

## INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it and the major subcontractors have 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 and 2, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

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

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

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

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

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

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

SIGNED THIS 26th DAY OF January, 2022

Spence Brothers  
Bidder's Name

2929 Plymouth Road, Suite 275  
Ann Arbor, MI 48105  
Official Address

734.213.6033  
Telephone Number

  
Authorized Signature of Bidder

Bruce Smith, V.P.  
(Print Name of Signer Above)

BruceSmith@SpenceBrothers.com  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of Michigan, for whom Bruce Smith, bearing the office title of Vice President, 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** January 26, 2022

(Print) Name Bruce Smith Title Vice President

Company: Spence Brothers

Address: 2929 Plymouth Road, Suite 275, Ann Arbor, MI 48105

Contact Phone (734) 213-6033 Fax (734) 213-6023

Email BruceSmith@SpenceBrothers.com

# BID FORM

## Section 1 – Schedule of Prices

Company: Spence Brothers

Project: **WWTP Headworks Improvements Project**

### Unit Price Bid –

<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>00 Division 00</b>	1	LS	<u>1,000,000</u>
<b>01 Division 01</b>	1	LS	<u>incl.</u>
<b>D-1 Demolition</b>	1	LS	<u>200,000</u>

#### **Civil**

C-1	Permitting Allowance	1	LS	\$20,000
C-2	All Remaining Civil Work	1	LS	<u>320,970</u>

#### **Structural**

S-1	Pressure Injection of Non-weeping Cracks Repair Type 2A (1)	300	LF	<u>45</u>	<u>13,500</u>
S-2	Pressure Injection of Weeping Cracks Repair Type 2B (2)	500	LF	<u>45</u>	<u>22,500</u>
S-3	Concrete Surface Repair Type 3A (3)	600	SF	<u>70</u>	<u>42,000</u>
S-4	Concrete Surface Repair Type 3B (4)	250	SF	<u>90</u>	<u>22,500</u>
S-5	Concrete Surface Repair Type 3C (5)	1	SF	<u>110</u>	<u>110</u>
S-6	Removal of Embedment's Repair Type 4 (6)	1	LS	<u>3000</u>	<u>3000</u>
S-7	Aluminum Panel Replacement Type 5 (7)	1,200	SF	<u>85</u>	<u>102,000</u>
S-8	All Remaining Structural Work (8)	1	LS		<u>600,000</u>

1

**Architectural**

A-1	Brick Repointing	200	LF	<u>9</u>	<u>1800</u>
A-2	Brick replacement	10	EA	<u>225</u>	<u>2250</u>
A-3	All Remaining Architectural Work	1	LS	<u>1,577,370</u>	<u>1,577,370</u>

**Process**

2

P-1	Grit Removal & Washer				
	Equipment (9)	1	LS		\$812,000

P-2	All Remaining Process Work (10)	1	LS		<u>1,620,000</u>
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1

P-3	Grit / Screen Performance Testing	1	LS		<u>\$25,000</u>
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<b>Mechanical</b>		1	LS		<u>2,000,000</u>
<b>Electrical</b>		1	LS		<u>2,510,000</u>
<b>I&amp;C / SCADA</b>		1	LS		<u>255,000</u>
<b><u>Project Subtotal</u></b>					<u>\$ 11,150,000</u>

**Duperon Screen System:**

Duperon Fine Screen System (11)	\$ <u>1,090,000</u>
Adjustments to above pricing to accommodate the Duperon Screen System (12)	\$ <u>98,000</u>

Total Project Cost with Duperon Fine Screen System \$ 12,338,000

**Hydro-Dyne Screen System:**

Hydro-Dyne Screen System (13)	\$ <u>1,020,000</u>
Adjustments to above pricing to accommodate the Hydro-Dyne Screen System (12)	\$ <u>91,000</u>

Total Project Cost with Hydro-Dyne Fine Screen System \$ 12,261,000

The Owner will select the screen system and the Total Project Cost following the bid opening.

**Notes:**

1. S-1 Includes the work shown on Pressure Injection of Non-weeping Cracks Repair Type 2A Detail, Sheet S-2.
2. S-2 Includes the work shown on Pressure Injection of Weeping Cracks Repair Type 2B Detail, Sheet S-2.
3. S-3 Includes the work shown on Concrete Surface Repair Type 3A Detail, Sheet S-2.
4. S-4 Includes the work shown on Concrete Surface Repair Type 3B Detail, Sheet S-2.
5. S-5 Includes the work shown on Concrete Surface Repair Type 3C Detail, Sheet S-2.
6. S-6 Includes the work shown on Removal of Embedment's Repair Type 4 Detail, Sheet S-2.

7. S-7 Includes the work shown on Aluminum Panel Replacement Type 5 Detail, Sheet S-2.
8. S-8 Includes all structural work not included in any of the above structural items
9. The grit removal and washer equipment is sole-sourced, and a pre-negotiated price is included in this line item. Price includes shop drawing preparation, equipment supply, start-up services, warranty spare parts, etc. It does not include installation. It is incumbent upon each Bidder to fully understand the scope of the work provided by Huber prior to the Bid. Contractor shall include all other costs for the grit removal and washer equipment in line item P-2.
10. Line item cost does not include any costs associated with the fine screens itemize below the Project Subtotal line item.
11. Costs include all costs associated with the Duperon Screen System, including shop drawings, screen, washer, sluice equipment, instruments and controls, shipping, installation, start-up, spare parts, warranty and any other associated costs.
12. Cost adjustments (negative or positive) to demolition, concrete, can be identified on these line items to accommodate cost specific each screen system installation.
13. Costs include all costs associated with the HydroDyne Screen System, including shop drawings, screen, washer, sluice equipment, instruments and controls, shipping, installation, start-up, spare parts, warranty, and any other associated costs.

# BID FORM

## Section 2 – Material, Products, Equipment and Environmental Alternates

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

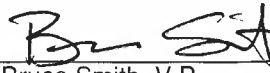
If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered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

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

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material, products or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 1/26/2022  
Bruce Smith, V.P.

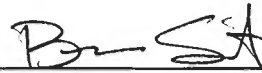
# BID FORM

## Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder  Date 1/26/2022  
Bruce Smith, V.P.



# BID FORM

## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services. A Major Subcontractor is a Subcontractor who's total contracted price exceeds 10% of the Total Project Cost

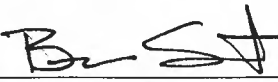
Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

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

<u>Major Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Huron Valley Electric	Electrical	
Eagle Excavation	Earthwork	

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

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

Signature of Authorized Representative of Bidder  Date 1/26/2022  
Bruce Smith, V.P.

# BID FORM

## Section 5 – References

5A Contractor References:

Include a minimum of 5 \_\_\_ references from water or wastewater projects of similar scale or complexity completed within the past \_10\_ years.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

1)	<u>Genesee County Water Treatment Plant</u>	<u>\$74,038,833</u>	<u>2017</u>
	Project Name	Cost	Date Constructed
	<u>Matthew Raysin (Genesee Co Drain Commission)</u>		<u>810.732.7870</u>
	Contact Name		Phone Number
2)	<u>Warren WWTP Final Clarifier 1-4 Rehab</u>	<u>\$4,973,638</u>	<u>2015</u>
	Project Name	Cost	Date Constructed
	<u>Todd Schaedig (Warren WWTP)</u>		<u>586.264.2530</u>
	Contact Name		Phone Number
3)	<u>Milk River Priority 1B &amp; Select Improv.</u>	<u>\$34,640,028</u>	<u>In Progress</u>
	Project Name	Cost	Date Constructed
	<u>Michael Gree (MR Intercounty Drainage BRD)</u>		<u>517.284.5622</u>
	Contact Name		Phone Number
4)	<u>City of Ann Arbor West High WTP</u>	<u>\$9,371,198</u>	<u>2014</u>
	Project Name	Cost	Date Constructed
	<u>Brian Steglitz (City of Ann Arbor)</u>		<u>734.794.6426</u>
	Contact Name		Phone Number
5)	<u>City of Ann Arbor Steere Farm</u>	<u>\$2,945,000</u>	<u>2019</u>
	Project Name	Cost	Date Constructed
	<u>Emily Schlanderer (City of Ann Arbor)</u>		<u>248.224.6492</u>
	Contact Name		Phone Number

5B Major Subcontractor References:

Include a minimum of 3 references from water or wastewater projects of similar scale or complexity completed within the past 10 years for each Major Subcontractor.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

Major Subcontractor: HURON VALLEY ELECTRIC

- |  |                        |                         |
|--|------------------------|-------------------------|
| 1) <u>Ann Arbor WWTP Facilities Renovations</u>          | <u>\$21,194,756.74</u> | <u>2012-2018</u>        |
| <b>Project Name</b>                                      | <b>Cost</b>            | <b>Date Constructed</b> |
| <u>Walsh Construction Company II, LLC</u>                |                        | <u>313-873-6600</u>     |
| <b>Contact Name</b>                                      |                        | <b>Phone Number</b>     |
| 2) <u>OCWRC Pontiac Biosolids Handling</u>               | <u>\$6,500,000.00</u>  | <u>2017-2020</u>        |
| <b>Project Name</b>                                      | <b>Cost</b>            | <b>Date Constructed</b> |
| <u>Gary Nigro</u>  |                        | <u>248-858-0958</u>     |
| <b>Contact Name</b>                                      |                        | <b>Phone Number</b>     |
| 3) <u>DWSD/GLWA Incinerator Air Quality Improvements</u> | <u>\$2,700,000.00</u>  | <u>2014-2018</u>        |
| <b>Project Name</b>                                      | <b>Cost</b>            | <b>Date Constructed</b> |
| <u>Derek Bennett</u>                                     |                        | <u>313-999-3553</u>     |
| <b>Contact Name</b>                                      |                        | <b>Phone Number</b>     |

5B Major Subcontractor References:

Include a minimum of 3 references from water or wastewater projects of similar scale or complexity completed within the past 10 years for each Major Subcontractor.

[Refer also to Instructions to Bidders for additional requirements, if any]

Major Subcontractor: EAGLE EXCAVATION, INC.

- |    |                             |                   |                     |
|----|-----------------------------|-------------------|---------------------|
| 1) | <u>SPRING OAKS WTP</u>      | <u>\$ 300,000</u> | <u>2019</u>         |
|    | Project Name                | Cost              | Date Constructed    |
|    | <u>FRANK REWOOD</u>         |                   | <u>248-651-7242</u> |
|    | Contact Name                |                   | Phone Number        |
| 2) | <u>WAYNE COUNTY SLUDS</u>   | <u>\$ 348,000</u> | <u>2017</u>         |
|    | Project Name                | Cost              | Date Constructed    |
|    | <u>WEISS CONSTRUCTION</u>   |                   | <u>313-849-4020</u> |
|    | Contact Name                |                   | Phone Number        |
| 3) | <u>AA WWTP RENOVATIONS</u>  | <u>\$ 245,000</u> | <u>2014</u>         |
|    | Project Name                | Cost              | Date Constructed    |
|    | <u>GRANBER CONSTRUCTION</u> |                   | <u>517-393-1670</u> |
|    | Contact Name                |                   | Phone Number        |

5B Major Subcontractor References:

Include a minimum of 3 references from water or wastewater projects of similar scale or complexity completed within the past 10 years for each Major Subcontractor.

[Refer also to Instructions to Bidders for additional requirements, if any]

Major Subcontractor: MIDWEST POWER SYSTEMS

- |    |                          |                    |                     |
|----|--------------------------|--------------------|---------------------|
| 1) | <u>LEONI MEMBRANE</u>    | <u>\$6,048,000</u> | <u>CURRENT</u>      |
|    | Project Name             | Cost               | Date Constructed    |
|    | <u>MARK BRATCHI</u>      |                    | <u>616-350-7801</u> |
|    | Contact Name             |                    | Phone Number        |
| 2) | <u>YCUA FILTERS</u>      | <u>\$4,500,000</u> | <u>1-20-2021</u>    |
|    | Project Name             | Cost               | Date Constructed    |
|    | <u>SCOTT WESTOVER</u>    |                    | <u>734-484-4600</u> |
|    | Contact Name             |                    | Phone Number        |
| 3) | <u>YCUA ODOR CONTROL</u> | <u>\$2,500,000</u> | <u>6-30-2016</u>    |
|    | Project Name             | Cost               | Date Constructed    |
|    | <u>TIM ARD</u>           |                    | <u>734-216-9280</u> |
|    | Contact Name             |                    | Phone Number        |

5B Major Subcontractor References:

Include a minimum of 3 references from water or wastewater projects of similar scale or complexity completed within the past 10 years for each Major Subcontractor.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

Major Subcontractor: De-Cal, Inc.

1)	<u>AA WWTP Solids Handling Bldg</u>	<u>\$20,000,000</u>	<u>2010</u>
	<b>Project Name</b>	<b>Cost</b>	<b>Date Constructed</b>
	<u>Earl Kenzie - AA WWTP</u>		<u>(734) 794-6450</u>
	<b>Contact Name</b>		<b>Phone Number</b>
2)	<u>AA WWTP 1930/1970 Plant Reconstruct</u>	<u>\$18,000,000</u>	<u>2014</u>
	<b>Project Name</b>	<b>Cost</b>	<b>Date Constructed</b>
	<u>Earl Kenzie - AA WWTP</u>		<u>(734) 794-6450</u>
	<b>Contact Name</b>		<b>Phone Number</b>
3)	<u>GLWA Oakwood Pump Station</u>	<u>\$38,000,000</u>	<u>2012</u>
	<b>Project Name</b>	<b>Cost</b>	<b>Date Constructed</b>
	<u>Mike D'Agostini - D'Agostini &amp; Sons</u>		<u>(586) 781-5800</u>
	<b>Contact Name</b>		<b>Phone Number</b>

5B Major Subcontractor References:

Include a minimum of 3 references from water or wastewater projects of similar scale or complexity completed within the past 10 years for each Major Subcontractor.

[Refer also to Instructions to Bidders for additional requirements, if any]

Major Subcontractor: BNE Restoration

- |    |                                  |                       |                     |
|----|----------------------------------|-----------------------|---------------------|
| 1) | <u>DUWA THERMAL SOLIDS</u>       | <u>\$ 224,000</u>     | <u>11-6-2021</u>    |
|    | Project Name                     | Cost                  | Date Constructed    |
|    | <u>WALSH CONST - RYAN DEPREZ</u> |                       | <u>313-456-6500</u> |
|    | Contact Name                     |                       | Phone Number        |
| 2) | <u>WILKOM WWTP</u>               | <u>\$ 454,000.00</u>  | <u>4-10-21</u>      |
|    | Project Name                     | Cost                  | Date Constructed    |
|    | <u>BRIT MIDWEST POWER SYS.</u>   |                       | <u>248-626-0505</u> |
|    | Contact Name                     |                       | Phone Number        |
| 3) | <u>SHUUA WWTP</u>                | <u>\$ 2.6 MILLION</u> | <u>ONGOING</u>      |
|    | Project Name                     | Cost                  | Date Constructed    |
|    | <u>HANLEY GENERAL</u>            |                       | <u>734-434-9350</u> |
|    | Contact Name                     |                       | Phone Number        |

5B Major Subcontractor References:

Include a minimum of 3 references from water or wastewater projects of similar scale or complexity completed within the past 10 years for each Major Subcontractor.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

Major Subcontractor: Lake Erie Electric

- |    |   |                    |                         |
|----|---|--------------------|-------------------------|
| 1) | <u>Bedford Township (MI) WWTP Upgrades</u>        | <u>\$2,000,000</u> | <u>2019-2020</u>        |
|    | <b>Project Name</b>                               | <b>Cost</b>        | <b>Date Constructed</b> |
|    | <u>Gordon Tyrell</u>                              |                    | <u>(734) 216-5689</u>   |
|    | <b>Contact Name</b>                               |                    | <b>Phone Number</b>     |
| 2) | <u>Marion (OH) WPCCE Enhancement Project</u>      | <u>\$5,000,000</u> | <u>2020-2021</u>        |
|    | <b>Project Name</b>                               | <b>Cost</b>        | <b>Date Constructed</b> |
|    | <u>Scot Pearson, Hazen and Sawyer Engineering</u> |                    | <u>(614) 296-8534</u>   |
|    | <b>Contact Name</b>                               |                    | <b>Phone Number</b>     |
| 3) | <u>Richmond (IN) WWTP Phase I Improvements</u>    | <u>\$1,400,000</u> | <u>2020-2021</u>        |
|    | <b>Project Name</b>                               | <b>Cost</b>        | <b>Date Constructed</b> |
|    | <u>Kris Trouteaud, Kokosing Industrial</u>        |                    | <u>(704) 557-5225</u>   |
|    | <b>Contact Name</b>                               |                    | <b>Phone Number</b>     |



## BID FORM

### Section 6 – Contractor Information and Responsible Contractor Criteria

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

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

*Attach additional pages as needed if space below is insufficient.*

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: Spence Brothers

Social Security or Federal Employer I.D. #: 38-1055820

Address: 2929 Plymouth Road, Suite 275

City: Ann Arbor State: Michigan Zip: 48105

Type of Organization (circle one below):

Individual      Partnership      Corporation      Joint Venture      Other

If "Other" please provide details on the organization:

N/A

Year organization established: 1893

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

See attached list

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

Explanation of any business name changes:

N/A

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

N/A

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

See attached qualifications for Matt McSweeney (PM) and Richard Spence

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

Michigan - Tenure in business supersedes licensing requirement.

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

Yes

No

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

Yes

No

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

We are 100% a Michigan based company, with an office in Ann Arbor just a few miles from the project. Our actual work force varies daily. Currently, we have approximately 5-10% that reside in the City of Ann Arbor, approximately 15% in Washtenaw and 100% reside in Michigan. These numbers do not include subcontractors, which will likely increase percentages once we determine the subcontractors for the project. Once the project subcontracts are selected, we'd be more than willing to provide an updated statement as to percentages of your work force residences.

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

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

Spence Brothers provides health insurance, retirement benefits, paid leave, and other benefits to employees

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

Yes

No

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

Spence Brothers is an EEO employer. See attached written EEO company objectives

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

Yes

No

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

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

Yes

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.

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

See attached statement and Certificate of Insurance

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

See attached insurance certificate

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

Yes  No

If bidder answered "yes" to the question above, submit documentation of your safety-training program.

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

Yes  No  
EMR = .77

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

Yes  No

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

Ratio: Will provide upon request

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

If, yes, Ratio = N/A

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

Yes  No

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

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

N/A

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

Yes

No

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

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

See attached

**CITY OF ANN ARBOR  
PREVAILING WAGE DECLARATION OF COMPLIANCE**

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

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

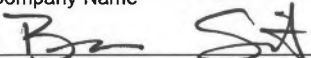
The Contractor agrees:

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

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

Spence Brothers

Company Name

  
Signature of Authorized Representative

1/26/2022

Date

Bruce Smith, Vice President

Print Name and Title

2929 Plymouth Rd., Ann Arbor, MI 48105

Address, City, State, Zip

734.213.6033 BruceSmith@SpenceBrothers.com

Phone/Email address

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

**CITY OF ANN ARBOR**  
**LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

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

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

The Contractor or Grantee agrees:

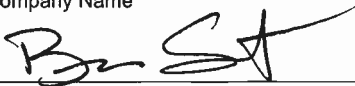
- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

<b>Check the applicable box below which applies to your workforce</b>	
<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input checked="" type="checkbox"/>	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.

Spence Brothers  
Company Name

  
Signature of Authorized Representative

1/26/2022  
Date

2929 Plymouth Rd.  
Street Address

Ann Arbor, MI 48197  
City, State, Zip

Bruce Smith, Vice President  
Print Name and Title

734.213.6033 BruceSmith@SpenceBrothers.com  
Phone/Email address



## 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:		
Spence Brothers	734.213.6033	
Vendor Name	Vendor Phone Number	
	1/26/2022	Bruce Smith, Vice President
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative



**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

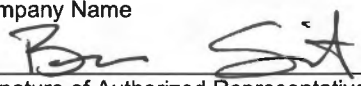
The Contractor agrees:

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

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

Spence Brothers

Company Name



Signature of Authorized Representative

1/26/2022

Date

Bruce Smith, V.P.

Print Name and Title

2929 Plymouth Rd., Ann Arbor, MI 48105

Address, City, State, Zip

734.213.6033 BruceSmith@SpenceBrothers.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

ANNUAL BOARD MEETING  
FEBRUARY 4, 2021

**OFFICERS**

Herbert A. Spence III .....	Chairman & CEO
Edwin A. Spence III .....	President & COO
Robert S. Spence III .....	Regional President & Vice CEO
Brian C. Keeler .....	Executive Vice President & Secretary
David D. Spence .....	Executive Vice President
Norman Thomas .....	Chief Financial Officer & Treasurer
John P. Galnares .....	Vice President
Bruce K. Smith .....	Vice President
Shane S. Willis .....	Vice President

# BRUCE SMITH PROJECT EXECUTIVE



## EDUCATION

BA, Construction Management, Michigan State University

## PROFESSIONAL AFFILIATIONS

Washtenaw Contractors Association

Acquiring the respect of Owners with a resolute determination toward achieving on-time, on-budget, quality completions, Bruce has served on some of Spence Brothers' most recent significant projects.

As Project Executive, he will manage and lead the efforts of our team.

## RELEVANT EXPERIENCE

- **St. Mary's & Dean Health Systems New Hospital & Clinic, Janesville, WI \$145M**  
New 163,000sf, 5-story hospital and clinic including 50 private patient rooms and 36 medical/surgery rooms, as well as emergency department, surgery, diagnostics labs, public, administrative, support services, pharmacy, and food services.
- **Monroe Clinic Hospital Additions & Renovations, Monroe, WI \$65M**  
Project connected the existing hospital and clinic building, and included the renovation and modernization of existing areas. Project consolidated space for a number of programs including digestive health, surgery, family birth, and heart health centers.
- **Orthopedic Hospital of Wisconsin, Glendale, WI \$30M**  
Construction of a new 96,000sf orthopedic hospital featuring 30 beds and 10 operating rooms.
- **The South Bend Clinic Additions, South Bend, IN \$32M**  
Clinical space expansion (from 98,000sf to 202,000sf) and parking garage additions.
- **Columbia St. Mary's Hospital \$10**  
Project involved the remodel and repurposing of existing space.
- **University of Wisconsin School of Pharmacy \$1M**  
Remodel of existing space.
- **Hub Ann Arbor \$40M**  
New 13-story, 124-unit residential development, including two sub-surface floors of parking. Self-performed 7,000 cubic yards of concrete.
- **Six11 Elevated Student Living \$43M**  
New 14-story, 92-unit residential development in Downtown Ann Arbor with 2 levels of parking.
- **Hub East Lansing \$56.5M**  
New 10-story, mixed use building totaling 352,953sf of student housing, retail, and parking. Self-performed 13,000 cubic yards of concrete.
- **LEED Gold Certified NSF International Laboratory Renovations \$14M**  
Minor renovations to 6 labs; major renovations to 7 labs; and fitout of basement with 9 new labs.
- **The Legacy \$12M**  
Estimator for historic renovation of a 5-story building into a mixed-use facility featuring retail, office, and 23-units of high end residential space, including a rooftop bar.
- **Milk River Intercounty Drainage Board Priority 1B Additions & Renovations \$34.6M**  
This Board serves a drainage
- **The Standard at Ann Arbor Mixed Use Development \$8.8M**  
Self-performing approximately 8,000 cubic yards of concrete at the new construction of this 10-story building. Includes ground floor retail and lobby/leasing office space with a split level parking deck and 218 multi-family residential units.  
Work includes foundations and flatwork for all 10 stories with cast-in-place post tension decks and the aforementioned 1 level of underground parking and 18 surface spaces.
- **Hoover & Greene Residential Mixed Use Development \$5M**  
Self-performance of approximately 6,400 cubic yards of concrete including foundations, walls, columns, and structural decks for this major redevelopment of an entire neighborhood block near Downtown Ann Arbor. Several houses and other buildings will be demolished and replaced with a 4-story, 140,000sf building containing 170 apartments and ground-floor retail. The facility will host retail, lobby, and residential space, as well as other amenities.

# MATT MCSWEENEY PROJECT MANAGER



**EDUCATION & AFFILIATIONS**  
BS, Construction Management,  
Eastern Michigan University  
  
OSHA 30-Hour  
  
OSHA Asbestos & Lead  
Awareness  
  
CPR/AED/First Aid

Matt McSweeney is a project manager with over 20 years of experience in multi-family residential and commercial construction. He will work with owners and designers throughout the preconstruction process to plan and execute projects for budget and schedule performance, while during construction, he will manage the project's progress with regard to budget & cost control, schedule adherence, and quality control with maintained focus on Convexity Property's satisfaction.

## RELEVANT EXPERIENCE

- **The Standard at Ann Arbor Mixed Use Development \$8.8M**

Self-performance of approximately 8,000 cubic yards of concrete for this project encompassing new construction of a 10-story, mixed-use building. Facility will host ground floor retail and lobby/leasing office space with a split level parking deck and 218 multi-family residential units (422 beds).

Construction includes the foundations and flatwork for all 10 stories with cast-in-place post tension decks and the aforementioned 1 level of underground parking and 18 surface spaces.

Work will be taking place in the heart of Ann Arbor's busy Downtown across a 1.19-acre site.

- **Six11 Elevated Student Living \$43M**

Construction of a 13-floor, 178,277sf student housing development in Ann Arbor. The project was a post-tensioned concrete structure featuring 337 beds across 92 units.

- **University of Michigan Wall Street West Parking Deck \$39.5M**

New 7-level, 1,100-space parking structure to be built over an existing 130-space surface parking lot. In addition to serving as the GC, approximately 7,000 cubic yards of concrete is being self-performed.

- **Hilton Garden Inn Detroit \$16M**

Construction of a concrete precast structure consisting of 10-floors and 198 rooms in Downtown Detroit.

- **Ford Field Parking Deck in Detroit \$17M**

Construction of a 5-story, 1,200-space, pre-cast concrete structure, the scope of which also included the construction of a connecting bridge to Ford Field and all associated sitework.

- **Foundry Lofts \$48M**

Construction of a 14-story, 330,000sf apartment building in downtown Ann Arbor that includes an underground parking garage, ground level retail, amenities for residents on the lower floors, and 210 units ranging from 1 to 4 bedrooms.

- **Pfizer Technical Development Center in Ann Arbor \$200M**

This project involved the multi-phased construction of a 435,000sf technical development facility, which at its peak, housed 430 researchers engaged in product development for this pharmaceutical giant. Purchased by the University of Michigan, the property now serves as U of M's North Campus Research Center.



\*Denotes experience with a previous employer



# RICHARD SPENCE SUPERINTENDENT



## EDUCATION & AFFILIATIONS

Bachelors of Business Administration, Davenport University

OSHA 30-Hour

OSHA Asbestos Awareness

CPR/First Aid

A fifth generation Spence, Richard has been working at the firm for 15 years gaining experience on projects both large and small. He will apply his expertise by overseeing the work of subcontractors at the site, ensuring a clear application of the project schedule and plans through strict superintendence of the site.

## RELEVANT EXPERIENCE

- **Genesee County New Water Treatment Plant \$74M**

Self-performed concrete foundations and flat work included over 17,800 cubic yards of concrete. Central plant construction consisted of a 94,146sf central administration building, a connected treatment building, pumping room, separated chlorine and pump station buildings, and a finished water reservoir. Plant can treat up to 30 million gallons per day. Its site covers 75 acres.

- **Milk River Intercounty Drainage Board Priority 1B Additions & Renovations \$34.6M**

This Board serves a drainage area of approximately 3,700 acres. In addition to 8,000 cubic yards of self-performed concrete, Spence Brothers is the General Contractor for major improvements which include a multitude of mechanical upgrades, as well as repairs to the leaking recirculation forcemain. Existing facility remains in full operation throughout construction.

- **University of Michigan Wall Street West Parking Deck \$39.5M**

New 7-level, 1,100-space parking structure to be built over an existing 130-space surface parking lot. In addition to serving as the GC, approximately 7,000 cubic yards of concrete is being self-performed.

- **Great Lakes Energy Headquarters Expansion Concrete \$1.7M**

Work involved concrete footings, foundations, piers, walls, equipment pads and cast-in-place concrete trench drains, as well as 88,400sf of concrete slab-on-grade and 10,900sf of concrete slab-on-metal deck all totaling 3,100 cubic yards of concrete.

- **University of Michigan Medical Sciences Research Building II Loading Dock 6 Improvements \$1.1M**

Completed in phases to accommodate the least interference to Owner activities with the demand that two loading dock bays remain open at any given time. Scope included the remodel of the existing Loading Dock 6, including staff touch-down areas, mail room, and cylinder gas storage areas. This required demolition for new construction; replacement of existing dock levelers, overhead doors, dock seals, bumpers, and dock lights; revision of the existing HVAC system, including new dock heating systems; new plumbing work, including new drains for scissor lift pits; fire protection plumbing; electrical light and power; and alarm and telecommunications systems.





Question 10 Attachment

**Employee Pay Rate**

Project Director	\$95 per hour
Project Manager	\$75 per hour
Project Superintendent	\$75 per hour
Administrative	\$55 per hour
Project Engineer	\$55 per hour

**SPENCE BROTHERS**  
**Company Objectives**  
**Equal Employment Opportunity**

**Affirmative Action Plan**

The employment policies and practices of Spence Brothers are to recruit and to hire employees without discrimination based on religion, race, color, national origin, age, sex, height, weight, marital status, arrest record or disability, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This Company submits this plan to assure compliance with Executive Order 11246 and to reaffirm its continued commitment to a program of equal opportunity and merit employment policies.

It agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to religion, race, color, national origin, age, sex, height, weight, marital status, arrest record or disability.

This Company further recognizes that the effective application of a policy of merit employment involved more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to encourage all persons to seek employment with the Company and to strive for advancement of this basis.

**Dissemination Policy**

The Company will take appropriate steps to insure that all employees are advised of this policy of nondiscrimination and of its interest in actively and affirmatively providing equal employment opportunity such as:

1. Communication media, including bulletin boards, employment handbooks, discussion or films to orient new employees, and in-house publications will emphasize this subject.
2. All management and any others in a position to implement this policy, including those engaged in recruiting, training and other personnel activities, will be fully advised of the policy and of their responsibilities with respect to it.
3. The Company will establish a system of communication and feedback controls within all management and department levels to assure application of the policy throughout the entire Company.

**Assignment of Responsibilities**

There will be appointed within the Company an equal employment policy officer with responsibility to implement the program. This official will coordinate the efforts of department heads and advise and assist top management. He shall regularly report to the President of the Company concerning the state of progress, with recommendations where appropriate.

## **Recruitment**

The Company will seek qualified minority group applicants for all job categories and will make particular efforts to increase minority group representation in occupation at the higher levels of skill and responsibility.

1. All schools, colleges, employment offices and other recruiting sources used by the Company will be advised in writing of this policy, and will be urged to refer qualified minority group applicants.
2. Recruiting programs at schools and colleges will include those attended by substantial numbers of minority group applicants.
3. Where appropriate, employment advertisements will be placed in newspapers which are widely read by, and devoted to the interests of, minority groups. In addition, the Company will request appropriate minority group agencies to assist in making known the Company's policy and will advise such groups of available employment opportunities. It will also encourage similar employment referrals from present employees.

## **Placement and Promotion**

1. The Company will review job categories where few minority group persons are presently employed, and seek to determine the cause for such situations. When necessary, remedial efforts may include such actions as the following:
  - a. More vigorous recruitment of qualified minority group candidates.
  - b. Special discussions with appropriate management, supervisory or other personnel, regarding the Company's policy and its desire to insure the utilization of qualified minority group personnel at all job levels.
  - c. Re-evaluate qualifications of the lower echelon of minority group employees to determine whether their skills and capabilities may be more fully utilized at higher job levels or would warrant their transfer to other types of jobs more readily leading to advancement.
2. Placement, promotion and transfer activities at all levels will be monitored to insure that full consideration, as required by the Company policy, has been given to qualified minority group employees.

## **Training**

1. In-plant and on-the-job training programs, as well as all other training and educational programs to which the Company gives support or sponsorship, will be regularly reviewed to insure that minority group candidates, as well as all other employees, are given equal opportunity to participate.



2. Appropriate steps will be taken to give active encouragement to minority group employees to increase their skills and job potential through participation in available training and educational programs.
3. The Company will insure that qualified minority group employees are included in supervisory training classes.
4. The Company will seek the inclusion of qualified minority group members in any apprenticeship program in which the Company participates.

#### **Layoffs, Terminations and Downgrading**

The Company will insure that layoffs, terminations, downgrading and recalls from layoffs are made without regard to religion, race, color, national origin, age, sex, height, weight, marital status, arrest record or disability.

#### **Union Support**

In carrying out its affirmative policy of providing equal employment opportunity, the Company will actively seek the support of all unions representing its employees.


#### **Other Matters Affecting Employee Benefits and Status**

The Company will insure that there is no disparity in the compensation received by minority group employees and other employees performing equivalent duties, and that opportunities for performing overtime work or otherwise earning increased compensation are afforded without discrimination to all employees.

1. It is the Company's policy that none of its facilities will be segregated, and the same policy will be observed with respect to any employee programs or activities which are sponsored or supported by the Company.

#### **Reporting**

The Company will periodically furnish statistical data and other information reflecting its progress under this Plan.

  
President & CEO

4/9/08



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/04/2022

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

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

<b>PRODUCER</b> Saginaw Bay Underwriters 1258 S. Washington P.O. Box 1928 Saginaw, MI 48605		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 989 752-8600 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>	<b>FAX (A/C. No.):</b>
<b>INSURED</b> Spence Brothers 203 S Washington STE 360 Saginaw, MI 48607		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A: National Union Fire Insurance Co.	
		INSURER B: Cincinnati Insurance Co.	
		INSURER C: Chubb/Pacific Insurance Group	
		INSURER D: New Hampshire Insurance Co.	
		INSURER E:	
		INSURER F:	

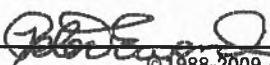
**COVERAGES**                                      **CERTIFICATE NUMBER:**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			GL3292195	09/01/2021	09/01/2022	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COMP/OP AGG	\$2,000,000
									\$
A	AUTOMOBILE LIABILITY			4544812	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS							\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$	
									\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EXS0392779	09/01/2021	09/01/2022	EACH OCCURRENCE	\$10,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$10,000,000	
	<input type="checkbox"/> DEDUCTIBLE							\$	
	<input checked="" type="checkbox"/> RETENTION \$ 0							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC025893643	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
C	Leased/Rented Equipment			06620573	09/01/2021	09/01/2022	\$850,000 Limit \$1,000 Deductible		

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

**CERTIFICATE HOLDER**                                      **CANCELLATION**

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## DRUG POLICY

### PURPOSE

Spence Brothers is committed to achieving and maintaining a safe and productive work place. Employees must be able to perform their jobs safely and productively, free from inappropriate use of illegal and unauthorized drug substances. Employees who are affected in their ability to perform their jobs jeopardize the integrity, safety and productivity of the work place.

### Policy Statement

Spence Brothers is committed to providing a drug free, healthful, safe, and secure work environment. Thus each employee is expected and required to report to work in an appropriate mental and physical condition to perform his/her assigned duties.

The use, sale or possession of mind altering or illegal drugs are prohibited on Spence Brothers' jobsites, property, vehicles or equipment and may be cause for immediate dismissal.

### Drug Testing

Drug testing will occur in the following situations:

- Pre-employment – 10-panel drug tests will be performed on all potential new hires who are being considered for employment. Any person(s) who test positive will not be eligible for hire but may re-apply after 90 days without discrimination. Individuals on a lay-off due to lack of work, for 6 or more months, will be subject to a 10-panel drug screen.
- For cause / post accident testing – any employee determined by the company to have caused an accident or injury, disregarded a safety rule or otherwise acted in an unsafe manner may be required to have a drug and/or alcohol test immediately. Any employee involved in an accident while operating a company vehicle, whether at fault or not, will be required to have a drug test performed.
- Reasonable suspicion – any employee may be required to submit to a drug test when the employer has reasonable suspicion to believe that the employee has violated the company's Drug Policy. Any employee who is observed coming to or returning to the job in an impaired condition shall be removed from the jobsite at once. This situation may be cause for termination.
- Random or unannounced testing will occur beginning June 1, 2009 and is applicable to all Spence Brothers employees. Individuals will be randomly selected based on their annual drug screen expiration date. Information on the dates, locations and names of those to be tested will be kept in the strictest confidence.

- Contractual stipulations may require additional drug testing to be required by contract, Spence Brothers' personnel are obligated to comply with requirements as defined.

The company will pay for the costs of such test(s). Consent forms authorizing the tests and giving permission to release the test results to Spence Brothers will be provided to employees prior to administration of any tests. Compliance of the drug testing is a condition of employment. An employee who refuses to sign a consent form or fails to complete a drug screen and/or report to the clinic will be subject to immediate termination.

### **Drug Testing Procedures**

The procedures by which Spence Brothers will implement the drug testing plan will ensure reliability, integrity and confidentiality. Testing for controlled substances will be by urinalysis and will be conducted to detect the presence of the following 10 substances:

- Marijuana (THC)
- Cocaine (COC)
- Opiates/Morphine (OPI/MOR)
- Amphetamines (AMP)
- Phencyclidine (PCP)
- Methamphetamine (mAMP)
- Benzodiazepine (BZO)
- Barbiturates (BAR)
- Methadone (MTD)
- Tricyclic Antidepressants (TCA)

Those individuals whose drug screen results do not show negative on an initial test will be sent immediately to a testing clinic for a follow-up 10-panel drug screen. The laboratory results will supersede the initial drug test results. Information related to testing will be treated as confidential and will only be reported to a specific company representative. It is recommended that an employee inform the drug screening administrator and/or superintendent of any prescription drugs they may currently be on.

Notification of selection of employee's test date will be handled as follows:

- 1) The supervisor or superintendent will confidentially notify the employee(s) to be tested, providing them with the necessary information and releases pertinent to the testing procedure.
- 2) Annual testing will occur within a 60 day window prior to an individual's drug screen expiration date.
- 3) The employee(s) are required to submit to screening at the designated test site in a timely manner.

### **Positive Test Results – Split Sampling**

Upon notification that an employee tested positive for a controlled substance, the employee will be given the option of requesting a test of the split sample within 72 hours. If the employee has requested a test of the split sample, the employee is suspended without pay until the results of the split sample test are obtained.

### **Rehabilitation**

Spence recognizes that drug addiction is a treatable illness and will make every effort to provide information on how and where an employee can get information or treatment. Acceptance of such treatment will not hinder employment at Spence unless job performance continues to deteriorate. Persons who complete treatment will be subject to drug screening at the employer's discretion. Any positive test results will be cause for immediate discharge.



Spence Brothers has not experienced debarment by any federal, state, or local governmental unit, nor have we experienced any findings of non-responsibility or non-compliance with respect to any public or private construction project performed by our firm.



# **SAFETY & HEALTH POLICY AND PROCEDURES MANUAL**

Revised 9/26/11





## Project Safety Manual

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March 19, 2021

2323 N. Larch St.  
Lansing, MI 48906  
517.371.1550

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[agcmichigan.org](http://agcmichigan.org)

To Whom It May Concern:

This is to confirm that Spence Brothers is an active member of AGC of Michigan, and they are currently signatory to the AGC of Michigan Collective Bargaining Agreements with the following local unions:

- Michigan Carpenters
- Detroit Carpenters
- Michigan Laborers
- Detroit Laborers
- Michigan Bricklayers
- Bricklayers Local 2 Cement Masons
- Operating Engineers

All of the Apprenticeship Programs with the above listed local unions are registered programs with the United States Department of Labor. As a signatory contractor, Spence Brothers participates in all of the above listed Apprenticeship Programs.

If you have questions, please feel free to contact our office.

Sincerely,

*Barbara Strachan, CIT*

Barbara Strachan  
Director, Workforce Development





**WASHTENAW  
CONTRACTORS  
ASSOCIATION**

DATE: March 18, 2021  
TO: City of Ann Arbor  
FROM: Washtenaw Contractors Association  
RE: Spence Brothers Participation in Registered Apprenticeship Program (RAP)

Please be advised that Spence Brothers is a member in good standing of the Washtenaw Contractors Association and is signatory to our labor agreements with several unions for work in Ann Arbor and Washtenaw County. Through their participation in these collective bargaining agreements, Spence Brothers supports, promotes, and participates in the Registered Apprenticeship Programs (RAPs) operated through these labor unions and our agreements.

Laborers Local #499  
Michigan Laborers' Training and Apprenticeship Institute (MLTAI)  
<https://mltai.org/apprenticeship/>

Michigan Regional Council of Carpenters & Millwrights (MRCC)  
Michigan Statewide Carpenters & Millwrights Apprenticeship  
<http://www.realapprenticeship.com/>

Bricklayers and Allied Craftworkers Local #2  
Michigan BAC Apprenticeship Program  
<https://www.michiganbricklayers.org/>

Should you need further information to support Spence Brothers participation in these RAPs, please contact me at 734-662-2570 or [kwatts@wcaonline.org](mailto:kwatts@wcaonline.org).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kimberly S. Watts', is written over a faint, larger version of the same signature.

Kimberly S. Watts  
Executive Director



734-662-2570



3135 S. State Street  
Suite 350-H  
Ann Arbor MI 48108



wcaonline.org

CHUBB

100 South 5<sup>th</sup> Street, Suite 1700, Minneapolis, MN 55402

Phone: (612) 373-7300 Facsimile: (612) 373-7436

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**Federal Insurance Company**

January 17, 2022

**RE: Spence Brothers, Inc.  
Federal Insurance Company – Surety Program**

To Whom It May Concern:

Please accept this letter as confirmation of our excellent ongoing relationship with Spence Brothers, Inc. Federal Insurance Company has been engaged in your surety program since 1986. During that time, we have underwritten bonds for single projects in excess of \$100,000,000 within an aggregate program comprised of at-risk and construction manager / agency contracts of up to \$400,000,000.

Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of Spence Brothers, Inc.

We are pleased to share with you our favorable experience and high regard for your organization. This letter is not an assumption of liability and is issued only for pre-qualification purposes.

Chubb, through its subsidiaries and affiliates, has been providing surety bonds in the United States for over 100 years. Chubb has an A.M. Best rating of A++ (Superior) and a Financial Size Category of XV. Our surety underwriting companies, including Federal Insurance Company, ACE American Insurance Company, Vigilant Insurance Company, Pacific Indemnity Company, and Westchester Fire Insurance Company, have a combined U.S. Treasury Department Listing in excess of \$1.2 billion as of July 1, 2020.

Sincerely,



Julie Decker  
Attorney-in-Fact

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Julie Decker, Kimberly S. Demand, Peter N. Ewend CIC, Megan A. Klein, Peggy A. Maschke and Shelly L. Piechotte of Saginaw, Michigan \_\_\_\_\_

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 31<sup>st</sup> day of March, 2020.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 31<sup>st</sup> day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318655  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006, and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **January 17, 2022**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com





Ann Arbor | Saginaw | Traverse City

[www.spencebrothers.com](http://www.spencebrothers.com)

2929 Plymouth Road, Suite 275  
Ann Arbor, MI 48105  
ph: 734.213.6033  
fx: 734.213.6023

203 South Washington  
Suite 360  
Saginaw, MI 48607  
ph: 989.752.0400  
fx: 989.752.8769

800 Hastings Street, Suite A  
Traverse City, MI 49686  
ph: 231.947.7824  
fx: 231.995.0114





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

A Special Annual Meeting of the Board of Directors of Spence Brothers was held pursuant to verbal notice at the General Offices of Spence Brothers, 203 S. Washington Ave., Suite 360, Saginaw, Michigan, on the 4<sup>th</sup> day of February, 2021.

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

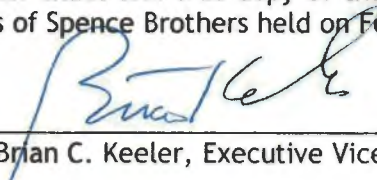
On Motion duly made, seconded and unanimously adopted, a resolution was passed conferring upon Bruce K. Smith, of Spence Brothers, the authority to sign construction proposals and to execute contracts on behalf of the Corporation until February 28, 2022, said proposals and contracts, when signed by Bruce K. Smith, to be entirely binding upon the Corporation.

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

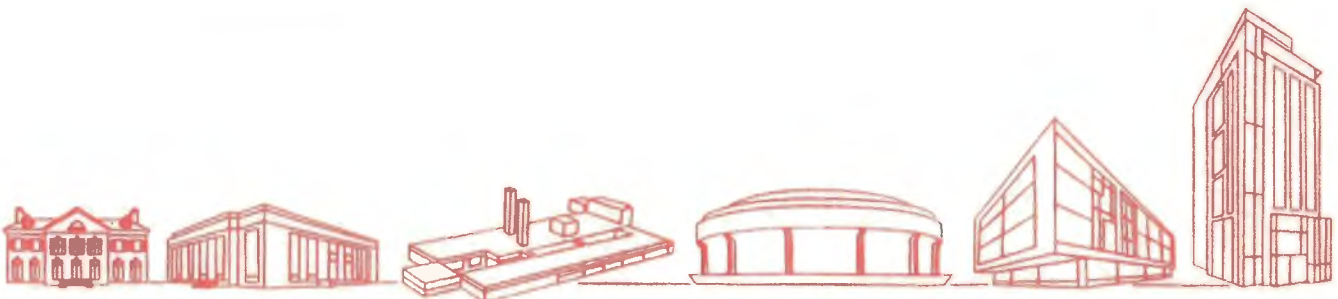
Dated: February 4, 2021

  
\_\_\_\_\_  
Brian C. Keeler, Executive Vice President & Secretary

Brian C. Keeler, hereby certifies that he is Executive Vice President & Secretary of Spence Brothers and that the above is an exact and true copy of the Minutes of the Special Annual Meeting of the Board of Directors of Spence Brothers held on February 4, 2021.

  
\_\_\_\_\_  
Brian C. Keeler, Executive Vice President & Secretary

(Corporate Seal)





**CHUBB®**

Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

**Federal Insurance Company**

## **AIA Document A310™ - 2010 Bid Bond**

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

### **CONTRACTOR**

*(Name, legal status and address):*

Spence Brothers  
203 S. Washington Ave., Suite 360  
Saginaw, MI 48607

### **OWNER**

*(Name, legal status and address):*

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

### **BOND AMOUNT**

Five (5%) percent of the accompanying bid

### **PROJECT**

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

Ann Arbor WWTP Headworks Improvement

### **SURETY**

*(Name, legal status and principal place of business):*

**Federal Insurance Company**  
**202B Halls Mill Rd., PO Box 1650**  
**Whitehouse Station, NJ 08889-1650**

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

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

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

Signed and sealed this 26th

day of January, 2022



(Witness)

SPENCE BROTHERS

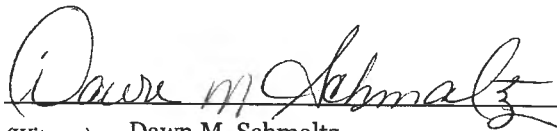


(Principal)

Vice President

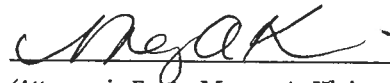
(Title)

(Corporate Seal)



(Witness) Dawn M. Schmaltz

Federal Insurance Company



(Attorney-in-Fact) Megan A. Klein

(Corporate Seal)

# CHUBB® Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Julie Decker, Kimberly S. Demand, Peter N. Ewend CIC, Megan A. Klein, Peggy A. Maschke and Shelly L. Piechotte of Saginaw, Michigan

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 31<sup>st</sup> day of March, 2020.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 31<sup>st</sup> day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this January 26, 2022



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com