

DUCTZ of SEMI

# Bid Copy

# #1

# ITB No. 4671- City Hall Duct Cleaning Project



COMMERCIAL



RESIDENTIAL

CITY OF ANN ARBOR  
INVITATION TO BID



City Hall Duct Cleaning Project

ITB No. 4671

Due Date: May 4, 2021 by 10:00 am (Local Time)

Fleet & Facilities Service Unit, City Administrator Area

Issued By:

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

## INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered   1  , the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

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

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

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

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

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

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

SIGNED THIS 26 DAY OF APRIL, 2021.

DUNCAN HOGG

Bidder's Name

36955 AMRHEIN

LIVONIA, MI 48105

Official Address

0-734-402-0440

C-734-309-8935

Telephone Number

  
Authorized Signature of Bidder

DUNCAN HOGG  
(Print Name of Signer Above)

DUNCAN.HOGG@DUCITZ.COM  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

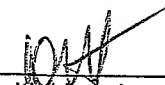
\* A corporation organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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

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

Authorized Official



Date 4/24/2021, 2021

(Print) Name DUNCAN HOGG Title SALES MANAGER

Company: DOETZ OF SOUTHEAST MICHIGAN

Address: 36955 AMERHEIN RD LIVONIA, MI 48105

Contact Phone 734 309-8935 Fax 734 402-0443

Email DUNCAN.HOGG@DOETZ.COM

**BID FORM**

Section 1 – Schedule of Prices

Company: DUCTZ OF SOUTHEAST MICHIGAN

Project: **ITB No. 4671 – City Hall Duct Cleaning Project**

**Base Bid –**

For the entire work outlined in these documents for the **City Hall Duct Cleaning Project**, complete as specified, using equipment and materials only of the type and manufacturers where specifically named. Please break down project total by floors.

Basement (including AHU)	<u>\$ 13,650.00</u>
1 <sup>st</sup> Floor	<u>\$ 11,700.00</u>
2 <sup>nd</sup> Floor	<u>\$ 8,450.00</u>
3 <sup>rd</sup> Floor	<u>\$ 7,150.00</u>
4 <sup>th</sup> Floor	<u>\$ 8,450.00</u>
5 <sup>th</sup> Floor	<u>\$ 8,450.00</u>
6 <sup>th</sup> Floor	<u>\$ 5,850.00</u>
Penthouse (including AHU)	<u>\$ 5,850.00</u>

City Hall Total: SIXTY NINE THOUSAND FIVE HUNDRED AND FIFTY DOLLARS  
(\$ 69,550.00 )

## City of Ann Arbor Michigan

### City Hall Duct Cleaning Work Schedule

	Day	Floor
1	Monday	Penthouse (Including AHU)
2	Tuesday	Penthouse (Including AHU)
3	Wednesday	6th Floor
4	Thursday	6th Floor
5	Friday	5th Floor
6	Monday	5th Floor
7	Tuesday	4th Floor
8	Wednesday	4th Floor
9	Thursday	3rd Floor
10	Friday	3rd Floor
11	Monday	2nd Floor
12	Tuesday	2nd Floor
13	Wednesday	1st Floor
14	Thursday	1st Floor
15	Friday	Basement (Including AHU)
16	Monday	Basement (Including AHU)



*A BELFOR Company Commercial & Residential Air Duct & Dryer Vent Cleaning Services*



COMMERCIAL



RESIDENTIAL

## BID FORM

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

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

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

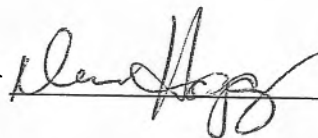
If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

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

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

Signature of Authorized Representative of Bidder



Date

4/24/2021



# BID FORM

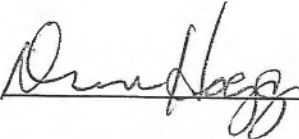
## Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder



Date

4/26/2021

# BID FORM

## Section 4 - Major Subcontractors

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

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

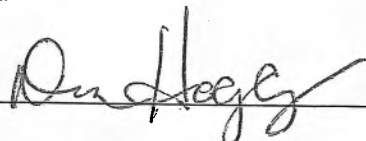
For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
-----------------------------------------	-------------	---------------

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

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

Signature of Authorized Representative of Bidder



Date

4/24/2021

BID FORM

Section 5 – References

Include a minimum of 4 references from similar projects completed within the past 5 years.

1) EASTERN MICH LIBRARY \$ 203,000.00 MARCH - 2020  
Project Name Cost Date Worked

KATHRYN WILHOFF 734-260-0296  
Contact Name Phone Number

2) ELRINGKLINGER \$ 80,000.00 JAN - 2021  
Project Name Cost Date Worked

DANKO ACOSKI 248-727-6246  
Contact Name Phone Number

3) UAW BUILDING \$ 596,602.00 12-11-2019  
Project Name (DET) Cost Date Worked

RAND CULP 734-241-7764  
Contact Name Phone Number

4) MACOMB COMM COLLEGE \$ 20,000.00 MARCH 2021  
Project Name Cost Date Worked

MARCUS WELDON 586-498-4601  
Contact Name Phone Number

# BID FORM

## Section 6 – Contractor Information and Responsible Contractor Criteria

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

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

Attach additional pages as needed if space below is insufficient.

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

1. Organization Name: DUCTZ OF SOUTHEAST MICHIGAN

Social Security or Federal Employer I.D.#: 26-0472500

Address: 36955 AMRHEIN

City: LIVONIA State: MI Zip: 48150

Type of Organization (circle one below):

Individual          Partnership          Corporation          Joint Venture          Other

If "Other" please provide details on the organization:

LLC

Year organization established: 2006

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

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

Explanation of any business name changes:

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

NONE

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

NADCA, ASCS CERTIFIED

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

MECHANICAL CONTRACTOR LICENSE (7112902) EXP 9/31/2022 <sup>OH 4/20/2021</sup>

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

Yes

No

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

Yes

No

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

N/A

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

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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

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

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

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

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

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

The Contractor agrees:

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

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

DUCTZ OF SOUTHEAST MICHIGAN  
Company Name

[Signature] 4/26/2021  
Signature of Authorized Representative Date

DUNCAN HOGG SALES MANAGER  
Print Name and Title

36955 AMERHEIN RD LIV, MI 48150  
Address, City, State, Zip

734-402-0440. DUNCAN.HOGG@DUCTZ.COM  
Phone/Email address

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

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

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

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

The Contractor or Grantee agrees:

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

**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.

DUTZ OF SOUTHEAST MICHIGAN  
 Company Name

36955 Amrhein Rd  
 Street Address

Duncan Hogg 4/29/2021  
 Signature of Authorized Representative Date

LIVONIA, MI 48150  
 City, State, Zip

DUNCAN HOGG SALES MANAGER  
 Print Name and Title

734-406-0440 DUNCAN.HOGG@DUTZ.COM  
 Phone/Email address



**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022**

**\$14.05** per hour

If the employer provides health care benefits\*

**\$15.66** per hour

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

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

## **ENFORCEMENT**

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

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

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

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

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



# Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee
	<input type="checkbox"/> Interest in vendor's company
	<input type="checkbox"/> Other (please describe in box below)
NONE	

\*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:		
DUCTZ OF SEMI		734-309-8935
Vendor Name		Vendor Phone Number
		DURAND HOGG
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

CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

DUCTZ OF SOUTHEAST MICHIGAN  
Company Name

Duncan Hogg 4/26/2021  
Signature of Authorized Representative Date

Duncan Hogg SALES MANAGER  
Print Name and Title

36955 Amrhein  
Address, City, State, Zip

LIVONIA, MI 48150  
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

# CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

COPY



THE HARTFORD

Bid Bond  
SURETY DEPARTMENT

KNOWN ALL MEN BY THESE PRESENTS,  
That We, DUCTZ of Southeast Michigan  
36955 Amrhein Rd., Livonia, MI 48150

hereinafter called the Principal, and the Hartford Casualty Insurance Company as Principal,  
a corporation created and existing under the laws of the State of Indiana, whose principal office is in Hartford,  
Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Ann Arbor  
301 E Huron Street, Ann Arbor, MI 48104  
hereinafter called the Obligee,

as Obligee,

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

Whereas, the Principal has submitted a bid for  
City Hall Duct Cleaning Project - ITB No 4671  
HVAC Duct Cleaning at Larcom City Hall  
301 E Huron St., Ann Arbor, MI 48104

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

Signed and sealed this 4th day of May, 2021

DUCTZ of Southeast Michigan  
(Principal)

Attest \_\_\_\_\_

By: [Signature] (SEAL)  
(Title)

HARTFORD CASUALTY INSURANCE COMPANY  
(Surety)

Witness [Signature]  
Carrie A. Perlman

By: [Signature] (SEAL)  
Peter A. Perlman, Attorney-in-Fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PERLMAN INSURANCE AGENCY  
 Agency Code: 35-356141

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Peter A. Perlman, Carrie A. Perlman of WEST BLOOMFIELD, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

**CERTIFICATE**

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 5, 2021  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/22/2021

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Columbia Center II 101 West Big Beaver Road 14th Floor/Suite 1444 Troy MI 48084 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122		FAX (A.C. No.): (800) 363-0105
	<b>E-MAIL ADDRESS:</b>		
		INSURER(S) AFFORDING COVERAGE	NAIC #
<b>INSURED</b> DUCTZ of Southeast Michigan 36955 Amrhein Road Livonia MI 48150 USA	INSURER A: ACE American Insurance Company		22667
	INSURER B: Lexington Insurance Company		19437
	INSURER C: ACE Property & Casualty Insurance Co.		20699
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER: 570087079339**      **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.      Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HD0G71080250001	07/01/2020	07/01/2021	EACH OCCURRENCE	\$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$10,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMP/OP AGG	\$10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25260041	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XEUG7153974A002	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
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	WLRC50803612 AOS SCFC50803624 WI	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					07/01/2020	07/01/2021	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Ann Arbor is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of The City of Ann Arbor in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. The Umbrella Liability policy follows form over the General Liability, Automobile Liability and Employer's Liability policies.

**CERTIFICATE HOLDER**      **CANCELLATION**

Larcom City Hall 301 E. Huron St. 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  <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier : ABCDFHLMNO

Certificate No : 570087079339

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named Insured Belfor Holdings, Inc.			Endorsement Number TBD
Policy Symbol ISA	Policy Number H25260041	Policy Period 07/01/2020 TO 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED** is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.



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Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Belfor Holdings, Inc.			Endorsement Number 31
Policy Symbol ISA	Policy Number H25260041	Policy Period 07/01/2020 TO 07/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

#### SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



\_\_\_\_\_  
Authorized Representative

## NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Belfor Holdings, Inc.			Endorsement Number 11
Policy Symbol ISA	Policy Number H25260041	Policy Period 07/01/2020 TO 07/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

### Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.



\_\_\_\_\_  
Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE  
NOTICE BY INSURED'S REPRESENTATIVE**


Named Insured Belfor Holdings, Inc.			Endorsement Number TBD
Policy Symbol ISA	Policy Number H25260041	Policy Period 07/01/2020 TO 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition** to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative



**NOTICE TO OTHERS – SCHEDULE**

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and / or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
  - i. The beginning of the Policy period if this notice is provided on or before the effective date of the Policy; or
  - ii. This notice has been sent, if this notice is sent after the Policy period commences.
- C.** This schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice of cancellation is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** The provisions of this notice do not apply in the event that you cancel the Policy.

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE  
NOTICE BY INSURED'S REPRESENTATIVE**

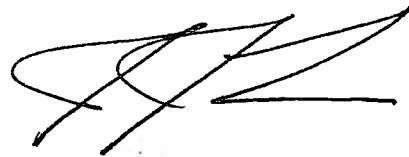
Named Insured Belfor Holdings, Inc.			Endorsement Number 28
Policy Symbol HDO	Policy Number G71080250 001	Policy Period 07/01/2020 TO 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



\_\_\_\_\_  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured BELFOR HOLDINGS, INC. 185 OAKLAND AVENUE, STE 150 BIRMINGHAM MI 48009	Endorsement Number
	Policy Number Symbol: WLR Number: C50803612
Policy Period 07-01-2020 <b>TO</b> 07-01-2021	Effective Date of Endorsement 07-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



\_\_\_\_\_  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured BELFOR HOLDINGS, INC. 185 OAKLAND AVENUE, STE 150 BIRMINGHAM MI 48009	Endorsement Number
	Policy Number Symbol: WLR Number: C50803612
Policy Period 07-01-2020 <b>TO</b> 07-01-2021	Effective Date of Endorsement 07-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

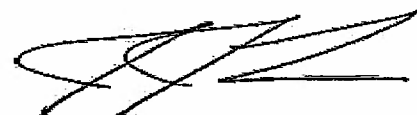
This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (    ) Specific Waiver  
Name of person or organization:
  
- ( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
  
2. Operations:  
ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT
  
3. Premium:  
The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
  
4. Minimum Premium: \$0



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Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured BELFOR HOLDINGS, INC. 185 OAKLAND AVENUE, STE 150 BIRMINGHAM MI 48009	Endorsement Number
	Policy Number Symbol: WLR Number: C50803612
Policy Period 07-01-2020 <b>TO</b> 07-01-2021	Effective Date of Endorsement 07-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

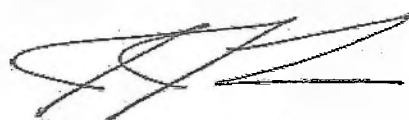
This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.



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Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured BELFOR HOLDINGS, INC. 185 OAKLAND AVENUE, STE 150 BIRMINGHAM MI 48009	Endorsement Number
	Policy Number Symbol: WLR Number: C50803612
Policy Period 07-01-2020 <b>TO</b> 07-01-2021	Effective Date of Endorsement 07-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

Schedule

1. (    ) Specific Waiver  
Name of person or organization:

( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS  
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED  
HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.  
THIS WAIVER DOES NOT EXTEND TO THE STATUTORY RIGHT OF  
REIMBURSEMENT UNDER SECTION 417.002 OF THE TEXAS LABOR  
CODE.

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:



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Authorized Representative

### Workers' Compensation and Employers' Liability Policy

Named Insured BELFOR HOLDINGS, INC. 185 OAKLAND AVENUE, STE 150 BIRMINGHAM MI 48009	Endorsement Number
	Policy Number Symbol: SCF Number: C50803624
Policy Period 07-01-2020 <b>TO</b> 07-01-2021	Effective Date of Endorsement 07-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

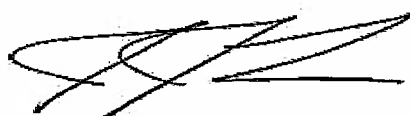
#### Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

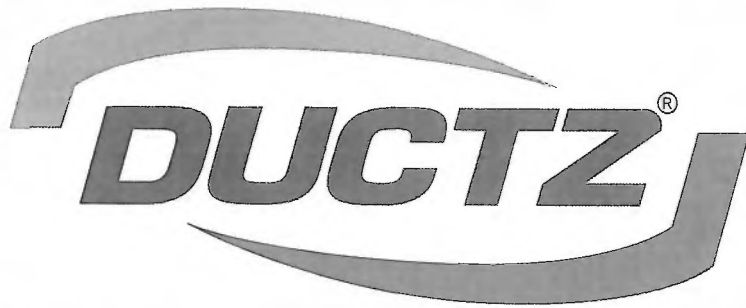
For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative



*Air Duct Cleaning & HVAC Restoration*

**SITE-SPECIFIC SAFETY AND HEALTH PLAN**

**LARCOM CITY HALL**

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

TBD





## STATEMENT OF SAFETY AND HEALTH

We at DUCTZ are responsible to provide all personnel a safe and healthy work environment where recognized hazards have been eliminated or controlled to acceptable risk levels. **We are committed to this philosophy and strive to ensure that our operations are performed without accidents, injury, occupational illness, or negative environmental impact.** Achieving this commitment within our ever-changing work environment is challenging. Continuing development of our Health and Safety Policies and Programs is an important part of achieving this effort and ensures that our operations consistently meet this policy and federal, state, and local rules, regulations, and laws.

We have no higher priority than the safe execution of our operations. It must be recognized that health and safety are common threads of the DUCTZ Values. Health and safety is everyone's responsibility and an integral part of our jobs that cannot be separated from other operation related duties or postponed until a more convenient time. Quite simply, compliance with health and safety rules, regulations, and laws is just part of doing the job right! Willful disregard of this policy, or health and safety rules, regulations and laws should not be tolerated. Our business and our people are much too important!

For our mission to succeed, we must all take personal responsibility for health and safety and:

- Embrace an attitude that demonstrates the importance of safety and health upon our operations
- Provide for safe and healthy working conditions with a focus on preventing accidents, injury, and occupational illness, keeping our work areas free from recognized hazards
- Comply 100% with this policy and all applicable Federal, State, and Local Health and Safety Rules, Regulations, and Laws
- Improve our health and safety communication and report incidents and potential health and safety hazards
- Promote continuous improvement in our health and safety program

DUCTZ owners, managers and supervisors are responsible for the health and safety of their employees and the environment that they occupy. At every level, they must get actively involved in our health and safety program. Owners, managers and supervisors should: assign top priority to accident, injury and occupational illness prevention; ensure their work areas are free from recognized hazards; determine the level of training required and train their employees in the health and safety procedures required to do their job; and, follow-up to ensure that procedures and protocols are being implemented and sustained.

We are personally committed to the Health and Safety Policy. We ask each of you to read this policy and make a commitment to turn our Policy into a reality in the workplace. We need, expect, and appreciate your support in ensuring a healthy and safe workplace for all of us!

### 1.0 INTRODUCTION

The Health and Safety plan is prepared for LARCOM CITY HALL, located at 301 E. Huron Street, Ann Arbor MI 48104. All site specific information is listed and the DUCTZ Safety Manual shall be used for all safety and health guide lines.

SITE JOB DESCRIPTION: Clean supply air, ducted return air, two air handlers and multiple terminal units spread over seven floors and a mechanical penthouse.

## 2.0 HEATH AND SAFETY – GENERAL

### Purpose

Information contained in this Site Specific Health and Safety Program is to be considered supplemental information to the DUCTZ Safety Manual. Our company's policy is that all employees be provided with a safe and healthful place of employment. Identification of hazardous conditions may be accomplished at the planning and design stage, as a result of workplace inspections, or by employee reports. All recognized safety and health hazards shall be eliminated or controlled as quickly as possible, subject to priorities based upon the degree of risk posed by the hazards. The preferred method of hazard abatement shall be through application of engineering controls or substitution of less hazardous processes or materials. Total reliance on personal protective equipment is acceptable only when all other methods are proven to be technically and/or economically infeasible.

### Responsibilities

Owners, management, supervisors and employees are responsible for following all safety program requirements and safety practices. If procedures or practices are identified as needing changes, these changes shall be accomplished through normal management review practice.

### Hazard Control

**Substitution:** The risk of injury or illness may be reduced by replacement of an existing process, material, or equipment with a similar item having more limited hazard potential. Some examples include: brush painting instead of spray painting to reduce inhalation hazards, welding instead of riveting to reduce noise levels, use of safety cans instead of bottles to store flammable liquids, etc. Care must be exercised in any substitution to ensure that the substitute materials are technically acceptable and to avoid introducing a new or unforeseen hazard.

**Isolation:** Hazards are controlled by isolation whenever an appropriate barrier or limiter is placed between the hazard and an individual who may be affected by the hazard. This isolation can be in the form of physical barriers, time separation, or distance. Examples include machine guards, electrical insulation, glove boxes, acoustical containment, and remote controlled equipment.

**Ventilation:** The control of a potentially hazardous airborne substance by ventilation can be accomplished by one or two methods: diluting the concentration of the substance by mixing with uncontaminated air or capturing and removing the substance at its source or point of generation. Local exhaust ventilation is generally the preferred and more economical method of hazard control. However, dilution ventilation can be very effective for the removal of large volumes of heated air or for the removal of low concentrations of non-toxic or low toxicity contaminants from minor and decentralized sources.

**Administrative Control:** This method of hazard mitigation depends on effective operating practices that reduce the exposure of individuals to chemical or physical hazards. These practices may take the form of limited access to high hazard areas, preventive maintenance programs to reduce the potential for leakage of hazardous substances, or adjusted work schedules, which involve a regimen of work in high hazard and low hazard areas. Adjusted work schedules are appropriate only when the hazard is recognized as having a limit below which nearly all workers may be repeatedly exposed without adverse effect.

**Personal Protective Equipment:** This method of hazard control is least preferred because personal protective devices may reduce a worker's productivity, while affording less effective protection

against the recognized hazard than other methods of control. Nevertheless, there are instances where adequate levels of risk reduction cannot be achieved through other methods, and personal protective devices must be used, either alone or in conjunction with other protective measures.

## Hazard Control Principles

Hazardous conditions in the workplace may be prevented through appropriate actions when facilities are designed, when operating procedures are developed, and when equipment is purchased. Once hazards are identified, whether through inspection or complaint, immediate action shall be taken to avoid unreasonable danger.

**Design Reviews:** Safety and occupational health issues shall be considered, designed, and engineered into all projects. Projects that involve potential health hazards such as toxic material, radiation, noise, or other health hazard shall be designed in accordance with established principles of good safety and industrial hygiene engineering.

**Operating Procedures:** Standard operating procedures or similar directives developed by the supervisor that are issued to direct the manner in which work is performed shall include appropriate health and safety requirements. Supervisors are encouraged to submit standard operating procedures. Recommendations for changes/additions to the procedures for safety and health purposes shall be submitted in writing to your DUCTZ owner.

**Purchasing Procedures:** Many hazards can be avoided by incorporating appropriate specifications for purchased equipment/material and contracted efforts that involve work at company facilities. Employees responsible for purchasing or developing specifications for purchases should coordinate with the Health and Safety Department for all new material or equipment purchases to ensure safety and health considerations have been addressed. Contracts that require work to be performed by contract personnel at company facilities shall follow the Subcontractors and Suppliers Chapter of the Health and Safety Program.

**Interim Hazard Abatement Measures:** During the time needed to design and implement permanent hazard control measures, immediate, temporary measures are needed. Where engineering controls are not immediately applicable, administrative controls and/or personal protective equipment are appropriate for use as interim hazard abatement measures.

**Permanent Hazard Abatement:** Engineering control methods are the preferred method of hazard control, followed by administrative control and personal protective equipment. Feasible engineering controls shall be used to reduce hazardous exposure, even when only partial reduction of exposure is possible through engineering methods.

**Authorized employees:** Many operations and tasks that require specific safety training are to be conducted only by trained and authorized employees. Examples of these include:

- Man lift operations
- Scaffolding
- Chemical use
- Electrical repairs
- Facility maintenance
- Grounds work
- Use of power tools
- Confined Space

## Hazard Control Development

The following possible actions will be considered when recommendations are developed for prevention or reduction of hazards:

1. Avoiding, eliminating, or reducing deficiencies by engineering design, material selection or substitution;
2. Isolating hazardous substances, components, and operations from other activities, areas, personnel, and incompatible materials;
3. Incorporating "fail-safe" principles where failures would disable the system or cause a catastrophe through injury to personnel, damage to the equipment, or inadvertent operation of critical equipment;
4. Relocating equipment/components so that personnel access during operation, maintenance, repair or adjustment shall not result in exposure to hazards such as chemical burns, electrical shock, electromagnetic radiation, cutting edges, sharp points, or toxic atmospheres;
5. Providing suitable warning and notes of caution concerning required personnel protection in operation, assembly, maintenance, and repair instructions;
6. Providing distinctive markings on hazardous components, equipment, or facilities;
7. Requiring use of personal protective equipment when other controls do not reduce the hazard to an acceptable level;
8. Monitoring exposure to insure that engineering controls effectively reduce the hazard; and
9. Training employees to recognize hazards and take appropriate precautionary measures.

## **Hazard Reporting**

Identification and reporting of potentially unsafe or unhealthful working conditions is the responsibility of all employees. All employees are required to report unsafe or unhealthful working conditions to their immediate supervisor who will promptly investigate the situation and take appropriate corrective actions. Supervisors will contact the owner or Health and Safety Department for assistance as necessary. Supervisors will keep the reporting employee informed of all actions taken. Any employee may submit a written report of an unsafe or unhealthful working condition directly to the supervisor or owner.

## **Signs and Tags**

Signs and tags are not intended as substitutes for preferred abatement methods such as engineering controls, substitution, isolation, or safe work practices. Rather, they are additional safety guidance and increase the employees' awareness of potentially hazardous situations.

Tags are temporary means of warning all concerned of a hazardous condition, defective equipment, etc. Tags are not to be considered as a complete warning method, but should only be used until a positive means can be employed to eliminate the hazard; for example, a "Do Not Start" tag is affixed to a machine and is used only until the machine can be locked out, de-energized, or inactivated.

**Danger Signs** shall be used where an immediate hazard exists and specific precautions are required to protect personnel or property. The sign shall be of red, black, and white colors.

**Danger Tags** shall be placed on a damaged ladder or other damaged equipment, and immediate arrangements made for the ladder/equipment to be taken out of service and sent to be repaired.

**Caution Signs** shall be used to warn of a potential hazard or to caution against unsafe practices, and to prescribe the precaution that will be taken to protect personnel and property from mishap probability. The sign shall be of yellow and black colors.

**Exit Signs** shall be utilized to clearly identify the means of egress from a building or facility. Where the exit is not apparent, signs shall have an arrow indicating the direction of the exit.

**Biological Hazard Warning Signs** shall be used to signify the actual or potential presence of a biological hazard and to identify equipment, containers, rooms, experimental animals, etc., which contain or are contaminated with viable hazardous agents. The symbol on these signs shall be the standard fluorescent orange or orange-red color.

## **Hazard Communication**

Many DUCTZ employees perform operations that commonly require the use of chemicals that have inherent chemical and physical hazards. General office activities may also involve working with products that contain regulated chemicals. The OSHA Hazard Communication Standard (29 CFR 1910.1200) requires employers to provide information to their employees concerning the hazardous chemicals in the workplace through a written program, training sessions, safety data sheets (SDS), labels and warnings, and other pertinent information. All employees and management shall fully comply with the Hazard Communication Program requirements detailed in this manual.

## **Noise**

Employee exposure to noise of sufficient intensity and duration can result in hearing damage. Noise-induced hearing loss rarely results from just one exposure; it can progress unnoticed over a period of years. Initial noise-induced hearing loss occurs at the higher frequencies where the consonant portion of speech is found, making communications difficult. Engineering controls such as mufflers on heavy equipment exhausts or on air release valves are required where possible. If engineering solutions cannot reduce the noise, administrative controls such as increasing the distance between the noise source and the worker or rotation of jobs between workers in the high noise area should be used if possible. Employees will be given the opportunity to select hearing protective devices from a variety of suitable ones provided by the company. Audiometric testing will be provided to all employees with exposure to noise levels of 85 dBA or greater for extended periods of time.

## **Housekeeping**

All places of employment including outside areas should be kept as clean as the nature of the work allows but must be kept free and clear of debris, trash, scrap, spills or other extraneous materials that could create a health hazard or cause an accident. Proper layout, spacing and arrangement of equipment, facilities, and machinery are essential to good housekeeping, allowing orderly operation and avoiding congestion.

Maintain the floor of every work area so far as practicable, in a dry condition. Where wet processes are used, maintain drainage and provide removable false floors, platforms, mats, or other dry standing places. When necessary or appropriate, provide waterproof footwear.

To facilitate cleaning, every floor, working place, and passageway will be as smooth as feasible but allowing for the need to provide non-skid flooring where appropriate. Floors will not be cleaned with flammable materials or materials creating significant toxic hazards.

## **Emergency Eyewash Facilities**

Emergency eyewash facilities meeting the requirements of ANSI Z358.1 shall be provided in all areas where the eyes of any employee may be exposed to injurious corrosive materials. All such emergency facilities shall be located where they are easily accessible to those in need.

## **Confined Space**

OSHA designates two (2) types of confined spaces. Confined space entry is regulated by OSHA Standard 29 CFR 1926 Subpart AA and 29 CFR 1910.146. The first type of confined space is any space large enough for worker entry, with limited means of entry or exit, and not designed for continuous occupancy. These spaces have adequate ventilation and other hazards are not present.

The second, Permit-Required Confined Space, (Permit Space), meets all of the aforementioned criteria and either has the potential for hazards or has one (1) or more of the following hazards present:

- Hazardous atmosphere
- Material that can engulf
- Walls that converge inward
- Floors that slope downward and taper
- Conditions that could asphyxiate
- Serious physical hazards

### **3.0 SAFETY PROGRAM RESPONSIBILITIES**

#### **Owners, Project Managers and Supervisors (Foremen)**

The full potential of effective accident prevention can only be realized when owners, project managers and supervisors cooperate without reservation in all phases of the health and safety program. Their close contact with the work environment and the people performing the work make them the best qualified to translate principle into accident prevention on the job. They know the details of each job they supervise and can best recognize the hazardous situations. They must constantly sell to employees the wisdom on observing safety procedures established for their work and of using the prescribed protective equipment. They must enforce the safety procedures and rules that apply to the work they supervise. The following is a list of safety obligations of owners, project managers and supervisors. They will:

- Actively support health and safety program goals and objectives.
- Assist in the prompt investigation of accidents and completion of required reports.
- Be receptive to, and require employees to report unsafe practices and conditions, and to submit practical suggestions for correction.
- Participate in training courses designed to increase their professional knowledge of safety supervision principles and techniques.
- Obtain and maintain high standards in housekeeping and personal environmental sanitation in work activities.
- Insure that tools, equipments, and protective devices are properly maintained and properly utilized.
- Become thoroughly familiar with and actively enforce all safety procedures applicable to the work they supervise.
- Provide adequate basic job training and safety instruction to all employees.
- Provide continuing safety instruction while issuing daily work assignments to focus attention upon potential hazards, changes in work conditions or procedures, etc.
- Continuously observe and evaluate work conditions and work procedures to detect and correct unsafe conditions and practices.
- Promptly investigate accidents and complete required reports.
- Be receptive to, and encourage employees to report unsafe practices and conditions, and to submit practical suggestions for correction.
- Obtain and maintain high standards in housekeeping and personal environmental sanitation and work activities.
- Ensure that tools, equipment, and protective devices are properly maintained and properly utilized.
- Become thoroughly familiar with and actively enforce all safety procedures applicable to the work they supervise.

## Employees

All DUCTZ employees are required to develop safe work habits and to contribute in every manner possible to the safety of themselves, their co-workers, and the general public. To that end, they will:

- Obey all safety rules, policies, and procedures.
- Become familiar with and observe approved safe work procedures for their work activities.
- Immediately report to their supervisor all occurrences of accidents, injuries, and damage to property occurring within the course of their employment.
- Promptly report all unsafe practices or conditions they observe to their supervisor.
- Cooperate with and assist in investigation of accidents to identify correctable causes and the prevent recurrence.
- Actively support and participate in safety, promotional, and educational measures utilized in safety programs.

### DUCTZ Field Safety Personnel for (list location):

DUCTZ'S on-site Project Manager is:  
Eduardo Mendez  
734.216.4371

The onsite Health and Safety Officer and Competent Person (HSO) is:  
Eduardo Mendez  
734.216.4371

As an alternate contact HSO/Foreman please contact:  
Bryan Lerg  
734.255.4468

Client/site contact(s):  
Mathew Kulhanek  
734.794.6312

## 4.0 SAFETY INTRODUCTION AND TRAINING

### Training

All new employees will be oriented to the safety requirements of the company and their job before they begin work. Each new employee will be provided access to a copy of the DUCTZ Safety Policy. Specific training for personnel will be conducted on various safety topics.

- Employee responsibility for complying with all safety regulations and reporting of all accidents or observed unsafe conditions.
- Accident Prevention Plan, the Drug and Alcohol-Free Workplace Policy, and safe work practices.
- Emergency Action Plan requirements and location of emergency facilities for medical, fire, and security needs.
- Implementation of controls as outlined in the Job Hazard Analysis, as applicable.

- Training in HAZCOM, ladder safety, respiratory protection, fall protection, fire prevention, bloodborne pathogens, etc., as required for specific projects.

## **Subcontractors**

Each subcontractor supervisor will be required to attend coordination meetings with DUCTZ project management personnel prior to commencing work at the project. The purpose of this meeting will be to discuss general safety and security issues as well as work coordination items. Additionally, specific safety concerns and the Job Hazard Analysis for the definable segment of work the contractor is performing will be discussed during this meeting. A monthly supervisor's meeting will be conducted to provide further review of safety concerns during activities planned for the coming month.

## **Safety Meetings**

A general safety meeting of all personnel and/or subcontractors will be held weekly on larger project sites. This meeting will serve to alert all workers of details on the Job Hazard Analysis for the activities beginning or in progress during that week as well as general safety considerations of the job. A written report of the meeting containing the signatures of all in attendance will be kept and available for review on site by interested parties.

At least once a month the Project Manager will review the project's Accident Prevention Plan during the Weekly Safety Meeting, with emphasis given to items applicable to current and upcoming work. Such reviews should be documented.

Short daily safety meetings should be conducted at the work place "tool box" before starting work. Supervisors/HSO can find topics in the Health and Safety Program under "Tool Box Meeting Topics". The Supervisor may select any topic he or she feels appropriate to the specific work occurring on the site during that week. The lead person in charge will conduct these meetings and the subject discussed noted on the daily report. The Tool Box Meeting sheet shall be signed by all attending the meeting and said sheet shall be filed in the project file.



## **5.0 PROJECT MEDICAL SUPPORT**

First aid injuries must be reported to the project manager and owner immediately. All other more serious injuries shall use the numbers below.

### **Off-Site Emergency Numbers:**

**Ambulance or Emergency Response: CALL 911**

**Hospital:**

**University of Michigan Hospital  
1500 E Medical Center Dr, Ann Arbor, MI 48109  
734.936.6666**

**Urgent Care:**

**University of Michigan Hospital  
1500 E Medical Center Dr, Ann Arbor, MI 48109  
734.936.6666**

**Fire: CALL 911**

**Police: CALL 911**

### **On-Site Emergency Numbers**

The Supervisor and/or HSO should be trained and certified in First Aid and CPR and will then be the designated First Aid person on the project. First Aid kits and eye wash stations, in sufficient quantity for the project, will be available in the work area. One 16-unit kit will be provided for each 25 persons on site. One will be located in the DUCTZ site office; others will be placed in each work area.

Employees should be physically and emotionally qualified for performing their assigned duties, although there will be no discrimination against handicapped individuals who are not capable of performing the duties. No employee will be allowed to work under the influence of alcohol or drugs. Employees operating equipment will be able to read and understand signs, signals, and operating instructions. They will also be qualified to operate the piece of equipment.

### **Work-Related Injuries**

It is the intention of DUCTZ to fully comply with state laws that help injured employees maintain economic and job security.

Prompt medical attention will be assured for employees sustaining a work-related injury.

To promote a safe environment, to meet legal requirements, and for effective management of the workers' compensation system, ALL PERSONNEL are expected to meet the following responsibilities:

- All industrial injuries must be reported immediately to supervisor and owner for recording purposes, whether or not medical attention or time-loss is involved. An in-house incident report, which will be furnished to injured employees by supervisors, must be completed as soon as possible following an incident and returned to the supervisor and owner. In some cases, investigations will be carried out in order to determine and eliminate incident causes.
- Should employees experience problems with their recovery, be dissatisfied with treatment practitioners, or need help understanding the industrial insurance system they should contact the DUCTZ owner.

## 6.0 PERSONAL PROTECTION EQUIPMENT (PPE)

### Policy

Engineering controls shall be the primary methods used to eliminate or minimize hazard exposure in the workplace. When such controls are not practical or applicable, PPE shall be employed to reduce or eliminate personnel exposure to hazards.

Due to the nature of work performed by DUCTZ, it is not always practical or possible to deploy engineering controls, which eliminate or control all hazardous exposures at our jobsites. Therefore, this job site will require the following PPE:

List ALL required PPE

These items will be noted on the PPE Hazard Assessment and change as the scope of work changes. Supervisors shall ensure that personnel have been trained and/or certified and issued the necessary PPE prior to reporting to work where PPE is required.

### General Requirements

#### Application

Personal Protective Equipment must be provided, used and maintained, in addition to the mandatory PPE requirements above, whenever it is necessary by reason of hazards of processes of environment, chemical hazards, radiological hazards or mechanical irritants encountered in a manner capable of causing injury or impairment of any function of the body.

#### Employee Owned Equipment

Whenever employees provide their own PPE, the employer is responsible for assuring its adequacy including proper maintenance and sanitation.

#### Design

All PPE must be of safe design and construction for the work to be performed.

#### Hazard Assessment

Each employer must assess the workplace to determine if there are any hazards present or likely to be present which require the use of PPE. The assessment must match the PPE to the particular hazard(s).

#### Hazard Assessment Certification

Each worksite assessment must be documented by the issuance of the written Hazard Assessment certification and filed in the project folder. The Hazard Assessment certification document must:

- Identify the job number and evaluate the workplace.
- Name the individual who conducted the evaluation.
- Give the date of the hazard assessment.
- Identify the document as a certification of hazard assessment.

### **Selection**

The selection of Personal Protective Equipment (PPE) must be based upon:

- A comparison of the hazards with the capabilities of available PPE to prevent injuries and illnesses.
- Careful consideration for comfort and fit.
- Use of "common sense and appropriate expertise."

### **Training**

Each employee required to wear PPE must be trained to know the following:

- When PPE is necessary.
- What PPE is necessary?
- How to properly wear PPE.
- Limitations of the PPE.
- Proper care, maintenance, useful life and disposal of the PPE.

**Note:** Each employee must demonstrate an understanding of how to use the PPE before he/she is allowed to perform the work and wear the PPE.

### **Retraining**

Retraining is required whenever:

- Situations/hazards change in the workplace
- There is a change in the types of available PPE.
- Employees are not using PPE properly.

### **Training Documentation**

Training documentation using the DUCTZ Training Roster must include:

- Name of employee
- The subject of the training/certification (type of PPE)
- Name of trainer
- Date of training

### **Eye and Face Protection**

Appropriate eye or face protection must be used when employees are exposed to hazards from flying particles, molten metal, liquid chemicals, acids, or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.

Eye protection with side shields is required when there is a potential hazard from flying objects. This doesn't mean that employees have to be working on the specific job that presents the exposure. If workers are exposed to the potential of flying objects, safety side shields will be required.

Employees who wear prescription lenses while working in eye hazard areas must wear ANSI Z87.1 approved prescription eye wear or wear the PPE approved eye protection over their prescription lenses. If worn over prescription lenses, they should not disturb the proper position of the lenses.

Eye and face PPE must be distinctly marked with the ID of the manufacturer.

Employees exposed to injurious light radiation must use filter lenses that have the shade number appropriate for the work.

All eye protection and face protection purchased after July 5, 1995 must comply with ANSI Z87.1-1989.

Face shields and/or goggles may be needed to provide added protection to the face and eyes.

#### **Head Protection**

Protective helmets (AKA hard hats) are necessary when employees are working in areas where there is a potential for injury to the head from falling objects. If exposed to overhead electrical conductor, protective helmets designed for electrical shock hazards must be worn.

#### **Foot Protection**

Protective footwear is required when employees are working in areas where there is a danger of foot injuries due to falling and rolling objects piercing the sole, and/or where such employee's feet are exposed to electrical hazards.

#### **Hand Protection**

Each employer must select and require employees to use appropriate hand protection when their hands are exposed to hazards such as:

- Absorption of harmful substances
- Severe cuts or lacerations
- Severe abrasions
- Punctures
- Chemical burns
- Thermal burns
- Harmful temperature extremes (cold/heat)
- Blood Borne Pathogens

Selection of hand protection must be based on the performance characteristics of the PPE relative to the task being performed including:

- Condition(s) present
- Duration of use
- The hazard(s) and potential hazard(s) identified

#### **Special Notes**

PPE devices alone should not be relied on to provide protection from hazards, but should be used in conjunction with guards, engineering and administrative controls and sound manufacturing practices.

OSHA has recently clarified its position that employers, in most cases, must provide and pay for workers' personal protective equipment. In a compliance memorandum sent to field offices, OSHA noted that its general PPE standard, as well as specific standards, should be interpreted to require employers to provide and pay for personal protective equipment required by the company to do his or her job safely and in compliance with OSHA standards.

If the equipment is very personal in nature and is usable by the workers off the job, the matter of payment may be left to labor-management negotiations. Examples of PPE that would not normally be used away from the worksite include, but are not limited to: welding gloves, wire mesh gloves, respirators, hard hats, specialty glasses and goggles (such as those designed for laser or ultraviolet radiation protection), specialty foot protection (such as metatarsal shoes and linemen's shoes with built-in gaffs), face shields and rubber gloves, blankets, cover ups, hot sticks and other live-line tools used by power generation workers.

Examples of PPE that is personal in nature and often used away from the worksite include: non-specialty safety glasses, safety shoes and cold weather outer wear of the type worn by construction workers.

However, shoes or outerwear subject to contamination by carcinogens or other toxic or hazardous substances, which cannot be safely worn off-site, must be paid for by the employer.

Failure of the employer to pay for PPE that is not personal and not used away from the job is a violation of OSHA standards and shall be cited.

Fire Extinguishers will be required in every area we have personnel working. Any fire extinguishers already on site will need to be inspected for current inspection tags and readiness. DUCTZ will provide fire extinguishers if on site extinguishers are not up to date or the use of them is not approved.

## **7.0 SAFETY WITH VEHICLES**

### **Driving Safely**

#### **Starting**

- Conduct pre-use inspections
- Use seatbelts at all times
- Adjust seat & mirrors before starting vehicle
- Allow a 15 second warm up time
- Check for warning lights

#### **Driving**

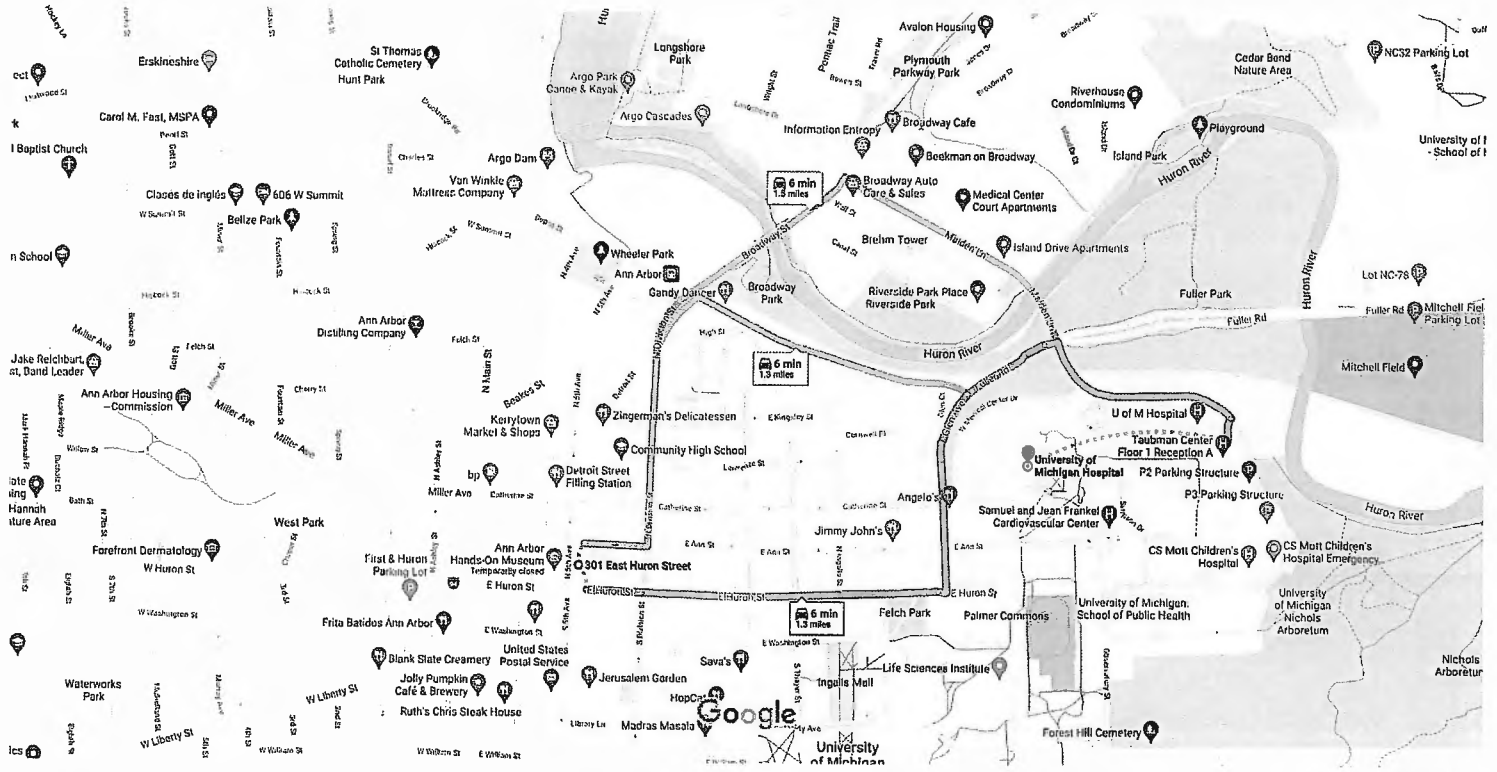
- Do not drive if drowsy
- Think ahead – anticipate hazards
- Don't trust the other driver to drive properly
- Don't speed or tailgate
- Drive slower in hazardous conditions or hazardous areas
- Pass only in safe areas when excessive speed is not required
- No loose articles on floor
- Do not read, write, apply make-up, drink, eat, or use mobile phones while driving
- Stay at least four seconds behind the vehicle ahead
- Do not stop for hitchhikers or to provide roadside assistance
- Obey any and all on site vehicle regulations

#### **Backing**

- Back slowly and be ready to stop
- Do not back up if anyone is in the path of the vehicle
- Check clearances
- Don't assume people see you
- Get out & check if you cannot see from the driver's seat

#### **Stopping**

- Park only in proper area, not roadsides
- Use warning flashers & raise hood if vehicle becomes disabled



### 301 E Huron St

Ann Arbor, MI 48104

- 1. Head east on E Huron St toward S Division St 0.5 mi
- 2. Turn left onto Glen Ave 0.3 mi
- 3. Continue onto Fuller Rd 0.1 mi
- 4. Turn right onto E Medical Center Dr 0.3 mi
- 5. Turn right 177 ft

### University of Michigan Hospital

1500 E Medical Center Dr, Ann Arbor, MI 48109

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.