtained.

The Fire Marshal or Safety Department may revoke or cancel Burn and Weld Permits at any time. The reason for cancellation may be either a change in area conditions or failure of the user to obey the requirements on the permit. Persons found to be burning or welding without a valid permit will be subject to disciplinary action. Fire extinguishers or water hoses shall be available at ALL flame producing operations. **Contractors** and/or **Subcontractors** are required to provide their own fire extinguishers.

Fire prevention is a primary responsibility. In some cases, a nonworking Fire Watch may be required. Persons acting as Fire Watch must be thoroughly familiar with the emergency procedures established for the area. Fire blankets or other suitable barrier material shall be placed between the Hot Work and the adjacent structures or personnel. Contractors are required to take all steps, whether specifically written on the permit or not, necessary to protect life and property from the hazards of their burning and welding operations.

Heavy Equipment & Tools Maintenance and Inspection

Unsafe or improper equipment in the hands of even the most conscientious worker creates a danger to everyone. Therefore, it is the policy of LIC that all tools and equipment will be in correct working order at all times or will be removed from service. All equipment must be inspected daily prior to each shift. All operators' manuals must be on the equipment. All placards visible. Any unprofessional use of heavy machinery will result in a serious violation.

- **Heavy Equipment - General Requirements.** Heavy equipment shall mean loaders, backhoes, breakers, skid-steer, ride-on compactors, industrial tractors, fork trucks, draglines, cranes, and similar pieces of equipment.
- All equipment left unattended at night near highways or work in progress shall have lights, reflectors, or reflective barricades.
- When heavy equipment is capable of lifting material above the level of the operator, it must be equipped with an overhead guard.
- No operator shall use heavy equipment on a slope unless it is equipped with a rollover protection system (ROPS).

- When parts of heavy equipment are suspended aloft, they shall be blocked or cribbed if employees are expected to work under them.
- Dump bodies, buckets, and blades must be in a fully lowered position with controls in neutral when the equipment is not in use. The same applies when repairs are ordered, unless the repair requires different treatment.
- Whenever equipment is parked, the parking brake must be set.
- When parking on an incline, the operator shall also chock the wheels.
- When working in the vicinity of power lines, employees must keep themselves and equipment at least 20-feet from lines until known. If voltage is known, refer to MIOSHA pt. 10 Table A for reference. No closer than a 10-ft. distance shall ever be achieved. If over 350kV, new distances shall be used, again in accordance with Table A.

Heavy Equipment – The Operator

Only qualified employees shall operate heavy equipment. A qualified employee shall be:

- One who has read and understood the written instructions, rules, and regulations for the equipment.
- One who has taken training on the equipment and trained by a knowledgeable, experienced and competent trainer.
- All training is documented according to requirements.
- One who has obtained company authorization to operate the equipment.
- Operators will be observed, and those who exhibit behaviors or work practices that call question to their abilities will be retrained or removed from the equipment.
- No employee except the operator shall ride on the tractor.
- No employee shall ride in the loader bucket or the backhoe bucket.
- The operator shall be responsible for routine field maintenance of the equipment, such as visual inspection, fluid level checks, tire inflation, hydraulic leaks, etc.
- The operator shall report any serious defect to the immediate supervisor.
- The operator shall not get off the tractor while the tractor is in motion.
- The operator shall wear a seatbelt 100% of the time the machine is on
- The operator shall have both hands available strictly for operating at all times
- Before getting off, the operator shall shut off the engine, lower the buckets or forks to the ground, and apply the parking brake.

Heavy Equipment – Backhoes

- Only qualified employees shall operate a backhoe.
- No operator shall use a backhoe in reverse with an obstructed view to the rear, unless the vehicle has an automatic back-up alarm, or unless an observer signals that the way is clear.
- All backhoes with front-end loading capability shall be equipped with an overhead guard.
- When the depth of an excavation is such that the bottom cut is out of view, the operator shall use a signaler to guide the work.
- The operator shall keep those working in the immediate vicinity in view at all times.
- The operator shall follow the rules and procedures for excavation at all times.
- Backhoes shall be inspected prior to each shift and must be documented.
- Seatbelts are to be worn 100% of the time

Heavy Equipment – Forklift Trucks

Operators must be trained and evaluated. A certification card will be issued with the name of the operator, the date of the training and/or evaluation, and the identity of the person performing the training and/or evaluation.

- Operators must wear seatbelts 100% of the time.
- Powered industrial trucks shall meet the standards of General Requirements and The Operator above.
- Forklift trucks shall have the rated capacity clearly posted on the vehicle so as to be clearly visible to the operator. These ratings shall not be exceeded.
- No modifications or additions that affect capacity or safety shall be made without the written approval of the manufacturer. If changes are made, new capacity signs shall be clearly posted.
- If a load is lifted by two or more trucks, the total load carried by any one truck shall not exceed its limit.
- Steering knobs shall not be affixed to the steering wheel unless the steering mechanism has a road reaction prevention device. The knob shall be posted within the circumference of the wheel.
- All lift trucks shall have an overhead guard.
- All inspection, maintenance, and operating procedures found in the operator's manual shall be followed in the care and operation of the vehicle and be located on the vehicle as well.
- If driving a lift truck into a docked trailer the trailer must be chocked and secure.
- Forklifts shall be inspected prior to each shift and documented.
- Training or orientation of fork truck usage shall be the responsibility of the equipment manager or Safety Representative on site, along with the filling out and issuing of the permit.
- Forklift operator recertification is required

Heavy Equipment – Aerial Lifts

- Operators of Aerial lifts shall have an Aerial Lift Permit to operate prior to running the piece of equipment.
- Training or orientation of man lift usage shall be the responsibility of the equipment manager or Safety Representative on site, prior to issuing of the operator permit.
- Aerial lifts shall be inspected prior to each shift and must be documented.
- Hard hats shall be worn in an any aerial lift at all times
- Although not specified by MIOSHA, a fall protection harness and SRL shall be worn and attached at all times while elevated in any aerial lift, including scissor lifts. It is a best practice to wear a harness and SRL at all times in an aerial lift, regardless of elevation. When at a customers site, the most stringent rule shall always be complied with.
- Operating an aerial lift beyond the recommended slope is strictly disallowed as is the disabling of any slope detection devices
- No modifications are to be made to an aerial lift unless authorized by the manufacturer
- A best practice is to have a ground man trained in emergencies to watch up to three lifts at a time

Heavy Equipment – Skid-Steer Loaders

- Only qualified employees shall operate a skid-steer loader.
- While using this equipment, the operator shall keep the seat belt fastened, the seat bar lowered, and both feet on the pedal controls.
- Operators shall keep loads within the capacity of the equipment in order to prevent forward overturn, and shall carry loads as low as possible.
- When using the machine in enclosed spaces, the operator must exhaust the fumes to the outside.
- Before leaving the machine, the operator shall lower the lift arm, putting the attachment flat on the ground, stop the engine, engage the parking brake, raise the seat bar, and move the pedals until they lock.

- Skid-Steer Loaders shall be inspected prior to each shift and inspection must be documented.

Crane Safety (includes all crane types: mobile, overhead, gantry, etc.)

The safe operation of cranes and other hoisting devices is of utmost importance to LIC operations. It is therefore company policy that all steps are taken to provide for safe crane and hoist operations. Only able-bodied, NCCCO (or similarly accredited company) trained, and qualified personnel will be allowed to operate LIC cranes or hoists.

The PM, Safety Manager, and/or Competent Person shall ensure:

- A new operator has previous experience with the specific piece of equipment that is to be operated.
- Operator must be certified and documented by a qualified person.
- All cranes must be in good operating condition at all times.
- Cranes shall be inspected prior to each shift and documented. They must also have 3 months' worth of documented periodic inspections and have a documented annual inspection on the crane at all times.
- Defects must be reported to the maintenance department immediately.
- Equipment requiring critical repairs will be "tagged out" and taken out of service until repairs are made.
- Every crane and hoist must be equipped with a fire extinguisher.
- The glass in any crane cab or hoist-house (if present) must be clear, clean, and unbroken.
- Operations manuals and load charts must be available at the operator's station at all times while being operated.
- Cranes and hoists must be "dry run" and inspected, and the daily check sheet filled out and initialed prior to lifting any loads.
- Special requirements apply if the crane or hoist will be used to lift or transport personnel. Contact the Safety Manager for assistance.

A Checklist for Critical Lifts will be used for lifts where:

- Load exceeds 75% of the crane's rated capacity.
- Special hoisting/rigging equipment will be used.
- Two or more cranes/booms will be used.
- Part of lift is done "blindly" to operator
- If cost is over a certain monetary value (customer driven)
- Lifting over a building
- Use of Lee Contracting's Critical Lift plan will be documented prior to critical lifts.

Prior to the start of hoisting operations, determine the following:

- The weight of the load and rigging.
- Whether the load is within the capability of the equipment being used.
- Whether the surrounding surface is capable of supporting the crane and the load.
- Whether the swing radius and operating radius are barricaded or secured to prevent someone from being injured.

When it is necessary to have an employee accompany a load for purposes of making sure the load does not swing into objects (called walking a load):

- Make sure that the load has been secured to the rig.
- Do not allow anyone under the load.

- Clear the path of travel ahead of time and be sure that the travel surface can support the weight of the crane and the load.
- Keep the load as close to the ground as possible and use tag lines to help control swing.
- Do not allow personnel to attempt to hold the load with their hands or walk too close to the load.
- If the crane must be backed up, be sure that the back-up alarm is working and that the signal person can see the rear.
- Ensure communication remains constant especially if ground employee(s) become invisible to crane operator

Signaling

- Operators should be instructed to take signals from only one person.
- Make sure that the signal person knows all of the standard signals and they are posted on all of the cranes.
- Telephone or radio signaling for “blind” lifts require that the operator and the signal person discuss and practice their signals prior to any lifting.
- 2-ways may be used for signaling if connection is clear
- Operator must always remain hands-free during any communications with signaler
- All signal persons must wear a high visibility vest.

Ropes, Chains, Slings and Rigging Equipment

- All rigging equipment shall be inspected prior to each shift and have a documented annual inspection.
- Damaged equipment shall not be used and shall be either sent in for repair or destroyed.
- All hoist chains and wire rope slings are inspected annually by a competent person.
- All ropes which are used as lifelines shall be thoroughly inspected daily.
- Manila rope SHALL NOT BE USED AS LIFELINES!
- Wire rope chokers, chain, and nylon slings should be stored in a clean dry area, out of the sun.
- Dirt and sand are particularly damaging to wire rope, while sun light causes deterioration of nylon and other fabric slings.
- Slings, chains, and chokers shall have a durable tag affixed stating size, grade, rated capacity, and manufacturer.
- Slings, chains, chokers, hooks and associated rigging equipment must have an annual inspection tag or identification attached.
- Nylon and other fabric slings are not to be used near caustic chemicals, fumes, or vapors.

Tools – Power Driven

- All power-driven tools: gasoline, diesel, electric, compressed air, or hydraulic, shall be maintained in accordance with the manufacturer’s standards.
- All guards, keepers, locks, and other safety devices shall be used as intended by the manufacturer.
- Power-driven equipment shall not be modified or altered without written permission from the manufacturer.
- Operating manuals shall be available for all power-driven equipment.
- Competent Persons and Foremen shall ensure that employees who operate power equipment are familiar with all operational safety information provided in the manufacturer’s manuals.

Tools – Hand

- LIC employees are not permitted to bring personal tools onto the LIC campus or LIC job-sites.
- All tools must be in in good repair with proper guarding.

- All hand tools shall be inspected daily by the user.
- Tools with broken or cracked handles, damaged heads, bent shafts, etc., shall be removed from service.
- All hand tools are to be used as intended by the manufacturer.

Forklift Truck Scaffold Platforms:

- The platform shall be manufacturer approved
- The platform shall be attached to the forks by enclosed sleeves, and shall be secured so that it cannot tip or shift and be designed or approved for such purpose by the manufacturer.
- The platform shall have a guardrail on all sides consisting of top-rail, mid-rail, and toe-board, with mesh or panel on the mast side to guard against mast entanglement.
- The platform shall not extend beyond the forks more than 2-feet in any direction.
- A forklift truck with a personnel platform shall not be moved horizontally while the platform is occupied.
- The forklift truck operator shall remain in the truck or within 25-feet and eyesight of the truck whenever an employee is elevated on the platform.
- The operator must be able to see the elevated employee at all times.
- A wooden pallet shall not be used as a platform.

Ladders

- Only fiberglass ladders will be used around live electrical lines.
- Extension ladders must extend 3-feet above the landing area.
- Extension ladders must be secured prior to use.
- No work will be performed on the top step or top of a ladder.
- Use 3 points of contact while ascending and descending a ladder (2 hands and 1 foot or 2 feet and 1 hand)
- Keep your center of gravity within the ladder frame (torso within the frame)
- Always face the ladder
- All manufacturer labels must be visible.
- Ladders shall be inspected prior to each shift and have a documented annual inspection.
- Along with the above, ladders must be used in accordance with the manufacturers recommendations

Electrical Safety

Ground-Fault Circuit Interrupters

Whenever possible, all temporary 120 volts, 15, and 20-amp circuits should be equipped with GFCI type circuit breakers. This type of circuit breaker affords the best possible protection against accidental shock. Where above is not possible, portable GFCI's will be used. GFCI's should be used anytime a lead cord is used.

Lockout / Tagout

- Training is mandatory upon employment.
- Each authorized employee shall have the proper number of locks and devices to be able to perform proper lockout/tagout procedures for machines or equipment that they may be working on. Only standardized contractor/subcontractor locks are to be used.
- Lockout and tagout devices shall be affixed to each energy isolating device by authorized employees.
- Lockout and tagout devices shall indicate the identity of the employee applying the device including name and a working phone number.
- Lockout devices shall be affixed in a manner to hold the energy isolating devices in a safe or off position.

- Tagout devices shall be affixed in a manner that will clearly indicate that the operation or movement of isolating devices from the safe or off position.
- Tagout devices used with energy isolating devices with the capability of being locked out shall be fastened at the same point at which the lock would have been attached. If a tag cannot be directly attached to the energy isolation device, it shall be located as close as safely as possible to the device in a position that will be immediately obvious to anyone attempting to operate the device.
- Each energy source shall be locked out completely, isolating the equipment. Tagout is not acceptable where lockout is possible.
- Isolating machines or equipment shall include, but are not limited to:
 - Pumps, compressors, generators, electric distribution, storage tanks, etc.
- Each type of equipment to be isolated shall have specific procedures for isolation, i.e. for compressors: suction, discharge, power, starting, fuel, dumps shall be closed, locked and tagged out properly. The blow-down valve shall be opened, locked and tagged out properly. (NOTE): If compressor has a side stream hooked up, the side stream shall be closed, locked and tagged out properly.
- A representative sample of employees will be audited while conducting Lockout Tagout each year to ensure that trained employees are competent and training procedures are effective.
- Where the work requires exposure to, or handling of, energized conductors or switch gear of 440 volts or more between phases, 2 or more qualified employees shall work together.
- Training shall occur every three years or sooner if work practices change or an employee demonstrates need.

ARC FLASH

- **All employees to follow all instructions on equipment labeling. If no labeling available:**
 - Employees must be certified in Electrical Equipment Operations and have proper training to work within limited access boundary.
 - Only qualified employees are allowed in restricted areas with the proper PPE, including testing, troubleshooting and verification of power.
 - Perform arc flash hazard analysis. Study and verify.
 - Gather information to perform proper and accurate calculations.
 - Follow all proper PPE procedures of Federal and State Regulations.
 - Label equipment properly.

Electrical Personal Protective Equipment

- All PPE must be inspected prior to each day's use and immediately following any incident.
- ANSI Z87.1 rated safety glasses
- Rubber insulating gloves shall be tested prior to the first use and at not more than 6-month intervals or when suspect, repaired or used without protectors.
- When working on electrical equipment or wiring, employees will:
 1. Not wear conductive articles of clothing or jewelry
 2. Wear proper rated clothing such as cotton
 3. Wear electrical-rated boots
 4. Wear non-conductive gloves
 5. Follow all other instructions per company or manual
 6. Non-conductive head protection will be worn if there is danger of electrical burns or shock from contact with electricity.

- **Verification of power in addition to above requirements *Category 2 Clothing***
 - FR long sleeve shirt, rolled down and buttoned
 - FR pants or coveralls
 - Double layer switching hood
 - Class E hard hat
 - Arc rated face shield
 - ANSI Z87.1 rated safety glasses
 - EH footwear
 - Rubber insulated gloves
 - Hearing protection
 - Insulated tools as needed
- **Work on live conductors**
 - Working on live conductors **shall** be avoided whenever possible.
 - 40 CAL rated suit
 - Insulated tools

Where the work requires exposure to, or handling of, energized conductors or switch gear of 440 volts or more between phases, 2 or more qualified employees shall work together.

- All live work over 50V will require a written procedure exclusive to the situation which must be completed, prior to the work being performed, by the onsite foreman and authorized by an electrical manager.

Audits

Electrical and LOTO Safety Audits will be part of our routine audits and will be led on a regular basis by the Safety Department.

Electrical Cords

- Electrical cords should be run overhead whenever possible. If not possible, they should be protected from damage. Employees must be aware of the hazards associated with the misuse of extension cords and power strips. All extension cords and power strips will be inspected before use. If any defects are found, the cord or strip will be removed from service. All power strips must be UL listed and used per the manufacture's guidelines. No strip or cord with a missing grounding prong shall be plugged into outlets.

Tools

- All electrical tools will be stored in a clean, dry place when not in use.
- Employees will not carry electrical tools by the cord or yank cords from the wall.
- All tools will have grounding prongs. Any tool without a grounding prong will be removed from service.
- All electrical tools will be inspected before use. If any defects are found, the tool will be removed from service until it can be repaired or replaced.
- Fiberglass ladders will be used when working around or on electrical equipment or wires.

Guarding

- All electrical systems must be guarded to prevent contact with live conductors.

- All electrical distribution panels, breakers, disconnects, switches and junction boxes will be completely enclosed.
- Live parts to electrical equipment operating at 50 volts or more must be guarded to prevent contact and prevent damage.
- All electrical receptacles and cover plates will be kept intact and in good condition.
- All electrical panels will be easily accessible at all times and a minimum of three feet of clearance shall be maintained on all sides.

Power Lines

- Work should not be performed within 20-feet of energized electrical power lines. If the voltage is greater than 50,000 volts, add 4 more inches of safe distance for each 10,000 volts beyond 50,000. This applies to both personnel and equipment. If clearance cannot be maintained, work will not proceed until lines have been de-energized and grounded or other protective measures are in place.

Temporary Lighting

Temporary lighting must be provided in all work areas and must be installed in accordance with the National Electrical Code. Temporary lighting must be maintained at the minimum levels in all work areas throughout the length of the job.

Pre-Job Planning

An important factor in the success of any safety program is planning. Planning a job with health and safety in mind provides a clear set of directions for the protection of the employees and reduces the possibility of having to change operations. This ultimately reduces job cost. In keeping with our goals of high quality and reasonable costs, it is the policy to consider safety as an integral part of the pre-job plan.

In the Bidding Process

Estimators must include costs for all items required by law, such as but not limited to: hard hats, guardrails, and fire extinguishers. These items are obvious by the nature of the work. The Safety Department will, at the request of the estimator, review bid documents and drawings for the purpose of determining the nature and extent of any special exposures or hazards. The Safety Manager will provide estimating with as much information as possible regarding special safety equipment or operations that may be dictated by a particular project.

Pre-Work Survey

Whenever unusual work or work outside the normal scope on a project begins the Safety Department will survey the work area with the Project Manager (and an Owner's representative as necessary) for the purpose of determining any special hazards or exposures. The results of this survey and any suggestions will be provided in writing to the Project Manager. A Daily Pre-Task Hazard Analysis will be completed prior to each task. The Foreman is responsible for reviewing the task, hazards, and protective measures to be taken.

Welding, Cutting, Brazing

Whenever performing "Hot Work" (any work or action that will create excessive heat, spark or flame) the area should be free of hazards such as combustible and flammable substances. Welding blankets or other appropriate protection will be used to protect personnel and property. Where hazards cannot be removed or equipment cannot be protected, work will not take place until appropriate protective measures can be implemented.

A fire watch will be required under the following circumstances:

- Contract Owner requirement.
- In locations where other than a minor fire might develop.
- When combustible materials are within 35-feet of Hot Work operations or outside 35-feet but easily ignitable (ex: open flammable NFPA 4).
- Where wall or floor openings could allow sparks to travel to other levels/floors.
- Fire watch to remain at a minimum of 30 minutes after Hot Work is performed.

Fire Watch personnel will be trained in the following:

- Proper use and placement (readily accessible) of a fire extinguisher.
- Recognition of fire hazards such as combustible and/or flammable materials and chemicals.
- Plant emergency notification and procedures.
- Only qualified personnel will perform welding, cutting, and brazing operations.
- All welding and burning equipment will be inspected prior to use.
- Hot Work Permits will be used when required by the Owner or when hazards warrant as determined by a qualified person.
- When Hot Work operations must be performed in confined spaces, follow the requirements as outlined in the Confined Space Entry section of this manual.
- Any welding, cutting, or burning of products containing lead, cadmium, zinc, mercury, beryllium, or other exotic metals or paints require ventilation or respirators.

Fall Protection

All personnel exposed to fall hazards will be trained to recognize those hazards and take appropriate protective measures. Appropriate training forms will be used.

- 100% Fall Protection is required anytime there is a fall exposure of 6-feet or more.
- Whenever possible, fall hazards will be eliminated through the use of guardrails, perimeter cables, safety nets, or hole covers. OSHA states that any hole greater than 2" must be covered.
- When the hazard cannot be eliminated, a Personal Fall Arrest System (PFAS) will be used.
- Only SRLs or positioning lanyards are to be used
- When none of the above is feasible, a Fall Protection Plan will be implemented.
- The Company Safety Manager must approve all Fall Protection Plans.
- Controlled Access Zones (CAZ) and Safety Monitoring Systems are not considered good Fall Protection practice by LIC, and will not be allowed.
- Only equipment designed and designated for Fall Protection shall be used.
- Rescue shall be provided for prompt rescue of employees in the event of a fall. Rescue procedures shall be planned and discussed with employee by competent person prior to task being performed.
- Employees must comply with Lee Contracting, Inc. Fall Protection Policy and Procedures.

Excavations

- A competent Person who is trained in safe excavations shall inspect the area prior to beginning excavation. Results of inspection must be documented
- All utilities will be located, verified, and permanently marked for the duration of the project
- Before drilling any holes, setting any ground rods, fence posts, etc. within 10' of any utilities, the locations will be marked then verified by a competent person before installation
- A superintendent (one point of contact) will be on site for coordination between the trades (this person will also brief new workers)

- Competent Person who is trained in safe excavations shall be present at site.
- Competent person shall conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-ins, failure of protective systems, hazardous atmospheres or other hazardous conditions. Results of inspection must be documented (Daily Excavation Checklist)
- An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when the trench will be or is occupied by employees. Results of inspection must be documented
- Competent person is responsible for Enforcing and Adhering to all Federal and State Regulations and LIC and Customer requirements.

Concrete and Masonry - Reinforcing Steel (Re-bar)

- Any employee who is placing or tying re-bar more than 6-feet above adjacent surfaces must use a safety belt.
- Access across re-bar for general traffic shall be by constructed walkway.
- No employee shall be permitted to work above vertically protruding re-steel, unless it has been guarded to protect against impalement.
- Vertical re-bar for walls, piers, columns, etc., shall be braced and guyed against collapse.
- Re-bar shall not be used for any part of a scaffold, nor as a lifting device.
- Re-bar shall not be welded.
- Rolled mesh shall be secured against recoil. Unguarded spear ends shall be clipped to the nearest joint.
- All vertical rebar-steel must be capped by approved OSHA standards.

Forming

- Formwork shall be designed, erected, supported, and braced to be able to bear vertical and lateral loads during placement and curing of concrete.
- Drawings for shored formwork that show jack layout, shores, work decks, and scaffolds shall be available at the job-site.
- Any employee who does formwork 6-feet or more above the ground or floor shall wear a Personal Fall Arrest System and SRL at all times.
- A tag line shall be used to control large form panels and sections.
- Built up form sections shall have lifting attachments that are capable of supporting the load.
- Forms shall not be removed until the concrete can hold its designed load.
- When removed, the stripped forms shall be immediately cleaned of protruding nails.

Shoring

- Shoring sills shall be sound, rigid, and capable of bearing the maximum load.
- When shoring from soil, care must be taken to see that the soil is capable of bearing the load.
- Soil shall be inspected after each load-bearing occurrence to see that it can still sustain the load.
- Vertical shores shall be plumb and braced laterally to give stability during erection and concrete placement.
- Shoring equipment shall be inspected by a qualified person before erection and before, during, and after concrete placement.
- If, after any of these inspections, the shoring is found to be defective, the forms shall be re-shored.

- Only designated employees shall be permitted immediately under the forms during concrete placement.
- Shoring shall not be released, and loads shall not be superimposed, unless a qualified person indicates that the concrete has developed sufficient strength (at least 70% of designed strength).
- Single-post shores shall be braced horizontally in both longitudinal and transverse directions.
- Defective timbers or heavily rusted members shall not be used.
- Setting nails shall be driven home, with points bent over, if possible.

Concrete Placement

- A concrete mixer with a one-yard or larger skip shall have a mechanical clearing device, and a guardrail capable of withstanding a 200-pound thrust on both sides.
- The handles of concrete buggies shall not extend beyond the wheels on either side.
- Concrete buckets shall have positive latches to prevent accidental discharge, and shall be lifted by means of a swivel-type hook. No employee shall be permitted to ride on them, or to work under them.
- When the point of placement is not visible to the crane operator, a signaler shall be used. If this is not possible, telephone communications must be used.
- Nextel's or similar two-way radios shall not be used for equipment signaling due to the one and one-half second transmission delay.
- Pumping systems shall have supports that are designed for a 100% overload.
- Air hose connections shall be positively secured to prevent accidental breakaway. (Chicago fittings)
- Employees involved in green cutting, sand blasting, and concrete pumping shall wear head, face, and eye protection.
- Vibrator motors shall be properly grounded, and shall be protected against coming into contact with wet concrete.
- Bull floats used near possible electrical contact shall have handles that are non-conductive.
- Concrete troweling machines shall be equipped with switches that automatically shut off when the handle is released.

Precast

- The lifting attachments for precast shall have a design safety factor of five.
- Reinforcing steel shall not be used as a lifting device.
- Precast members shall be properly braced against shifting or collapse.
- No employee shall be permitted to work under a precast member during a lifting operation.
- A bracing plan must be submitted to appropriate Safety Committee or Person prior to working under or around pre-cast member.

Confined Space Entry

Confined Space Training is mandatory prior to entering a confined space. No employee shall enter areas defined below without authorization:

- A space that is NOT DESIGNED FOR CONTINUOUS employee OCCUPANCY: and
- Is large enough and so configured that a person can bodily enter into and perform assigned work and:
- Has LIMITED or RESTRICTED means for ENTRY OR EXIT: and
- May have a POSSIBLE HAZARDOUS ATMOSPHERE that might expose employees to the risk of death, impairment of ability to self-rescue caused by:
 - Flammable gas
 - Airborne combustible dust
 - Atmospheric oxygen concentration below 19.5% or above 23.5%

- A toxic atmosphere or substance
- Danger of engulfment

Procedure for entry to a confined space is as follows:

- The atmosphere must be tested, and results documented and kept at the jobsite.
- Employees must be trained in the Construction Confined space standard
- A means of rescue must be planned and in place prior to entry
- Gas cylinders and valves must be maintained outside of the confined space
- Continuous air monitoring shall be performed while work is being performed
- As another resort Lee has retractable lanyards to bring employees back to the entrance

Examples of confined spaces (there are many others)

- Storage tanks
- Process vessels
- Bins
- Boilers
- Ventilation ducts
- Sewers
- Underground utility vaults
- Tunnels (after construction is completed)
- Pipelines
- Open top spaces more than four feet in depth, such as pits, tubs, vaults, and vessels

Safe Vehicle Operation

Drivers must attend safety meetings as required by the Safety Manager. All drivers shall be schooled in general safe operating procedures and in specific safe procedures applicable to their individual vehicles. Drivers are responsible to make sure that all loads are chained, strapped, blocked, or trapped effectively to prevent accidental loss of any part, or all, of the load. Drivers are responsible to comply with all laws, regulations, and traffic controls that apply to the operation of their vehicles.

Vehicle Accident Reporting

Any accident or damage to a LIC vehicle, loss of load, injury, damage to property, or other incident involving a LIC on-road vehicle shall be reported to the Lee Fleet Hotline immediately. Follow the procedure located in the glovebox or console along with a blank Vehicle Accident Report.

Any accident involving personal injury or more than \$500.00 in property damage shall be reported to the local police, sheriff, or highway patrol immediately.

Disciplinary Action

Drivers with bad driving records as a result of either traffic violations or accidents are subject to review and possible disciplinary action, including suspension and termination, within the DOT requirements and written company policy.

Drug and Alcohol Abuse Policy

It is the policy of LIC to ensure a safe, healthy, and productive environment for our employees and for others on company property; to protect company property and the property of our clients; and to produce efficient operations. This policy restricts certain items and substances from being brought on, or being present on,

company premises; prohibits company employees and others working on company property from reporting to work under the influence of certain drugs, alcohols, and other substances which affect the employee's ability to perform work safely.

Prohibited Articles

The company prohibits the use, possession, selling, distribution, or transportation on its premises, facilities, or workplaces any of the following:

- Alcohol, marijuana, illegal or illicit drugs including mind or mood-altering substances, "look-alike" substances, designer and synthetic drugs, and certain inhalants of abuse.
- Equipment and/or paraphernalia related to illegal drug or substance use.

Exception

Employees and others covered by this policy may possess, on company premises, prescription drugs and "over-the-counter" medications provided:

- The prescription drugs are prescribed by an authorized medical practitioner for current use (less than 1-year old) by the person in possession.
- The drugs, both prescription and over-the-counter, are limited to one day's supply or must be kept in the original container.
- When appropriate, the company may determine, by consulting with a medical doctor, that a particular prescription drug or over-the-counter drug produces hazardous effects that MAY impair an employee's ability to work safely.
- The company may also obtain a medical doctor's recommendation for an alternate medication that would not impair the employee's ability to work safely.

Suspected drug/alcohol use

Employees may be required to submit to drug and/or alcohol tests whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, demeanor, appearance, performance decline, attendance or behavioral changes, erratic behavior (such as involvement in an accident resulting in significant property damage), results of drug searches or other detection methods, or involvement in a work-related accident when drug and/or alcohol use is reasonably believed to have contributed to the accident, as determined in the Company's sole and exclusive discretion. Employees will not be retaliated against for reporting an accident or injury to the Company

Penalty

Any person found to be in violation of this policy shall be removed from the company premises and, if a company employee, shall be subject to disciplinary action, which could include termination.

SECTION 3. Emergency Preparedness

Policy

It is the policy of LIC that all Projects will develop procedures to deal with unforeseen events. This plan or group of plans must be adapted to each particular job and geographic location. Emergency action plans (EAP) shall be developed prior to work beginning. Please see our specific HSE 014 Emergency Response document.

LIC has to prepare basic emergency response plans that consider reasonably expected emergency events. It is the responsibility of the Project Manager, Department/Assistant Manager, and Safety Representatives to modify plans to meet the needs and reasonable expectations of the site in order to provide the best response in the event of an emergency.

It is very important that all our employees be instructed and understand the procedures that they are to follow during an emergency.

First Aid & CPR

On all job sites Lee Contracting will provide at least one employee trained in First Aid, CPR and AED use. In the event of an emergency that employee will provide care to injured employees within the scope of their training, and upon lawful consent to treat until EMS or a sufficiently qualified medical care provider arrives. First aid supplies sufficient for the type of work and the number of people on the project shall be maintained at all times. Medical Supplies are to be inventoried before being sent to the job and weekly thereafter.

All employees shall be trained in how to summon emergency medical assistance and what to do until it arrives. On Projects with unique or unanticipated hazards, response plans are to be developed immediately upon recognition.

Examples of EAP modifications include but are not limited to:

- Eye wash and shower stations, location(s) of emergency phones, etc.
- Arrangements for transportation of injured persons shall be made and be available during all hours of work.
- Injured LIC personnel are not to transport themselves to get medical assistance. In the event a lone LIC employee is injured while on a job-site a car service shall be utilized for transportation, i.e. Uber, Lyft or a Taxi service. Cost associated with this transportation shall be covered by LIC.
- Every Project shall make arrangements with a local doctor, clinic, and/or hospital for the treatment of any injured employees. These arrangements are the responsibility of the Project Manager and should be made prior to the job beginning in order to minimize delays in patient treatment.
- A list of emergency telephone numbers shall be prepared. The list should include numbers for the ambulance, hospital, local doctor, fire department, and police. This list shall be posted in a conspicuous place near job activities.
- The use of the emergency action/response information poster, when filled out and properly posted, will fulfill this requirement.

All EAP's should consider, plan, and train in such a way to minimize time between the injury and the time the ambulance attendants reach the victim (such as: having someone meet and direct the ambulance). Make a few people available to help the ambulance crew if needed. If possible the injured person may notify their family themselves. If the injured person is unable to do so, LIC professionals must contact the Human Resources and Safety Manager immediately, upon which all efforts will be made to contact the family as promptly as possible.

Active Shooter/Threat:

Please review this section in our HSE 014 document but follow these basic principles, in order, given the situation:

- **Run** – run from building and away from threat if direction is known
- **Hide** – find an effective place to hide that won't likely result in violence, and prepare to
- **Fight** – as a last resort to save yourself from harm

Housekeeping/ Accident Clean-Up - Follow "Blood Borne Pathogens" (universal precautions)

- Housekeeping precautions are to be used to avoid contact with blood – only those trained in BBP are allowed to work with blood or OPIM (other potentially infectious materials) clean up.
- Whenever possible efforts should be made to clean up before the ambulance leaves the site.
- They will take contaminated materials with them for proper disposal. If this is not possible, contact the Safety Manager for proper disposal directions.
- Disposal of contaminated universal precautions equipment.
- Decontamination of contaminated surfaces.
- Drug Screening Personnel.
- All equipment, environmental and working surfaces contaminated with blood or OPIM shall be cleaned ASAP or disposed of:
- A disinfectant shall be used.
- Universal precaution equipment shall be used during clean up.
- Cleaning waste solids shall be disposed of as discussed above.
- Liquid waste shall be disposed of properly.
- Document all information on exposures.
- Arrange to have responder obtain HBV vaccine or HBV antibody test.
- Maintain contact with consulting health care professionals and ensure all necessary follow-up is completed.

Fire

- Evacuation meeting area is to be determined or established prior to each project.
- In the event of a fire, notify those in danger and the customer emergency contact of the exact location and nature of the fire.
- LIC employees and first responders may but are not required to attempt to extinguish an incipient fire under their scope of work purview using a portable fire extinguisher.
- In the event that an incipient fire is not able to be suppressed and becomes an emergency the LIC first responders should enact the site-specific emergency response program and initiate an orderly evacuation of the job. The Foremen and Managers will assemble away from the building area and account for all LIC employees in their crew.
- Notify the LIC Safety Manager and Project Manager as soon as possible.
- As customer emergency contacts arrive, Project Management should be notified and report to the customer Management representative. Inform them of the pertinent facts, such as:
 - The type and specific location of the fire.
 - Whether or not all employees have been evacuated.
- Project Management should remain available to provide further information if requested.

Structural Collapse, Equipment Failure, Weather Emergencies

These types of emergencies require the exercise of judgement by Project Management and supervision. It is likely that some or all of the steps outlined for injury or fire may be applicable. The Safety Manager will respond

and assist upon notification. In the event of structural collapse or equipment failure, notify the Facilities Manager immediately. They will provide any necessary assistance.

Severe Weather - Preventative Measures

Severe weather of various types may occur at any of the customer site locations. Preventative measures can and should be taken to avoid injury when severe weather strikes.

- Monitor severe weather forecasts daily - be alert for tornado watches and other severe weather warnings.
- Be sure that material stockpiles, scrap, decking, plywood, or other items which could be moved by high winds, are secured: especially on upper floors, roofs, and open areas.
- When working out of doors and lightning and/or high winds are imminent, safely end hoisting activities and any other work in which an employee may be exposed to these dangers.
 - 28mph wind is max to use aerial or scissor lift in.
- When tornado watches are in effect, inform all employees and prepare for an orderly shutdown and evacuation in the event that an actual tornado warning is sounded.
- Snow and ice cause slips and falls, and also add tremendous amounts of weight to any load. Be prepared to deal with ice and snow as a job hazard.
- Shelters and evacuation areas will be identified per project.
- Storm shelters and evacuation areas shall be identified as such.

SECTION 4. Protection of the Project and Public

Policy

It is the policy of LIC that every Project must develop a "Security Program" suited to its particular needs. A security program should be designed to protect the interests of the Owner, all contractors, and employees from losses due to theft, vandalism, and any other outside interferences, whether accidental or intentional. It must also be designed to keep the general public out of the job-site and away from the hazards of any construction activity.

Fences and Barricades

Wherever possible, job-sites shall be fenced or barricaded off around their entire perimeter, especially when our work puts us in proximity to non-construction personnel, such as in an operating plant. The barricades or fencing should be of sufficient size, durability, and signage to keep all unauthorized people away from the work area.

Environmental Protection

Damage to the environment is very costly, both in clean-up requirements and fines. Projects must control all items that could adversely affect the natural surroundings.

- HAZMAT training is mandatory upon employment.
- Fuels, oils, solvents, and other chemicals used in the construction process must be contained properly.
- Spills of any kind must be cleaned up.
- Chemicals and their containers must be disposed of properly.
- If there is a chemical spill at one of our job-sites for which we are the responsible party, the Corporate Safety Manager is to be contacted immediately for assistance.
- Each chemical and material should have an SDS readily available for viewing for all LIC employees – these are available on LEDMS under the Safety tab or otherwise hard copies are available at buildings respective to their departments.

In the event of a chemical spill, the employee(s) involved will perform the following:

- The employee(s) will identify the existence of the spill.
- The employee(s) will inform their immediate supervision who in-turn will notify the appropriate on-site authorities.
- LIC's hazardous spill containment kit will be located and moved to the vicinity of the spill.
- In accordance with SDS requirements, the spill will be contained, storm drains will be covered, and the spill will be absorbed.
- The absorbed material will be cleaned up and put into the spill containment kit barrel for proper disposal.
- LIC will arrange for the hazardous material to (1) be removed from site by an authorized hazardous waste hauler, or (2) be taken to customer's hazardous waste location at their direction.
- Document actions taken for follow-up report requirements.

Biology and Wildlife

If there is a known threat in the form of harmful plants, reptiles, animals or insects present, all employees shall be adequately protected. If our employees have allergies to one of these, such as bees or poison ivy, they must be reasonably protected prior to continuation of work. First Aid supplies will be provided along with more protective measures due to the potential severity of these allergies. As stated previously, a Lee employee or representative trained in First Aid/CPR must be on each job.

SECTION 5. Reports and Recordkeeping

Policy

It is the policy of LIC that all injuries, accidents, damage claims, and potentially serious accidents must be reported to the HR Manager immediately after the occurrence. It is the responsibility of the Department/Assistant Managers and/or Safety Representatives to ensure that these procedures are followed, and reports made in a timely manner.

Incident Investigation

All near misses, accidents, potentially serious incidents, lost time injuries, and property damage involving LIC employees must be investigated thoroughly and a written report completed and filed with the Safety Manager. The purpose of the report will be to determine the causes of the incident so steps can be taken to prevent a reoccurrence.

- All preliminary investigations will be complete within 24 hours
- Investigations should be completed within 48 hours.
- The investigation committee will be determined based on the severity of the incident and may involve the Safety Manager or Representative, Project Manager, Dept/Assistant Manager, Foreman and witnesses.
- The Safety Manager or safety representative shall assist in the investigation as needed and will arrange for any other appropriate agencies to assist.
- The LIC Investigation Guidelines and forms are to be used. Newest version can be found on LEDMS.

Serious Injuries

In the event of a serious injury, the first priority is immediate medical care. Make sure you know the employee's name, but DO NOT delay care for any reason. After the employee is on their way to the hospital (not under their own power), preserve the scene and obtain as much information as possible:

- Provide immediate care and secure the scene to ensure that no further harm can be done.
- If serious enough (amputation, loss of eye, bone breaking skin, etc.), ensure ambulance is called to transport employee to medical care
 - Employee at site should guide ambulance to correct location to ensure timeliness
- Take pictures of the environment including but not limited to: materials, equipment, employee position, etc.
- Complete the incident report.
- Collect witness statements, location of the incident, how and why it happened, etc.
- Notify the Safety Manager and the HR Manager. Tell them what you know about the incident and where the injured person has been taken.
- Notify the Dept/Assistant Manager. He will then start the investigation with the assistance of the Safety Manager, HR Manager, Foremen, and Customer.

Non-Serious Medical Injuries

All pertinent information:

- Again, provide care and secure the scene first to ensure that no further harm can be done.
- Take pictures of the environment including but not limited to: materials, equipment, employee position, etc.
- Complete the incident report.
- Interview Witnesses, location of the incident, how and why it happened, etc.

- Notify the Safety Manager and the Dept/Assistant Manager. Tell them what you know about the incident and where the injured person has been taken
- When the employee returns to the job, they should have the attending physician's return to work instructions, including any restrictions. This information will govern the employee's return to work.
- Within 24-hours, forward the completed Incident Report to the Safety Manager, along with any additional information available about the injury.
- Notify the Project Manager accordingly.

First Aid Only

In cases where only job-site First Aid is provided, complete the Incident Report:

- Send the form and other available information to the Safety Manager or HR within 24-hours.
- Return to Work.
- Forward any pertinent information to the Dept/Assistant Manager and Project Manager.

Theft or Damage to LIC Property

All incidents of theft or damage to company property should be reported to the police as soon as possible. Incidents of theft or other damage must also be reported to a Manager as soon as possible. Provide all information about the time, place, and equipment that were stolen or damaged, etc.

Property Damage Over \$500

- Secure the scene to ensure that no further harm can be done.
- Complete an incident report with-in 24 hours
- Take pictures of the environment including but not limited to: materials, equipment, employee position, etc.
- Interview Witnesses, location of the incident, how and why it happened, etc.
- Notify the Dept/Assistant Manager and Project Manager.
- The company will conduct a post-accident drug (urine, BAC or both) screen for any property damage over \$500

Property Damage Under \$500.

- Secure the scene to ensure that no further harm can be done.
- Complete an incident report with-in 24 hours
- Take pictures of the environment including but not limited to: materials, equipment, employee position, etc.
- Interview Witnesses, location of the incident, how and why it happened, etc.
- Notify the Dept/Assistant Manager and Project Manager.

OSHA Recordkeeping

LIC will comply with any and all OSHA, MIOSHA, or other state policies regarding injury and illness recordkeeping. This includes but is not limited to:

- Written records will be kept of work-related injuries, illnesses and fatalities
- Recordable injuries and illnesses must be recorded on the OSHA 300 Log within seven calendar days of receiving confirmation of injury/illness
- 300A Summary will be signed by a company official
- Annual OSHA 300 summary will be posted in a conspicuous location from February 1st until April 30th of each calendar year
- Records of this nature will be kept for a minimum of five years

SECTION 6. Responsibilities of Subcontractors

Policy

It is the policy of LIC that all subcontractors and tier-contractors comply fully with all OSHA/MIOSHA standards and all requirements imposed by the Customer. The most stringent shall be followed.

Duties shall include but are not limited to:

- Consideration to all safety factors during the bidding and planning stages of the job.
- Compliance with all Federal, State, and Local safety regulations.
- Compliance with the safety programs of LIC and its Customers .
- Provide and enforce the use of personal protective equipment.
- Promptly investigate any accident, injury, or damage to property and file a report with LIC Safety Manager within 48 hours.
- Comply with all record keeping requirements of the government, LIC Customers, and the insurance company. As part of the terms and agreement such records are auditable material by the LIC Safety Manager and any designated representatives
- Maintain and use tools, equipment, and machinery in safe condition.
- Maintain good housekeeping conditions and fire protection equipment.

Require participation in all of the following as described in the LIC Safety Program:

- New employee orientation for each employee.
- Weekly toolbox safety meetings for all employees.
- Attendance at project communication meetings where safety is part of the regular planning meeting (General Foreman/Competent Person).
- Maintain documentation of employee participation in safety meetings.
- Maintain a log of disciplinary action taken on safety violations.
- Maintain and submit to LIC: daily and monthly, manpower reporting.

SECTION 7. Inspections by OSHA, MIOSHA, and Other Public Safety Agencies

Policy

The diverse scope of our work and the geographically scattered locations of our projects cause the LIC jobs to come under the jurisdiction of many different government agencies. The primary agency is the Occupational Safety and Health Administration (OSHA). There are also numerous state and local agencies which may have either concurrent or exclusive jurisdiction.

OSHA (and most state agencies) is required by law to conduct regular Inspections of construction sites. They may also inspect jobs because of a complaint from a worker or because of serious injuries. These inspections take place without prior notice. The inspecting officer will arrive at the job-site, identify themselves, and announce their purpose. These inspecting officers have a legal procedure that they must follow. Although these procedures may seem slow or time consuming, it is in the best interest of LIC and LIC representatives to be respectful, patient and cooperative.

If your project is selected for inspection, the following steps should be taken:

1. Contact the Safety Manager for information and/or assistance upon arrival of the officer.
2. Contact a customer representative. He/She may have some objections or restrictions, or s/he may just want to observe.
3. You must obtain authorization to allow entry of any person, organization, or group of persons.
4. Treat the Compliance Officer with professional courtesy and respect.
5. ALWAYS accompany the Compliance Officer when he is on the job-site. Make notes of what s/he observes, to whom he talks, and take pictures where he takes pictures.
6. The Compliance Officer is entitled to have a private interview with employees. However, the employees' Foreman may be present if either party so desires.
7. The Compliance Officer is entitled to meet with all employee representatives during the inspection and to have an employee representative accompany them during the inspection. It is the responsibility of the Safety Representative, Dept/Assistant Manager and/or Foreman to escort the inspector at this time, acting as a guide and allowing them to perform their work and communicate with any employees available.
8. Some examples of what an inspector may request are injury records, crane and forklift inspections, GFCI, and Toolbox Safety Meetings, along with any other Safety Program documentation. NOTE: Never give the Compliance Officer a copy of anything!
9. At the closing conference, ask the Compliance Officer for a detailed list of the findings.

Forward a copy of that list to the Safety Manager. Do not panic in the event an OSHA Compliance Officer visits a site, again it is to our benefit to be patient, respectful, and cooperative. A good attitude can go a long way.

Always remember that all employees are representing LIC at all times and should act accordingly; it is to be expected that each individual is held to a superior standard in regard to safety and otherwise, regardless of who is on site.

SECTION 8. Process Safety Management Program

Purpose

To establish procedures and specific criteria for protecting the LIC work force and the client from the consequences of catastrophic release of toxic, reactive, flammable, or explosive chemicals.

Scope

This procedure applies to all LIC employees, affiliated companies, and subcontractors who may be assigned to work in industries during the course of the workday, which must comply with the Contract.

Responsibilities

Program responsibilities for all safety programs have been addressed in the responsibility portion of this safety manual. While all LIC personnel are responsible to follow company safety rules and regulations, in addition to all Federal, State, and Local requirements, the Project Manager or designated managers, and the on-site Safety Representative has specific responsibilities to ensure these program requirements are met.

Application

This program shall apply to all LIC employees, affiliated companies, and subcontractors whose job scope requires their presence at a facility whose processes fall under the Process Safety Standard.

Process Safety Management (PSM) Program

LIC will implement and maintain a Process Safety Management Awareness training program for all employees whose job duties meet the provisions. This program will be implemented and monitored by the Safety Manager in conjunction with applicable site representatives (designated as owners or operators). The Safety Manager will determine the applicability of the PSM program on a job by job basis after consultation with site management regarding job scope and authority.

Initial Orientation upon Acceptance of Employment

- Shall consist of Module Training
- Documentation of Training
- Abide by Training Procedures
- Orientation Modules are to include but are not limited to:
 - Aerial Lift Devices
 - Asbestos Awareness
 - Bloodborne Pathogens
 - Concrete and Masonry Construction
 - Confined Spaces and Permit Required Confined Spaces
 - Cranes and Rigging
 - Electrical Safety
 - Ergonomics
 - Fall Protection
 - Fire Protection and Life Safety
 - First Aid – Basic Requirements
 - GHS & OSHA Hazardous Communications
 - Hand and Power Tools
 - Hydrogen Sulfide Awareness
 - Lead Safety in the Work Place
 - Lockout / Tag-out
 - Materials Handling and Storage
 - Occupational Noise Exposure
 - Personal Protective Equipment
 - Process Safety Management
 - Respirable Crystalline Silica Awareness
 - Respiratory Protection
 - Rigging Safety
 - Scaffolding Safety
 - Sit-down Fork Lift
 - Stairway and Ladder Safety
 - Welding, Cutting, Brazing

Training Program – Continued Training

Each employee covered by this program will be adequately trained in the safe work practices necessary to perform the job. The LIC program is a training awareness document designed to ensure that all employees know and understand the scope and provisions of the standard including but not limited to:

- An understandable explanation of Process Safety Management and the origin of the standard.
- Site-specific hazards related to potential fire, explosion, or toxic releases and how their job may impact these.
- Provisions of the site emergency action plan (EAP).
- Hazards that may be created by LIC employees' work activities.
- Accident, injury, and near miss reporting protocols, and pertinent records retention requirements.
- Availability of pertinent chemical and material information (SDS), trade secret provisions, and employer's safe work practice expectations.
- Hot work provisions of the site and applicable permit requirements.
- Retraining will occur when work practices change, an employee requests training or demonstrates need, and as required by law or regulation.

Trainings Records

LIC will maintain training records that contain the identity of persons whom are trained, dates of training, and the means utilized to verify thorough understanding of the subject for the duration of employment or longer as required by law or regulation.

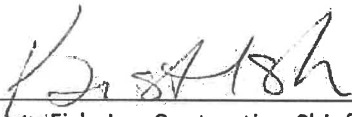
Program Links

[Abrasive Blasting](#)
[Aerial Lifts](#)
[Behavior Based Safety](#)
[Benzene Awareness](#)
[Bloodborne Pathogens](#)
[Cadmium and Hexavalent Chromium](#)
[Civil Construction](#)
[Confined Space](#)
[Crane Operator Offshore](#)
[Cranes](#)
[Disciplinary Program](#)
[Driving Safety](#)
[Electrical Safety](#)
[Emergency Response Plan](#)
[Ergonomics Program](#)
[Fall Protection](#)
[Fire Protection](#)
[First Aid](#)
[Forklift and Industrial Trucks](#)
[General Waste Management](#)
[GFCI Assured Equipment Grounding](#)
[Grinding, Sand Blasting](#)
[Hand and Power Tools](#)
[Hazard Communication](#)
[Heat, Cold Stress](#)
[Hydro-Blasting Program](#)
[Hydrogen Sulfide](#)
[Incident Investigation](#)

[Illness and Injury Recordkeeping](#)
[Job Competency, Training](#)
[Ladder Safety](#)
[Lead](#)
[Lead Awareness](#)
[Line Clearance Tree Trimming](#)
[Live Line Tools](#)
[LOTO](#)
[Mechanical Energized Power Lines](#)
[Natural Occurring Radioactive Material](#)
[Noise Exposure Hearing Conservation](#)
[Overhead Power Lines](#)
[PPE](#)
[Preventative Maintenance](#)
[Process Safety Management](#)
[Respiratory Protection](#)
[Rigging Material Handling](#)
[Scaffolds](#)
[Short Service Employee](#)
[Silica Program](#)
[Spill Prevention](#)
[Stop Work Authority](#)
[Subcontractor Management Plan](#)
[Trenching Shoring Excavations](#)
[Welding Cutting Hot Work](#)

Lee Contracting Safety Manual Approval

I certify that I will uphold the rules and information contained in this manual, and will hold each individual accountable for all the items contained within.


Krista Fish, Lee Contracting Chief Administrative Officer


Michael Cieslak, Lee Contracting Director of Safety

Date: 1.9.21


**INDUSTRIAL
CONTRACTING**



POST-BID ADDENDUM
PAGE 1 OF 2

PROJECT:	Instrumentation and Controls Improvements
OWNER:	City of Ann Arbor 301 East Huron Street Ann Arbor, MI 48104
BIDDER:	Lee Contracting, Inc. D.B.A. Midwest Power Inc. 631 Cesar E. Chavez Avenue Pontiac, MI 48342
ENGINEER:	Fishbeck 1515 Arboretum Drive, SE Grand Rapids, MI 49546
DRAWING REVISION NO.:	None
ISSUED HEREWITH:	
SPECIFICATION SECTIONS:	None
SHEETS:	None

This Post-Bid Addendum is issued after receipt of Bids and prior to the award of Contract. The following revisions, additions and/or deletions shall be made to the Drawings, Schedules and Specifications for the above project. This Post-Bid Addendum will be included as part of, and is subject to, the terms of the Contract Documents. All pricing for the work described herein shall be submitted prior to award of Contract.

The items below are being considered as possible changes to the Contract Documents for this Project. The apparent successful Bidder is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Bid Price. Costs are requested as lump sums unless otherwise noted as a unit cost. Include all labor, materials, overhead and profit, trades, subcontractors, and related costs.

This Post-Bid Addendum is not to be deemed authorization or award of the Contract.

Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.

Bidder is responsible for notifying Engineer, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but not specifically mentioned as a cost item in this Post-Bid Addendum.

Return one completed and signed copy of the Post-Bid Addendum to Engineer on or before the due date noted above. The previously submitted bidding documents will be combined with the Post Bid Addendum documentation.

Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Post-Bid Addendum. Each Post-Bid Addendum item is an all-inclusive item and may concern work from several trades or Subcontractors. It is Bidder's responsibility to ensure that all work for each item has been included in the total cost figure provided to Owner.

ITEM NO. 1: Replacement of Filters 11-26 Backwash Turbidimeters
Section: City of Ann Arbor Public Improvement Request for Proposal document (not reissued)
01 23 00 – Alternates (not reissued)

A. Alternate 3 was added to Specification Section 01 23 00, with the addition of Paragraph 1.3 C.:

C. Alternate 3:

1. Replacement of filter backwash turbidity sensors and controllers, for Filters 11 through 26, separate from scope delineated in Bid Items 2.2 and 2.3.
 - a. Add demolition of existing backwash turbidity sensors and controllers for Filters 11-26, as indicated on Drawings D402-D407,
 - b. Add furnishing and installation of new filter backwash turbidity sensors and controllers for Filters 11-26, as specified in Division 40 Section "Instrumentation and Control for Process Systems" and as indicated on Drawings P101-P109, P202-P207, P301-P303, E202-E207, I101-I107.

POST-BID ADDENDUM
PAGE 2 OF 2

B. Alternate 3 was added to the bid form, page 16 of the City of Ann Arbor Public Improvement RFP document.

ADD/DEDUCT: \$ 245,000

Bidder:

Matthew Shaeffer

Signature

Matt Shaeffer Operations Manager

Name and Title of Signatory

6/24/2026

Date

END OF POST-BID ADDENDUM