

## CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and HURON VALLEY ELECTRIC, INC. ("Contractor"), a Michigan corporation located at 425 Jackson Plaza, Ann Arbor, MI 48103.

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

### ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled **Fire Station 3 Emergency Generator** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

Non-discrimination and Living Wage  
Declaration of Compliance Forms (if  
applicable)  
Vendor Conflict of Interest Form  
Prevailing Wage Declaration of  
Compliance Form (if applicable)  
Bid Forms  
Contract and Exhibits  
Bonds

General Conditions  
Standard Specifications  
Detailed Specifications  
Plans  
Addenda

### ARTICLE II - Definitions

**Administering Service Area** means **Fire Services**.

**Project** means **Fire Station 3 Emergency Generator RFP 24-43**

**Supervising Professional** means the person acting under the authorization of the manager of the Administering Service Area/Unit. At the time this Contract is executed, the Supervising Professional is: **Mike Kennedy** whose job title is **Fire Chief**. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

**Contractor's Representative** means **Eric Maley** whose job title is **Senior Project Manager**.

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.

- (B) The entire work for this Contract shall be completed within 270 consecutive calendar days and within 30-days of generator receipt by contractor.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$500.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

#### **ARTICLE IV - The Contract Sum**

- (A) The City shall pay to the Contractor for the performance of the Contract, the lump sum price as given in the Bid Form in the amount of: \$65,000.00
- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

#### **ARTICLE V - Assignment**

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

#### **ARTICLE VI - Choice of Law**

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this Contract, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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

#### **ARTICLE VII - Relationship of the Parties**

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the

City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

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

#### **ARTICLE VIII - Notice**

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

#### **ARTICLE IX - Indemnification**

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

#### **ARTICLE X - Entire Agreement**

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

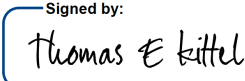
#### **ARTICLE XI – Electronic Transactions**

The City and Contractor agree that signatures on this Contract may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Contract. This Contract may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**[Signatures are on the Following Page]**



## HURON VALLEY ELECTRIC

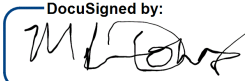
By:   
C2DA00BB129A401...

Name: Thomas E Kittel

Title: President

Date: 10/22/2024

## CITY OF ANN ARBOR

By:   
7DCC2232385A4DD...

Name: Milton Dohoney Jr.

Title: City Administrator

Date: 10/23/2024

### Approved as to substance:

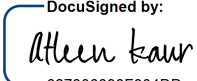
By:   
A313ABDA240B43D...

Name: Mike Kennedy

Title: Fire Chief

Date: 10/22/2024

### Approved as to form:

By:   
027300890F004DD...

Name: Atleen Kaur

Title: City Attorney

Date: 10/23/2024

## ADDENDUM No. 1

### RFP No. 24-43

## Fire Station #3 Building Emergency Generator

**Due: September 11, 2024 at 3:00 P.M. (local time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes seventeen (17) pages.**

The Proposer is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

The following forms provided within the RFP Document should be included in submitted proposal:

- **Attachment B – General Declarations**
- **Attachment D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination Declaration of Compliance**

**Proposals that fail to provide these completed forms listed above upon proposal opening may be rejected as non-responsive and may not be considered for award.**

### I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the RFP documents which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

Section/Page(s)	Change
Section II – Scope of Work	
C. Scope of Work #2 (page 11)	should read “The awarded vendor is responsible for project submittals and inspections (not the permit inspections but overall project), such submittals will be made and approved by the Project Manager.”
C. Scope of Work #12 (new) (page 12)	“As the project location abuts a residential area, the contractor is responsible for any sound attenuation or screening requirements that may be required by local codes.”

## II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Does the City have details on the proposed generator?

Answer 1: The City does not have a standardized generator manufacturer nor basis of design unit for this project. The Proposer is responsible to appropriately size the generator and provide a unit that meets/exceeds the requirements in the RFP, including warranty and full service/maintenance agreement.

Question 2: Can the City provide information on the electric usage for Fire Station #3?

Answer 2: Yes. Please see the attached DTE Electric Usage summary which shows electric usage at the location for the last 14 months.

Question 3: Will the connection to the proposed solar carport be part of this bid?

Answer 3: The solar carport will be installed under a separate contract through the City's Sustainability Unit. That contract will include running the connection from the proposed solar carport, under the parking lot, and into the FS #3 electrical room. This proposal (RFP #24-43) will require the Proposer to install the appropriate equipment to allow for this solar connection in the building's electrical room.

Question 4: Can the City provide the sign in sheet from the pre-bid meeting?

Answer 4: Yes. Please see the attached Sign In Sheet.

Offerors are responsible for any conclusions that they may draw from the information contained in the Addendum.

Please return **all** payment coupons with your check or money order, payable to DTE Energy, five business days prior to the due date. Do not send cash or attach notes to the payment coupon.

Be sure to write your account number(s) on your check or money order.

**Detail of Current Charges**

For Service at 2130 Jackson Ave, Ann Arbor, MI

DTE Electric Company Business Electric Service

Current Charges				Current Billing Information			
<b>Power Supply Charges</b>				Service Period Jul 16, 2024 - Aug 13, 2024			
Power Supply Capacity Charge	4678.4625	@ 0.010100	47.25	Days Billed	29		
Power Supply Non Capacity Charge	4678.4625	@ 0.070960	331.98	Meter Number	8125419 09		
Power Supply Cost Recovery	4678.4625	@ 0.011270	52.73	Meter Reading	2077.8169 Actual - 6756.2794 Actual		
Other Power Supply Volumetric Surcharges			11.75	KWH Used	4678.46250		
<b>Delivery Charges</b>				Your next scheduled meter read date is on or around SEP 12, 2024			
Service Charge			11.25	<b>Usage History - Average per day</b>			
LIEAF Factor			0.88	Current Month	Last Month	Year Ago	
Distribution	4678.4625	@ 0.052880	247.40	KWH Usage	161	175	123
Other Delivery Volumetric Surcharges			9.20	Change	-8%	31%	
Other Delivery Surcharges			140.21				
<b>Total DTE Electric Company Current Charges</b>			<b>852.65</b>				

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Detail of Current Charges

For Service at 2130 Jackson Ave, Ann Arbor, MI

DTE Electric Company Business Electric Service

Current Charges				Current Billing Information			
<b>Power Supply Charges</b>				Service Period	Jun 14, 2024 - Jul 15, 2024		
Power Supply Capacity Charge	5603.7095	@ 0.010100	56.60	Days Billed	32		
Power Supply Non Capacity Charge	5603.7095	@ 0.070960	397.64	Meter Number	8125419 09		
Power Supply Cost Recovery	5603.7095	@ 0.011270	63.15	Meter Reading	96474.1074 Actual - 2077.8169 Actual		
Other Power Supply Volumetric Surcharges			14.08	KWH Used	5603.70950		
<b>Delivery Charges</b>				Your next scheduled meter read date is on or around AUG 13, 2024			
Service Charge			11.25	<b>Usage History - Average per day</b>			
LIEAF Factor			0.88				
Distribution	5603.7095	@ 0.052880	296.32				
Other Delivery Volumetric Surcharges			11.01				
Other Delivery Surcharges			140.21				
<b>Total DTE Electric Company Current Charges</b>			<b>991.14</b>	KWH Usage	175	160	133
				Change		9%	32%

Total Current Charges 991.14

If You Smell Natural Gas and DTE Gas Company is Your Natural Gas Provider, Call 800.947.5000

If the odor is strong, leave the building immediately. Do not use electric switches or an open flame. Open doors and windows.

If Your Electricity Goes Out

Check your fuses or circuit breakers, then see if your neighbors' lights are on. To report an outage or fallen power line, contact your electric company. DTE Electric Company customers, call 800.477.4747 or visit dteenergy.com from a location that has power. Stay at least 20 feet away from a fallen power line and anything it's touching, including metal fences and puddles.

Energy Theft is illegal & dangerous

Confidentially report suspected tampering by calling our theft hotline at 800.441.6698.

For More Information

For more information on your bill or alternative payment methods, call 800.477.4747, visit dteenergy.com, or write to DTE Energy, One Energy Plaza, Detroit, MI 48226-1221 before the due date.

DTE Electric Company and DTE Gas Company are DTE Energy subsidiaries and are regulated by the Michigan Public Service Commission, Lansing, Michigan.

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**AutoPay Enrollment**  
I authorize DTE Energy to enroll my account in AutoPay to debit my bank account each billing period to pay automatically the amount due on my DTE Energy billing statement. To avoid a charge for a return item, I understand that it is my responsibility to ensure that sufficient funds are available to complete each scheduled payment. If my financial institution rejects a transaction, payment will not be applied to my DTE Energy account. I can cancel authorization at [www.dteenergy.com](http://www.dteenergy.com) if I create and sign into my account; or, by calling Customer Care at 800.477.4747; or, by writing to Quality Control, 807 WCB, One Energy Plaza, Detroit, MI 48226.

Bank Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Detail of Current Charges**



**For Service at 2130 Jackson Ave, Ann Arbor, MI**

DTE Electric Company Business Electric Service									
Current Charges					Current Billing Information				
Power Supply Charges									
Power Supply Capacity Charge	4807.2589	@	0.010100	48.55	Service Period	May 15, 2024 - Jun 13, 2024			
Power Supply Non Capacity Charge	4807.2589	@	0.070960	341.12	Days Billed	30			
Power Supply Cost Recovery	4807.2589	@	0.011270	54.18	Meter Number	8125419 09			
Other Power Supply Volumetric Surcharges				12.07	Meter Reading	91666.8485 Actual - 96474.1074			
Delivery Charges						Actual			
Service Charge				11.25	KWH Used	4807.25890			
LIEAF Factor				0.88	Your next scheduled meter read date is on or around JUL 15, 2024				
Distribution	4807.2589	@	0.052880	254.21					
Transitional Recovery Mechanism				1.27	Usage History - Average per day				
Other Delivery Volumetric Surcharges				9.45		Current	Last	Year	
Other Delivery Surcharges				140.21		Month	Month	Ago	
Total DTE Electric Company Current Charges				873.19	KWH Usage	160	122	120	
					Change		31%	33%	

**Total Current Charges** **873.19**

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Detail of Current Charges



For Service at 2130 Jackson Ave, Ann Arbor, MI

DTE Electric Company Business Electric Service

Current Charges					Current Billing Information			
<b>Power Supply Charges</b>					Service Period	Apr 13, 2024 - May 14, 2024		
Power Supply Capacity Charge	3917.3131	@	0.010100	39.56	Days Billed	32		
Power Supply Non Capacity Charge	3917.3131	@	0.070960	277.97	Meter Number	8125419 09		
Power Supply Cost Recovery	3917.3131	@	0.011270	44.15	Meter Reading	87749.5354 Actual - 91666.8485		
Other Power Supply Volumetric Surcharges				9.84		Actual		
<b>Delivery Charges</b>					KWH Used	3917.31310		
Service Charge				11.25	Your next scheduled meter read date is on or around JUN 13, 2024			
LIEAF Factor				0.88				
Distribution	3917.3131	@	0.052880	207.15				
Other Delivery Volumetric Surcharges				7.70				
Other Delivery Surcharges				140.21				
<b>Total DTE Electric Company Current Charges</b>					<b>738.71</b>			
					<b>Usage History - Average per day</b>			
						Current	Last	Year
						Month	Month	Ago
					KWH Usage	122	106	108
					Change		15%	13%

Total Current Charges 738.71

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I authorize DTE Energy to enroll my account in AutoPay to debit my bank account each billing period to pay automatically the amount due on my DTE Energy billing statement. To avoid a charge for a return item, I understand that it is my responsibility to ensure that sufficient funds are available to complete each scheduled payment. If my financial institution rejects a transaction, payment will not be applied to my DTE Energy account. I can cancel authorization at [www.dteenergy.com](http://www.dteenergy.com) if I create and sign into my account; or, by calling Customer Care at 800.477.4747; or, by writing to Quality Control, 807 WCB, One Energy Plaza, Detroit, MI 48226.

Bank Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Detail of Current Charges**

**For Service at 2130 Jackson Ave, Ann Arbor, MI**

**DTE Electric Company Business Electric Service**

Current Charges				Current Billing Information			
<b>Power Supply Charges</b>				Service Period	Mar 14, 2024 - Apr 12, 2024		
Power Supply Capacity Charge	3168.4861	@ 0.010100	32.00	Days Billed	30		
Power Supply Non Capacity Charge	3168.4861	@ 0.070960	224.84	Meter Number	<b>8125419 09</b>		
Power Supply Cost Recovery	3168.4861	@ 0.011270	35.71	Meter Reading	<b>84581.0493 Actual - 87749.5354</b>		
Other Power Supply Volumetric Surcharges			7.96		<b>Actual</b>		
<b>Delivery Charges</b>				KWH Used	<b>3168.48610</b>		
Service Charge			11.25	Your next scheduled meter read date is on or around MAY 14, 2024			
LIEAF Factor			0.88				
Distribution	3168.4861	@ 0.052880	167.55				
Other Delivery Volumetric Surcharges			6.23				
Other Delivery Surcharges			140.21				
<b>Total DTE Electric Company Current Charges</b>			<b>626.63</b>				
				<b>Usage History - Average per day</b>			
					Current	Last	Year
					Month	Month	Ago
				KWH Usage	106	109	110
				Change		-3%	-4%

**Other Charges and Credits**

Misc Secur Credit - 0.12

**Total Other Charges and Credits - 0.12**

**Total Current Charges 626.51**

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Detail of Current Charges



For Service at 2130 Jackson Ave, Ann Arbor, MI

DTE Electric Company Business Electric Service

Current Charges				Current Billing Information			
<b>Power Supply Charges</b>				Service Period	Feb 14, 2024 - Mar 13, 2024		
Power Supply Capacity Charge	3171.3876	@ 0.010100	32.03	Days Billed	29		
Power Supply Non Capacity Charge	3171.3876	@ 0.070960	225.04	Meter Number	8125419 09		
Power Supply Cost Recovery	3171.3876	@ 0.011270	35.74	Meter Reading	81409.6617 Actual - 84581.0493		
Other Power Supply Volumetric Surcharges			7.91		Actual		
<b>Delivery Charges</b>				KWH Used	3171.38760		
Service Charge			11.25	Your next scheduled meter read date is on or around APR 12, 2024			
LIEAF Factor			0.88				
Distribution	3171.3876	@ 0.052880	167.70				
Other Delivery Volumetric Surcharges			6.25				
Other Delivery Surcharges			140.21				
<b>Total DTE Electric Company Current Charges</b>			<b>627.01</b>	<b>Usage History - Average per day</b>			
				Current Month	Last Month	Year Ago	
				KWH Usage	109	107	125
				Change		2%	-13%

Total Current Charges 627.01

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Detail of Current Charges

For Service at 2130 Jackson Ave, Ann Arbor, MI

DTE Electric Company Business Electric Service

Current Charges				Current Billing Information			
<b>Power Supply Charges</b>				Service Period	Jan 13, 2024 - Feb 13, 2024		
Power Supply Capacity Charge	3432.7762	@ 0.010100	34.67	Days Billed	32		
Power Supply Non Capacity Charge	3432.7762	@ 0.070960	243.59	Meter Number	8125419 09		
Power Supply Cost Recovery	3432.7762	@ 0.011270	38.69	Meter Reading	77976.8855 Actual - 81409.6617		
Other Power Supply Volumetric Surcharges			8.57		Actual		
<b>Delivery Charges</b>				KWH Used	3432.77620		
Service Charge			11.25	Your next scheduled meter read date is on or around MAR 13, 2024			
LIEAF Factor			0.88				
Distribution	3432.7762	@ 0.052880	181.53	<b>Usage History - Average per day</b>			
Other Delivery Volumetric Surcharges			11.80		Current	Last	Year
Other Delivery Surcharges			140.21		Month	Month	Ago
<b>Total DTE Electric Company Current Charges</b>			<b>671.19</b>	KWH Usage	107	107	134
				Change		0%	-20%

Total Current Charges 671.19

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Be sure to write your account number(s) on your check or money order.

Detail of Current Charges

For Service at 2130 Jackson Ave, Ann Arbor, MI

DTE Electric Company Business Electric Service

Current Charges				Current Billing Information					
Power Supply Charges				Service Period				Dec 14, 2023 - Jan 12, 2024	
Power Supply Capacity Charge	108.58393	@ 0.038080	4.13	Days Billed	30				
(12/14/2023-12/14/2023)				Meter Number	8125419 09				
Power Supply Capacity Charge	3101.42877	@ 0.010100	31.32	Meter Reading	74766.8728 Actual - 77976.8855				
(12/15/2023-01/12/2024)					Actual				
Power Supply Non Capacity Charge	108.58393	@ 0.041050	4.46	KWH Used	3210.01270				
(12/14/2023-12/14/2023)				Your next scheduled meter read date is on or around FEB 13, 2024					
Power Supply Non Capacity Charge	3101.42877	@ 0.070960	220.08	Usage History - Average per day					
(12/15/2023-01/12/2024)					Current	Last	Year		
Power Supply Cost Recovery	3210.0127	@ 0.011270	36.18		Month	Month	Ago		
Other Power Supply Volumetric Surcharges			8.00	KWH Usage	107	102	117		
Delivery Charges				Change		5%	-8%		
Service Charge			11.25						
LIEAF Factor			0.88						
Distribution (12/14/2023-12/14/2023)	108.58393	@ 0.043200	4.69						
Distribution (12/15/2023-01/12/2024)	3101.42877	@ 0.052880	164.00						
Other Delivery Volumetric Surcharges			11.02						
Other Delivery Surcharges			140.21						
Total DTE Electric Company Current Charges			636.22						

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Detail of Current Charges



For Service at 2130 Jackson Ave, Ann Arbor, MI

DTE Electric Company Business Electric Service

Current Charges				Current Billing Information				
<b>Power Supply Charges</b>				Service Period	Nov 11, 2023 - Dec 13, 2023			
Power Supply Capacity Charge	3350.1284	@	0.038080	127.57	Days Billed	33		
Power Supply Non Capacity Charge	3350.1284	@	0.041050	137.52	Meter Number	8125419 09		
Power Supply Cost Recovery	3350.1284	@	0.011270	37.76	Meter Reading	71416.7444 Actual - 74766.8728		
Other Power Supply Volumetric Surcharges				5.06		Actual		
<b>Delivery Charges</b>				KWH Used	3350.12840			
Service Charge				11.25	Your next scheduled meter read date is on or around JAN 12, 2024			
LIEAF Factor				0.88				
Distribution	3350.1284	@	0.043200	144.73	<b>Usage History - Average per day</b>			
Other Delivery Volumetric Surcharges				11.11		Current	Last	Year
Other Delivery Surcharges				69.26		Month	Month	Ago
<b>Total DTE Electric Company Current Charges</b>				<b>545.14</b>	KWH Usage	102	99	113
					Change		3%	-10%

Total Current Charges 545.14

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**Detail of Current Charges**



For Service at 2130 Jackson Ave, Ann Arbor, MI

DTE Electric Company Business Electric Service

Current Charges				Current Billing Information			
Power Supply Charges				Service Period			
Power Supply Capacity Charge	2860.921	@ 0.038080	108.94	Oct 13, 2023 - Nov 10, 2023			
Power Supply Non Capacity Charge	2860.921	@ 0.041050	117.44	Days Billed			
Power Supply Cost Recovery	2860.921	@ 0.019170	54.84	Meter Number			
Other Power Supply Volumetric Surcharges			0.55	Meter Reading			
Delivery Charges				Actual			
Service Charge			11.25	KWH Used			
LIEAF Factor			0.88	2860.92100			
Distribution	2860.921	@ 0.043200	123.59	Your next scheduled meter read date is on or around DEC 13, 2023			
Other Delivery Volumetric Surcharges			9.50	Usage History - Average per day			
Other Delivery Surcharges			69.26		Current	Last	Year
Total DTE Electric Company Current Charges			496.25		Month	Month	Ago
				KWH Usage	99	105	110
				Change		-6%	-10%

Total Current Charges 496.25

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Bank Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Detail of Current Charges**



**For Service at 2130 Jackson Ave, Ann Arbor, MI**

DTE Electric Company Business Electric Service					Current Billing Information			
Current Charges					Service Period			
Power Supply Charges					Days Billed			
Power Supply Capacity Charge	3057.7107	@	0.038080	116.44	Meter Number			
Power Supply Non Capacity Charge	3057.7107	@	0.041050	125.52	Meter Reading			
Power Supply Cost Recovery	3057.7107	@	0.019170	58.62	Actual			
Other Power Supply Volumetric Surcharges				0.58	KWH Used			
Delivery Charges					Your next scheduled meter read date is on or around NOV 10, 2023			
Service Charge				11.25	Usage History - Average per day			
LIEAF Factor				0.88		Current	Last	Year
Distribution	3057.7107	@	0.043200	132.09		Month	Month	Ago
Other Delivery Volumetric Surcharges				10.15	KWH Usage	105	123	117
Other Delivery Surcharges				69.26	Change		-15%	-10%
Total DTE Electric Company Current Charges								

**Total Current Charges** **524.79**

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Bank Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Detail of Current Charges**



**For Service at 2130 Jackson Ave, Ann Arbor, MI**

DTE Electric Company Business Electric Service					Current Billing Information			
Current Charges								
Power Supply Charges								
Power Supply Capacity Charge	3700.2948	@	0.038080	140.91	Service Period	Aug 15, 2023 - Sep 13, 2023		
Power Supply Non Capacity Charge	3700.2948	@	0.041050	151.90	Days Billed	30		
Power Supply Cost Recovery	3700.2948	@	0.019170	70.93	Meter Number	8125419 09		
Other Power Supply Volumetric Surcharges				0.71	Meter Reading	61797.8179 Actual - 65498.1127		
Delivery Charges						Actual		
Service Charge				11.25	KWH Used	3700.29480		
LIEAF Factor				0.88	Your next scheduled meter read date is on or around OCT 12, 2023			
Distribution	3700.2948	@	0.043200	159.85	Usage History - Average per day			
Transitional Recovery Mechanism	3700.2948	@	0.001467	5.43		Current	Last	Year
Other Delivery Volumetric Surcharges				6.85		Month	Month	Ago
Other Delivery Surcharges				69.26	KWH Usage	123	123	118
Total DTE Electric Company Current Charges				617.97	Change		0%	4%

**Total Current Charges** **617.97**

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Bank Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Detail of Current Charges**



**For Service at 2130 Jackson Ave, Ann Arbor, MI**

DTE Electric Company Business Electric Service					Current Billing Information			
Current Charges					Service Period			
Power Supply Charges					Days Billed			
Power Supply Capacity Charge	3822.3811	@	0.038080	145.56	Meter Number			
Power Supply Non Capacity Charge	3822.3811	@	0.041050	156.91	Meter Reading			
Power Supply Cost Recovery	3822.3811	@	0.019170	73.28	Actual			
Other Power Supply Volumetric Surcharges				0.73	KWH Used			
Delivery Charges					Your next scheduled meter read date is on or around SEP 13, 2023			
Service Charge				11.25	Usage History - Average per day			
LIEAF Factor				0.90		Current	Last	Year
Distribution	3822.3811	@	0.043200	165.13		Month	Month	Ago
Other Delivery Volumetric Surcharges				7.08	KWH Usage	123	133	136
Other Delivery Surcharges				69.26	Change		-8%	-10%
Total DTE Electric Company Current Charges								

**Total Current Charges** **630.10**

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Bank Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Detail of Current Charges**



**For Service at 2130 Jackson Ave, Ann Arbor, MI**

DTE Electric Company Business Electric Service					Current Billing Information			
Current Charges					Service Period			
Power Supply Charges					Days Billed			
Power Supply Capacity Charge	3998.7691	@	0.038080	152.27	Meter Number			
Power Supply Non Capacity Charge	3998.7691	@	0.041050	164.15	Meter Reading			
Power Supply Cost Recovery	3998.7691	@	0.019170	76.66	Actual			
Other Power Supply Volumetric Surcharges				0.76	KWH Used			
Delivery Charges					Your next scheduled meter read date is on or around AUG 14, 2023			
Service Charge				11.25	Usage History - Average per day			
LIEAF Factor				0.90		Current	Last	Year
Distribution	3998.7691	@	0.043200	172.75		Month	Month	Ago
Other Delivery Volumetric Surcharges				7.40	KWH Usage	133	120	133
Other Delivery Surcharges				69.26	Change		11%	0%
Total DTE Electric Company Current Charges								

**Total Current Charges** **655.40**

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## Mandatory Sign In Sheet

## RFP #24-43 - Fire Station #3 Building Emergency Generator

[illegible]

# **PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL**

**RFP# 24-43**

## **FIRE STATION 3 BUILDING EMERGENCY GENERATOR**

City of Ann Arbor  
Fire Department



**Due Date: September 11, 2024 by 3:00 p.m. (local time)**

Issued By:

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

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## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

The purpose of this Request for Proposal (RFP) is to select a firm to install a natural gas emergency stand-by generator that will fully power all electrical needs upon loss of power from the DTE grid. Fire Station 3 is located at 2130 Jackson Ave., Ann Arbor, MI 48103.

### **B. BID SECURITY**

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

***Proposals that fail to provide a bid security upon proposal opening will be deemed non-responsive and will not be considered for award.***

### **C. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS**

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

**All questions shall be submitted on or before August 27, 2024, 2:00 p.m. (local time)**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Mike Kennedy, Fire Chief, [mkenedy@a2gov.org](mailto:mkenedy@a2gov.org)

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

Should any prospective bidder be in doubt as to the true meaning of any portion of this RFP, or should the prospective bidder find any ambiguity, inconsistency, or omission therein, the prospective bidder shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the prospective bidder's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP and must be incorporated in the proposal where applicable.

## **D. PRE-PROPOSAL MEETING**

**A mandatory pre-proposal conference for this project will be held on August 26, 2024 at 2:00 PM at Fire Station 3 is located at 2130 Jackson Ave., Ann Arbor, MI 48103. Failure to attend the meeting and sign the RFP sign-in sheet at the pre-proposal meeting will automatically disqualify a bidder from submitting a valid proposal.**

Any proposal submitted by a party not attending and signing the roster at the pre-proposal meeting will not be opened or considered. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the proposal will be affirmed in an addendum.

## **E. PROPOSAL FORMAT**

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign the proposal. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

## **F. SELECTION CRITERIA**

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised primarily of staff from the City will complete the evaluation.

If interviews are desired by the City, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected bidder to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

## **G. SEALED PROPOSAL SUBMISSION**

**All proposals are due and must be delivered to the City on or before September 11, 2024 at 3:00 p.m. (local time).** Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each respondent should submit in a sealed envelope**

- **one (1) original proposal**
- **one (1) additional proposal copy**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Proposals submitted should be clearly marked: **“RFP No. 24-43 – FIRE STATION 3 BUILDING EMERGENCY GENERATOR”** and list the bidder’s name and address.

Proposals must be addressed and delivered to:  
City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals may be dropped off to City Customer Service or in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall both of which are open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

Bidders are responsible for submission of their proposal. Additional time will not be granted to a single prospective bidder. However, additional time may be granted to all prospective bidders at the discretion of the City.

**A proposal may be disqualified if the following required forms are not included with the proposal:**

- **Attachment B – General Declarations**
- **Attachment D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination Declaration of Compliance**

***Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.***

## **H. DISCLOSURES**

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

## **I. TYPE OF CONTRACT**

A sample of the Construction Agreement is included as Attachment A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Construction Agreement.**

For all construction work, the respondent must further adhere to the City of Ann Arbor General Conditions. The General Conditions are included herein. Retainage will be held as necessary based on individual tasks and not on the total contract value. The Contractor shall provide the required bonds included in the Contract Documents for the duration of the Contract.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected bidder's response thereto, shall constitute the basis of the scope of services in the contract by reference.

## **J. NONDISCRIMINATION**

All bidders proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment H shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## **K. WAGE REQUIREMENTS**

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.



Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before proposals are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: [www.sam.gov](http://www.sam.gov).

For the purposes of this RFP the Construction Type of Building will apply.

#### **L. CONFLICT OF INTEREST DISCLOSURE**

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected bidder unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

#### **M. COST LIABILITY**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the bidder prior to the execution of an Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, bidder agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

#### **N. DEBARMENT**

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

**O. PROPOSAL PROTEST**

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award. Only bidders who responded to the solicitation may file a bid protest. The bidder must clearly state the reasons for the protest. If any bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Manager. The Purchasing Manager will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

**P. SCHEDULE**

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Date (all times local)</b>
Pre-Proposal Conference	August 26, 2024, 2:00 p.m.
Written Question Deadline	August 27, 2024, 2:00 p.m.
Addenda Published (if needed)	On or before September 4, 2024
Proposal Due Date	September 11, 2024 by 3:00 p.m.
Selection/Negotiations	September 2024
Expected City Council Authorizations	October 2024

The above schedule is for information purposes only and is subject to change at the City’s discretion.

**Q. IRS FORM W-9**

The selected bidder will be required to provide the City of Ann Arbor an IRS form W-9.

**R. RESERVATION OF RIGHTS**

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.

2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all bidders.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more contractors or service providers to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

#### **S. IDLEFREE ORDINANCE**

The City of Ann Arbor adopted an idling reduction Ordinance that went into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: [www.a2gov.org/idlefree](http://www.a2gov.org/idlefree).

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

- (1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

#### **T. ENVIRONMENTAL COMMITMENT**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment.

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

## **U. MAJOR SUBCONTRACTORS**

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

## **N. LIQUIDATED DAMAGES**

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

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

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

## **SECTION II - SCOPE OF WORK**

### **A. Objective**

The purpose of this Request for Proposal (RFP) is to select a firm to design and install a natural gas emergency stand-by generator that will fully power all current (as of 2024) electrical needs upon loss of power from the DTE grid. Fire Station 3 is located at 2130 Jackson Ave., Ann Arbor, MI 48103.

### **B. Contract Implementation**

Upon approval of the proposed contract by City Council, the contractor will have 180-days to complete the project. If more time is needed due to manufacturing delays, that needs to be explicitly indicated in the proposal. If the generator delivery will exceed this 180-days, the contractor will be expected to complete the work within 30-days of generator receipt.

### **C. Scope of Work**

1. The scope of work includes evaluating, designing (sealed drawings), purchasing, providing, and installing all components needed to install a new appropriately sized natural gas automatic backup generator that will power the entire fire station. This includes all electrical and mechanically work needed to properly install the generator according to all state and local codes. Additionally included is the installation of a proper foundation for the generator along with training and a 5-year warranty and 1-year full service and maintenance agreement. The generator shall be designed for stand-by / start-up load not continuous load.
2. The awarded vendor is responsible for reviewing submittals and project inspections (not the permit inspections but overall project).
3. All equipment shall be installed by the contractor in accordance with the final submittals and contract documents.
4. Equipment shall be installed in accordance with the manufacturer's instructions as well as instructions included in the listing or labeling of UL-listed products.
5. The contractor will provide ALL labor and materials to complete the installation of the generator including installation of a concrete pad and bollards to project the generator if installed adjacent to a vehicle area.
6. The contractor will restore any landscaping, asphalt, concrete, etc. disturbed by the installation to its original state or approved alternative. Any damage to Fire Station 3 property caused by the installation of the generator will be repaired at the contractor's expense.
7. The contractor will make all connections to the building's panel boxes, required interfaces with DTE natural gas and DTE electric and provide / pay for any / all enhancements or updates to the electrical lines and / or natural gas meter.

8. All electrical work will be installed in compliance with code which includes but is not limited to:
  - a. Automatic transfer switch.
  - b. New circuit panel for building.
  - c. Preparation for electrical connection for future battery bank which will provide power prior to the activation of the generator.
9. Provide training on operation and maintenance of the generator be recorded by the contractor and provided to the FD or Facilities.
10. Any pre-start commissioning of the generator by the manufacturer shall be included in the contract price, not paid for separately by the City of Ann Arbor.
11. Solar carport will be installed in late 2024 at this location. The solar array will shut-off power during a power outage. Depending on installation time of the generator, coordination may need to occur with the vendor installing the carport.

#### **D. Requirements**

1. Provide an overview/compliance statement of design and layout for the proposed system. The overview must include:
  - a. A statement confirming the generator system, generator system communications capability, accessories, and control system specifications.
  - b. A statement of methods and materials that will be needed to install and connect the appropriate automatic transfer switch to the new generator that is compliant with all applicable codes.
  - c. A statement of methods and materials that will be used to connect all existing loads to the new generator backup system.
  - d. A statement that all building electrical power systems will be backed up by the new generator system at the completion of the project.
  - e. A statement of method to assure proper exhaust ventilation. It shall be unacceptable to have fumes enter any part of the interior fire station or nearby buildings.
  - f. A statement with the breakdown of the project installation timeline.
  - g. A statement confirming that all current circuit breakers within the building will be replaced with code- compliant circuit breakers.
  - h. A proposed layout drawing showing the footprint of the generator and concrete pad and any proposed bollards.
  - i. Any associated pre-start commissioning costs of the generator by the manufacturer shall be included in the bid.

#### **E. Standard Specifications**

All work performed under this Contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with

the Detailed Specifications provided during the implementation of individual tasks under this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

<https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

## **SECTION III - MINIMUM INFORMATION REQUIRED**

### **PROPOSAL FORMAT**

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

Bidders should organize Proposals into the following Sections:

- A. Qualifications, Experience and Accountability
- B. Workplace Safety
- C. Workforce Development
- D. Social Equity and Sustainability
- E. Schedule of Pricing/Cost
- F. Authorized Negotiator
- G. Attachments

*Bidders are strongly encouraged to provide details for all of the information requested below within initial proposals. Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the proposal being considered non-responsive and will not be considered for award.*

Pursuant to Sec 1:325 of the City Code which sets forth requirements for evaluating public improvement bids, Bidders should submit the following:

#### **A. Qualifications, Experience and Accountability - 20 Points**

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality control program used by the bidder and the results of any such program on the bidder's previous projects.
4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.



**B. Workplace Safety – 20 Points**

1. Provide a copy of the bidder's safety program, and evidence of a safety-training program for employees addressing potential hazards of the proposed job site. Bidder must identify a designated qualified safety representative responsible for bidder's safety program who serves as a contact for safety related matters.
2. Provide the bidder's Experience Modification Rating ("EMR") for the last three consecutive years. Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least an authorized 10-hour OSHA Construction Safety Course.
4. For the last three years provide a copy of any documented violations and the bidder's corrective actions as a result of inspections conducted by the Michigan Occupational Safety & Health Administration (MIOSHA), U.S. Department of Labor – Occupational Safety and Health Administration (OSHA), or any other applicable safety agency.

**C. Workforce Development – 20 Points**

1. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.
- 2.. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship. USDOL apprenticeship agreements shall be disclosed to the City in the solicitation response.
3. Bidders shall disclose the number of non-craft employees who will work on the project on a 1099 basis, and the bidders shall be awarded points based on their relative reliance on 1099 work arrangements with more points assigned to companies with fewer 1099 arrangements. Bidders will acknowledge that the City may ask them to produce payroll records at points during the project to verify compliance with this section.

**D. Social Equity and Sustainability – 20 Points**

1. A statement from the bidder as to what percentage of its workforce resides in the Washtenaw County, Michigan. The City will consider in evaluating which bids best

serve its interests, the extent to which responsible and qualified bidders employ individuals in Washtenaw County.

2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.
4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.
5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

**E. Schedule of Pricing/Cost – 20 Points**

Company: \_\_\_\_\_

**Base Bid**

For the entire work outlined in these documents for **FIRE STATION 3 BUILDING EMERGENCY GENERATOR**, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

\_\_\_\_\_ (\$\_\_\_\_\_)

## **F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)**

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

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

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

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

Consideration for any proposed alternative items or time may be negotiated at the discretion of the City.

## **G. ATTACHMENTS**

General Declaration, Legal Status of Bidder, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Compliance Form and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

## **PROPOSAL EVALUATION**

1. The selection committee will evaluate each proposal by the above-described criteria and point system. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview if interviews are selected to be held by the City. The committee may contact references to verify material submitted by the bidder.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan (if applicable) and pricing.
3. The interview should include the project team members expected to work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the

bidder, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the bidder based on their proposal and pricing schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

## **PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper.

Each person signing the proposal certifies that they are a person in the bidder's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

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

Each bidder should acknowledge in its proposal all addenda it has received on the General Declarations form provided in the Attachments section herein. The failure of a bidder to receive or acknowledge receipt of any addenda shall not relieve the bidder of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

#### **SECTION IV - ATTACHMENTS**

Attachment A – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment I – Non-Discrimination Ordinance Poster

Sample Certified Payroll Report Template



the Supervising Professional is: **[Insert the person's name]** whose job title is **[Insert job title]**. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

**Contractor's Representative** means \_\_\_\_\_ **[Insert name]** whose job title is **[Insert job title]**.

### **ARTICLE III - Time of Completion**

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within \_\_\_\_\_ ( ) consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$\_\_\_\_\_ for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

### **ARTICLE IV - The Contract Sum**

***Choose one only.***

- (A) The City shall pay to the Contractor for the performance of the Contract, the lump sum price as given in the Bid Form in the amount of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

***Or***

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents.



Increases or decreases shall be determined only by written agreement between the City and Contractor.

#### **ARTICLE V - Assignment**

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

#### **ARTICLE VI - Choice of Law**

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this Contract, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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

#### **ARTICLE VII - Relationship of the Parties**

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

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

#### **ARTICLE VIII - Notice**

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

## ARTICLE IX - Indemnification

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

## ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

## ARTICLE XI – Electronic Transactions

The City and Contractor agree that signatures on this Contract may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Contract. This Contract may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

### FOR CONTRACTOR

By \_\_\_\_\_

Its: \_\_\_\_\_

### FOR THE CITY OF ANN ARBOR

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

### Approved as to substance

By \_\_\_\_\_  
City Administrator

By \_\_\_\_\_

Mike Kennedy, Fire Chief

**Approved as to form and content**

\_\_\_\_\_  
Atleen Kaur, City Attorney

**PERFORMANCE BOND**

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

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
(Name of Surety Company)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

\_\_\_\_\_  
Atleen Kaur, City Attorney

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Name and address of agent:

\_\_\_\_\_

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## LABOR AND MATERIAL BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, for RFP No. \_\_\_\_\_; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
(Name of Surety Company)  
By \_\_\_\_\_  
(Signature)  
  
Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)  
  
Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

\_\_\_\_\_  
Atleen Kaur, City Attorney

Name and address of agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **GENERAL CONDITIONS**

### **Section 1 - Execution, Correlation and Intent of Documents**

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

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

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

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

### **Section 2 - Order of Completion**

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

### **Section 3 - Familiarity with Work**

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

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

### **Section 4 - Wage Requirements**

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of



subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the Appendix herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Contract a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Contract are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

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

## **Section 5 - Non-Discrimination**

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

## **Section 6 - Materials, Appliances, Employees**

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

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

Adequate sanitary facilities shall be provided by the Contractor.

## **Section 7 - Qualifications for Employment**

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

## **Section 8 - Royalties and Patents**

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

## **Section 9 - Permits and Regulations**

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

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

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

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

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

employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

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

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

## **Section 11 - Inspection of Work**

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

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

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

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

## **Section 12 - Superintendence**

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

## **Section 13 - Changes in the Work**

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be

executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

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

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

## **Section 14 - Extension of Time**

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

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

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

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

## **Section 15 - Claims for Extra Cost**

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section I3. No claim shall be valid unless so made.

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

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

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

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

## **Section 16 - Progress Payments**

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

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

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

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

## **Section 17 - Deductions for Uncorrected Work**

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

## **Section 18 - Correction of Work Before Final Payment**

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

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material

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

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

## **Section 19 - Acceptance and Final Payment**

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

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

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

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

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

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

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

## **Section 20 - Suspension of Work**

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the

written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

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

## **Section 21 - Delays and the City's Right to Terminate Contract**

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

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

## **Section 22 - Contractor's Right to Terminate Contract**

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



## **Section 23 - City's Right To Do Work**

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

## **Section 24 - Removal of Equipment and Supplies**

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

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

## **Section 25 - Responsibility for Work and Warranties**

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

## **Section 26 - Partial Completion and Acceptance**

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

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

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

## **Section 27 - Payments Withheld Prior to Final Acceptance of Work**

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

## **Section 28 - Contractor's Insurance**

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of any work under this contract, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. The certificates of insurance endorsements and/or copies of

policy language shall document that the Contractor satisfies the following minimum requirements. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

Required insurance policies include:

- (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
 Bodily Injury by Disease - \$500,000 each employee  
 Bodily Injury by Disease - \$500,000 each policy limit

- (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate, which, notwithstanding anything to the contrary herein, shall be maintained for three years from the date the Project is completed.

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute

with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
- (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

## **Section 30 - Damage Claims**

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

## **Section 31 - Refusal to Obey Instructions**

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

## **Section 32 - Assignment**

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

## **Section 33 - Rights of Various Interests**

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

## **Section 34 - Subcontracts**

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

### **Section 35 - Supervising Professional's Status**

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

### **Section 36 - Supervising Professional's Decisions**

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

### **Section 37 - Storing Materials and Supplies**

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

### **Section 38 - Lands for Work**

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

### **Section 39 - Cleaning Up**

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

### **Section 40 - Salvage**

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

## **Section 41 - Night, Saturday or Sunday Work**

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

## **Section 42 - Sales Taxes**

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

## Section 43

### **CONTRACTOR'S DECLARATION**

I hereby declare that I have not, during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled \_\_\_\_\_, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Past due invoices, if any, are listed below.



## Section 44

### **CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor, \_\_\_\_\_, represents that on \_\_\_\_\_, 20\_\_\_\_, it was awarded a contract by the City of Ann Arbor, Michigan to \_\_\_\_\_ under the terms and conditions of a Contract titled \_\_\_\_\_. The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Subscribed and sworn to before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ County, Michigan

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, MI

My commission expires on:

### **STANDARD SPECIFICATIONS**

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Standard Specifications are available online:

<http://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

**DETAILED SPECIFICATIONS**

## **APPENDIX**

**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 warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

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

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
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

\_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title  
of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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

**Authorized Official**

\_\_\_\_\_ **Date** \_\_\_\_\_, 202\_\_

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

Contact Phone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_

Email \_\_\_\_\_

**ATTACHMENT D**  
**PREVAILING WAGE DECLARATION OF COMPLIANCE**



## **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 \$16.43/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$18.32/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

***Check the applicable box below which applies to your workforce***

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone/Email address

## Attachment F

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

**\$16.43 per hour**

If the employer provides health care benefits\*

**\$18.32 per hour**

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

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

## ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**



## ATTACHEMENT 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.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

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Company Name

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Signature of Authorized Representative

---

Date

---

Print Name and Title

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Address, City, State, Zip

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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](http://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](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto: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](mailto: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.

[illegible]

MDOT CP-347 (04/10)

Page 2 of 2

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)  
\_\_\_\_\_; that during the payroll period commencing on the  
(Building or Work)  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

### (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:	

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



**City of Ann Arbor  
Fire Station 3 Building  
Emergency Generator  
RFP# 24-43  
Ann Arbor, Michigan**

Response to Request for Proposal  
Submitted by  
**Huron Valley Electric Co.**

Bid Proposal Content per the following Sections:

- A. Qualifications, Experience and Accountability
- B. Workplace Safety
- C. Workforce Development
- D. Social Equity and Sustainability
- E. Schedule of Pricing/Cost
- F. Authorized Negotiator
- G. Attachments





## A. Qualifications, Experience and Accountability

### 1.a Qualifications

Huron Valley Electric has been performing electrical services in the local community since 1987 providing a vast array of quality installations covering a broad spectrum of diverse projects ranging in size from multi-million to small individual daily service work. Over the year's we have grown and expanded our resources to perform electrical services in almost all aspects of the electrical industry including design.

Huron Valley Electric's approach to projects focuses on a team concept where our staff works in harmony with the Owners, Project Team Engineers, Construction Managers, General Contractor, Consultants, and other Design/Build members. Our team is comprised of multiple components with the main members: **Administration, Safety, Project Managers, Project Engineers, CAD Designer, and Field Foreman & Electricians**.

These team members engage in the various process required for project execution that involve, project planning, meetings, and support the design process in order to completely address the electrical needs of the project. Project Managers, oversee quality control, safety, product purchasing, scheduling, and resource allocations. Our field Foreman to address construction, job site safety

Our Project Engineers are experienced in the Design/Assist & Design/Build process. Knowledgeable of industry standards, National Electrical Code, NFPA code, as well as in other disciplines such as civil, structural, and mechanical issues.

Both the Project Manager and Project Engineer are experienced in the coordination process required between consultant, owner representatives, and other trades, and are active team members throughout the project and with design/assist processes.

### 1.b Experience: Projects of Similar Scope and Size

Huron Valley Electric has completed many projects of similar size and scope of this RFP-24-34-MCC-E&F Replacement. This would include our current ongoing project for the AAWWTP-Headworks project where (2) MCC's were replaced with (2) new DP panels. Additional listed projects are the AAWWTP-5 year Plant Renovation, Hyundai Crash Test Facility, Toyota, Google, Eastern Michigan University, UofM Central Power Plant. HVE performed as the prime electrical contractor for the majority of these projects. Some of these projects HVE was selected as the electrical design/assist contractor that included, substations, primary power, generators, lighting, voice and data networks, and fire alarm systems.

### 1.c. Management and Supervisory Personnel to be Assigned

#### **HVE Staffing Commitment**

Project Manager:	Eric Maley
Project Engineer:	Eric Maley
Project General Foreman:	Pat Kelley

### 2. References from Individuals and/or Entities

HVE has attached the following references:

- Megan Stewart-Spence Brothers Inc. AAWWTP Headworks Project
- Bob Harris-UofM Hospitals Executive Director of Facilities-Brighton Hospital OR #5 & 6
- Kris Maly-Project manager-Elle's Place Ann Arbor
- Trudy Sedaker-Witte-UM Senior Project Manager-UofM Central Power Plant



### 3. HVE's Quality Control Program

Huron Valley Electric's quality control program begins with adherence to Huron Valley Electric Quality Management System outlined on our company manual to deliver quality protocols and standards to ensure consistent excellence and reliability in our services. This is a (23) page document. For this proposal we have included the table of contents of this manual and will provide our quality control program according to the specifications for the project. Table of contents is as follows:

<b>1 QUALITY POLICY .....</b>	<b>4</b>
<b>2 SCOPE .....</b>	<b>4</b>
<b>3 REFERENCES.....</b>	<b>4</b>
3.1 CONSENSUS STANDARDS.....	4
<b>4 CONTEXT OF HURON VALLEY ELECTRIC.....</b>	<b>4</b>
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4.2 NEEDS AND EXPECTATIONS OF INTERESTED PARTIES.....	5
4.3 SCOPE OF THE QUALITY MANAGEMENT SYSTEM .....	5
4.4 QUALITY MANAGEMENT SYSTEM AND ITS PROCESSES .....	5
<b>5 LEADERSHIP .....</b>	<b>5</b>
5.1 LEADERSHIP AND COMMITMENT .....	5
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5.3 ORGANIZATION ROLES, RESPONSIBILITIES, AND AUTHORITIES .....	6
<b>6 PLANNING .....</b>	<b>7</b>
6.1 ACTIONS TO ADDRESS RISKS AND OPPORTUNITIES .....	7
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8.1 OPERATIONAL PLANNING AND CONTROL.....	13
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**4. Major Subcontractors**

No Major Subcontractors to be Utilized. Only Minor participation for the following:

-Testing- UIS

**Note: See Attachemnts for this Section in Section G under Additional Attachments**

Seciton A-1.3 HVE Staffing-Copies of Resume's

Section A-2-References-Copies of Recommendations/References and Appreciation

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**B. Workplace Safety**

**1. Huron Valley Electric Safety Program**

Huron Valley Electric safety program is an extensive fully comprehensive program containing (291) pages of safety instructions and procedures. Sean Birmingham is our safety program leader who performs in-house training and regular job site visits. A copy of our complete safety program is available upon request.

For the purposes of this proposal, we are providing the table of contents and our safety policy statement.

**Table of Contents**

Sec. 1 Introduction

Sec. 2 General Safety Rules.....12

Sec. 3 Accountability and Discipline.....23

Sec. 4 Posting and Record-Keeping.....29

Sec. 5 Accident Reporting.....30

Sec. 6 Accident Investigation.....35

Sec. 7 Safety Training.....41

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Huron Valley Electric  
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Ann Arbor, MI 48103 P:  
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F: (734) 747-6090  
Huronvalleyelectric.com

## Safety Policy Statement

### *PROFESSIONALS PUTTING SAFETY FIRST*

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

### **SAFETY CULTURE BEGINS WITH EACH OF US**

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

### **ADDRESSING HAZARDS AND POTENTIALLY UNSAFE CONDITIONS**

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

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

### **COMPLIANCE**

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





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

The commitment to safety starts with me, as President/CEO of Huron Valley Electric. Should there ever be concerns that action is not being taken to protect workers and eliminate injuries, please let me know. You can contact me at [tkittel@huronvalleyelectric.com](mailto:tkittel@huronvalleyelectric.com).

**2. Huron Valley Electric Experience Modification Rating (EMR)**

Huron Valley Electric Current EMR is as follows:

7/1/23-7/1/24	.39
7/1/22-7/1/23	.41
7/1/21-7/1/22	.62

**3. Huron Valley Electric Craft Labor OSHA 10-Certified**

Huron Valley Electric current staffing of 200 craftsman with the majority of these employees holding an OSHA 10 certification and all HVE Foreman retaining the higher standard OSHA 30 certification. All HVE field crafts persons for this project will retain an OSHA 10 certification at a minimum.

**4. Documented MIOSHA violations and corrective actions**

Huron Valley Electric has (1) documented MIOSHA violation. This was a contested violation that is reflected in an attached copy where the circumstances involved were contested. A copy of the violation is included with the Attachments Section G under 'additional attachments'

Corrective action was taken immediately upon discovery and prior to the issuance of the violation. We have conducted regular communications and coordination of hazard identification and actions necessary for control and/or elimination of hazards.



## C. Workforce Development

### 1. HVE Pay Rates and Fringe Benefits

Huron Valley Electric current labor rate and fringe benefits:

Journeyman Electrician 6/1/2024 to 5/31/2025      \$97.91/hr. Regular Time

Foreman Electrician: 6/1/2024 to 5/31/2025      \$108.81/hr. Regular Time

Copy of the pay rate schedules and fringe benefits is included with Section G under 'additional attachments'

### 2. HVE Participation in Registered Apprenticeship Program

Huron Valley Electric is an active member of Local Union 252 of Ann Arbor and it's affiliated apprenticeship program. See copy of the 'certificate of registered program' registered with the US Department of Labor. Copy of the certificate is included with the attachments section G under 'additional attachments'

### 3. HVE Number of Non-Craftsperson's who work on a 1099 basis

Huron Valley Electric does not have any employees that work on a 1099 basis.





## **D. Social Equity and Sustainability**

### **1. Percentage of Local Workforce**

Huron Valley Electric currently has 161 full-time employees.

3% reside in the City of Ann Arbor

26% reside in Washtenaw County

### **2. Equal Opportunity Programs**

Huron Valley Electric is an active member in the National Women in Construction Organization

Huron Valley Electric is a member of Washtenaw Contractors Association, a non-profit equal opportunity organization

### **3. Huron Valley Electric Equal Opportunity Employer**

## **HVE GENERAL EMPLOYMENT POLICIES**

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Company is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. The Company strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy), height, weight, gender (including gender nonconformity and status as a transgender individual), age, familial or marital status, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, arrest record, genetic information, or any other characteristic protected under applicable federal, state, or local law. All Company employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

The Company complies with the Americans with Disabilities Act ("ADA"), as amended by the ADA Amendments Act, and all applicable state or local law. Consistent with those requirements, the Company will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If you believe you need an accommodation, refer the Company's Disability Accommodations Policy. The Company will also, where appropriate, provide reasonable accommodations for an employee's religious beliefs or practices.

#### **Complaint Procedure**

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your direct supervisor or the Company's EEO Director, Courteney McInerney, as soon as possible following the offending conduct. If you have not received a satisfactory response within five days after reporting any incident of what you perceive to be discriminatory conduct, please immediately contact the Company's EEO Director. These individuals will ensure that a prompt investigation is conducted.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Company will directly and thoroughly investigate the facts and circumstances of all claims of perceived discrimination and will take prompt corrective action, if appropriate.



Additionally, any manager or supervisor who observes discriminatory conduct must report the conduct to the EEO Director so that an investigation can be made and corrective action taken, if appropriate.

### **Violations of this Policy**

Any employee, regardless of position or title, whom the EEO Director determines has subjected an individual to discrimination or retaliation in violation of this policy will be subject to discipline, up to and including termination of employment.

## **ANTI-HARASSMENT POLICY All Unlawful**

### **Harassment Prohibited**

The Company strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy), height, weight, gender (including gender nonconformity and status as a transgender individual), age, familial or marital status, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, arrest record, genetic information, or any other characteristic protected under applicable federal, state, or local law.

### **Sexual Harassment**

All of Company's employees, other workers and representatives (including vendors, customers, clients and visitors) are prohibited from harassing employees and other covered persons based on that individual's sex or gender (including pregnancy and status as a transgender or transsexual individual) and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request or conduct is used as a basis for employment decisions.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile or offensive work environment.





#### 4. Sustainable Products: HVE LEED Experience/Qualifications

Huron Valley Electric, is a member of the Ann Arbor / Washtenaw 2030 District a unique private-public partnership of local property owners, local government working towards a common goal of reducing environmental impact from building construction and operations. As part of the 2030 District HVE regularly participates in A2Zero sustainability seminars. HVE is directly involved in Green Building Design & Construction. We have been a construction partner in many LEED (Leadership in Energy and Environmental Design) certified projects that meet U.S. Green Building Council (USGBC) standards for sustainability, energy savings, water efficiency, CO<sub>2</sub> emissions reduction, indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Among these projects are:

##### **Ann Arbor Metropolitan Area**

- Toyota Product Development Prototype Facility – **Certified Platinum LEED v4**
- Eastern Michigan University Strong Hall Renovation Design/Assist – **Certified Silver LEED v4**
- Google Waymo Facility (autonomous vehicles) – **Certified Silver LEED v4**

##### **Detroit Metropolitan Area**

- Hudson's Site (Detroit) – **Certification in Process – LEED BD+C: Core and Shell v4 - LEED v4**
- Monroe Blocks (Detroit) – **Certification in Process – LEED BD+C: Core and Shell v4 - LEED v4**
- U.S. Customs and Border Inspection Facility – **Certified LEED BD+C: New Construction v2 - LEED 2.1**
- Theodore Levin U.S. Courthouse – **LEED O+M: Existing Buildings v3**

HVE teams up with project LEED teams where our participation with products and services including, but not limited to, the purchase and installation of LED lighting, wall- and ceiling-mounted occupancy and motion sensors, dimming ballasts, and solar arrays. We also actively manage construction waste through practices including bulk purchasing, which reduces packaging waste, prefabrication, which limits the materials and packaging at job sites, and recycling of metal and paper products. And of course, we are always looking for opportunities to employ innovative design strategies that lend themselves to the green goal.

#### 5. HVE Environmental Record

Huron Valley Electric has No environmental violations or penalties.



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## **E. Schedule of Pricing/Cost**

1. **Company:**

**Huron Valley Electric, Inc.**

2. **Base Bid**

For the entire work outlined in these documents for the Fire Station 3 Building Emergency Generator, complete as specified, using equipment and materials only of the type and manufactures where specifically named.

Sixty-Five Thousand Dollars (\$ 65,000 )



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## **F. Authorized Negotiator and Negotiable Elements (Alternates)**

### **1. Huron Valley Authorized Negotiator**

Thomas E. Kittel, President  
Huron Valley Electric  
425 Jackson Plaza  
Ann Arbor, MI 48103

Email: tkittel@huronvalleyelectric.com  
Phone: 734-747-8840

### **2. Proposal Shall Include Materials and Equipment from Designated Manufactures**

Huron Valley proposal pricing includes materials and equipment from designated manufactures in accordance with the specifications in the contract documents.

### **3. Alternates**

Huron Valley Electric has no alternates.

### **4. Contract Time of Completion**

Huron Valley Electric does not take exception to Article III for the time of completion, page C-2. No time frame was stipulated in the documents for this project. A project schedule duration shall be determined following equipment submittal and factory lead time deliveries established.

Huron Valley Electric is of the understanding that the liquidated damages stipulated on page 10 of the contract documents does not apply for this project.



## **G. Attachments**

### **1. Section G Required Attachments**

Attachment B 'General Declarations'  
Attachment C 'Legal Status of Bidder'  
Attachment D 'Prevailing Wage Declaration of Compliance'  
Attachment E 'Living Wage Ordinance Declaration of Compliance'  
Attachment G 'Vendor Conflict of Interest Disclosure Form'  
Attachment H 'Declaration of Compliance'

### **2. Additional Attachments: Supporting Documents from Other Sections**

Attachment for Section A Item 1.3.-Copy of HVE Staffing Resume's  
Attachment for Section A Item 2.-Copy of HVE Recommendations/Appreciation Letters  
Attachment for Section B Item 2.-Copy of Huron Valley Electric EMR Rating  
Attachment for Section B Item 4.-Copy of MIOSHA violation  
Attachment for Section C Item 1.-Copy of Huron Valley Electric Wage Rate Schedule  
Attachment for Section C Item 2.-Copy of Registered Apprenticeship Program

**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 warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

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

In accordance with these bid documents, and Addenda numbered 1, 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 10th DAY OF September, 2024.

Huron Valley Electric

Bidder's Name

  
Authorized Signature of Bidder

425 Jackson Plaza, Ann Arbor, Mi 48103

Official Address

Eric Maley  
(Print Name of Signer Above)

734-747-8840

Telephone Number

EMaley@huronvalleyelectric.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 Eric Maley \_\_\_\_\_, bearing the office title  
of Senior Project Manager, 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 \_\_\_\_\_  
whom \_\_\_\_\_ bearing the title of \_\_\_\_\_  
whose signature is affixed to this proposal, is authorized to execute contract on behalf of the  
LLC.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Authorized Official**



**Date** September \_\_\_\_\_, 2024

(Print) Name Eric Maley Title Senior Project Manager

Company: Huron Valley Electric

Address: 425 Jackson Plaza, Ann Arbor, Mi 48103

Contact Phone (734) 747-8840 Fax (734) 747-6090

Email EMaley@huronvalleyelectric.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 have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Huron Valley Electric

Company Name

  
Signature of Authorized Representative

09/10/2024

Date

Eric Maley

Print Name and Title

425 Jackson Plaza, Ann Arbor, MI 48103

Address, City, State, Zip

734-747-8840/EMaley@huronvalleyelectric.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 \$16.43/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$18.32/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

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

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

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

Huron Valley Electric

Company Name

425 Jackson Plaza

Street Address

  
Signature of Authorized Representative

7-10-24

Date

Ann Arbor, Mi 48103

City, State, Zip

Eric Maley Senior Project Manager

Print Name and Title

734-747-8840/EMaley@huronvalleyelectric.com

Phone/Email address



# ATTACHEMENT 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.	<input type="checkbox"/> Relationship to employee
	<input type="checkbox"/> Interest in vendor's company
	<input type="checkbox"/> 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:		
Huron Valley Electric		(734) 747-8840
Vendor Name		Vendor Phone Number
	09/10/2024	734-747-8840
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](mailto: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.

Huron Valley Electric

Company Name



09/10/2024

Signature of Authorized Representative

Date

Eric Maley Senior Project Manager

Print Name and Title

425 Jackson Plaza, Ann Arbor, MI 48103

Address, City, State, Zip

734-747-8840/EMaley@huronvalleyelectric.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





**Huron Valley Electric**  
425 Jackson Plaza  
Ann Arbor, MI 48103  
Phone 734.747.8840, Fax 734.747.6090

## Eric Maley

## Senior Project Manager

### Experience

**Senior Project Manager**  
**HURON VALLEY ELECTRIC**

#### Current

- **Ann Arbor District Library-New Generators**  
Ann Arbor, Michigan
- **University of Michigan Gerstacker Zeus Lab Renovation**  
Ann Arbor, Michigan
- **Ann Arbor Public Schools (Multiple Projects/Locations)**  
Ann Arbor, Michigan
- **Washtenaw County-Zeeb Rd. 911 Buildout**  
Ann Arbor, Michigan

#### Previous

- **University of Michigan Hutchins Hall**  
Ann Arbor, Michigan
- **University of Michigan Schembechler Football Performance Center**  
Ann Arbor, Michigan
- **Dayton Freight-New Facility**  
Jackson, Michigan
- **University of Michigan Lay Auto Renovation/Dynamometer Install/Compressed Natural Gas Projects**  
Ann Arbor, Michigan
- **University of Michigan Dearborn IAVS Building Dynamometer**  
Dearborn, Michigan
- **University of Michigan HH Dow Lab**  
Ann Arbor, Michigan

### Experience *(continued)*

- **University of Michigan EWRB Power Distribution Upgrade**  
Ann Arbor, Michigan
- **University of Michigan Soccer Stadium-New Building**  
Ann Arbor, Michigan
- **University of Michigan North and Central Campus's Security Upgrade**  
Ann Arbor, Michigan
- **Washtenaw Community College Occupational Education Building Renovation**  
Ann Arbor, Michigan

### Education

Wittenberg University, Springfield OH  
Bachelor of Arts, Business Administration

### Training

- NECA Estimating Program
- OSHA 30-Hour Training Construction Course

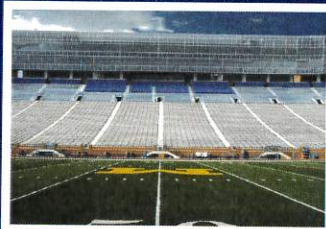
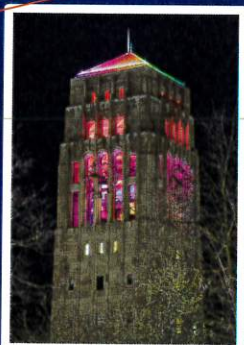
### Affiliations

- Trustee for Local 252 Health, Welfare and Pension Fund.
- Member of Washtenaw Contractors Member Relations Committee.
- Inside Labor/Management Committee Member for the NECA Ann Arbor division.





**Huron Valley Electric**  
425 Jackson Plaza  
Ann Arbor, MI 48103  
Phone 734.747.8840, Fax 734.747.6090



## Patrick Kelley

## Field Foreman

### Professional Experience

#### FOREMAN

- Project Pace (DDM5) (2024-present)
- Sartorius (2022-2024)
- Randall Lab (2022-2023)
- New Tesla Dealership (2022-2023)
- UM Chiller Replacement (2021-2023)

### Specialization

Foreman for HVE since 2009

### Background

15+ years in the electrical industry

### Education / Training

Washtenaw Community College  
Electrical Engineering

Four-Year Electrical Apprenticeship

CPR & First Aid Training

10 & 30 Hour OSHA Safety Training

NEC Code Update Certification



326 East Hoover, Mail Stop D  
Ann Arbor, MI 48109-1002

Re: 2021 WCA Pyramid Awards-Best Subcontractor (contracts over \$500,000)

To whom it may concern,

I'm pleased to provide this letter of recommendation for Huron Valley Electric based on their performance throughout the construction of the University of Michigan - Central Power Plant Expansion Project. The Central Power Plant is a highly efficient, reliable on-campus source of heat and electricity that supports mission-critical functions across U of M, including life-saving research and the 24/7 demands of a major regional medical center. This \$80 million dollar MEP heavy project included the installation of a 15.7 megawatt turbine and heat recovery steam generator integrated into the operations of the existing Central Power Plant. This new installation enhances campus-wide power reliability and reduces greenhouse gas emissions.

By the time the main electrical package was awarded to Huron Valley Electric, the project was straining under significant budget and schedule issues. There were also the typical project challenges of a postage stamp sized site with no place for staging, the electrical package released 9 months late, and once released, an incomplete electrical design. And with all of this, there was one more caveat: the electrical contractor would be completing intricate work not only on the new turbine, but must integrate this into the existing power plant and control room - without ever tripping the existing plant off line. I cannot imagine a more challenging situation. However Huron Valley Electric took on the challenge, rolled up their sleeves, and got to work. They worked side by side with the Owner, Designers, and CM to come up with innovative ways to close the budget and schedule gaps on major power, controls, lighting, and life safety installations.

Their absolute commitment to quality, schedule, and safety on a daily basis was unquestionable. From Chris Parks, their site superintendent to Derek Hughey, their project engineer, and Derek Aben, their project manager, their attention to detail, ability to deliver and proactive approach was second to none.

With their help, U of M was delivered a new turbine/generator on time and on budget, and without a single unexpected trip of the Central Power Plant. Needless to say, this project's success depended on Huron Valley Electric's outstanding performance.

Throughout the project there were many unexpected challenges uncovered as it progressed along and HVE's scope grew significantly. They faced these sometimes daily challenges with a collaborative problem solving approach while still maintaining the project schedule. Even with all the challenges thrown at the HVE team, this project was operational and fully commissioned, with integrated systems testing and training completed by the pre-established date of substantial completion.

It was an absolute pleasure to work with Huron Valley Electric on this project. Their positive, teamwork oriented attitude, as well as their desire to concur every challenge thrown at them was key to the success of this project. The University of Michigan overwhelmingly supports their nomination for the Washtenaw Contractors Association Best Subcontractor Award for 2021.

Sincerely,

A handwritten signature in black ink that reads 'Trudy Zedaker-Witte'. The signature is written in a cursive, flowing style.

Trudy Zedaker-Witte  
Senior Project Manager  
University of Michigan-AEC



5/29/2024

Megan Stewart  
Spence Brothers  
340 E. Huron Street, Suite B  
Ann Arbor, MI 48104

Tom Kittel  
Huron Valley Electric  
425 Jackson Plaza  
Ann Arbor, MI 48103

To Whom It May Concern:

It is our belief that Huron Valley Electric is one of the best Electrical Contractors in the industry and recommend they be chosen for the upcoming project. We have most recent experience working with them at Ann Arbor Wastewater Treatment Plant, as well as several other past successful projects, and they have performed exceptionally well.

Huron Valley Electric has more than 30 years of experience in electrical installation in Ann Arbor and the surrounding regions. They are well versed in a variety of project types and settings, and able to work in all manners of situations and scenarios, from BIM coordination to final installations. Their performance both in the field and office is professional, communicative, and efficient.

Huron Valley Electric's diverse project history, broad skill set, and reputation for quality electrical work gives me the confidence to say they would be the perfect fit for any future project endeavors of any type or size.

Sincerely,

Megan Stewart  
Project Manager, Spence Brothers



A Home for Healing Hearts for grieving children & teens



February 3, 2020

Ann Arbor | Capital Region  
West Michigan | Greater Flint &  
Genesee County

Washtenaw Contractors Association  
3135 S. State St., Suite 350-H  
Ann Arbor, MI 48108

RE: 2020 WCA Pyramid Awards  
Best Subcontractor— Contracts Under \$500,000

Dear WCA Pyramid Awards Nomination Committee,

I welcome providing this letter of recommendation for Huron Valley Electric (HVE) based on our partnership with them during the construction of a brand new building for Ele's Place Ann Arbor (EPA2), a non-profit organization that serves grieving children, teens and their families in the southeast Michigan area.

As the electrical subcontractor, HVE was deeply involved in our \$4.5 million dollar project from the time we broke ground in July 2018, through the time we moved into our new home in June 2019...and beyond!

As EPA2's in-house project manager, I so appreciated how the HVE team members took extra care with each electrical decision to ensure the finished product would serve our grieving children, teens and their families in the most comforting and healing way possible. Major electrical components in our building include: dimmers in each program group room; dimming capability of 15 huge drum lights in our potluck room; occupancy sensors on the lighting in our library, restrooms, hallways, etc.; simultaneous remote control window blinds in the potluck room and mezzanine level; outdoor signage lighting; photo cell parking lot lights; and, emergency lights and signage. HVE's commitment to quality, schedule and safety was evident every day.

Several times during the construction project we revised an electrical need and had to come up with an alternative solution. HVE team members were always patient with these changes and assisted the construction team until the best solution was reached.

Throughout construction I would visit the building and HVE team members, led by Project Foreman, Curt Loudon, were eager to answer questions, to explain revisions, and often told their own story of loss, which included how amazing it would have been to have a place like EPA2 when they were young. In the fall of 2019, HVE team members, Derek Aben, Engineering & Field Operations Manager, Derek Hughey, Project Engineer, and Joe Kowal, Estimator/Project Manager, attended our Community Grand Opening; they were completely amazed to see the completed building, engrossed in learning about our programming during their building tour and thrilled to go off-tour to check out the completed electrical system on the mezzanine level!

Like many organizations, we were so grateful that HVE generously donated over \$27,000 of in-kind services to EPA2. HVE's commitment to this project helped provide a permanent home – A Home for Healing Hearts – that will increase accessibility and inclusivity to better serve our grieving children, teens and their families.

With gratitude,

Kris Maly  
Project Manager

**ANN ARBOR  
CAPITAL CAMPAIGN  
CABINET**

Howdy Holmes, Co-Chair  
Sue Snyder, Co-Chair  
Wayne and Shelly Jones  
Betsy and Woody Stover  
Jeff Hall  
Sheila Morrison-Patnas  
Mark Blaufuss\*  
Sean Duval  
Mark Ouimet  
John Mann  
Susan Terrible Spoor  
Diane Kieliszewski\*

**ANN ARBOR  
COMMUNITY BOARD**

Beth Jakubik, Chair\*  
Mike Halpern, Vice-Chair  
Anita Bohn\*  
Michael Crowley  
JPaul Dixon  
Rick Eder  
Ann Hollenbeck  
Steve Marquardt  
Charles Ramsey  
Jackie Silhanek  
Betsy Stover\*  
Eileen Thacker  
Lori Thomas  
Tom Tocco  
Rosalie Tocco-Bradley  
Jim Wolfington

**DIRECTOR**

Monica Brancheau

**PRESIDENT & CEO**

Dan Layman\*

\*Also serves on Governing Board

**BRANCH LOCATION**

5665 Hines Drive  
Ann Arbor, MI 48108  
(734) 929-6640  
elesplaceannarbor.org  
elesplace.org

**Kittel, Tom**

---

**Subject:** FW: FW: BCSC OR 5&6 Electrical System Problem Solving Team Recognition

----- Forwarded message -----

From: Josh Slothower <[JS@azshmina.com](mailto:JS@azshmina.com)>

Date: Oct 20, 2023 10:20 AM

Subject: FW: BCSC OR 5&6 Electrical System Problem Solving Team Recognition

To: "Jagielski, Joe" <[jjagielski@huronvalleyelectric.com](mailto:jjagielski@huronvalleyelectric.com)>, "Aben, Derek"

<[daben@huronvalleyelectric.com](mailto:daben@huronvalleyelectric.com)>, [tkittle@huronvalleyelectric.com](mailto:tkittle@huronvalleyelectric.com)

Cc: "Ruggles, Ty" <[TRuggles@huronvalleyelectric.com](mailto:TRuggles@huronvalleyelectric.com)>

See email below with a big endorsement for Ty from Bob Harris.

**From:** Harris, Bob <[harrisrc@med.umich.edu](mailto:harrisrc@med.umich.edu)>

**Sent:** Friday, October 20, 2023 9:31 AM

**To:** Miller, David <[dcmillar@med.umich.edu](mailto:dcmillar@med.umich.edu)>; Denton, Tony <[tadpole@med.umich.edu](mailto:tadpole@med.umich.edu)>; Reuland, Charles <[chareula@med.umich.edu](mailto:chareula@med.umich.edu)>; May, Nancy <[mayn@med.umich.edu](mailto:mayn@med.umich.edu)>; Mcdonnell, Andi <[andream@med.umich.edu](mailto:andream@med.umich.edu)>; Mclaughlin, Vallerie <[vmclaugh@med.umich.edu](mailto:vmclaugh@med.umich.edu)>; Ambani, Sapan <[sapan@med.umich.edu](mailto:sapan@med.umich.edu)>; Musler, Migdalia <[panjam@med.umich.edu](mailto:panjam@med.umich.edu)>; Cumbo, Jennifer <[jenwig@med.umich.edu](mailto:jenwig@med.umich.edu)>; Pagac, Gretchen <[gpagac@med.umich.edu](mailto:gpagac@med.umich.edu)>

**Cc:** DuShane, Jeff <[jdushane@ids-michigan.com](mailto:jdushane@ids-michigan.com)>; Fox, Steven <[foxst@med.umich.edu](mailto:foxst@med.umich.edu)>; Josh Slothower <[JS@azshmina.com](mailto:JS@azshmina.com)>; Giroux, David <[dgiroux@ids-michigan.com](mailto:dgiroux@ids-michigan.com)>; Cory Eakin <[corye@synergy-engineers.com](mailto:corye@synergy-engineers.com)>; Keith VanKerckhove <[keithv@pglifelink.com](mailto:keithv@pglifelink.com)>; Justin Weinberg <[justin.weinberg@teamuis.com](mailto:justin.weinberg@teamuis.com)>; David Hite <[David.Hite@teamuis.com](mailto:David.Hite@teamuis.com)>; Steve Stawkey <[sstawkey@umich.edu](mailto:sstawkey@umich.edu)>; Spilak, Cortney <[cspilak@med.umich.edu](mailto:cspilak@med.umich.edu)>; Marc Danzig <[zig@umich.edu](mailto:zig@umich.edu)>; Frank Marcinkiewicz <[frankwm@umich.edu](mailto:frankwm@umich.edu)>; Clarkson, Rob @ Detroit <[Rob.Clarkson@cbre.com](mailto:Rob.Clarkson@cbre.com)>; Mosley, Laurie @ Detroit <[Laurie.Mosley@cbre.com](mailto:Laurie.Mosley@cbre.com)>; Ruggles, Ty <[truggles@huronvalleyelectric.com](mailto:truggles@huronvalleyelectric.com)>; Marcinkiewicz, Frank <[frankwm@med.umich.edu](mailto:frankwm@med.umich.edu)>

**Subject:** BCSC OR 5&6 Electrical System Problem Solving Team Recognition

Michigan Medicine leadership team,

Over the past two weeks, those copied herein are acutely aware of the challenges we had in the subject line above regarding emergency power and transitioning safely in and out from normal to emergency power. Keeping this email to a manageable length, rewriting the details of the problem and counter measures will be omitted.

My intent of writing is to recognize and emphasize the incredible teamwork, expertise, resiliency, and dedication of everyone above in helping solve this incredibly complex and dynamic problem we experienced. No single individual was able to solve this on their own. When one issue was resolved, another surfaced unexpectedly. The facilities team above, without exception, had never encountered a problem of this magnitude, complexity and contributing factors involved in this unique situation. From working through many nights to early morning hours, to cancelling vacations, to pulling equipment and staff from other projects, nothing was held back to solve this problem as quickly as possible. Everyone understood the urgency and impacts to patient care by delayed opening.

While everyone above was contributed to our team success, I wanted to provide special acknowledgment for three of the individuals above.

- Ty Ruggles, Huron Valley Electric. He is, hands down, the best electrician I have the privilege of watching perform his duties. His expertise, quality and speed of work, attitude, problem-solving approach, and selfless working more evenings than anyone else to enable the numerous adjustments and modifications we needed to make, is testament to this individual's character and skills.



- Rob Clarkson, CBRE. Rob is lead engineer for CBRE, our BCSC (and BHC) property manager including maintenance. Like Ty, his selfless working evenings to activate testing procedures and knowledge of the building (he has been at this site since it opened), was very impactful. Spending more than one night in a vacant short stay room due to the hours worked, it is a testament to this individual's commitment to safety and Michigan Medicine.
- Keith Van Kerckhove, PG Life Link (LIM panel manufacturer). While Keith did not have the privilege of sharing our entire problem solving journey, when it was determined additional vendor expertise was needed regarding the LIM panels, he was quick to respond and made the drive from Kentucky to Michigan the same day of contact without prior notice and was able to have manufactured new transformers within the LIM panels that ultimately was the last improvement made resulting in resolution. We are so grateful for his experience, expertise, and ability to advance in 48-hour notice, the manufacture of (2) new custom transformers that was ultimately the last piece of our puzzle. Thank you, Keith.

To reinforce, everyone listed in the CC list, along with others not listed we consulted with, performed a key roll in solving this problem. Total. Team. Effort.

It is my pleasure to bring forth these individual names for recognition. Please share this email with others within your organizations for awareness and this recognition.

With gratitude as I am humbled by the expertise we have on our team.

Bob

Robert Harris, P.E.  
Associate Health System Director  
Executive Director of Facilities, UM Health  
Facility Planning & Operations  
300 North Ingalls, 4A11-15  
Ann Arbor, MI 48109-5428  
Phone | 734-763-4414  
[Email | harrisrc@med.umich.edu](mailto:harrisrc@med.umich.edu)

\*\*\*\*\*

Electronic Mail is not secure, may not be read every day, and should not be used for urgent or sensitive issues

Click [here](#) to report this email as spam.

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



June 15, 2023

Huron Valley Electric, Inc.

RE: Workers Compensation  
Experience Modification Rate  
State of Michigan

To whom it may concern:

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

7/1/23 - 7/1/24	.39
7/1/22 - 7/1/23	.41
7/1/21 - 7/1/22	.62

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

Very truly yours,

*Heather Beckett*

Heather Beckett, CISR, CIC, CRIS  
Account Manager

Guy Hurley, LLC  
248-519-1438

Occupational Safety and Health Administration

# Violation Detail

Standard Cited: 19261101 E01 Asbestos

Inspection Nr: 1542394.015

Citation: 01002A

Citation Type: Serious

Abatement Date: 12/16/2021 2

Initial Penalty: \$4,900.00

Current Penalty: \$4,900.00

Issuance Date: 12/08/2021

Nr Instances: 1

Nr Exposed: 2

Related Event Code (REC):

Gravity: 10

Report ID: 0552651

Contest Date: 02/04/2022

Final Order: 10/09/2023

Emphasis:

Substance: 9020

## Penalty and Failure to Abate Event History

Type	Latest Event	Event Date	Penalty	Abatement Due Date	Citation Type	Failure to Abate Inspection
Penalty J: ALJ Decision	10/09/2023	\$4,900.00	12/16/2021	Serious		
Penalty C: Contested	02/09/2022	\$4,900.00	12/16/2021	Serious		
Penalty Z: Issued	12/08/2021	\$4,900.00	12/16/2021	Serious		

# 2023-2024 BID FORM RATE (J/FR/GF)

6/3/24

The following is the labor rate breakdown for Huron Valley Electric 2024-2025 wage package based on Ann Arbor's Local Union 252 Electrician Labor Figures-Per Hour Direct Labor and Fringe. Rates are for Huron Valley Electric standard jobs. These rates shall be applicable for added changes in work for this project relevant to the project documents. Rate of pay effective 6/3/2024 through 6/1/2025:

Wages, Fringes and Taxes	Journeyman Regular	Journeyman Overtime	Journeyman Double Time	Foreman Regular	Foreman Overtime	Foreman Double Time	Gen.Frm Regular	Gen.Frm Overtime	Gen.Frm Double Time
Journeyman Scale	46.56	69.84	93.12	53.54	80.31	107.08	58.20	87.30	116.40
Vacation	6.98	10.48	13.97	8.03	12.05	16.06	8.73	13.10	17.46
Taxable Rate:	53.54	80.32	107.09	61.57	92.36	123.14	66.93	100.40	133.86
Pension DB	8.59	8.59	8.59	8.59	8.59	8.59	8.59	8.59	8.59
Pension DC	4.66	4.66	4.66	4.66	4.66	4.66	4.66	4.66	4.66
Health and Welfare	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50
Training	1.05	1.57	2.10	1.20	1.81	2.41	1.31	1.96	2.62
School	0.93	1.40	1.86	1.07	1.61	2.14	1.16	1.75	2.33
Nat'l Elec. Ben. Fund 3%	1.61	2.41	3.21	1.85	2.77	3.69	2.01	3.01	4.02
National LMCF	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
LMCF	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16
Administrative Maintenance Fund	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Association Service Chgs. .0025	0.13	0.20	0.27	0.15	0.23	0.31	0.17	0.25	0.33
F.I.C.A. Medicare 1.45%	0.78	1.16	1.55	0.89	1.34	1.79	0.97	1.46	1.94
F.I.C.A. Retirement 6.2%	3.32	4.98	6.64	3.82	5.73	7.63	4.15	6.22	8.30
Mich. Unemployment	2.68	4.02	5.36	3.08	4.62	6.16	3.35	5.02	6.69
Federal Unemployment	1.34	2.01	2.68	1.54	2.31	3.08	1.67	2.51	3.35
Workmen's Comp.	2.05	3.08	4.10	2.36	3.54	4.72	2.56	3.85	5.13
B.I. & P.D. Insurance	1.51	2.26	3.02	1.74	2.60	3.47	1.89	2.83	3.77
N.E.C.A. Labor Relations 1.1%	0.59	0.88	1.18	0.68	1.02	1.35	0.74	1.10	1.47
W.E.C.A. 1%	0.54	0.80	1.07	0.62	0.92	1.23	0.67	1.00	1.34
Safety Training 4%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Warranty Expenses 2%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
As-Built Drawing Fee 5%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Small Tools & Consumables 5%	2.68	4.02	5.35	3.08	4.62	6.16	3.35	5.02	6.69
Teamster/Delivery 2%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Foreman Training 2%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SUBTOTAL</b>	<b>97.91</b>	<b>134.28</b>	<b>170.64</b>	<b>108.81</b>	<b>150.63</b>	<b>192.45</b>	<b>116.09</b>	<b>161.55</b>	<b>207.01</b>
Fringe Percentage	110.28%	92.26%	83.25%	103.23%	87.56%	79.73%	99.47%	85.05%	77.85%
Huron Valley Base Labor Rate	97.91	134.28	170.64	108.81	150.63	192.45	116.09	161.55	207.01
15% Profit and Overhead	14.69	20.14	25.60	16.32	22.58	28.87	17.41	24.23	31.05
*Service Truck Adder (if applicable)	(6.60)	(6.60)	(6.60)	(6.60)	(6.60)	(6.60)	(6.60)	(6.60)	(6.60)
*Bond Cost (if applicable) 2%	(1.96)	(2.69)	(3.41)	(2.18)	(3.01)	(3.85)	(2.32)	(3.23)	(4.14)
<b>TOTAL LABOR RATE</b>	<b>112.60</b>	<b>154.42</b>	<b>196.24</b>	<b>125.13</b>	<b>173.22</b>	<b>221.32</b>	<b>133.50</b>	<b>185.78</b>	<b>238.06</b>

Should you have any questions regarding this information, please contact our office at the number above.

Sincerely,

Thomas Kittel  
President

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP  
APPRENTICESHIP CERTIFICATION

Huron Valley Electric  
425 Jackson Plaza  
Ann Arbor, MI 48103

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI016780012 - ANN ARBOR ELECTRICAL JATC:**

ANN ARBOR ELECTRICAL JATC  
13400 LUICK ROAD  
CHELSEA, MI 48118

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2024001748	***-**-2846	Cook, Collin A	ELECTRICIAN (Alternate Title: Interior Electrician) (0159 V1) Time-Based	3/11/2024		



Certified by the U.S. Department of Labor  
Date Issued: 5/30/2024

\*\*\*\*VOID 90 DAYS FROM ISSUE DATE\*\*\*\*



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**Huron Valley Electric, Inc.**  
**425 Jackson Plaza, Ann Arbor, MI 48103**

as Principal, hereinafter called Principal, and

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

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

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

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

Dollars **(5% of Bid)**

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

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

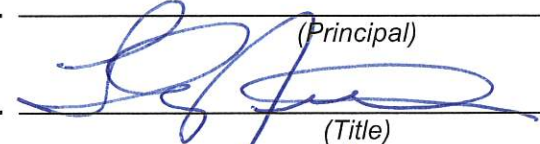
**Ann Arbor Fire Station 3 Building Emergency Generator**

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

Signed and sealed this 11th day of September, 2024.

**Huron Valley Electric, Inc.**

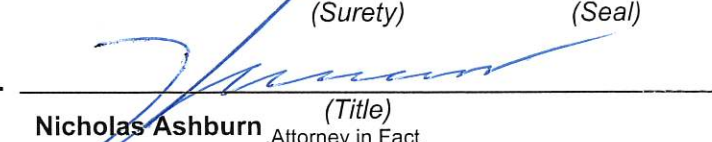
  
 (Witness)

{  (Principal) (Seal)  
 (Title)

**Liberty Mutual Insurance Company**

(Surety) (Seal)

  
 (Witness)

{  (Title)  
**Nicholas Ashburn**, Attorney in Fact



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

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

Certificate No: **8198086-013068**

### POWER OF ATTORNEY

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

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

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



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

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

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

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2024.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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

Bond No. 013133251

**PERFORMANCE BOND**

- (1) Huron Valley Electric, Inc.  
of 425 Jackson Plaza, Ann Arbor, MI 48103 (referred to as "Principal"), and Liberty Mutual Insurance Company, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$65,000.00, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled City of Ann Arbor Fire Station 3 Building Emergency Generator, for RFP No. 24-43 and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
  - (a) complete the Contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.
- (6) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**SIGNED AND SEALED** this 8th day of October, 2024.

Liberty Mutual Insurance Company  
(Name of Surety Company)  
By [Signature]  
(Signature)

Its Nicholas Ashburn (Attorney-In-Fact)  
(Title of Office)

Huron Valley Electric, Inc.  
(Name of Principal)  
By [Signature]  
(Signature)

Its PRESIDENT  
(Title of Office)

Approved as to form:

Name and address of agent:

Atleen Kaur, City Attorney

Guy Hurley, LLC

989 E. South Blvd Suite 200

Rochester Hills, MI 48307



Bond No. 013133251

**LABOR AND MATERIAL BOND**

- (1) Huron Valley Electric, Inc.  
of 425 Jackson Plaza, Ann Arbor, MI 48103 (referred to  
as "Principal"), and Liberty Mutual Insurance Company, a corporation  
duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound  
to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants  
as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et  
seq., in the amount of  
\$ 65,000.00, for the payment of which Principal and Surety bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled City of Ann Arbor Fire Station 3 Building Emergency Generator  
\_\_\_\_\_  
\_\_\_\_\_, for RFP No. 24-43; and this bond is  
given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as  
amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably  
required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have  
no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered  
electronically in lieu of an original signature and agree to treat electronic signatures as original  
signatures that bind them to this bond. This bond may be executed and delivered by facsimile  
and upon such delivery, the facsimile signature will be deemed to have the same effect as if  
the original signature had been delivered to the other party.

**SIGNED AND SEALED** this 8th day of October, 2024

Liberty Mutual Insurance Company

(Name of Surety Company)

By [Signature]  
(Signature)

Its Nicholas Ashburn (Attorney-In-Fact)  
(Title of Office)

Huron Valley Electric, Inc.

(Name of Principal)

By [Signature]  
(Signature)

Its PRESIDENT  
(Title of Office)

Approved as to form:

---

Atleen Kaur, City Attorney

Name and address of agent:

---

Guy Hurley, LLC

---

989 E. South Blvd Suite 200

---

Rochester Hills, MI 48307



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

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

Certificate No: **8198086-013068**

## POWER OF ATTORNEY

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

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

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



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

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

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

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 2024.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**Huron Valley Electric, Inc.**  
**425 Jackson Plaza, Ann Arbor, MI 48103**

as Principal, hereinafter called Principal, and

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

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

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

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

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Dollars (5% of Bid)


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

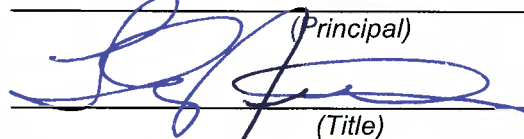
**Ann Arbor Fire Station 3 Building Emergency Generator**

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

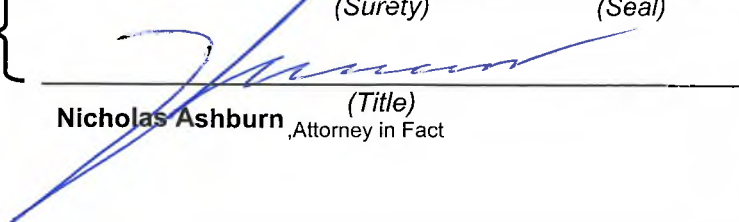
Signed and sealed this 11th day of September, 2024.

**Huron Valley Electric, Inc.**

  
 (Witness)

{  (Principal) (Seal)  
 (Title)

  
 (Witness)

{ **Liberty Mutual Insurance Company**  
 (Surety) (Seal)  
  
 (Title)  
**Nicholas Ashburn**, Attorney in Fact





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

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

Certificate No: 8198086-013068

## POWER OF ATTORNEY

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

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

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



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

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

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

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2024.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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