

REQUEST FOR PROPOSAL

RFP # 18-11

Pump Maintenance and Repair Services

City of Ann Arbor
Water Treatment Services Unit



Due Date: February 27, 2018 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is hereby soliciting sealed proposals for selecting a qualified Contractor to provide preventative, routine, corrective, and emergency maintenance services to the pumps for the City of Ann Arbor Water Treatment Services Unit (WTSU) on an as-needed basis. The Contractor must be able to respond to emergency repairs within 24 hours and within 48 hours for non-emergency repairs. The work includes, but is not limited to, all labor and equipment to repair, replace, adjust, and maintain pumps and related mechanical systems; inspection; testing; and emergency response.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

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

All questions shall be submitted on or before February 16, 2018 at 10:00 a.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Mike Switzenberg, Water Treatment Services Unit Maintenance Supervisor, mswitzenberg@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

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

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

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: February 15, 2018 at 1:00 p.m.

WHERE: City of Ann Arbor Water Treatment Plant, 919 Sunset Rd, Ann Arbor,
Michigan 48103

Attendance at the meeting is highly recommended. The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning RFP 18-11. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the Service Provider. An official authorized to bind the Service Provider to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top Service Providers, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected Service Provider to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of March 12, 2018**. Service Provider must be available on these dates.

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

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, February 27, 2018 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- one (1) original proposal
- three (3) additional proposal copies
- one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- two (2) copies of the fee proposal

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: **“RFP No.18-11 – Pump Maintenance and Repair Services”** and list the Service Provider’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

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

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Service Provider for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Service Providers are responsible for submission of their proposal. Additional time will not be granted to a single Service Provider. However, additional time may be granted to all Service Providers at the discretion of the City.

A proposal will be disqualified if:

1. The fee proposal is not contained within a separate sealed envelope.
2. The forms provided as Attachment B - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment C - City of Ann Arbor Living Wage Declaration of Compliance, Attachment D - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.

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

Please do not provide these forms outlined directly above within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

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

H. TYPE OF CONTRACT

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

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

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this

contract. The successful Service Provider must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

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

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The Service Provider must clearly state the reasons for the protest. If a Service Provider contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Service Provider to the Purchasing Manager. The Purchasing Manager will provide the Service Provider with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	February 16, 2018 at 10:00 a.m.
Addenda Published (if needed)	Week of February 19
Proposal Due Date	February 27, 2018 at 2:00 p.m.
Tentative Interviews (if needed)	Week of March 12, 2018
Selection/Negotiations	TBD
Expected City Council Authorizations	TBD

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all Service Providers.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more Service Providers to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II - SCOPE OF SERVICES

1. Background

The City of Ann Arbor (City) water system supplies water to approximately 125,000 people and is comprised of a water supply, treatment and distribution infrastructure. The water supply system consists of a raw water pumping station and a remote ground water well field. The distribution system consists of five pressure districts. Water pressure is maintained by high service pumps at the Water Treatment Plant, four remote pumping stations, two elevated storage tanks, three underground storage tanks, and one ground storage tank, all located throughout the distribution system. The pumps are crucial for the delivery of water to customers, therefore proper and timely maintenance and repair is essential to the City.

2. Objective

The City of Ann Arbor, Michigan, is seeking proposals from contractors experienced and certified to provide preventative maintenance, repair, and replacement services for all pumps within the City's Water Treatment Services Unit (WTSU).

The services desired include, but are not limited to, the furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for the successful redevelopment, rehabilitation, and repair of horizontal centrifugal, vertical turbine and progressive cavity pumps; and includes scheduled rehabilitation and maintenance as well as emergency repair services. The Service Provider shall be capable of working on pump sizes ranging from 100 gpm to 17MGD and from the following manufacturers: Worthington, Delaval, Flygt, Crane, Goulds, Paco, Fairbank, Wemco, Nagle, Moyno, Gorman Rupp, and others. While this list is not exhaustive, it represents the most common sizes, types, and manufacturers included in the City's asset inventory.

The City intends to award one service contract at a value not – to – exceed value of \$75,000/year. Contractors will supply a proposal based on an estimated (1) one-year agreement, from the notice to proceed as issued by the City to June 30th, 2019. This contract will be task-based based on the scope and fees identified in the proposal. There will be no minimum value of services committed by the City for each awarded service contract. The City may elect to renew the selected proposal for two additional years not to exceed three (3) years total. For any renewal period authorized by the City, additional funds may be added as required for anticipated services for each additional year. If a mutual agreement of the parties is not reached within a reasonable period as determined by the City, the contract will not be renewed.

3. Requirements

The general work and requirements for this Contract include, but not limited to, the following:

- A. Comprehensive pump repair and rehabilitation at the City's water treatment plant and remote pump stations as needed. Work will include, but is not limited to, the following:
1. Mobilize equipment and materials and prepare job site
 2. Remove existing pump and related equipment, and transport and store at the Contractor's shop
 3. Pump repair and reassembly, or full replacement, as needed
 4. Reinstall the existing pump assembly and reconnect motor
 5. Restore the pump station site to its pre-rehabilitation condition and reassemble the surface plumbing if applicable
 6. Furnish parts record, labor and repair specifications as requested by the City.
- B. Contractor shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the maintenance, and repair of City pumps. The Contractor is responsible for all debris and related disposal.
- C. The Contractor shall provide with each crew and personnel ALL of the hand tools, power tools, truck and equipment necessary for the performance of the work.
- D. Contractor shall provide service to load and pick-up pumps for repairs within three (3) business days of being contacted by the City, return, and unload repaired pumps to the City within three (3) business days after completion of repairs. Pickups and returns may be at the City Water Treatment Plant or pump station locations as identified by the City
- E. Estimates of individual project work requests shall be provided in writing to the City via email, fax, or mail with adequate plans and specifications or written directions. The estimate should include all labor, equipment, parts and/or materials required to perform the work specified under this contract. This, or any work under this contract, shall only be performed with the City's consent. Upon authorization, actual work shall not exceed the Contractor's estimate by 10% without the City's written approval.
- F. All work shall be quality work, performed according to the standards of the industry and to the complete satisfaction of the City. All parts used for repair and in reassembly of equipment (example: pumps) shall be the manufacturer's authorized parts or specifically approved by the City prior to installation
- G. If so provided, all work shall be performed in accordance with the plans, drawings or instructions provided by the City for each project or work assignment. Any discrepancies or previously unknown field conditions shall be brought to the

- attention of the City and resolved before continuing the work.
- H. The Contractor shall work effectively with the City's Water Treatment Services staff with respect to any of the pump maintenance and repair services required by the City.
 - I. The Contractor shall function in a support role to the Water Treatment Services Unit in accordance with City standards and procedures.
 - J. Under unique circumstances, the City may request emergency services. In the event of such request, the contractor shall mobilize within 24 hours or less to perform the required task.
 - K. Contractor shall be available to perform designated services within 14 days of notification from the City of the need for pump services.

Service Provider's Proposal

In keeping with the objective, the description, the requirements, and the Service Provider's tasks as previously indicated in this Request for Proposal, the Service Providers submitting proposals shall outline in detail the manner in which the Service Provider shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Compatibility with city's standards, goals, and objectives.
- D. Working relationship between Service Provider and City staff.
- E. Information which will assist the City to determine the Service Provider's capability of performing the work.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Service Providers should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

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

A. Professional Qualifications – 50 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Include a description of the pump types and manufacturers that the firm has experience working on as well as the complete product line that the firm represents. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 20 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references indicating the pump types, sizes, and manufacturers and annual service fees

associated with each client must be provided for drinking water treatment projects completed within the last 5 years. This list shall also include the client name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 10 points

Provide a detailed and comprehensive description of how the Service Provider intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the City, communication and coordination, the ability to meet the City's identified response times included in the RFP, and the working relationship between the Service Provider and City staff, and the company's general philosophy in regards to providing the requested services.

Service Providers shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Fee proposal should also include equipment rates, if applicable, and material mar-up costs. Travel time to and from the job site will not be a reimbursable expense. Rates should reflect this condition.

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all

the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the Service Providers.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the Service Provider, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the Service Providers based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

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

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

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

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that he or she is the person in the Service Provider's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

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

Each Service Provider must acknowledge in its proposal all addenda it has received. The failure of a Service Provider to receive or acknowledge receipt of any addenda shall not relieve the Service Provider of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

**ATTACHMENT A
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of Michigan, for whom Marcus Hemeyer bearing the office title of President, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*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 with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

 Date: 2-21-18
Signature

(Print) Name Marcus Hemeyer Title President

Firm: Kennedy Industries, Inc

Address: 4925 Holtz Dr, Wixom, MI 48393

Contact Phone 248-684-1200 Fax 248-684-6011

Email mjh@kennedyind.com

**ATTACHMENT B
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.

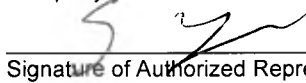
In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (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.

Kennedy Industries
Company Name

 2/13/18
Signature of Authorized Representative Date

Craig Czajkowski, Assistant Controller
Print Name and Title

4925 Holtz Dr, Wixom, MI 48393
Address, City, State, Zip

248-684-1200/ cczjakowski@kennedyind.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

Revised 3/31/15 Rev. 0

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**ATTACHMENT C
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 \$13.13/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 \$14.65/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 (Section 1:815(3)).

Check the applicable box below which applies to your workforce

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

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

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

Kennedy Industries

Company Name

4925 Holtz Dr

Street Address



Signature of Authorized Representative

Date

Wixom, MI 48393

City, State, Zip

Craig Czajkowski, Asst. Controller

Print Name and Title

248-684-1200/ cczajkowski@kennedyind.com

Phone/Email address



ATTACHMENT D

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Kennedy Industries	248-684-1200	
Vendor Name	Vendor Phone Number	
	2/21/18	Craig Czajkowski
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

ATTACHMENT E
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

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

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

ENFORCEMENT

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

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

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

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

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

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and _____

("Contractor") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____
Project name

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide _____
type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the

contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim

were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or

liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CITY, it shall be addressed and sent to:

(insert name of Administering Service Area Administrator)

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor
By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

(Insert/Attach Scope of Work & Deliverables Schedule)

PROPOSED WORK PLAN

1. The City's assigned representative shall contact Kennedy Industries' Field Service department or Repair department via telephone to request service or repair services.
2. The assigned Inside Salesperson for that department will start a job per the request and will coordinate either a field service onsite visit with the contact, or pump pick-up for repair services to be completed within 3 business days of receiving the request.
3. A detailed estimate for the requested work will be provided to the customer within two business days via email. For pump repair quotes, the customer will also be provided with a detailed As Found report which will include photos and a complete description of the work proposed.
4. Once work is complete, the customer will be provided with a detailed report describing the findings within 3 business days via US mail.
5. If emergency services are required, the customer will contact the Repair or Field Service department and Kennedy Industries will mobilize within 24 hours. Kennedy Industries employs an answering service to receive all calls on weekends or outside of normal business hours. The customer will leave a message with this service indicating the urgency and will be contacted immediately by our staff on-call.
6. The Repair shop team will work extended hours on weekends if needed to complete an emergency repair.

EXHIBIT C INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

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

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2018

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

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

PRODUCER VTC Insurance Group 1175 West Long Lake Road Suite 200 Troy, MI 48098 INSURED Kennedy Industries, Inc. PO Box 930079 Wixom, MI 48393	1-248-828-3377	CONTACT NAME: Shelli Roehl PHONE (A/C, No, Ext): 248-828-3377 E-MAIL: sroehl@vtcins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AMERISURE INS CO INSURER B: AMERISURE PARTNERS INS CO INSURER C: AMERISURE MUT INS CO INSURER D: TRAVELERS PROP CAS CO OF AMER INSURER E: INSURER F:	FAX (A/C, No): 248-828-3741 NAIC # 19488 11050 23396 25674
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COVERAGES CERTIFICATE NUMBER: 52060228 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X,C,U Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		CPP2090622	12/31/17	12/31/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS		CA2090623	12/31/17	12/31/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CU2090626	12/31/17	12/31/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC2090624	12/31/17	12/31/18	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment		QT6608A099777	12/31/17	12/31/18	Limit 235,000

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

Where required by written contract, the following is addt'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and addt'l ins with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the following as required by written contract and where allowed by law.

City of Ann Arbor

CERTIFICATE HOLDER	CANCELLATION
City of Ann Arbor 100 Fifth Ave Ann Arbor, MI 48104 USA	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

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KENNEDY
INDUSTRIES

INNOVATE
SOLVE
MONITOR
REPAIR

PROPOSAL FOR:

**RFP #18-11 – Pump Maintenance and
Repair Services**

BY: KENNEDY INDUSTRIES, INC
4925 Holtz Drive, Wixom, MI 48393

DATE: February 19, 2018

A. PROFESSIONAL QUALIFICATIONS

Kennedy Industries, Inc.

4925 Holtz Drive, Wixom, MI 48393

A Corporation licensed in the State of Michigan

Mission Statement

Kennedy Industries business philosophy is the same today as it was when the company was founded in 1959 – **Provide the customer with the very best.**

What does that mean today some 50 plus years later?

It means all Kennedy Industries team members fully understand that without the customer there is no Kennedy Industries.

It means going the extra mile to make a good customer experience a great one with plus 1 service.

It means responding to a customer in need at 2:00 in the morning Christmas Eve.

It means effort, purpose, pride and appreciation of the fact that the customer chose to call Kennedy Industries.

Our team commitment to the customer is the reason day after day, year after year, decade after decade customers continue to bless us with their business. It is often challenging but the reward for a job well done is a customer calling again.

Kennedy Industries top priority always will be to provide the best products and services while never forgetting to be thankful and appreciative to the most important person – **THE CUSTOMER.**

Many thanks to all our valued customers,

Jeff Nachtweih

Jeff Nachtweih
CEO / Owner

Mark Hemeyer

Mark Hemeyer
President / Owner

Company History

Calvin B. Kennedy founded our company in May of 1959 when he left his position as repair and service supervisor at a pump company. With \$102.00 he started Kennedy Pump Repair Company in the back of a pickup truck. His dedication and honesty soon established Kennedy as a successful pump repair facility servicing Southeast Michigan.

In 1968, Cal added a distributor type sales department to compliment the steady growth of the repair facility. Allis-Chalmers, ITT-AC Pump, was the first major principal and continues to be one of Kennedy Industries core principals to this day.

In May of 1988, Kennedy Industries moved into their new 8,000 square foot shop and office facility in Milford, Michigan. Continued growth in the pump repair and new product sales led to a new and exciting chapter in Kennedy Industries history.

ConValco, a company specializing in the sale of engineered valves was acquired and successfully integrated in 1990. Exclusive sales agreements were made with numerous valve manufacturers including DeZurik, Singer Valve, Bray and APCO among others. Our continued growth necessitated a building expansion of 10,000 square feet in 1994. Another 12,000 square feet was added in 1999 and a new 40,000 square foot office/warehouse facility was added in Lyon Township in 2011, for a total of 70,000 square feet between the two buildings.

In June of 2014, Kennedy Industries broke ground to begin building a brand-new facility in Wixom. The new facility features 20,000 square feet of office, engineering, IT, controls and a training center. It also boasts 80,000 square feet of engineered pump repair, submersible pump repair, field service, weld shop, blast room, painting center, shipping and receiving, inventory warehouse, and a pump testing pit. The shop also contains nine 15-ton cranes and two loading docks, making it possible to handle any size equipment.

On May 20th, 2015, all Kennedy Industries employees moved from the Milford and New Hudson locations into the new state of the art facility in Wixom. The move was a massive undertaking that with the hard work of the entire Kennedy team, went seamlessly with minimal interruption. Today over seventy people and counting work at the Wixom facility.

World class principals were also part of our focus to add new products and our continuous efforts to upgrade our overall product offering resulted in the addition of Link-Seal, Xylem - Flygt and Patterson Pump Company along with a full offering of station and plant controls, telemetry and SCADA. The addition of ABB variable frequency drives and Baldor motors in 2015 strengthens our customer offering, allowing Kennedy Industries to be a "one stop" company.

The last two decades have been a period of dramatic change for Kennedy Industries. As our company has grown we have procured new facilities in addition to expanding our existing, culminating with the new Wixom facility. We are fully equipped to provide the highest quality, most competitive repair services and products throughout the Midwest. Kennedy Industries administration, IT and financial systems were completely upgraded in 2015. This substantial investment was made to enhance product and customer service offerings to new customers and new markets.

Kennedy's history will never be forgotten as the same strong values and principals apply today. We will continue the same honesty & integrity that has made us successful for over 50 years servicing our customers.

1959 – Kennedy Industries was founded by Calvin Kennedy

1968 – Cal brought in Bud Green as a partner managing the distributor type sales department.

1969 – Kennedy Industries opened in Wixom, Michigan

1976 – Ed Eberle is brought into ownership and manages the sales department

1986 – Darrell Underwood is brought into ownership as Cal Kennedy retires from the company

1988 – Kennedy Industries moves to new facility in Milford totaling 10,000 square feet

1990 – Kennedy Industries acquires ConValco, a company specializing in the sales of engineered valves

1991 – Expansion of Milford facility to total 20,000 square feet

1995 – Jeff Nachtweih, Steve Sadler and Dave Lake assume ownership for the retiring Ed Eberle

1997 – Kennedy Industries acquires the Flygt pump line

1999 – Expansion of Milford facility to total 30,000 square feet

2005 – Kennedy Industries growth requires move of industrial personnel, inventory, shipping and receiving to 15,000 square feet facility in New Hudson, MI

2008 – Dave Lake retires from Kennedy Industries. Jeff Nachtweih and Steve Sadler remain in ownership

2010 – Mark Hemeyer is brought into ownership as Steve Sadler retires from Kennedy Industries

2010 – Kennedy Industries adds Controls Department

2011 – Kennedy Industries growth requires move of industrial, municipal, controls, field service, submersible pump repair personnel, inventory and shipping and receiving to 40,000 square feet facility in New Hudson, MI

2014 – Kennedy Industries breaks ground on new 100,000 square foot facility in Wixom

2015 – Kennedy Industries moves into new facility in Wixom, Michigan.

KEY STAFF ASSIGNED TO THE PROJECT

Jim Hunt, Field Service Manager



As the Field Service Manager, Jim is responsible for making sure the department is responding to all service calls in a timely fashion and that all the Technicians have the proper training to complete each job accurately and safely. He will be working onsite and also from his office at our Wixom, MI location.(resume attached below)

PHONE: (248) 529-2950

Brandon Jeannette, Field Service Inside Customer Service



Brandon performs the coordination of field service jobs and projects in conjunction with the other Field Service Inside Sales staff. He performs Job planning, parts/delivery, project documentation, scheduling and customer service, and ensures project deadlines are kept on schedule and all parties of the project are on the same page. He will be working on this project from our Wixom, MI location.

PHONE: (248) 529-2968

Glenn Smith, Field Service Technician



Glenn is our most senior Field Service technician and has a well-rounded knowledge of most pumping systems. He is thoughtful and precise when working on his assignments. He will be one of the technicians working on this project onsite and from our Wixom, MI location. (resume attached below)

CELL: (248) 504-7899

Mike Horn, Repair Center Manager



In the repair shop Mike oversees the largest department at Kennedy Industries. Working as a team, the repair department can tackle virtually any size, shape or model of pump, and will return it to the customer looking as good as new. It's Mike's attention to detail that sets Kennedy above all others. He will be working on this project from our Wixom, MI location. (resume attached below)

PHONE: (248) 529-2941

B. PAST INVOLVEMENT WITH SIMILAR PROJECTS

Summary of Work Experience

The following list shows project information for our previous Field Service and Repair projects.

CLIENT: City of Ann Arbor WTP
919 SUNSET
ANN ARBOR, MI 48103
CHRIS ELEBAAS – (734) 794-6350

PROJECT: South Industrial WTP, Delaval Water Booster pumps, 150hp, 2015
PROJECT: WTP, Flygt 7050 Drinking Water pump, 44hp, 2018
PROJECT: WTP, Worthington Transfer Pump, 75hp, 2012

CLIENT: City of Durand WTP
215 W. Clinton St
Durand, MI 48429
Rowland Ferwerda- (989) 288-2158

PROJECT: WTP, Allis Chalmers 8100 High Service Water Pump, 100hp, 2015

CLIENT: Bay Area WTP
2701 N. EUCLID AVENUE
BAY CITY, MI 48706
CARL OVERLY- (989) 439-7245

PROJECT: Griswold Clarifier Pumps, 15hp, 2015
PROJECT: EQ Basin, Flygt Pumps and VFD's, 7.5hp, 2015
PROJECT: WTP, Waterman Gate Valves, 24x24, 2016

CLIENT: Detroit Water & Sewer Authority- Great Lakes Water Authority
735 RANDOLF
DETROIT, MI 48226
TOM HALL- (313) 999-1455

PROJECT: Oakwood CSO, Flygt Column Pumps, 123.500gpm, 2017
PROJECT: Southwest WTP, Goulds Horizontal Split Case Pumps, 60hp, 2012

CLIENT: Marysville WTP
1535 RIVER ROAD
MARYSVILLE, MI 48040
BARI WRUEBEL – (810) 364-6110

PROJECT: High Service Station, Patterson Split Case Pumps, 100hp, 2013
PROJECT: WTP, (14) Dezurik Valves, 2" – 18", 2016

The following Tech Paper demonstrate our knowledge/familiarity with service and repair and our above-average problem-solving skills in a similar setting.



Kennedy
INDUSTRIES

PUMPS | VALVES | REPAIRS | CONTROLS

TECHNICAL PAPER
JANUARY 2012

Kennedy Provides Water Treatment Plant Improved Efficiency



EXISTING PUMP HAD A MAZE OF LINES AND SHAFTING

PROBLEM: Subject Water Treatment Plant suffered from a repair estimate over \$40,000.00 due to badly worn impeller and pump casing on their vertical split case pump. In addition to the raw repair expenses, this pump also cost the WTP personnel time and money due to extraordinarily high maintenance, such as greasing shaft bearings, adjusting packing, maintaining the flush system, and adding oil to a tank with chronic leaks. The customer was interested in a more efficient system and, in July of 2011, sought the assistance of Kennedy Industries in solving their problem.



THE NEW FLYGT DRY PIT SUBMERSIBLE PUMP AND J&S GATE VALVE INSTALLED WITH NO PIPING MAZE AND NO SHAFTING

ENTIRE ASSEMBLY MODEL FOR COMPONENT

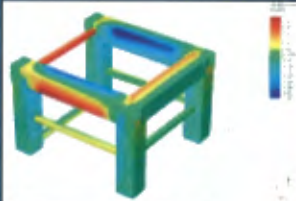


Key Product Features:

- No seal leak mess to clean up
- "Plug and Play" No drive shaft or packing
- Improved safety for operators
- Zero maintenance hours due to grease or oil changes

SOLUTION: Kennedy Industries worked with the customer to evaluate the application and proposed a new Flygt Dry Pit Submersible Pump and a J&S Gate Valve for suction isolation. Kennedy used precision laser measurements of the existing pump and piping to produce a solid model assembly design, to ensure proper fitting and alignment of the new components. Kennedy also designed and manufactured a custom pump base for the Flygt Dry Pit submersible to be easily retrofitted into their existing space. The design and installation guidance provided by Kennedy allowed the customer to do the installation in house. The Water Treatment Plant was thrilled to have a custom system that runs more efficiently as well as saves them time and money.

PUMP BASE ANALYSIS (BASE DESIGNED AND MANUFACTURED BY KENNEDY INDUSTRIES)



C. PROPOSED WORK PLAN

1. The City's assigned representative shall contact Kennedy Industries' Field Service department or Repair department via telephone to request service or repair services.
2. The assigned Inside Salesperson for that department will start a job per the request and will coordinate either a field service onsite visit with the contact, or pump pick-up for repair services to be completed within 3 business days of receiving the request.
3. A detailed estimate for the requested work will be provided to the customer within two business days via email. For pump repair quotes, the customer will also be provided with a detailed As Found report which will include photos and a complete description of the work proposed.
4. Once work is complete, the customer will be provided with a detailed report describing the findings within 3 business days via US mail.
5. If emergency services are required, the customer will contact the Repair or Field Service department and Kennedy Industries will mobilize within 24 hours. Kennedy Industries employs an answering service to receive all calls on weekends or outside of normal business hours. The customer will leave a message with this service indicating the urgency and will be contacted immediately by our staff on-call.
6. The Repair shop team will work extended hours on weekends if needed to complete an emergency repair.

D. FEE PROPOSAL

The Fee Proposal has been submitted separately in the attached envelope marked ***RFP #18-11 Pump Maintenance and Repair Services, Kennedy Industries Fee Proposal***

E. AUTHORIZED NEGOTIATOR

Mark Hemeyer – President
Phone: 248-240-0701
Email: mjh@kennedyind.com

F. ATTACHMENTS

Attachment A - Legal Status of Respondent
Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form
Attachment C – Living Wage Declaration of Compliance Form
Attachment D – Vendor Conflict of Interest Disclosure Form
Attachment E – Non-Discrimination Ordinance Poster
Attachment F – Living Wage Ordinance Poster
Kennedy Personnel Resumes
Kennedy Industries Brochure



Jim Hunt

Field Service Manager



Jim Hunt has been employed with Kennedy Industries since 1990. Prior to joining Kennedy Industries, Jim was a part of the U. S. Navy as a nuclear component welder for 6 years. He was responsible for maintenance /replacement of valve and piping associated with nuclear reactors. He then came to Kennedy Industries as a welder and pump mechanic, and was promoted to repair department supervisor, supervising for 15 years. Jim now works as Kennedy Industries Field Service Manager, overseeing and training a crew of 8 technicians.

Jim has performed multiple startups and field repairs, including but not limited to:

- ❖ Detroit Edison
 - Repair and startup of Boiler Feed Pumps.
 - Repair and startup of Cooling Water Circulation Pumps (50,000 – 150,000 gpm).
- ❖ Detroit Metro Airport
 - Provided startup on Cascade Storm Water Pumps.
- ❖ Wayne County Milk River
 - Removed, repaired, reinstalled and provided startup on Fairbanks Morse 72" Vertical Pumps (135,000 – 185,000 gpm).
- ❖ MDOT: I-696, Lodge, I-94
 - Removed, repaired, reinstalled and provided startup on various Storm Water Pumps.

Jim's knowledge and practical work experience allows him to handle nearly all situations related to pumps.



Glenn Smith

Field Service Technician



Glenn Smith has been employed with Kennedy Industries since 2007 as a field service technician responsible for startup, troubleshooting and field repair of pumps, control panels and valves.

Glenn has performed multiple startups and field repairs, including but not limited to:

- ❖ City of Detroit WWTP
 - Startup Cascade vertical pumps and motors
 - Startup Flygt sump pumps and panels
- ❖ Arbor Hills Landfill
 - Remove, reinstall, and startup Goulds End Suction Pump
- ❖ Auburn Hills, Lake Angelus Pump Station
 - Remove existing ABS submersible pump
 - Install Replacement Flygt pump and wire Mini-Cas relay into control panel
- ❖ City of Gibraltar, Main Pump Station
 - Perform preventative maintenance on (4) 25+ HP Submersible Pumps and control panel

Certifications

- | | |
|--|--|
| <ul style="list-style-type: none">▪ EIM▪ Crane Operation▪ Confined Space▪ T & L Contractor Safety▪ Altivar Drive Maintenance & Troubleshooting▪ OSHA Training | <ul style="list-style-type: none">▪ Electrical Diagrams, Schematics & Drawings▪ Industrial Truck Driving▪ Schneider Electric VFD Communications▪ Singer Automatic Control Valve Operations▪ Cummins/Bridgeway Generators▪ Pump Efficiency and VFD Systems |
|--|--|

Glenn's knowledge and practical work experience allows him to handle nearly all situations related to pumps, valves, generator inspections and controls.



Mike Horn

Repair Center Manager



Mike Horn has been employed with Kennedy Industries for 22 years. All his training has been received on-the-job. He has learned a vast number of valuable skills through various positions he has held within the company over the last 22 years. He has been a maintenance worker, truck driver, pump mechanic, field service technician, as well as working in CAD design, machine shop supervisor, and shop supervisor. Mike now manages Kennedy Industries' repair center that is capable of working on pumps of up to 7,000 HP. He oversees five supervisors and a total of 34 employees in the repair center. His daily responsibilities include repair quotes, pump reports, trucking logistics, building operations, and production scheduling.

Mike has been directly involved in the repairs of many large pumps, including but not limited to:

- ❖ Detroit Edison
 - o Repair, install, and startup of Boiler Feed Pumps.
 - o Repair, install, and startup of Cooling Water Circulation Pumps (50,000 – 150,000 gpm).
- ❖ Wayne County Milk River
 - o Supervised repair on Fairbanks Morse 72" Vertical Pumps (135,000 – 185,000 gpm).
- ❖ MDOT: I-696, Lodge, I-94
 - o Supervised repair on various Storm Water Pumps.
- ❖ Palisades Power Cooling Tower Rebuild
 - o Repaired pumps and de-rated from 210,000gpm to 195,000gpm.

Mike's extensive experience in the pump industry has fully prepared him to supervise any pump repair and ensure the highest possible standard of excellence.



Julian Ursing

Lead Mechanic



Julian Ursing has been employed with Kennedy Industries since 2001. As lead mechanic, Julian is responsible for overseeing all pump mechanics during the disassembly and assembly process. Julian is also responsible for communication between the shop and the office, ensuring all parts are ordered correctly and all steps of the process flow smoothly. He has worked and learned under Kennedy Industries' CEO, Jeff Nachtweih, and the repair center manager, Mike Horn, gaining extensive knowledge and valuable hands on experience during his 16 years at Kennedy Industries.

Julian has participated in many large pump repairs, including but not limited to:

- ❖ Detroit Edison o Disassembly, inspection, and assembly of Boiler Feed Pumps - Disassembly, inspection, and assembly of Cooling Water Circulation Pumps (50,000 – 150,000 gpm).
- ❖ Wayne County Milk River - Disassembly, inspection, and assembly of Fairbanks Morse 72" Vertical Pumps (135,000 – 185,000 gpm).
- ❖ MDOT: I-696, Lodge, I-94 - Disassembly, inspection, and assembly of various Storm Water Pumps.
- ❖ Palisades Power Cooling Tower Rebuild - Disassembly, inspection, assembly of pumps and de-rated from 210,000gpm to 195,000gpm.

Julian's hands on experience and extensive knowledge makes him an invaluable resource during the pump repairs at Kennedy Industries.

