

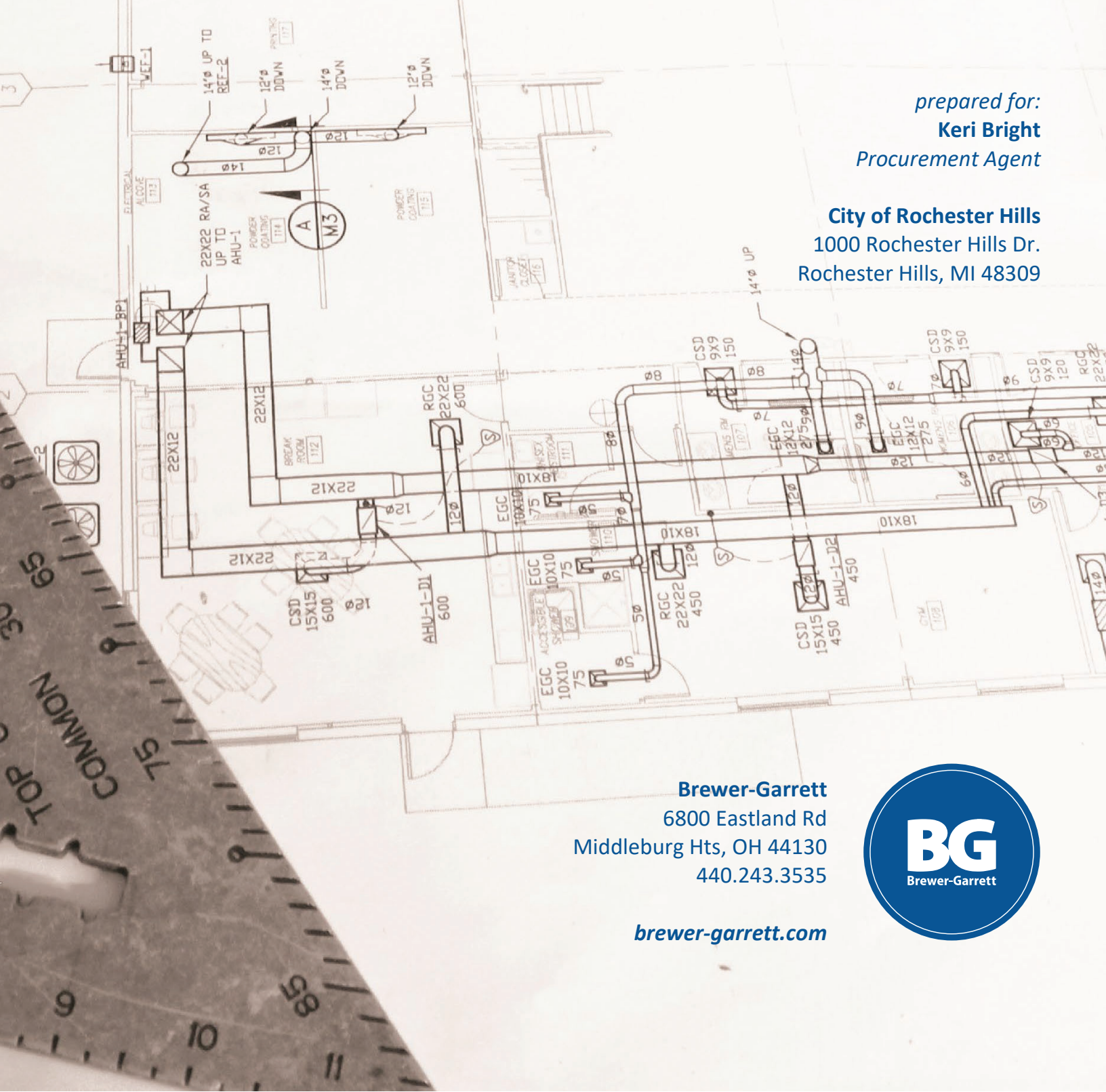


CITY OF ROCHESTER HILLS JOC SERVICES & COOPERATIVE JOC PROGRAM FOR PUBLIC AGENCIES IN MICHIGAN

RFP-RH-23-034 | August 29, 2023 at 3pm

prepared for:
Keri Bright
Procurement Agent

City of Rochester Hills
1000 Rochester Hills Dr.
Rochester Hills, MI 48309



Brewer-Garrett
6800 Eastland Rd
Middleburg Hts, OH 44130
440.243.3535

brewer-garrett.com



CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES IN
MICHIGAN

RFP-RH-23-034

FORM 1 -
MANAGEMENT
PLAN &
COMPANY
PROFILE



PROPOSAL FORM 1: MANAGEMENT PLAN AND COMPANY PROFILE QUESTIONNAIRE

1. **What is your company’s official registered name?**

The Brewer-Garrett Company

2. **What is/are your corporate office location(s)?**

- i. **Cleveland:** 6800 Eastland Rd. Middleburg Heights, OH 44130
- ii. **Columbus:** 6037 Frantz Rd. Suite 105, Columbus, OH 43017
- iii. **Dayton:** 1400 Brush Row Rd. Wilberforce, OH 45384

3. **Please provide a brief history and description of your company, including experience providing similar products/services and the year it was established.**

Established in 1959, BG began as a small design-build firm with big ideas and innovative solutions for the mechanical marketplace. Within a year, BG nearly doubled its revenue, gaining traction through large contracts like Niagara Power and respected industry awards such as “Contractor of the Year.” In the years since, we have continued building a strong business based on quick responses, quality work, and customer satisfaction.

BG has provided design-build solutions for more than 60 years. Our extensive in-house team enables us to co-author fast-tracked, comprehensive, and customized design-build solutions that guarantee no change orders. These capabilities, coupled with a team of in-house engineers, estimators, controls, commissioning agents, and project managers have allowed us to execute over \$1.5 billion of design-build construction projects.

4. **Who is your competition in the marketplace?**

Brewer-Garrett’s main competition in the marketplace is small and large mechanical firms. Brewer-Garrett regularly competes against companies like Honeywell, Siemens, and Gardiner.

5. **What is the total number and location of employees, and if applicable, salespersons, employed?**

Approximately 260 employees.

6. **What is the number and location of support centers, if applicable, and location of corporate office?**

BG has one support center located at its corporate headquarters in Cleveland.

7. **What was your annual construction volume over last three (3) fiscal years?**

BG has averaged \$62.75 million in construction volume over the last three years.

8. **Submit FEIN and Dunn & Bradstreet report.**

FEIN: 34-0836142

9. **What are your overall public sector sales, excluding Federal Government, for last three (3) years?**

BG averages \$40.48 million per year in public sector sales over the last three years.

10. List any relationships with subcontractors or affiliates intended to be used when providing service.

Currently, Brewer-Garrett has not committed to using any specific subcontractor or affiliates when providing services. Once awarded a project, Brewer-Garrett will work with the owner to co-author a list of potential subcontractors to be used. As part of this process, Brewer-Garrett will review its list of pre-qualified subcontractors to identify qualified companies that can execute work in this region.

11. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Brewer-Garrett was the plaintiff in a lawsuit in which the defendant filed a counterclaim. (The Brewer-Garrett Company vs. Steubenville City School District, Jefferson County Court of Common Pleas-Case No. 18 CV 00210). The parties have settled, and the matter is closed.

Brewer-Garrett was the plaintiff in a lawsuit in which the defendant (owner) filed a counterclaim and a third party (subcontractor) joined the lawsuit and filed a claim against Brewer-Garrett. (The Brewer-Garrett Company vs. Youngstown Stambaugh Hotel LLC, et al, Mahoning County Common Pleas Court Case No. 18CV2233) The parties have settled, and the matter is closed.

Brewer-Garrett's Service Division entered into an agreement with a parish church in the Catholic Diocese of Cleveland to install cooling tower system. Claims arose regarding the design of the system which have all since been settled.

Brewer-Garrett was the claimant in an arbitration wherein Brewer-Garrett's chief claim, as a subcontractor, was the substantial default of the general contractor's payment obligations (The Brewer-Garrett Company vs. Venergy group, LLC, American Arbitration Association Case No. 01-21-002-6297, filed 4/8/21). The general contractor counterclaimed. The matter was arbitrated and Brewer-Garrett received a favorable award.

Brewer-Garrett is the plaintiff in a lawsuit against both the manufacturer and supplier of heat pumps for an apartment building project in Washington DC. BG claims that the heat pumps were faulty and as a result it incurred damages. The lawsuit is still pending. (The Brewer-Garrett Company vs. Gardiner Service Company, et al, Cuyahoga County Common Pleas Court Case No. 22 CV 967350).

12. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;**
- b. is not owned or operated by anyone who has been convicted of a felony; or**
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

BG is not owned or operated by anyone who has been convicted of a felony.

13. Describe any debarment or suspension actions taken against supplier

N/A

14. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

BG's safety record, EMR, and Workers compensation rates are attached to the following pages. Additionally, BG's safety performance numbers for the past six years are included below. The jump in the TRIR in 2022 was due to minor incidents, medical only claims, that were due to sprains and strains. We expect these numbers to drop with the implementation of stretching and flexing prior to workers beginning their day on site.

	2017	2018	2019	2020	2021	2022
TRIR	2.19	0.51	2.08	0.89	0.87	3.9
LWCIR	1.10	0	0.42	0.44	0	0.87
DART	1.10	0	1.66	0.44	0	0.87
Fatality	0	0	0	0	0	0
Work Hrs.	364,510	388,727	480,714	450,500	460,711	459,651
EMR	0.97	0.99	0.58	0.53	0.57	0.57

Industry Average 2021

Industry Avg, TRIR 3.5
 Industry Avg, LWCIR 1.4
 Industry Avg, DART 2.1

15. Provide any additional necessary details as it relates to standard ordering methods and payment terms.

No additional details regarding standard ordering methods and payment terms are necessary at this time.

16. Provide your company’s subcontracting plan, as described in the scope herein.

A successful project depends on multiple reliable and qualified subcontractors. Prior to selection, each subcontractor will be scrutinized to ensure they meet and successfully demonstrate the following criteria:

- Experience providing similar projects
- High safety standards and procedures
- Occupied construction
- Fast tracked construction with critical end dates
- Municipal building renovation expertise
- Resources to effectively accelerate/decelerate labor
- Manpower availability for first, second, and third shift
- Responsiveness
- Strong communication
- Offsite prefabrication ability
- Financial stability
- Safety and OSHA records
- Applicable licensure compliance

BG’s expertise is not only in managing projects similar in size and scope to this project, but also in self-performing the execution. With BG as your design-build contractor, we will provide the owner with an additional level of protection to complete the project on time and on budget. Additionally, our experience allows us to step in if needed and complete the project, should any subcontractor not perform.

The BG team has become familiar with the subcontracting community across the state; we aim to maximize our involvement in vetting the process through the following activities:

Diligent Research – Our Project Manager will consult our database, consisting of reliable and high-quality companies we have worked with in the past / deemed appropriate for the scope of work

Local Groups – We seek local groups, including large businesses, small businesses, and minority-owned businesses.

Vetting New Companies – We vet new subcontracting prospects for financial strength, past projects, certifications and licensures, and staff expertise to eliminate the risk of claims and litigation.

Collaborating with the Owner – We will engage Owner personnel in the selection process to ensure our subcontractors meet the Owner’s standards. This approach gives the Owner an opportunity to draw on their experience by recommending contractors they have had success in the past and restricting contractors that are deemed unqualified.

Eliminate Scope Gaps - By the time we are ready to award to our prequalified subcontractors, we have refined these scopes of work to the point where scope gaps have been eliminated.

- We require all bidders to provide a detailed scope with their bid packages
- Each subcontractor has already confirmed that they will be able to perform the work within the timeframe allocated in the master project schedule
- The scopes are reviewed internally by a Senior Project Manager and Program Manager, who is also responsible for coordinating and scheduling all the individual project scopes of work
- We meet individually with each subcontractor to discuss the scope of work in detail (this part of the process is the most valuable in finding scope gaps)

17. If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.

N/A

18. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer is or was party? If no then include an explanation.

No, the pending litigation is summarized in question 11.

19. Has your firm during the past five (5) years been free of determination by a court of competent jurisdiction that it filed a false claim with any federal, state, or local government entity? If no then include an explanation.

Yes, during the past five (5) years, Brewer-Garrett has been free of determination by a court of competent jurisdiction that it filed a false claim with any federal, state, or local government entity.

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CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
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RFP-RH-23-034

FORM 2 –
KEY
PERSONNEL



PROPOSAL FORM 2: KEY PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas. If not applicable, write 'Not Applicable'

Executive Contact

Contact Person: Jeffrey Zellers

Title: Vice President

Company: The Brewer-Garrett Company

Address: 6800 Eastland Rd.

City: Middleburg Heights State: OH Zip: 44130

Phone: 440-971-0505 Fax: 440-243-9993

Email: jzellers@brewer-garrett.com

Marketing

Contact Person: Brian Hyland

Title: Proposal & Branding Manager

Company: The Brewer-Garrett Company

Address: 6800 Eastland Rd.

City: Middleburg Heights State: OH Zip: 44130

Phone: 440-971-0508 Fax: 440-243-9993

Email: bhyland@brewer-garrett.com

Account Manager / Sales Lead

Contact Person: Tadhg O'Crowley

Title: Design-Build Business Development Manager

Company: The Brewer-Garrett Company

Address: 6800 Eastland Rd.

City: Middleburg Heights State: OH Zip: 44130

Phone: 440-971-0521 Fax: 440-243-9993

Email: tocrowley@brewer-garrett.com

Sales Support

Contact Person: David Joseph

Title: Project Development Specialist

Company: The Brewer-Garrett Company

Address: 6800 Eastland Rd.

City: Middleburg Heights State: OH Zip: 44130

Phone: 440-971-0519 Fax: 440-243-9993

Email: djoseph@brewer-garrett.com

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Financial Reporting

Contact Person: Billy Lawless

Title: Controller

Company: The Brewer-Garrett Company

Address: 6800 Eastland Rd.

City: Middleburg Heights State: OH Zip: 44130

Phone: 440-971-0512 Fax: 440-243-9993

Email: blawless@brewer-garrett.com

Billing & Reporting/Accounts Payable

Contact Person: Jenna Tomer

Title: Accounting Supervisor

Company: The Brewer-Garrett Company

Address: 6800 Eastland Rd.

City: Middleburg Heights State: OH Zip: 44130

Phone: 440-971-0540 Fax: 440-243-9993

Email: jtomer@brewer-garrett.com

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RFP-RH-23-034

FORM 3 -
BONDING
CAPACITY
STATEMENT



PROPOSAL FORM 3: BONDING CAPACITY STATEMENT

Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

Please see the following pages for the Brewer-Garrett Company's Bonding Capacity Statement.

(The rest of this page is intentionally left blank)

August 25, 2023

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Re: Contractor: *The Brewer-Garrett Company*
Project: *Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in MI*
Project No.: *RH-23-034*
Surety: *The Cincinnati Insurance Company/2023 A. M. Best Rating: A+ XV*

To Whom It May Concern:

By way of introduction, the associates of Hotaling & Associates Agency, Inc. have been servicing the Risk Management and Surety requirements of The Brewer-Garrett Company for the past 32 years. We have genuinely enjoyed an excellent relationship over that period, and we highly recommend our contractor/client for your favorable consideration of any project that you may propose.

The Brewer-Garrett Company has successfully completed numerous multi-million-dollar projects and we are both impressed and confident in the scope of their expertise. The Brewer-Garrett Company's Surety, The Cincinnati Insurance Company, (2023 A.M. Best Rating A+, XV) has been providing surety bonds for The Brewer-Garrett Company since 1991. The Cincinnati Insurance Company has written various Performance & Payment/Contract Bonds and Energy Savings Guaranty Bonds for The Brewer-Garrett Company covering specific projects more than \$40,000,000 with work programs more than \$70,000,000 and bid bonds for projects as large as \$90,000,000. As of this writing, the client/principal remains in excellent standing with Cincinnati Insurance Company.

Should a Performance & Payment Bond and/or Energy Savings Guaranty Bond be required on any projects, The Cincinnati Insurance Company would be more than willing to consider same. Any specific request for bonds is between The Brewer-Garrett Company and their Surety and will be underwritten on its own merit, subject to review and satisfaction of the construction contract as well as evidence of complete financing. Cincinnati Insurance Company has approved and written surety bonds like the ones required in this scope/RFP.

Should you have any questions, please feel free to contact the undersigned individual.

Respectfully yours,

Robert T. Hotaling

Robert T. Hotaling
President - Hotaling & Associates Agency, Inc.
Attorney-In-Fact – The Cincinnati Insurance Company

RTH/ch

CITY OF ROCHESTER HILLS JOC SERVICES
& COOPERATIVE JOC PROGRAM FOR
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FORM 4 -
INSURANCE
REQUIREMENTS



PROPOSAL FORM 4: INSURANCE REQUIREMENTS

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. **Umbrella Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."
7. **Proof of Insurance Coverage:** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Rochester Hills at least ten (10) days prior to the expiration date.

CITY OF ROCHESTER HILLS JOC SERVICES
& COOPERATIVE JOC PROGRAM FOR
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RFP-RH-23-034

FORM 5 -
LICENSES &
CERTIFICATIONS



PROPOSAL FORM 5: REQUIRED LICENSE AND CERTIFICATIONS

Copies of BG's relevant licenses and certifications are included on the following pages.

(The rest of this page is intentionally left blank)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

ERIC BETZ

LICENSE NO. EXPIRATION DATE
6201310455 10/14/2023 21287091026

ERIC BETZ
6800 EASTLAND
MIDDLEBURG HTS, OH 44130

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED
AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY
COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

ERIC BETZ

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

BRIAN PATRICK CHAMBERS

LICENSE NO. EXPIRATION DATE
6201309249 12/14/2024 22325131131

BRIAN PATRICK CHAMBERS
6800 EASTLAND ROAD
MIDDLEBURG HEIGHTS, OH 44130

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED
AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY
COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

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GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

BRIAN PATRICK CHAMBERS

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

BRYAN J SCHRITZ

LICENSE NO. EXPIRATION DATE
6201310724 01/18/2024 2218170140

BRYAN J SCHRITZ
6439 RIVER CORNERS RD
SPENCER, OH 44275

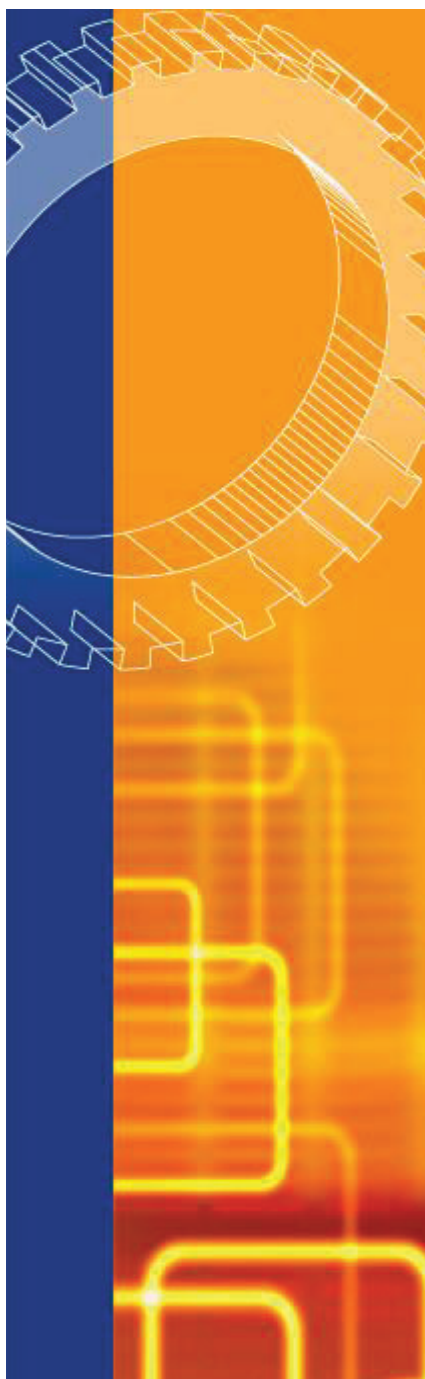
COMPLAINT INFORMATION:
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REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

BRYAN J SCHRITZ



Certificate of Partnership

Presented to

The Brewer-Garrett Co

by the United States Environmental Protection Agency Combined Heat and Power Partnership in recognition of efforts to improve the energy efficiency and performance of the United States energy supply system through combined heat and power.

Matt Clouse, Chief, Energy Supply and Industry Branch
Climate Protection Partnerships Division
United States Environmental Protection Agency






Certificate of Accreditation

This is to certify that

The Brewer-Garrett Company

participated in the Accreditation Program and Review and has been certified by the National Association of Energy Service Companies to be an Accredited Energy Service Company (ESCO).



is



Timothy D. Unruh
Executive Director

Accreditation covers a period of 36 months from date of issuance.

2018.



GREEN BUSINESS CERTIFICATION INC. CERTIFIED

David Fisher

HAS ATTAINED THE DESIGNATION OF

LEED AP[®] Building Design - Construction

by demonstrating the knowledge and understanding of green building practices and principles needed to the use of the LEED green building program.

11060905-AP-BD+C

CREDENTIAL ID

25 SEP 2017

ISSUED

24 SEP 2019

VALID THROUGH

A handwritten signature in black ink, appearing to read 'Mahesh'.

PRESIDENT & CEO, U.S. GREEN BUSINESS CERTIFICATION INC.
PRESIDENT & CEO, GREEN BUSINESS CERTIFICATION INC.



**Department
of Commerce**

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board O.C.I.L.B.

Mike DeWine
Sheryl Maxfield

BRIAN P CHAMBERS
22647 Vine Ct
Rocky River, OH 44116-3768

Mike DeWine Governor	Hydronics CONTRACTOR'S LICENSE	Sheryl Maxfield Director
Ohio License # 47288	Expiration Date: 12/23/2023	
BRIAN P CHAMBERS THE BREWER GARRETT CO EMPLOYEE		
<i>Carol Ross</i>		<i>William Koester</i>
Carol A. Ross Board Secretary		William Koester Administrative Chairperson

This is YOUR license. Plan Approvals obtained with YOUR license and posting of YOUR license indicates that YOU and YOUR liability insurance are assuming all responsibility for any projects performed under this license.

Mike DeWine Governor	Hydronics CONTRACTOR'S LICENSE BRIAN P CHAMBERS THE BREWER GARRETT CO EMPLOYEE Ohio License# 47288 Expiration Date: December 23, 2023	Sheryl Maxfield Director
LICENSE MUST BE POSTED ON JOB SITE	OHIO CONSTRUCTION INDUSTRY LICENSING BOARD STATE OF OHIO	LICENSE MUST BE POSTED ON JOB SITE
<i>Carol Ross</i>		<i>William Koester</i>
Carol A. Ross Board Secretary		William Koester Administrative Chairperson



**Department
of Commerce**

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board O.C.I.L.B.

Mike DeWine
Sheryl Maxfield

BRIAN P CHAMBERS
22647 Vine Ct
Rocky River, OH 44116-3768

Mike DeWine Governor	Refrigeration CONTRACTOR'S LICENSE	Sheryl Maxfield Director
Ohio License # 47288		Expiration Date: 12/23/2023
BRIAN P CHAMBERS THE BREWER GARRETT CO EMPLOYEE		
<i>Carol Ross</i>		<i>William Koester</i>
Carol A. Ross Board Secretary		William Koester Administrative Chairperson

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Mike DeWine Governor	Refrigeration CONTRACTOR'S LICENSE BRIAN P CHAMBERS THE BREWER GARRETT CO EMPLOYEE	Sheryl Maxfield Director
LICENSE MUST BE POSTED ON JOB SITE	Ohio License# 47288	LICENSE MUST BE POSTED ON JOB SITE
Expiration Date: December 23, 2023		
<i>Carol Ross</i>		<i>William Koester</i>
Carol A. Ross Board Secretary		William Koester Administrative Chairperson



**Department
of Commerce**

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board O.C.I.L.B.

Mike DeWine
Sheryl Maxfield

BRIAN P CHAMBERS
22647 Vine Ct
Rocky River, OH 44116-3768

Mike DeWine Governor	HVAC CONTRACTOR'S LICENSE	Sheryl Maxfield Director
Ohio License # 47288	Expiration Date: 12/23/2023	
BRIAN P CHAMBERS THE BREWER GARRETT CO EMPLOYEE		
<i>Carol Ross</i>		<i>William Koester</i>
Carol A. Ross Board Secretary		William Koester Administrative Chairperson

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Mike DeWine Governor	HVAC CONTRACTOR'S LICENSE BRIAN P CHAMBERS THE BREWER GARRETT CO EMPLOYEE	Sheryl Maxfield Director
LICENSE MUST BE POSTED ON JOB SITE	Ohio License# 47288	LICENSE MUST BE POSTED ON JOB SITE
	Expiration Date: December 23, 2023	
<i>Carol Ross</i>		<i>William Koester</i>
Carol A. Ross Board Secretary		William Koester Administrative Chairperson



hereby certifies that

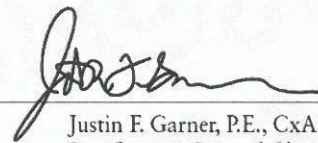
Domenic Paoletti, LEED AP, CEM
Heapy Engineering (Columbus)

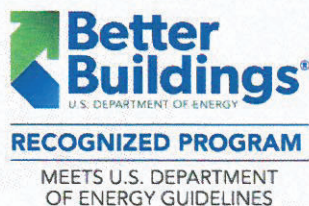
has met all prerequisites demonstrating independence and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG

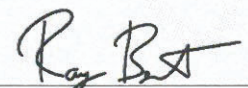
Certified Commissioning Authority

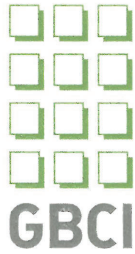
Registration number: 615-1340 . This certificate, valid only for the year 2020, is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook.




Justin F. Garner, P.E., CxA
Certification Council Chair




Ray Bert
ACG Executive Director



LEED® GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Joseph A. Ziska

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

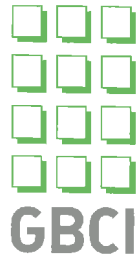


Flora

May 9, 2008
Date Issued

R.

S. Richard Fedrizzi, President and CEO



GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

H. Kelly Tisdale

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

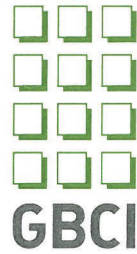
BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.



November 9, 2006

Date Issued

Peter Templeton, President



GREEN BUILDING CERTIFICATION INSTITU

HEREBY CERTIFIES THAT

Todd Glyde

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

Chairman

June 29, 2009

Date Issued

Peter Templeton, President



U.S. Green Building Council

HEREBY CERTIFIES THAT

Meg Webster (Bair)

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

MONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

Date Issued
November 9, 2006

S. Richard Pedrizzi, President, CEO and Founding Chairman

The U. S. Green Building Council

hereby certifies that

Ted Howell

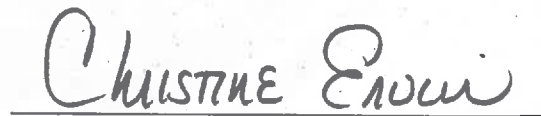
has successfully demonstrated knowledge of the
green building design and construction industry and the
Leadership in Energy and Environmental Design (LEED™) 2.0
Green Building Rating System, Resources and Process required
to be awarded the title of

LEED™ 2.0 Accredited Professional

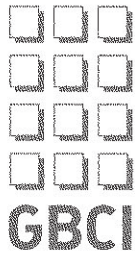




r, Chairman



Christine Ervin, President & CEO



GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Eric Betz

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.



April 3, 2009

Date Issued

Peter Templeton, President

CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES
IN MICHIGAN

RFP-RH-23-034

FORM 6 -

PROJECT
MANAGER



PROPOSAL FORM 6: KEY PERSONAL PROJECT MANAGER

Name: The Brewer-Garrett Company

Name: Gerard Prepetit

Title: Project Manager Team Lead

of Years with the Firm: 6 years

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: 20 years

Check All Relevant Experience:

General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades

Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Overhead Doors Glass Installation Steel Erection Concrete Floor

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Landscaping Fencing Earthwork/Site Work Demolition Painting

ATTACH RESUME Yes X

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Pat Higley **Title** Business Operations Manager

Telephone: 216-797-2910 Email Address: phigley@euclidschools.org

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Adam Yeomans **Title** Project Manager (National) American Red Cross

Telephone: 920-289-1590 Email Address: adam.yeomans@redcross.com

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GERARD PREPETIT

Project Manager Team Lead

e. gprepetit@brewer-garrett.com

p. 440.243.3535

a. 6800 Eastland Rd,
Middleburg Heights, OH 44130

20

years of experience

6

YEARS w/ BG

EDUCATION

BS Civil Engineering
*Michigan
Technological
University*

CERTIFICATIONS

Occupational Safety &
Health Administration:
30 Hour (**OSHA 30**)

MEMBERSHIPS

American Society of
Highway Engineers
(**ASHE**)

Construction
Managers Association
of America (**CMAA**)

ROLE RESPONSIBILITIES

Gerard controls all matters pertaining to assigned projects and owner satisfaction. He creates as-built drawings, operation and maintenance manuals, and related documents that are required for project close-out, while ensuring the approval process of drawing and equipment submittals is timely. He is responsible for acquiring and coordinating BG labor, equipment, tools, inventory, and deliveries and for documenting any changes in scope of work, including energy related revisions, developing pricing, and gaining approval from the customer. Gerard conducts job site meetings, prepares meeting minutes, and monitors the work to maintain schedule and budget requirements.

PROJECTS

COMMERCIAL

- American Red Cross, HVAC & Retro-Commissioning Project
- Consolidated Precision Products, North Shell, HVAC Modifications
- Country Pure Foods, Refrigeration System Upgrades

HIGHER EDUCATION

- Oberlin College, Hall Auditorium, Design-Build/Performance Contracting

K-12

- Edison Local School District, Design-Build Project
- Euclid City School District, HB 264, Energy Conservation Program
- Euclid City School District (ECSD), ORC 153, North Wing Upgrade, Design-Build Energy Project
- ECSD, Elementary, Middle, & High Schools, Commissioning & Retro-Commissioning
- Garfield Heights City School District, Energy Conservation Program

CITY OF ROCHESTER HILLS JOC SERVICES &
COOPERATIVE JOC PROGRAM FOR PUBLIC
AGENCIES IN MICHIGAN

RFP-RH-23-034

FORM 7 –
LEAD
SUPERINTENDENT



PROPOSAL FORM 7: KEY PERSONNEL LEAD SUPERINTENDENT

Name: The Brewer-Garrett Company

Name: Patrick Flannery

Title: Lead Superintendent

of Years with the Firm: 5 years

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: 6 years

Check All Relevant Experience:

General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades

Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Overhead Doors Glass Installation Steel Erection Concrete Floor

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Landscaping Fencing Earthwork / Site Work Demolition Painting

ATTACH RESUME Yes X

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Robert (Bob) Misbrener **Title** Project Manager II
Kent State University

Telephone: (330) 672-9653 Email Address: rmisbren@kent.edu

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Adam Yeomans **Title** Project Manager (National)
American Red Cross

Telephone: (920) 289-1590 Email Address: adam.yeomans@redcross.com

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PAT FLANNERY

Lead Superintendent

e. pflannery@brewer-garrett.com

p. 440.243.3535

a. 6800 Eastland Rd,
Middleburg Heights, OH 44130

6

years of experience

5

YEARS w/ BG

EDUCATION

BS Mechanical
Engineering
*The Ohio State
University*

CERTIFICATIONS

Occupational Safety &
Health Administration:
30 Hour (**OSHA 30**)

Certified SolidWorks
Associate (**CSWA**)

ROLE RESPONSIBILITIES

Pat is responsible for the quality control throughout the design and construction phases. He monitors the timely release and tracking of equipment and maintains program standardization. Pat focuses on schedule optimization and tracks the impact of changes on the program budget, all while coordinating pull planning to execute successfully accelerated schedules.

PROJECTS

COMMERCIAL

- American Red Cross, Akron, Chiller Replacement
- American Red Cross, Critical HVAC Infrastructure Upgrades
- NEORSD, District-Wide Energy Conservation & Management Project
- NEORSD, Southerly Building Heat Boiler System Upgrades
- OpenText, Data Center, Cooling System Installation, Phases I & IIA

HIGHER EDUCATION

- Cuyahoga Community College, Campus-Wide HVAC Infrastructure Upgrades

K-12

- Columbus City Schools, HB 153, "Operation: Fix It," Design-Build, Phase I
- Dayton Public Schools, Design-Build Renovations

CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES
IN MICHIGAN

RFP-RH-23-034

FORM 8 -

SAFETY
MANAGER



PROPOSAL FORM 8: KEY PERSONNEL SAFETY MANAGER

Name: The Brewer-Garrett Company

Name: Jon Erdmann

Title: Safety Manager

of Years with the Firm: 12 years

Experience with the Following Type of Construction Services:

X General Construction

X Mechanical, Electrical, and Plumbing

X Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: 23 years

Check All Relevant Experience:

X General Construction

X Roofing Replacement/Repair

X Mechanical Upgrades

X Electrical Upgrades

X Interior Renovation

X Asbestos abatement

X Exterior / Interior painting

X Boiler Replacement

X Bituminous Paving

X Concrete

X Masonry

X Exterior Facade

X Security Camera Installation

X Canopy Replacement/Repair

X Elevator Repair/Replacement

Escalator Repair/Replacement

X Overhead Doors

X Glass Installation

X Steel Erection

X Concrete Floor

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

X Duct bank repair / installation

X Outdoor light installation

X Fire Suppression System Installation

X Landscaping

X Fencing

X Earthwork / Site Work

X Demolition

X Painting

ATTACH RESUME Yes

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name: Bob Misbrener _____ **Title: Project Manager II** _____

Telephone: 330-672-3880 _____ Email Address: rmisbren@kent.edu _____

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name: Shehadeh Abdelkarim _____ **Title: Executive Director** _____

Telephone: 216-987-4899 _____ Email Address: shehadeh.abdelkarim2@tri-c.edu _____

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JONATHAN ERDMANN

Safety Manager

e. jerdmann@brewer-garrett.com

p. 440.243.3535

a. 6800 Eastland Rd,
Middleburg Heights, OH 44130

23

years of experience

12

YEARS w/ BG

EDUCATION

MBA

Cleveland State University

BS Mechanical Engineering

Purdue University

CERTIFICATIONS

Professional Engineer (PE): OH

Occupational Safety & Health Administration: 30 Hour (OSHA 30)

American Society for Health Care Engineering Certified Health Care Constructor (ASHE CHC)

ROLE RESPONSIBILITIES

Jonathan develops and implements site-specific safety plans and audits jobsites for compliance with OSHA, federal, state, and local regulations. He provides required training for specific tasks and develops weekly toolbox talks that are distributed to all required employees. Dean maintains BG's health and safety manual to ensure compliance with all current OSHA regulations.

PROJECTS

COMMERCIAL

- Alcoa, Heat Treat Process Water Recirculation, Utility Savings Project
- American Red Cross, Akron, Chiller Replacement
- Brewer-Garrett, Corporate HQ, Renovation with Energy-Saving Improvements
- Nordson, HVAC & Variable Air Volume (VAV) Replacements
- Rhodes Tower, Columbus, Infrastructure Replacement

HIGHER EDUCATION

- Cuyahoga Community College, HVAC Infrastructure Upgrades
- Hiram College, Energy Conservation Program, Performance Contract
- Kent State University, College of Podiatric Medicine, Energy Conservation Services
- Kent State University, Phase II, AHU Refurbishments & New Chiller
- University of Akron, Energy Conservation Program

K-12

- Dayton Public Schools, Service Building, HVAC & Building Automation System (BAS) Updates
- Medina City School District, Lighting Retrofit

LOCAL GOVERNMENT

- Chillicothe Correctional Institution, Energy Conservation Services
- City of North Olmsted, Recreation Center, Lighting Retrofit
- London & Madison Correctional Institution, Energy Conservation Services
- Marion Correctional Institution, Energy Conservation Services
- Southeastern Correctional Institution, Energy Conservation Services

CITY OF ROCHESTER HILLS JOC SERVICES
& COOPERATIVE JOC PROGRAM FOR
PUBLIC AGENCIES IN MICHIGAN

RFP-RH-23-034

FORM 9 -
COMPARABLE
CONSTRUCTION
EXPERIENCE



PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

✓ General Construction ✓ Mechanical, Electrical, and Plumbing ✓ Civil / Site Construction

Proponent's Name: The Brewer- Garrett Company

Agency / Client Name: Lorain County Community College (LCCC)

Project Name: College-Wide Design-Build Energy Conservation Project

Project Number: 19025

Project Value: \$16,324,388

Company Role: Sub-Contractor ✓ Prime JV Contractor

Agency Public ✓ Private

Location: Within State of Michigan

Estimated Self Performance (%): 53%

(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply.**)

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

This design-build project consisted of significant general construction and MEP work. The project scope included Central steam plant conservation to hot water, chilled water plant upgrades and optimization, significant Mechanical HVAC upgrades, lighting upgrades, building automation system upgrades, building envelope Improvements, water conservation measures, and electrical system upgrades.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Leo Mahoney

Title Physical Plant Operations Director

Telephone: 440-365-5222 x7218

Email Address: lmahoney@lorainccc.edu

Briefly describe the project: Attached additional page, if necessary.

Northeast Ohio's Lorain County Community College (LCCC) is in Elyria, Ohio. It was founded in 1963 and was the first community college in Ohio to have a permanent campus. The college offers associate degrees and certificates, but students are also able to earn bachelor's and master's degrees through partnerships that LCCC has with other Ohio universities. The college was the first in Ohio to have such a program.

LCCC decided to pursue a college-wide energy conservation and management program that would cover over 1.3 million square feet of the campus. This program helped to reduce operational costs as new equipment was more efficient, had a longer lifespan, and required less maintenance.

BG decentralized the central steam plant in order to convert to local hot water boilers. This eliminated the inefficiencies and the loss of water from converting steam. It also enables the school to plan for the future, as a decentralized campus provides flexibility to be installed anywhere.

BG optimized and upgraded the chilled water plant. Variable Frequency Drives (VFDs) were installed on the chilled water and condenser water pumps to allow the water movement to match the volume required by the end-users. It also allows the pumps to slow and save energy when the chillers are not operating at full load.

BG enhanced and upgraded the building automation system (BAS) as the previous system was no longer supported by Trane. A failure on the old system would have been catastrophic. BG incorporated a non-proprietary and fully open-protocol system with our 360 Analytics software that provides real time energy and equipment trends, identifies faults, and prioritizes opportunities for improvements.

PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

✓ General Construction ✓ Mechanical, Electrical, and Plumbing ✓ Civil / Site Construction

Proponent's Name: The Brewer- Garrett Company

Agency / Client Name: Shamokin Area School District

Project Name: Design-Build Energy Conservation Project

Project Number: 21036

Project Value: \$9,517,323

Company Role: Sub-Contractor ✓ Prime JV Contractor

Agency Public ✓ Private

Location: Within State of Michigan

Estimated Self Performance (%): 15%

(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply.**)

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

This design-build project consisted of significant general/site construction and MEP work. The project scope included AHU replacements, chilled water plant upgrades, natatorium system upgrades, pathogen mitigation improvements, hot water plant upgrades, electrical infrastructure upgrades, cooler & freezer improvements, Building automation system expansion, lighting upgrades, mechanical upgrades, retro-commissioning, and Building envelope improvements.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Dave Petrovich

Title Facility Manager

Telephone: 570-259-1609

Email Address: dpetrovich@indians.k12.pa.us

Briefly describe the project: Attached additional page, if necessary.

The Shamokin Area School District is a public school district located in Coal Township, PA, and has a population of nearly 2,200 students. The district requested a design-build, energy conservation project that would address areas throughout the elementary school and the combined middle school and high school. Brewer-Garrett developed a comprehensive plan to execute all requested and recommended capital improvements in a cost-effective manner that utilized a streamlined approach with extensive preconstruction planning.

BG expanded the chilled water system to increase cooling and pumping capacity in order to provide cooling to areas within the middle/high school. Much of the space had previously been conditioned by heat recovery units (HRUs) located on the roof that were past their ASHRAE life expectancy. The HRUs were replaced with new units to accommodate heating hot water and chilled water for their heating and cooling needs.

BG updated the heating hot water plant at the elementary school with new, fully condensing hot water boilers to meet heating demands. The boilers utilize natural gas as their primary fuel source; however, one of the existing boilers was left to serve as an emergency fuel oil backup. Two new building pumps with variable frequency drives (VFDs) were also installed to control the heating hot water flow throughout the facility.

BG performed building envelope upgrades throughout both facilities. Both schools experienced energy leaks through exterior doors and equipment causing higher energy usage to heat and cool. Door sweeps were added to exterior doors and windowpanes were resealed along with exterior electrical and mechanical penetrations.

BG conducted numerous interior and exterior lighting retrofits and upgrades. This included converting exterior metal arc and security lighting to LEDs. At the elementary school, LED tubes were installed to replace the T8 lighting in the classrooms. This was a significant savings as the existing lamps consumed energy at a higher rate, costing the school thousands of dollars a year in energy.

PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

✓ General Construction ✓ Mechanical, Electrical, and Plumbing ✓ Civil / Site Construction

Proponent’s Name: The Brewer- Garrett Company

Agency / Client Name: Eastpointe Community Schools

Project Name: Design-Build Energy Conservation Project

Project Number: 21034

Project Value: \$16,324,388

Company Role: Sub-Contractor ✓ Prime JV Contractor

Agency Public ✓ Private

Location: Within State of Michigan

Estimated Self Performance (%): 24%

(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply.**)

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

This design-build project consisted of significant general/site construction and MEP work. The project scope Included Heating and ventilation improvements, installation of new unit ventilators, boiler replacements, building Automation system upgrade, and lighting upgrades.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency’s contact: Name Robert Carlesso

Title Executive Director of Business Operations

Telephone: 586-533-3016

Email Address: robert.carlesso@eastpointeschools.org

Briefly describe the project: Attached additional page, if necessary.

Eastpointe Community Schools is a public school district located in Eastpointe, Michigan. The District has roughly 3,500 students spread across eight (8) schools. In 2021, Eastpointe Community Schools released a request for proposal (RFP) requesting a guaranteed energy savings performance contract to address mechanical, electrical, lighting, automation, and HVAC improvements. This program helped to save energy and reduce related costs throughout four (4) buildings encompassing 433,460 square feet.

BG refurbished four (4) heating and ventilation units at three (3) elementary schools and one (1) early learning center. This Energy Conservation Measure (ECM) saved significant costs as The District did not have to purchase new units. Two (2) packaged terminal air conditioners (PTAC) and five (5) unit ventilators were replaced at the high school.

BG upgraded the heating hot water plant at the elementary schools and early learning centers with two (2) new fully condensing hot water boilers to meet the heating demands of the building. The boilers at all three (3) elementary schools had an unconventional piping arrangement leaving all three (3) boilers to have an inconsistent inlet water temperature. A supply and return header were installed off the existing piping to ensure the same inlet water temperature was supplied to each new boiler. Controlling the inlet water temperature in condensing hot water boilers allows the boiler to operate more efficiently. The new boilers were set up to utilize existing natural gas as its primary fuel source. In addition, two (2) new building pumps with independent variable frequency drives (VFD) were installed to control heating hot water flow throughout the facility.

BG enhanced the building automation system (BAS) by installing a new BACnet communication trunk in the early learning center for increased temperature control. The communication trunk was tied into all the new equipment as well as the remaining major mechanical systems.

BG upgraded the lighting system at the District's Operations Center. Dated T-8's, incandescent bulbs, and metal halide suspended fixtures and wall packs were converted to LEDs. This provided the District with significant savings and decreased the life-cycle cost of the system. These improvements reduced utility costs and provided consistent and adequate lighting throughout the facility.

PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

✓ General Construction ✓ Mechanical, Electrical, and Plumbing ✓ Civil / Site Construction

Proponent's Name: The Brewer- Garrett Company

Agency / Client Name: Wayne County Schools

Project Name: Design-Build Energy Conservation Project

Project Number: 20036

Project Value: \$6,200,000

Company Role: Sub-Contractor ✓ Prime JV Contractor

Agency Public ✓ Private

Location: Within State of Michigan

Estimated Self Performance (%): 26%

(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply.**)

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

This design-build project consisted of significant general construction and MEP work. The project scope included Lighting upgrades, HVAC renovations, bus garage expansion, mechanical upgrades, electrical upgrades, building automation system upgrades, and building envelope improvements.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Todd Alexander

Title Superintendent

Telephone: 304-272-5116 x324

Email Address: talexander@k12.wv.us

Briefly describe the project: Attached additional page, if necessary.

Wayne County Schools (WCS) is one of the largest school districts in West Virginia, with roughly 6,800 students situated across 18 buildings. Through the School Building Authority of West Virginia, the Wayne County Board of Education (WCBOE) issued a request for proposals to implement critical HVAC infrastructure and energy improvements for the 2021 school year. Using a performance contracting delivery model, WCBOE aims to fund \$6.2 million-worth of deferred maintenance projects through the savings accrued by these improvements. After performing technical energy audits of WCS facilities and identifying solutions that would reduce energy and related costs to the County, BG was competitively selected to upgrade 18 facilities.

BG executed district-wide facility improvements such as replacing poorly insulated windows and retrofitting outdated interior/exterior lighting with high efficiency technologies. We also targeted buildings with urgent maintenance needs such as a High School experiencing system failures.

- To improve student comfort in the gymnasium, cafeteria, and auditorium, BG performed a complete HVAC renovation at the high school, a building with volatile, 40-year-old heating and cooling systems.
- The project's guaranteed savings will also allow WCS to expand their transportation facility, an undersized garage incapable of housing the District's now 90-passenger buses.

BG worked closely with WCBOE to co-author a project that addresses the County's goals and objectives without exceeding its finite budget. The savings generated by the project will either meet or exceed the District's annual debt service and, by the end of a 15-year period, return \$331,530 to their improvement's fund.

PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

✓ General Construction ✓ Mechanical, Electrical, and Plumbing ✓ Civil / Site Construction

Proponent's Name: The Brewer- Garrett Company

Agency / Client Name: Wa-Nee Community Schools

Project Name: Design-Build Energy Conservation Project

Project Number: 22010

Project Value: \$7,700,000

Company Role: Sub-Contractor ✓ Prime JV Contractor

Agency Public ✓ Private

Location: Within State of Michigan

Estimated Self Performance (%): 16%

(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply.**)

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

This design-build project consisted of significant general construction and MEP work. The project scope included Air quality upgrades (bi-polar ionization), building envelope improvements, lighting retrofits, HVAC equipment upgrades, and building automation system upgrades.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Scott Croner

Title Superintendent

Telephone: 574-773-3131

Email Address: scroner@wanee.org

Briefly describe the project: Attached additional page, if necessary.

Wa-Nee Community Schools is a K-12 School District located in Nappanee, Indiana with roughly 3,000 students situated across six (6) buildings. Wa-Nee issued a request for proposals to implement critical HVAC infrastructure, air purification and energy improvements for the 2021 school year. Using a performance contracting delivery model, Wa-Nee funded \$7.7 million worth of deferred maintenance projects through the savings accrued by these improvements. After performing technical energy audits of school facilities and identifying solutions that would reduce energy and related costs to the District, Brewer-Garrett (BG) was competitively selected to upgrade all three (3) district buildings.

BG executed facility improvements and indoor air quality upgrades such as Bi-Polar Ionization, Building Envelope, Lighting Retrofits and new HVAC Equipment over a total of 461,000 ft².

- To improve student comfort in all classrooms, BG performed complete HVAC renovations at the High School and Elementary School. These buildings had aging and unreliable heating and cooling systems.
- The project's upgrades will increase the life of District Buildings while improving the overall learning environment for students.

BG worked closely with Wa-Nee Community Schools to co-author a project that addressed the District's goals and objectives. Through multiple site visits and project development efforts, BG provided the District with unique and cost-effective solutions that earned their selection.

BG furnished Wa-Nee with an accurate, guaranteed maximum price at the time of our proposal. This means zero change orders based on scope and assumed all risk on behalf of the District — including any schedule changes that may have occurred as students transitioned in and out of virtual learning.

CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES
IN MICHIGAN

RFP-RH-23-034

FORM 10 -
COMPARABLE
JOC & IDIQ
EXPERIENCE



PROPOSAL FORM 10: COMPARABLE JOC/IDIQ EXPERIENCE

General

1. Agency Name: Equalis Group
2. Contract Number: COG-2141-MC5-C

Reference Information

3. Reference Name, Position: David Robbins, Director of Procurement
4. Address: 6001 Cochran Road, Suite 333

5. City, State, Zip Code: Cleveland, OH 44139
6. Phone Number: 216-478-1070
7. Email Address: [drobbins@equalisgroup.org](mailto:d Robbins@equalisgroup.org)

Contract Time:

8. Total Duration of Contract:* 2 years
9. Award Date: 2/6/2023
10. Expiration/Termination Date(or still active): 3/31/2025 (still active)

Contract Amounts:

11. Total Maximum Amount of Contract (all options):** N/A
12. Total Amount of Work Issued (\$): This is a new contract and BG has not been awarded any projects.
13. Total Number of Job Orders Issued (#): This is a new contract and BG has not been awarded any projects.

Key Personnel

14. Name and Position: Tadhg O’Crowley, Account Manager/Sales Lead
15. Name and Position: _____
16. Name and Position: _____
17. Name and Position: _____
18. Yes or No, did any of the key personnel proposed for this contract work on the contract referenced? Yes
19. If answer to the above question is “Yes” and if those individuals are not listed as key personnel above list the name and position below:

PROPOSAL FORM 10: COMPARABLE JOC/IDIQ EXPERIENCE

General

1. Agency Name: Equalis Group
2. Contract Number: COG-2146S

Reference Information

3. Reference Name, Position: David Robbins, Director of Procurement
4. Address: 6001 Cochran Road, Suite 333

5. City, State, Zip Code: Cleveland, OH 44139
6. Phone Number: 216-478-1070
7. Email Address: [drobbins@equalisgroup.org](mailto:d Robbins@equalisgroup.org)

Contract Time:

8. Total Duration of Contract:* 2 years
9. Award Date: 6/1/2023
10. Expiration/Termination Date(or still active): 5/31/2025 (still active)

Contract Amounts:

11. Total Maximum Amount of Contract (all options):** N/A
12. Total Amount of Work Issued (\$): This is a new contract and BG has not been awarded any projects.
13. Total Number of Job Orders Issued (#): This is a new contract and BG has not been awarded any projects.

Key Personnel

14. Name and Position: Tadhg O’Crowley, Account Manager/Sales Lead
15. Name and Position: _____
16. Name and Position: _____
17. Name and Position: _____
18. Yes or No, did any of the key personnel proposed for this contract work on the contract referenced? Yes
19. If answer to the above question is “Yes” and if those individuals are not listed as key personnel above list the name and position below:

CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES IN
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FORM 11 -
DIVERSITY
CERTIFICATION



PROPOSAL FORM 11: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Participating Public Agencies to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____

- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE Yes No
List certifying agency: _____

- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB Yes No
List certifying agency: _____

- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone Yes No
List certifying agency: _____

- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

CITY OF ROCHESTER HILLS JOC
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FORM 12 -
AGREEMENT
TO WORK IN
ALL REGIONS



PROPOSAL FORM 12: AGREEMENT TO WORK IN ALL REGIONS OF THE STATE

There are times that a Contractor may need to perform work for certain Participating Public Agency that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the Participating Public Agency. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes We agree to consider working in areas outside of the Geographic Region.

No We will NOT consider working outside of the Geographic Region.

Signature

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided below:

Name of Proposer: the Brewer-Garrett Company

City/State/Zip: Middleburg Heights, OH 44130

Telephone No.: 440-243-3535

If a partnership, names and addresses of partners:

N/A

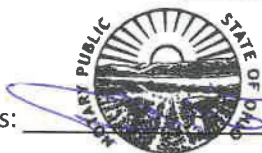
Notarized

Subscribed and sworn to before me this 25th day of August, 2023

Notary Public in and for the County of Cuyahoga

State of Ohio

My commission expires: July 11, 2025



Signature: [Handwritten Signature]

CITY OF ROCHESTER HILLS JOC SERVICES &
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FORM 13 -
VALUE ADD
QUESTIONNAIRE



PROPOSAL FORM 13: VALUE ADD QUESTIONNAIRE

Proposer must agree to work in cooperation with City of Rochester Hills and OMNIA Partners to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Participating Public Agencies. Proposer agrees to actively market in cooperation with the City and OMNIA Partners all available services to current and potential Participating Public Agencies. Proposer should provide the following information to the best of their abilities. It is understood that Proposer's will be of varying sizes and capacities and all Proposers are encouraged to submit.

- 1. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. If certifications and other documentation were already previously provided in above sections, there is no need to duplicate.**

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

BG's relevant certifications and licenses were provided in Form 5 of this response.

- 2. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as proposer/supplier's primary go to market strategy for Public Agencies to supplier's teams, including, but not limited to:**
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
 - b. Training and education of Supplier's employees (and if applicable sales force) with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

We commit to training our estimating team, executive leadership, and sales force on this program within the first 90 days of award. Our team will work closely with the OMNIA Partners sales team and the Gordian Group to set up training for our team.

We understand that maximizing the training provided by Gordian on the Job Order Contracting software will be paramount to the success of this program. Our estimating and sales team will be engaged in this training to ensure a full understanding of project development and to ensure that the Public Agencies are receiving quality solutions from our team.

- 3. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies,**

existing Public Agency customers of Supplier, as well as to prospective Public Agencies immediately upon award, that could include, but is not limited to:

- a. **Creation and distribution of a co-branded press release to trade publications**
- b. **Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
- c. **Design, publication and distribution of co-branded marketing materials within first 90 days**
- d. **Commitment to attendance and participation with OMNIA Partners at regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
- e. **Design and publication of regional advertising in trade publications throughout the term of the Master Agreement**
- f. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**
- g. **Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**
 - **OMNIA Partners standard logo;**
 - **Copy of original Request for Proposal;**
 - **Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;**
 - **Summary of Products and pricing;**
 - **Marketing Materials**
 - **Electronic link to OMNIA Partners' website including the online registration page;**
 - **A dedicated toll-free number and email address for OMNIA Partners**

Brewer-Garrett is happy to include the above ideas as a part of our strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies.

Additionally, Brewer-Garrett is currently partnered with a third-party outreach firm to assist in lead generation. Presently, our campaign is touching over 1100 public agencies consistently in the State of Michigan. If selected, a major part of our strategy to market the master agreement will be to highlight the benefits within our outreach campaign. We have had strong success since implementing this strategy and believe a Master Agreement with OMNIA Partners will be a large value add for potential public agency clients.

Nearly 90% of the projects BG has completed over the past 60 years have been within the public sector. As a result of this experience, combined with the fact that BG developed and is currently implementing a market share growth plan for the State of Michigan, we believe that we can provide significant value to the State of Michigan's public entities. BG also has multiple sales professionals that will be focused on building relationships and identifying opportunities in the State of Michigan.

4. **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

Brewer-Garrett currently holds a Master Agreement in the state of Michigan between the CCOG, and Equalis Group. This Master Agreement is somewhat limited in that it does not allow Brewer-Garrett to contract within the K-12 marketplace.

Brewer-Garrett plans to use the Master Agreement available through OMNIA partners to gain access to K-12 public agencies in the state of Michigan. The majority of projects we execute are for K-12 school districts and are crucial to our success as a company.

5. **Acknowledge Supplier agrees to provide its logo(s) to the City and OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.**

BG agrees to provide its logo(s) to the City and OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Additionally, BG acknowledges that use of OMNIA Partners logo will require permission for reproduction.

6. **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:**

- a. **Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- b. **Best government pricing**
- c. **No cost to participate**
- d. **Non-exclusive**

BG confirms that we will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials will use OMNIA Partners logo. Additionally, BG's sales initiatives will communicate, at a minimum, that the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency; the best government pricing; there is no cost to participate; and it is non-exclusive.

7. **Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:**

BG confirms that we will train our sales force on the Master Agreement. At a minimum, this sales training will include key features of the Master Agreement; a working knowledge of the solicitation process; an awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners; and knowledge of the benefits of using cooperative contracts.

8. Describe in detail how Supplier’s organization (and if applicable, sales force) is structured, including contact information for the highest-level executive in charge of the sales team.

- a. Explain in detail how the sales teams will work with Gordian and the OMNIA Partners team to implement, grow and service the program.**

Brewer-Garrett is a sales driven organization, with a team of 14 sales professionals dedicated to selling new projects and developing new opportunities with public owners. The majority of our work is owner direct work that has been developed by our sales team. Our sales team will be engaged to drive new business through this program and will work with Gordian and OMNIA Partners to develop the most effective ways to reach interested public sector entities.

Nearly 90% of the projects BG has completed over the past 60 years have been within the public sector. As a result of this experience, we believe that we can provide significant value to the State of Michigan’s public entities. BG will have multiple sales professionals that will be focused on building relationships and identifying opportunities in the State of Michigan.

9. Explain in detail how Supplier will manage the overall program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Brewer-Garrett will have a dedicated sales person to work with the City of Rochester Hills, OMNIA Partners, and the cooperative job order contracting program for public agencies in Michigan.

10. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 5 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Brewer-Garrett’s public agency sales for the previous fiscal year was \$21.9M.

11. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Brewer-Garrett uses Coins and Procore. We also have worked with many public owners who each have their own specific platforms. Our team has the experience to utilize any procurement/management platform that will be utilized through the City of Rochester Hills, OMNIA Partners, and the cooperative job order contracting program for public agencies in Michigan.

12. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- a. Respond with Master Agreement pricing (Contract Sales reported**

- to Gordian).
- b. **If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
 - c. **Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
 - d. **If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**
 - e. **Detail Supplier’s strategies under these options when responding to a solicitation.**

BG understands that the above options are available when responding to a solicitation for Products covered under the Master Agreement.

13. **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.**

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

BG’s relevant certifications and licenses were provided in Form 5 of this response.

14. **Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.**

Turnkey Solutions:

BG provides its customers with the resources of over 250 professionals. Our service starts at project inception and continues throughout the design, construction, training, service, and any energy auditing periods. During these phases, our team will be available to provide the necessary support for a turn-key project. In the typical construction approach, sometimes there are gaps in continuity as the job transitions from design to construction to maintenance and auditing. With BG, these potential gaps in continuity are eliminated. Our team will work closely with the customer and will be engaged throughout the life of any project.

In-House Resources:

BG’s in-house team includes project managers, estimators, design engineers, energy engineers, and controls experts. This collection of skillsets all retained by a single firm creates a streamlined project team. As a result, BG can provide a more thorough and customized solution while also guaranteeing no change orders (excluding customer-initiated change of scope). The in-house team’s cost benefits include:

In-House Development Engineering —BG self-performs all development engineering (mechanical, electrical, and energy). Conversely, other ESCOs are often required to hire third party engineering firms for the development and execution of construction documents. This requirement adds an unnecessary layer of markup to the contract. BG’s in-house engineering team eliminates this unnecessary markup.

In-House Design Engineers —BG engineers stamp their own drawings to safeguard control over project cost, design, and implementation. Further, this guarantees that the customer receives accurate timelines- a key component of BG’s cost-effective project implementation.

In-House Controls Team — BG self-performs all BAS/EMCS project scope in an ESPC. BG’s team can interface with any building automation system and overlay a non-proprietary, open-source platform that provides flexibility in future customer operations. This allows BG to act as a liaison between the client and the controls provider to ensure unnecessary scope is eliminated from the project. Our controls team regularly communicates with engineers and project managers to be sure that system features and settings align with all installed ECMs.

In-House O&M Capabilities — BG has an in-house service and operations team that has routinely staffed, serviced, and maintained customers’ facilities for the past 60 years. This O&M expertise provides operational knowledge that benefits all facets of construction planning. This additional resource available to the BG construction personnel helps reduce construction risks and ultimately lowers ECM implementation costs.

15. **If applicable, provide details of and propose additional discounts for volume orders, special manufacturer’s offers, minimum order quantity, total annual spend.**

N/A

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CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES IN
MICHIGAN

RFP-RH-23-034

FORM 14 -
FEDERAL
FUNDS
CERTIFICATION
FORM



PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORM

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a;

or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from

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a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JLZ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JLZ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JLZ Initials of Authorized Representative of offeror

voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JLZ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JLZ Initials of Authorized Representative of offeror

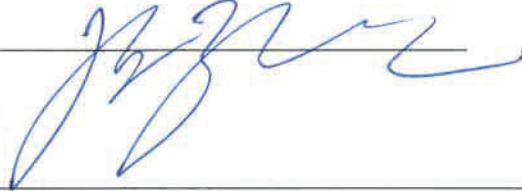
RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JLZ Initials of Authorized Representative of offeror

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Signature of Authorized Representative: _____



Date: 8/29/2023

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror’s personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JLZ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JLZ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JLZ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Offeror's Name:

The Brewer-Garrett Company

Address, City, State, and Zip Code:

6800 Eastland Rd. Middleburg Heights, OH 44130

Phone Number: 440-243-3535

Fax Number: 440-243-9993

Printed Name and Title of Authorized

Representative: Jeffrey Zellers, Vice President

Email Address:

jzellers@brewer-garrett.com

Signature of Authorized Representative:



Date: 8/29/2023

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CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES
IN MICHIGAN

RFP-RH-23-034

FORM 15 -
FEMA &
ADDITIONAL
FUNDING



PROPOSAL FORM 15: FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s

regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.
- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a.** Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c.**

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- d. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- e. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- f. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- g. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such

litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- h.** Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- i.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- j.** Requirements. If applicable, the non-federal entity must do the following:

 - i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all

suspected or reported violations to the Federal awarding agency.

- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- k. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- l. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- m. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person

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employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- d. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- e. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management

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Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

- f. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- g. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- h. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- i. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public

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Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- j. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- k. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- l. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the

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contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- m. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- n. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- o. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- p. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- q. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, The Brewer-Garrett Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official
Jeffrey Zellers

Name and Title of Contractor's Authorized Official

8/29/2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- r. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- s. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- t. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- u. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this

contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- c. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- d. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- e. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- f. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- g. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- h. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- i. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- j. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- k. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- i. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- m. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- n. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- o. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

- p. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.
- q. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.
- r. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
- s. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.
- t. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.
- u. Any contracts or subcontracts in excess of \$2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

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- v. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: The Brewer-Garrett Company

Address, City, State, and Zip Code:
6800 Eastland Rd. Middleburg Heights, OH 44130

Phone Number: 440-243-3535 Fax Number: 440-243-9993

Printed Name and Title of Authorized Representative:
Jeffrey Zellers, Vice President

Email Address: jzellers@brewer-garrett.com

Signature of Authorized Representative: 

Date: 8/29/2023

CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES
IN MICHIGAN

RFP-RH-23-034

FORM 16 -

SIGNATURE
FORM



PROPOSAL FORM 16: SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this Proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

<u>The Brewer-Garrett Company</u> Company	<u>Jeffrey Zellers</u> Authorized Representative (print)
<u>6800 Eastland Rd. Middleburg Heights, OH 44130</u> Address	 Signature
<u>Address, continued</u>	<u>Vice President</u> Title (print)
<u>Tadhg O'Crowley</u> Name of Firm's Contract Administrator	<u>440-971-0505</u> Phone Number of Authorized Representative
<u>440-971-0521</u> Phone Number of Firm's Contract Administrator	<u>jzellers@brewer-garrett.com</u> E-mail Address of Authorized Representative
<u>tocrowley@brewer-garrett.com</u> E-mail Address of Firm's Contract Administrator	<u>34-0836142</u> Federal I.D. Number

The term of the Master Agreement will be three (3) years following the contract award date with the option to renew for two (2) additional one (1) year periods. The anticipated full term of the contract is five (5) years.

City of Rochester Hills Authorized Agent

Date

Print Name

CITY OF ROCHESTER HILLS JOC SERVICES &
COOPERATIVE JOC PROGRAM FOR PUBLIC AGENCIES IN
MICHIGAN

RFP-RH-23-034

FORM 17 - ACKNOWLEDGEMENT OF ADDENDA



PROPOSAL FORM 17: ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. 1, Dated 7/28/2023

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

CITY OF ROCHESTER HILLS JOC
SERVICES & COOPERATIVE JOC
PROGRAM FOR PUBLIC AGENCIES
IN MICHIGAN

RFP-RH-23-034

COST
PROPOSAL
FORMS



COST PROPOSAL FORM 1: THE ADJUSTMENT FACTORS CITY OF ROCHESTER HILLS

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing

CONTRACTOR NAME: The Brewer-Garrett Company

City of Rochester Hills JOC Program:

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

1	.	1	9	1	6
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With Administrative Fees:

1	.	2	1	2	7
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With Administrative Fees:

1	.	1	8	7	5
---	---	---	---	---	---

(Specify to four decimal places)

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4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

1	.	1	9	8	5
---	---	---	---	---	---

(Specify to four decimal places)

5. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

1	.	2	4	1	6
---	---	---	---	---	---

6. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	7	5	3	2
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an JOC System Fee in calculating the Offeror’s Adjustment Factors. The JOC System Fee will be calculated at the rate of 1.0% of the total Purchase Order Price.**

(The rest of this page is intentionally left blank)

COST PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJ. FACTOR CITY OF ROCHESTER HILLS

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing

CONTRACTOR NAME: The Brewer-Garrett Company

City of Rochester Hills JOC Program

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.1916</u>
Line 2.	Multiply Line 1 by .60	<u>0.1787</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2127</u>
Line 4.	Multiply Line 3 by .15	<u>0.1213</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1875</u>
Line 6.	Multiply Line 5 by .15	<u>0.7125</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1985</u>
Line 8.	Multiply Line 7 by .5	<u>0.1199</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2416</u>
Line 10.	Multiply Line 9 by .5	<u>0.6208</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.7532</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hills that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 3: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #1

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company

GEOGRAPHIC REGION: Region #1 Upper Peninsula Michigan

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 7. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

7.A Adjustment Factor With Administrative Fees:

1	.	2	5	1	6
---	---	---	---	---	---

(Specify to four decimal places)

- 8. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

8.A Adjustment Factor With Administrative Fees:

1	.	2	8	2	7
---	---	---	---	---	---

(Specify to four decimal places)

- 9. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

9.A Adjustment Factor With Administrative Fees:

1	.	2	3	7	5
---	---	---	---	---	---

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

10. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

10.A Adjustment Factor With Administrative Fees:

1	.	2	6	8	5
---	---	---	---	---	---

(Specify to four decimal places)

11. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

11.A Adjustment Factor With Administrative Fees:

1	.	3	1	1	6
---	---	---	---	---	---

12. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	8	4	1	2
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 4: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #1

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company
GEOGRAPHIC REGION: Region #1 Upper Peninsula Michigan

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2516</u>
Line 2.	Multiply Line 1 by .15	<u>0.1877</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2827</u>
Line 4.	Multiply Line 3 by .10	<u>0.1282</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2375</u>
Line 6.	Multiply Line 5 by .60	<u>0.7425</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2685</u>
Line 8.	Multiply Line 7 by .10	<u>0.1269</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.3116</u>
Line 10.	Multiply Line 9 by .5	<u>0.6558</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.8412</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 5: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #2

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company

GEOGRAPHIC REGION: Northern Michigan Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

13. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

13.A Adjustment Factor With Administrative Fees:

1	.	2	4	1	6
---	---	---	---	---	---

(Specify to four decimal places)

14. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

14.A Adjustment Factor With Administrative Fees:

1	.	2	7	2	7
---	---	---	---	---	---

(Specify to four decimal places)

15. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

15.A Adjustment Factor With Administrative Fees:

1	.	2	2	7	5
---	---	---	---	---	---

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

16. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

16.A Adjustment Factor With Administrative Fees:

1	.	2	5	8	5
---	---	---	---	---	---

(Specify to four decimal places)

17. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

17.A Adjustment Factor With Administrative Fees:

1	.	3	0	1	6
---	---	---	---	---	---

18. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	8	2	6	7
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 6: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #2

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company
GEOGRAPHIC REGION: Northern Michigan Region #2

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2416</u>
Line 2.	Multiply Line 1 by .15	<u>0.1862</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2727</u>
Line 4.	Multiply Line 3 by .10	<u>0.1273</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2275</u>
Line 6.	Multiply Line 5 by .60	<u>0.7365</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2585</u>
Line 8.	Multiply Line 7 by .10	<u>0.1259</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.3016</u>
Line 10.	Multiply Line 9 by .5	<u>0.6508</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.8267</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 7: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #3

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company

GEOGRAPHIC REGION: Western Region #3

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

19. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

19.A Adjustment Factor With Administrative Fees:

1	.	2	3	1	6
---	---	---	---	---	---

(Specify to four decimal places)

20. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

20.A Adjustment Factor With Administrative Fees:

1	.	2	6	2	7
---	---	---	---	---	---

(Specify to four decimal places)

21. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

21.A Adjustment Factor With Administrative Fees:

1	.	2	3	7	5
---	---	---	---	---	---

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

22. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

22.A Adjustment Factor With Administrative Fees:

1	.	2	4	8	5
---	---	---	---	---	---

(Specify to four decimal places)

23. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

23.A Adjustment Factor With Administrative Fees:

1	.	2	9	1	6
---	---	---	---	---	---

24. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	8	2	4	2
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 8: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #3

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company

GEOGRAPHIC REGION: **Western Michigan Region #3**

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2316</u>
Line 2.	Multiply Line 1 by .15	<u>0.1847</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2627</u>
Line 4.	Multiply Line 3 by .10	<u>0.1263</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2375</u>
Line 6.	Multiply Line 5 by .60	<u>0.7425</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2485</u>
Line 8.	Multiply Line 7 by .10	<u>0.1249</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2916</u>
Line 10.	Multiply Line 9 by .5	<u>0.6458</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.8242</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

No assurances are made by The City of Rochester Hills that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 9: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #4

CONTRACT CATEGORY:

- General Construction
 Mechanical, Electrical, and Plumbing
 Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company

GEOGRAPHIC REGION: Central Michigan Region #4

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

25. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

25.A Adjustment Factor With Administrative Fees:

1	.	2	2	1	6
---	---	---	---	---	---

(Specify to four decimal places)

26. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

26.A Adjustment Factor With Administrative Fees:

1	.	2	5	2	7
---	---	---	---	---	---

(Specify to four decimal places)

27. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

27.A Adjustment Factor With Administrative Fees:

1	.	2	0	7	5
---	---	---	---	---	---

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

28. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

28.A Adjustment Factor With Administrative Fees:

1	.	2	3	8	5
---	---	---	---	---	---

(Specify to four decimal places)

29. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

29.A Adjustment Factor With Administrative Fees:

1	.	2	8	1	6
---	---	---	---	---	---

30. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	7	9	7	7
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 10: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #4

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company
GEOGRAPHIC REGION: Central Michigan Region #4

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2216</u>
Line 2.	Multiply Line 1 by .15	<u>0.1832</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2527</u>
Line 4.	Multiply Line 3 by .10	<u>0.1253</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2075</u>
Line 6.	Multiply Line 5 by .60	<u>0.7245</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2385</u>
Line 8.	Multiply Line 7 by .10	<u>0.1239</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2816</u>
Line 10.	Multiply Line 9 by .5	<u>0.6408</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.7977</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 11: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #5

CONTRACT CATEGORY:

- General Construction
 Mechanical, Electrical, and Plumbing
 Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company

GEOGRAPHIC REGION: Flint/Tri Cities Michigan Region #5

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

31. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

31.A Adjustment Factor With Administrative Fees:

1	.	2	2	1	6
---	---	---	---	---	---

(Specify to four decimal places)

32. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

32.A Adjustment Factor With Administrative Fees:

1	.	2	5	2	7
---	---	---	---	---	---

(Specify to four decimal places)

33. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

33.A Adjustment Factor With Administrative Fees:

1	.	2	0	7	5
---	---	---	---	---	---

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

34. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

34.A Adjustment Factor With Administrative Fees:

1	.	2	3	8	5
---	---	---	---	---	---

(Specify to four decimal places)

35. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

35.A Adjustment Factor With Administrative Fees:

1	.	2	8	1	6
---	---	---	---	---	---

36. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	7	9	7	7
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 12: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #5

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company
GEOGRAPHIC REGION: : Flint/Tri Cities Michigan Region #5

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2216</u>
Line 2.	Multiply Line 1 by .15	<u>0.1832</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2527</u>
Line 4.	Multiply Line 3 by .10	<u>0.1253</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2075</u>
Line 6.	Multiply Line 5 by .60	<u>0.7245</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2385</u>
Line 8.	Multiply Line 7 by .10	<u>0.1239</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2816</u>
Line 10.	Multiply Line 9 by .5	<u>0.6408</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.7977</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 13: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #6

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company

GEOGRAPHIC REGION: Southeast Michigan Region #6

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

37. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

37.A Adjustment Factor With Administrative Fees:

1	.	2	2	1	6
---	---	---	---	---	---

(Specify to four decimal places)

38. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

38.A Adjustment Factor With Administrative Fees:

1	.	2	5	2	7
---	---	---	---	---	---

(Specify to four decimal places)

39. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

39.A Adjustment Factor With Administrative Fees:

1	.	2	0	7	5
---	---	---	---	---	---

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

40. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

40.A Adjustment Factor With Administrative Fees:

1	.	2	3	8	5
---	---	---	---	---	---

(Specify to four decimal places)

41. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

41.A Adjustment Factor With Administrative Fees:

1	.	2	8	1	6
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42. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	7	9	7	7
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(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 14: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #6

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil / Site Construction

CONTRACTOR NAME: The Brewer-Garrett Company

GEOGRAPHIC REGION: Southeast Michigan Region #6

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2216</u>
Line 2.	Multiply Line 1 by .15	<u>0.1832</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2527</u>
Line 4.	Multiply Line 3 by .10	<u>0.1253</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2075</u>
Line 6.	Multiply Line 5 by .60	<u>0.7245</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2385</u>
Line 8.	Multiply Line 7 by .10	<u>0.1239</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2816</u>
Line 10.	Multiply Line 9 by .5	<u>0.6408</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.7977</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.



Brewer-Garrett
brewer-garrett.com



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Dayton/Xenia

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Little Rock

1301 Westpark Dr
Little Rock, AR 72204

The Brewer-Garrett Company promises innovation that will exceed your expectations. For 60 years, we've used our in-house expertise to develop customized solutions for our customer's unique facility needs.

We attribute our excellence in customer service to three distinct assets: we have the best people, programs, and technology.

First and foremost, our highly experienced team makes our company as great as it is. We make a point to hire people who inspire and innovate, and we're sure you'll be convinced of that when you work with us. Our associates are constantly searching for the most efficient solutions to benefit both you and the environment.

And because of the ongoing training we offer, those talented associates are always improving. We provide extensive in-house programs to keep our team members up-to-date about emerging methods and new techniques so they come ready to face any and every challenge your project poses.

Finally, we only use state-of-the-art technology. We embrace change because we know every challenge requires a unique response. With our custom, comprehensive solutions, you'll find that all your needs are addressed, and you'll see results both immediately and in the long term.