



KEY CONTRACT TERMS

For

Master Agreement 2024-JC-910-122624-B

<u>Contract Between:</u>	Jackson County and Brickworks Property Restoration, LLC
<u>Contract Purpose:</u>	Master Agreement for Masonry Restoration Services for the Historic Michigan State Prison Wall
<u>Contract Number:</u>	2024-JC-910-122624-B
<u>RFP Number:</u>	JC-910-122624
<u>Contractor Name:</u>	Brickworks Property Restoration, LLC
<u>Contractor Address:</u>	35122 Cordelia Street Clinton Township, MI 48035
<u>Contractor Telephone:</u>	586-868-3234
<u>Contract Administrator:</u>	James E. Shotwell, Jr Chairman Jackson County Board of Commissioners
<u>Contract Period:</u>	June 17, 2025 – June 16, 2030
<u>Pricing:</u>	Refer to Attachments
<u>Administrative Fee:</u>	2%
<u>Terms & Conditions:</u>	Refer to Section 3
<u>Payment Options:</u>	Purchase Order or Direct Voucher



CoPro+

MAC

Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR:

JACKSON COUNTY:

Brickworks Property Restoration James E. Shotwell, Jr / Chairman

Firm Name

James E. Shotwell

Authorized Representative Signature

Name/Title

James E. Shotwell

Authorized Signature

Jeremiah Campbell

Print Name/Title

Managing Member

7/22/25

Date

7/22/25



SECTION ONE: CONTRACT REQUIREMENTS

1.1 Scope of Work

- a) Company will complete restoration of the Historic Michigan Prison Wall per the attached plans, drawings and specifications.
- b) Contractor Responsibilities
 1. Contractor is responsible for all necessary labor, equipment, and transportation and material costs incurred to fulfill contract per provided plans, specifications, and permits not specifically outlined as Jackson County's responsibility.
 2. Contractor is responsible for thorough review and understanding of all plans, permits, and requirements outlined.
 3. Contractor must be able to provide construction services during the hours of 7:00 am to 6:00 pm EST. It will be the Contractor's responsibility to determine shift times. Contractor may request work extended hours each day, and/or seven (7) days per week in order to ensure timely completion of the project.
 4. Contractor must supply an adequate number of properly trained and equipped personnel capable of completing the project by the designated deadline.
 5. Safety Measures: Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all necessary safeguards for the protection of the personnel and public.
 6. Contractor shall be responsible for supplying and placing signage, barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, County employees, and clients, surrounding areas, equipment and vehicles. The flow of traffic shall not be impeded at any time during the contract. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the contract.

1.2 Service Capabilities

- a) Communication Plan/Contract Management



- i) Communication regarding contract performance is on-going via regular communications with the Account Representatives.
- b) Primary Account Representatives

For the Contractor:

Jeremiah Campbell
Brickworks Property Restoration,
LLC
35122 Cordelia Street
Clinton Township, MI 48035
Phone: 586-868-3234
Email:jeremiah@brickworksmi.com

For the County:

James E. Shotwell, Jr
Jackson County Chairman of the
Board
120 W. Michigan Ave
Jackson, MI. 49201
Phone: 517-788-4335
Email: jshotwell@mijackson.org

1.3 Payment/Delivery/Inspection

All services furnished must be in conformity with the Jackson County specifications and will be subject to inspection and acceptance by Jackson County.

Payments will be made upon submission of monthly progress reports by the vendor and approval by Jackson County.



SECTION 2.0 – PRICING REQUIREMENTS & SCHEDULE

2.1 Pricing Schedule

2.1.1 Payments will be made upon submission of monthly progress reports by the vendor and approval by Jackson County.

2.1.2 Tax Excluded from Price

(a) **Sales Tax:** Jackson County is exempt from sales tax for direct purchases. The contractor's prices must not include sales tax.

(b) **Federal Excise Tax:** Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the contractor's prices must not include the Federal Excise Tax.

2.2 Administrative Fee

All pricing submitted to Jackson County and its participating entities shall include 2.0% remittance fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Jackson County/CoPro+. All price changes shall be presented to Jackson County for acceptance, using the same format as was accepted in the original contract.



SECTION 3.0 - TERMS AND CONDITIONS

1. Jackson County Rights & Responsibilities

Jackson County has the right to amend the contract by one or more written addendums. Jackson County is responsible only for that which is expressly stated in the contract document and any authorized written addenda thereto.

2. Laws

2.1 General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

2.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

2.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Jackson County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

2.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., Jackson County must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Jackson County, in relation to the Contract, must not enter into a contract with a Subcontractor,



manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Jackson County may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

2.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Jackson County must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify Jackson County in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) Jackson County may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Jackson County may remove the Hazardous Material, render it harmless, or terminate the affected work for Jackson County's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

2.7 Freedom of Information

This Contract and all information submitted to Jackson County by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

2.8 Abusive Labor Practices

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by



any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

3. General Provisions

3.1 Bankruptcy and Insolvency

Jackson County may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Jackson County deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by Jackson County. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating Jackson County ownership.

3.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and this Contract or the project to which it relates will not be made without prior approval by Jackson County, and only in accordance with the instructions from Jackson County

3.3 Antitrust Assignment

The Contractor assigns to Jackson County any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the contract.

3.4 Legal Effect

Jackson County is not liable for costs incurred by the Contractor or for payment(s) under this contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

3.5 Entire Agreement

This contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this contract are incorporated in their entirety and form part of this contract.

3.6 Order of Precedence

Any inconsistency in the terms associated with this contract will be resolved by giving precedence to the terms in the following descending order:



- (a) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability);
- (b) The most recent Statement of Work related to this contract;
- (c) All sections from Section 4 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the contract; and
- (f) Proposer Responses contained in any of the RFP documents.

3.7 Headings

The captions and section headings used in this contract are for convenience only and may not be used to interpret the scope and intent of this contract.

3.8 Reformation and Severability

Each provision of the contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the contract remain in full force and effect.

3.9 Approval

Unless otherwise provided in this contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

3.10 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the contract.

3.11 Survival

The provisions of this contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this contract.

3.12 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with Jackson County and its agents and other contractors, including Jackson County's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

3.13 Relationship of the Parties

The relationship between Jackson County and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Jackson County. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.



3.14 Time of Performance

(a) The Contractor must immediately notify Jackson County upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Jackson County-approved delivery schedule and must inform Jackson County of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by Jackson County has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Jackson County and, to the extent practicable, continue to perform its obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Jackson County

3.15 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Jackson County reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Jackson County, Jackson County may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Jackson County must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Jackson County as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the



effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

3.16 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

3.17 Examination of Records

Jackson County, upon 10 days' notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. Jackson County does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

3.18 Audit Resolution

If necessary, the Contractor and Jackson County will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and Jackson County must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

3.19 Errors

(a) If an audit reveals any financial errors in the records provided to Jackson County, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between Jackson County's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

3.20 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation proceeding;



- (iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to Jackson County from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any proceeding that is disclosed to Jackson County or of which Jackson County otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:

- (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
- (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Jackson County all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

3.21 Other Disclosures

The Contractor must notify Jackson County Administrator within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

4. Insurance

The Contractor, at its own expense, shall provide insurance coverage along with a certificate naming the County as an insured party for the project and scope of work. The following specific conditions shall apply:

Prior to the commencement of activities, such vendors shall provide a Certificate of Insurance with the following provisions.

Certificate Holder:	County of Jackson County Administrator/Controller's Office 6th Floor 120 West Michigan Avenue Jackson, Michigan 49201
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The foregoing is considered minimum acceptable coverages and limits. For specific circumstances, determined solely at the option of the County of Jackson and its boards, commissions, or agencies, other insurance coverages or higher limits of liability, may be required.



Contractors working for the County of Jackson shall maintain and pay for such insurance as will provide protection from any or all claims which may arise or result from the activities of such contractors, whether such activities be by themselves, or by subcontractors, or by anyone directly or indirectly employed by them including the following:

- a. Claims under Workers' Compensation acts and other employee benefit acts.
- b. Claims for damages because of Bodily Injury, including death, or Property Damage to any third party, arising from the work performed by the contractor or any subcontractor.
- c. Claims for damages under any provision of the Michigan No-Fault law
- d. Other insurance as may be required at the request of Jackson County
- e. Prior to the commencement of any activity, and during the entire duration of the contract, the contractor(s) shall provide a Certificate of Insurance with the following minimum coverage and provisions.
- f. Workers' Compensation Insurance: including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- g. Commercial General Liability Insurance: on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 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, if not already included: (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions.
- h. Motor Vehicle Liability: including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- i. Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be Additional Insured: The County of Jackson, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- j. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Name and address of responsible party)."



All contractors and subcontractors hereby agree to the following indemnification and hold harmless agreement:

To the fullest extent permitted by law, contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the County of Jackson, its elected and appointed officials, employees and volunteers against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the County of Jackson by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of any and all work performed by the contractor.

5. Warranties

5.1 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.
- (b) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to Jackson County by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to Jackson County the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Jackson County, nor their use by Jackson County, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
- (d) If the Contractor procures any equipment, software, or other Deliverable(s) for Jackson County (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Jackson County or its designees, or afford Jackson County the benefits of, any manufacturer's warranty for the Deliverable(s).
- (e) The contract signatory has the authority to enter into this contract on behalf of the Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Jackson County or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify Jackson County about the nature of any conflict or appearance of impropriety within two days of learning about it.
- (h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Jackson



County would be influenced. The Contractor must not attempt to influence any Jackson County employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Proposer for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other Proposer before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to Jackson County in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to Jackson County by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify Jackson County Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

5.2 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this contract.

5.3 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to Jackson County. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Jackson County, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

5.4 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 4.6, Warranties, the breach may be considered a material default.

6. Contract Administration



6.1 Issuing Office

This Contract is issued by Jackson County. Jackson County Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator is identified in Section 1.2.

6.2 Contract Administrator

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

6.3 Contract Changes

(a) If Jackson County requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify Jackson County before performing the requested activities. If the Contractor fails to notify Jackson County, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Jackson County, retract any out-of-scope work that would adversely affect the contract.

(b) Jackson County or the Contractor may propose changes to the contract. If the Contractor or Jackson County requests a change to the Deliverable(s) or if Jackson County requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Jackson County Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the contract (Contract Change Notice).

(c) No proposed change may be performed until Jackson County issues a duly executed Contract Change Notice for the proposed change.

6.4 Price Changes

Prices quoted on all bids, are the maximum for a period of 365 days from the date the contract becomes effective. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) Jackson County may request a review upon 30 days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.



- (d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Jackson County may elect to exercise the next one-year option, if available.
- (e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Jackson County may eliminate all remaining contract renewal options.
- (f) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

6.5 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

6.6 Assignments

- (a) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. Jackson County may, however, assign this contract to any other Jackson County department without the prior approval of the Contractor.
- (b) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify Jackson County and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. Jackson County may withhold approval from proposed assignments, subcontracts, or novations if Jackson County determines, in its sole discretion, that the transfer of responsibility would decrease Jackson County's likelihood of receiving performance on the contract or Jackson County's ability to recover damages.
- (c) If Jackson County permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

6.7 Criminal Background Checks

Supplier hereby certifies that any employees, subcontractors and volunteers of the Supplier who will have duties related to the contracted services; have passed a criminal history background check.

7. Stop Work Order & Termination

7.1 Stop Work Order

Jackson County may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Jackson County must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.



7.2 Termination of Stop Work Order

The Contractor must resume work if Jackson County terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to Jackson County; provided that, Jackson County may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 4.7.3, Contract Changes.

7.3 Allowance of the Contractor's Costs

If Jackson County fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 7.6, Termination by Jackson County, and Jackson County will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Jackson County is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 7.1, Stop Work.

7.4 Notice and Right to Cure

If the Contractor breaches the Contract, and Jackson County, in its sole discretion, determines that the breach is curable, Jackson County will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. Jackson County does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Jackson County determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

7.5 Termination for Cause

(a) Jackson County may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by Jackson County

(b) The Contractor must pay all reasonable costs incurred by Jackson County in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs Jackson County incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If Jackson County partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. Jackson County must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related



provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If Jackson County terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

7.6 Termination for Convenience

Jackson County may fully or partially terminate this Contract for its convenience if Jackson County determines that a termination is in Jackson County's best interest. Reasons for the termination are within the sole discretion of Jackson County and may include:

- (a) Jackson County no longer needs the deliverable(s) specified in this Contract;
- (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Jackson County;
- (c) unacceptable prices for Contract changes; or
- (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by Jackson County. Jackson County may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If Jackson County chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

7.7 Termination for Criminal Conviction

Jackson County may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Jackson County, public, or private Contract or subcontract.

7.8 Rights and Obligations upon Termination

- (a) If Jackson County terminates this Contract for any reason, the Contractor must:
 - (i) stop all work as specified in the notice of termination;
 - (ii) take any action that may be necessary, or that Jackson County may direct, to preserve and protect deliverable(s) or other Jackson County property in the Contractor's possession;
 - (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Jackson County;
 - (iv) transfer title in and deliver to Jackson County, unless otherwise directed, all deliverable(s) intended to be transferred to Jackson County at the termination of the Contract (which will be provided to Jackson County on an "As-Is" basis except to the extent Jackson County compensated the Contractor for warranty services related to the materials);
 - (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
 - (vi) take all appropriate action to secure and maintain Jackson County information confidentially.



(b) If Jackson County terminates this Contract under Section 4.9.6, Termination for Convenience, Jackson County must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Jackson County. All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Jackson County, become Jackson County's property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Jackson County is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.

(c) If Jackson County terminates this contract for any reason, Jackson County may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as Jackson County deems expedient.

7.9 Reservation of Rights

In the event of any full or partial termination of this contract, each party reserves all rights or remedies otherwise available to the party.

7.10 Contractor Transition Responsibilities

If this Contract terminates under, Termination by Jackson County, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Jackson County or a third party designated by Jackson County within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

7.11 Termination by Contractor

If Jackson County breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Jackson County with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if Jackson County: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach.



MAC

Attachments

Brickworks Proposal

Signed Addendums

Pricing Sheet



4-7-2025

Jackson County
Purchasing Department

To whom it may concern,

On behalf of Brickworks Property Restoration, I am pleased to submit our proposal for RFP JC-910-122624 – Masonry Restoration Services. Since our inception in 2004, Brickworks has become a trusted leader in historical restoration and masonry services. With extensive experience across a broad range of masonry projects, we are confident in our ability to deliver exceptional service and craftsmanship to Jackson County.

At Brickworks, we specialize in providing high-quality, custom masonry solutions that preserve the integrity of historic structures while ensuring long-term durability and functionality. Our team is skilled in all aspects of masonry restoration, including stone, brick, and mortar repair, as well as other related services. We have successfully completed numerous projects for municipal, commercial, and private clients, and we look forward to the opportunity to work with Jackson County.

Thank you for considering our proposal. We are excited about the prospect of collaborating with you to meet your masonry restoration needs, and we are committed to delivering a solution that exceeds your expectations. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Clifford Freitas".

Clifford Freitas
Project Manager
Brickworks Property Restoration



2. Executive Summary

Executive Summary

Brickworks Property Restoration is proud to submit our proposal in response to RFP JC-910-122624 – Masonry Restoration Services. We have over 20 years of experience in providing high-quality masonry and restoration services, specializing in both historical and modern structures. Our team is committed to delivering craftsmanship and attention to detail in every project, making us a preferred contractor for both large and small-scale restoration work.

Our Approach to the RFP:

In response to the RFP, Brickworks proposes a comprehensive masonry restoration plan that aligns with the specifications outlined by Jackson County. Our team will execute all work with the utmost care and precision, utilizing proven restoration methods that ensure the preservation of historic structures while enhancing their longevity.

Key Qualifications:

- **Experience:** Brickworks has completed over 200 masonry restoration projects since our founding in 2004, with a specific focus on historical restoration.
- **Skilled Workforce:** Our team consists of highly trained and experienced professionals, including master masons, project managers, and support staff.
- **Commitment to Quality:** We adhere to the highest industry standards, utilizing the latest techniques and materials to ensure durable and aesthetically pleasing results.
- **Safety & Compliance:** We maintain strict safety protocols and are fully insured and licensed in the State of Michigan, meeting all necessary regulatory requirements.

Value Proposition:

By partnering with Brickworks, Jackson County will benefit from a proven track record of success in similar projects, competitive pricing, and a commitment to quality and customer satisfaction. We are confident that our expertise, combined with our personalized approach, will make us the ideal choice for your masonry restoration needs.



Letter of Transmittal

4-7-2025

Jackson County

Dear To Whom it may concern

On behalf of Brickworks Property Restoration, we are pleased to submit our proposal in response to RFP JC-910-122624 – Masonry Restoration Services. Below is the required information as requested in the RFP:

a. Companies Providing Services:

Brickworks Property Restoration will be the primary contractor providing the masonry restoration services requested under this RFP. At this time, we do not anticipate the use of subcontractors for this project. Should any subcontracting needs arise, we will ensure that Jackson County is notified, and proper approvals are obtained as required.

b. Point of Contact for RFP Clarification or Additional Information:

For any clarifications or additional information regarding this proposal, please contact:

Jeremiah Campbell
Owner
Brickworks Property Restoration
586-868-3234
jeremiah@brickworksmi.com

c. Person Authorized to Legally Obligate the Vendor:

The undersigned, [Your Name], is authorized to legally obligate Brickworks Property Restoration in all matters related to this proposal and any resulting contract.

d. Contact Information:

Company Name: Brickworks Property Restoration
Contact Person: Jeremiah Campbell
Address: 35122 Cordellia St, Clinton twp MI 48035
Phone Number: 586-868-3234
Fax Number: []
Email Address: jeremiah@brickworksmi.com

e. Statement of No Inducement:

Brickworks Property Restoration hereby certifies that no attempt has been made, nor will be made, by



our company to induce any other person or vendor to submit or refrain from submitting a bid in connection with this RFP. Furthermore, we certify that the bid contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any other vendor or person to submit a complementary or non-competitive bid.

f. Statement of No Investigation/Conviction:

Brickworks Property Restoration, including its affiliates, parent company, subsidiaries, officers, directors, subcontractors, and employees, certifies that we are not currently under investigation by any governmental agency. Furthermore, we have not been convicted or found liable for any act prohibited by State or Federal law, including conspiracy or collusion with respect to bidding or the performance of any public contract, in any jurisdiction within the last five years.

We appreciate the opportunity to submit our proposal for RFP JC-910-122624 and look forward to the possibility of working with Jackson County on this important project. Should you have any further questions or need additional information, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Clifford Freitas".

Clifford Freitas
Project Manager
Brickworks Property Restoration



1.5 Product and Service Offerings

Brickworks Property Restoration is pleased to submit this proposal in response to RFP JC-910122624. Since 2004, we have specialized in high-quality masonry restoration, including historical preservation, brick and stone repair, tuckpointing, and structural masonry services. Our team has the depth, breadth, and experience to successfully complete restoration projects of all sizes and complexities.

We will provide:

- **Highly trained and experienced personnel:** All technicians are skilled in historic and modern masonry techniques and equipped with the tools and safety equipment necessary to complete the project in accordance with all specifications and best practices.
- **Project management and oversight:** Each project is overseen by a dedicated project manager to ensure timeline adherence, clear communication, and quality control.
- **Detailed timeline:** Please see the attached project timeline, which outlines our phased approach to the priority areas as described in Section 1.3 – Description of Deliverables. The timeline includes estimated start and completion dates for each phase, factoring in site preparation, materials procurement, weather contingencies, and quality assurance checks.

Brickworks is committed to delivering professional, efficient, and high-quality restoration services that meet the expectations and needs of Jackson County. We appreciate the opportunity to be considered for this important work.

1.6 Delivery of Services

Brickworks Property Restoration is fully equipped and committed to delivering all required masonry restoration services in alignment with the hours specified—Monday through Friday, 7:00 AM to 6:00 PM EST. We understand the importance of minimizing disruptions and will work closely with the County to schedule work that aligns with operational needs. Should it be necessary to request extended hours or weekend work to meet deadlines or accommodate scheduling, we will coordinate those adjustments with County personnel in advance.

We will provide:

- **Adequate staffing:** Our team includes a well-trained and scalable crew capable of meeting project demands and deadlines efficiently.
- **Detailed planning and timeline:** Please see the attached implementation timeline, which outlines a phase-by-phase breakdown of deliverables as described in Section 1.3. Any services expected to require extended delivery will be noted with specific timeframes and justifications.



- **Experience:** Brickworks has successfully completed similar restoration work for historic government buildings, educational institutions, and commercial properties. A list of these completed projects is included for your review.
- **Safety measures:** We prioritize the safety of both our crew and the public. Brickworks adheres strictly to OSHA standards and will provide and maintain all necessary safety equipment, including signage, barricades, tarps, and traffic control measures to ensure safe and efficient work areas. At no point will traffic or County operations be impeded.
- **Licensing and insurance:** Brickworks is fully licensed and insured. Documentation of our business license, professional certifications, and insurance coverage will be submitted upon award, as requested.
- **Subcontracting:** If subcontracting becomes necessary, Brickworks will seek prior written approval from the designated County authority before any engagement.
- **Reporting:** We will provide timely quarterly sales reports and any other documentation required by the County to ensure transparency and accountability.

Brickworks Property Restoration is dedicated to delivering high-quality results while maintaining clear communication, professionalism, and respect for the County's day-to-day operations.

1.7 Personnel

Brickworks Property Restoration affirms that all personnel assigned to this project, whether full-time or part-time, are employees of Brickworks. We take full responsibility for all employment-related matters including, but not limited to, screening, hiring, training, licensing, discipline, payroll, taxation, workers' compensation, unemployment insurance, and all applicable mandated insurances.

We will pay all wages and payroll taxes in accordance with federal and state laws and maintain full compliance with all employment regulations. Brickworks agrees to release and hold Jackson County harmless from any liability arising from claims made by our employees, except in cases of negligence on the part of the County.

All team members assigned to this project will be properly trained, equipped, and qualified to perform the required services to the highest standard. We understand and acknowledge that no personnel provided by Brickworks will have any direct or indirect employment relationship with Jackson County.

1.8 Supervision

Brickworks Property Restoration takes full responsibility for the supervision and conduct of all personnel assigned to this project. A dedicated on-site supervisor will be present throughout the duration of the



work to oversee daily operations, ensure adherence to safety standards, and maintain clear communication with Jackson County representatives.

We will promptly and safely remove and replace any personnel at the County's reasonable request should they be deemed unqualified or unable to perform their duties professionally. Brickworks agrees to indemnify and hold Jackson County harmless from any claims arising from such personnel changes, as specified.

To ensure open and immediate communication, the County will be provided with the name and direct cell phone number of the project manager responsible for this contract. This individual will be available for any project-related needs, including emergencies and progress updates.

Additionally, our crews are trained to maintain a clean and organized work area, free of debris and unnecessary materials. We understand the importance of respecting the County's property and will ensure no items are removed from the site without written authorization. In the unlikely event any property is taken or damaged, Brickworks will take full responsibility for its return or reimbursement.

1.9 Service Capabilities – Communication Plan / Contract Management

Communication Standards:

Brickworks Property Restoration is committed to maintaining transparent, timely, and consistent communication throughout the duration of the project. We follow a structured communication plan that supports contract performance, addresses issues proactively, and manages any necessary changes effectively.

- **Contract Performance:** Regular progress updates will be provided to Jackson County, including schedule tracking and milestone completion.
- **Issue Management:** Any issue that may impact schedule, scope, quality, or budget will be immediately communicated and addressed with a clear resolution plan.
- **Change Management:** Brickworks will notify the County promptly of any internal organizational changes, including leadership changes or restructuring, to ensure continuity of service.

Primary Account Representative & Key Contacts:

The names, titles, and contact information for the primary account representative, on-site project manager, and reporting/bid documentation contact will be provided upon award of the project. These individuals will be responsible for all communication, project oversight, and coordination throughout the contract term.



Brickworks is committed to clear and responsive communication and looks forward to the opportunity to partner with Jackson County on this project.

1.10 Customer Service

Brickworks Property Restoration is committed to delivering responsive, high-quality customer service throughout the duration of the project. We understand the importance of clear communication and accountability, and we will assign a dedicated customer service representative to Jackson County upon award of the contract.

Customer Service Overview:

- **Designated Representative:** A dedicated customer service representative and delivery manager will be assigned specifically to this contract to ensure prompt communication and support. Contact details will be provided upon award.
- **Hours of Operation:** Our standard business hours are Monday through Friday, 7:00 AM to 6:00 PM EST. During this time, we are fully available for inquiries, updates, or issue resolution.
- **Emergency Support:** For urgent or after-hours matters, an emergency contact number will be made available to Jackson County, ensuring rapid response when needed.
- **Service Locations:** Our main office is located in [Insert City/State], with service crews and resources available to deploy to project sites throughout the region.
- **Response Times:** We aim to respond to non-emergency inquiries within one business day and emergency concerns within 1–2 hours, depending on the nature of the issue.

At Brickworks, exceptional service is at the core of everything we do—from our field operations to our office support. We are committed to being responsive, reliable, and respectful of the County's time and needs throughout the project.

1.12 Price Assurance

Brickworks Property Restoration agrees to provide Jackson County and its participating entities with the **lowest available pricing** for all products and services offered under this contract. We are committed to price transparency and fairness and will ensure that our pricing remains competitive throughout the entire contract duration.

In the event of a reduction in manufacturer or supplier costs for any materials or services used in this project, Brickworks will **promptly adjust and lower our pricing** accordingly for Jackson County. We fully



support the County's goal of cost efficiency and pledge to pass along any applicable savings throughout the life of the contract.

1.12 Price Assurance

Brickworks Property Restoration agrees to provide Jackson County and its participating entities with **the lowest available pricing** for all products and services throughout the duration of the contract. Our pricing will remain consistent with the lowest available market rates, and we will promptly lower the cost of any product or service if a reduction in the manufacturer or supplier's direct cost occurs.

Additionally, if Brickworks has existing cooperative contracts in place, we are committed to offering **equal or better pricing** to Jackson County, ensuring that the County benefits from the most competitive rates available.

Brickworks values our partnership with Jackson County and its participating entities and is dedicated to delivering cost-effective solutions without compromising quality.

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

The undersigned, Brickworks Property Restoration, hereby declares that we have thoroughly reviewed and read the Bid Documents, including any RFP Addenda and Exhibits, and fully understand the requirements outlined in **RFP JC-910-122624 – Masonry Restoration Services**.

Brickworks Property Restoration is authorized to submit this proposal and agrees to provide the articles and services specified in the Bid Documents in full accordance with the **Specifications, Terms & Conditions**. We confirm that, if awarded the contract, we will act as the **prime contractor** to Jackson County, and not as a subcontractor, in accordance with the intent of the Bid Documents.

We acknowledge receipt and acceptance of all addenda related to this RFP and understand that the following certifications will be required before work commences if we are selected for award:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
- Assurance Regarding Access to Records and Financial Statements
- Iran Economic Sanctions Act Compliance

Brickworks Property Restoration is in good standing in the State of Michigan and holds all necessary licenses, permits, certifications, approvals, and authorizations required to perform all obligations related



to this RFP and the associated Bid Documents. We understand it is our responsibility to familiarize ourselves with all specifications, terms, conditions, and site conditions, and by submitting this Bid, we certify that we will make no claims against Jackson County based on ignorance of conditions or misunderstandings of the specifications.

Patent Indemnity:

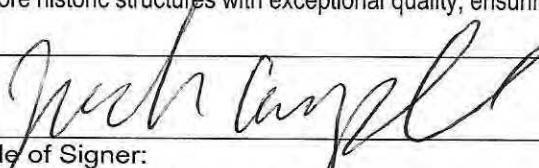
Brickworks Property Restoration agrees to hold the County of Jackson, its officers, agents, and employees harmless from any liability related to the infringement or use of any patent, copyright, proprietary rights, or any other intellectual property used in connection with this contract or purchase order.

While insurance certificates are not required at the time of submission, we acknowledge that if awarded the contract, we will meet the minimum insurance requirements as stated in the terms and conditions. The necessary documentation, including an insurance certificate and additional insured certificate naming the County of Jackson, will be provided prior to award.

Timeline for Completion:

Brickworks Property Restoration estimates that the masonry restoration project will take approximately **two months** to complete, weather permitting. We will ensure that all work is performed efficiently and in accordance with the agreed-upon schedule, while allowing for potential weather delays that may impact progress.

2.1 Company Profile

Official Name of Bidder: Brickworks Property restoration LLC	Type of Entity/Organization (check one):	
Street Address: 35122 Codelia St	<input type="checkbox"/> Corporation	
City: Clinton Township	<input type="checkbox"/> Joint Venture	
State: MI	Zip Code: 48035	<input type="checkbox"/> Limited Liability Partnership
Website: https://www.brickworksmi.com/	<input type="checkbox"/> Partnership	
Primary Contact Name: Jeremiah Campbell	<input checked="" type="checkbox"/> Limited Liability Corporation	
Primary Contact Phone Number 586-868-3234	<input type="checkbox"/> Non-Profit / Church	
Primary Contact Email Address: jeremiah@brickworksmi.com	<input type="checkbox"/> Other: _____	
Company's Dun & Bradstreet (D&B) number:		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established: Brickworks Property Restoration, founded in 2004, specializes in masonry and foundation repair with a strong focus on historical restoration. Known for their expert craftsmanship and modern techniques, they preserve and restore historic structures with exceptional quality, ensuring lasting beauty and integrity.		
Signature:		
Name and Title of Signer: Jeremiah Campbell Managing Member and owner		
Date: 04-07-2024		

2.2 References

Provide a minimum of five (5) customer references for product and/or services of similar scope within the past 5 years.

Entity Name: Masonic Temple in Detroit	
Contact Name: Wade Tabor	Title: Building Engineer
City: Detroit	State: Michigan
Phone Number: 313-832-7100	Years Serviced: 3 years
Description of Services: Historical Masonry repairs, limestone patching, caulking waterproofing	
Annual Volume: \$150,000-\$280,000	

Entity Name: Farbman	
Contact Name: Lisa Manardo	Title: Portfolio Manage
City: Southfield	State: Michigan
Phone Number: 248-351-6314	Years Serviced: 2 years
Description of Services: Historical Masonry repairs, limestone patching, caulking waterproofing at various properties they manage in Metro Detroit.	
Annual Volume: \$100,000-\$150,000	

Entity Name: Metro Group Management	
Contact Name: Debbie Laudermilch	Title: Association Community Management
City: Southfield	State: Michigan
Phone Number: Metro Group Management	Years Serviced: 6 years
Description of Services: Tuckpointing	
Annual Volume: 200K	

Entity Name: Jenkins Construction Inc	
Contact Name: James Jenkins	Title: President
City: Detroit	State: Michigan
Phone Number: 313-625-7200	Years Serviced: 5-6 years
Description of Services: Masonry construction, Repairs, Caulking, waterproofing, Stone repair	
Annual Volume: \$150000-\$250000	

Entity Name: Kramer Triad	
Contact Name: Rita Khan	Title: Property Manager
City: Troy	State: Michigan
Phone Number: (248) 879-9700	Years Serviced: 5
Description of Services:	
Annual Volume: \$100,000-\$150,000	



ATTACHMENT A - Pricing Sheet

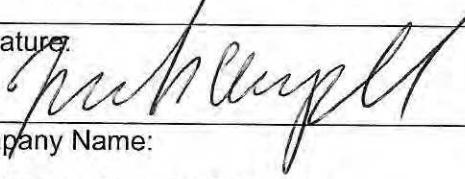
RFP JC-910-122624
Masonry Restoration Services

Failure to complete this form may result in your Bid being deemed non-responsive and rejected without further evaluation.

1. Pricing shall remain as bid for the entire project.
2. Billable work will begin at the time contractor or their employee(s) arrive on the job site. The County will not pay for travel time to the job site.
3. Complete and submit this price sheet with the bid response.

Priority	Component or System	Estimated Cos
I	Stabilize or replace loose or fractured stones (2 identified) at top of NE and NW towers. Inspect all adjacent stones and stabilize, as required.	\$13,290.92
I	Repair delaminating sandstone voussoirs at NW gate with stone consolidator and stone repair mortar. Repoint all voussoirs with natural hydraulic lime mortar or pozzolan hydraulic lime mortar.	\$11,129.33
II	Reconstruct interior brick wythes of NW tower from window lintel height and above. Inspect all adjacent facing stone and stabilize and repoint or rebuild, as required. Flash top of tower walls, interior brick ledges, and interior circular window openings with watertight, non-staining sheet metal flashing. Includes scaffolding, demolition of deteriorated wood framing, and demolition of CMU infill and construction of brick infill at door opening at grade.	\$53,631.07
II	Reconstruct interior brick wythes of NE tower from window lintel height and above. Inspect all adjacent facing stone and stabilize and repoint or rebuild, as required. Flash top of tower walls, interior brick ledges, and interior circular window openings with watertight, non-staining sheet metal flashing. Includes scaffolding, demolition of deteriorated wood framing, and demolition of CMU infill and construction of brick infill at door opening at grade	\$53,629.93
II	Replace fractured window arch and designated adjacent stones at West tower with new sandstone to match. Consolidate, repair, and repoint all directly adjacent masonry as necessary for a stable assembly. Use natural hydraulic lime mortar or pozzolan lime mortar.	\$28,029.86
II	Reset all loose stones near grade.	\$10,979.85
II	Install new natural stones to match all missing or designated damaged stones near grade.	\$19,029.92
II	Rebuild broken CMU infill at base of West tower with brick infill.	\$13,829.92

II	Install coping at top of West tower with watertight, non-staining sheet metal flashing. Flash to existing battlements.	\$19,429.88
ALT	Replace deteriorated brick units in lower areas of interior wall at NE and NW towers. Provide unit price per brick replaced.	\$35.00 per Brick
ALT	Repoint deteriorated mortar in lower areas of interior walls of NE and NW towers. Provide unit price per square foot of mortar repointed.	\$70.00 Sq Ft.
ALT	Repoint designated wall area adjacent to surrounding the West gate with natural hydraulic lime or pozzolan lime mortar. Provide unit price per square foot of repointed area.	\$70.00 Sq. Ft
ALT	Patch designated deteriorated sandstones in wall area surrounding the West gate. Provide unit price per square foot of patched area.	\$245.00 Sq. Ft.
ALT	Replace designated deteriorated sandstones in wall area surrounding the West gate. Provide unit price per cubic foot of new stone.	\$925.00 Cubic FT
ALT	Install steel anchorage to hold doors in open position at the West gate.	\$1,850.00
ALT	Remove existing stone coping on West tower battlements. Repair battlements as necessary for a stable assembly and install new limestone copings of consistent dimensions.	\$19,800.00

Bidder Name: Jeremiah Campbell	
Signature: 	Date: 4-7-2025
Company Name: Brickworks Property Restoration	Address: 35122 Cordelia Clinton Twp, MI 48035

CoPro+
Collaborative Procurement 21st Century Financial Returns

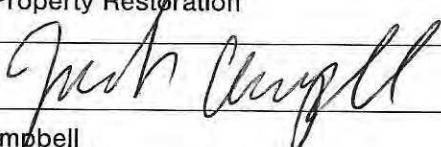


MAC

ACCEPTANCE/ACKNOWLEDGEMENT OF ADDENDUM #1

**RFP-JC-910-122624
MASONRY RESTORATION SERVICES**

To be signed and returned with proposal submission.

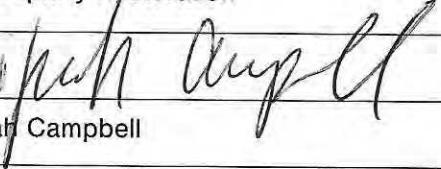
Company:	Brickworks Property Restoration	Date:	4-7-2025
Authorized Signature:			
Printed:	Jeremiah Campbell		



ACCEPTANCE/ACKNOWLEDGEMENT OF ADDENDUM #2

**RFP-JC-910-122624
MASONRY RESTORATION SERVICES**

To be signed and returned with proposal submission.

Company: Brickworks Property Restoration	Date: 4-7-2025
Authorized Signature: 	
Printed: Jeremiah Campbell	

CoPro+
Collaborative Preservation PLUS financial return

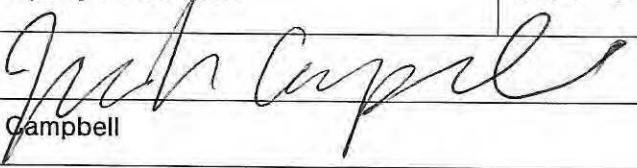


MAC

ACCEPTANCE/ACKNOWLEDGEMENT OF ADDENDUM #3

**RFP-JC-910-122624
MASONRY RESTORATION SERVICES**

To be signed and returned with proposal submission.

Company: Brickworks Property Restoration	Date: 4-7-2025
Authorized Signature: 	
Printed: Jeremiah Campbell	

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Residential Builders Section
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Jeremiah Joseph Campbell

BRICKWORKS PROPERTY RESTORATION LLC
35122 CORDELIA ST
CLINTON TOWNSHIP, MI 48035

License No: 2102197636 Expiration Date: 05/31/2026

BRICKWORKS PROPERTY RESTORATION LLC
35122 CORDELIA ST
CLINTON TOWNSHIP, MI 48035

Q539440

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

BRICKWORKS PROPERTY RESTORATION LLC
35122 CORDELIA ST
CLINTON TOWNSHIP, MI 48035

Qualifying Officer:
Jeremiah Joseph Campbell
Qualifying Officer #
2101196415

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2102197636

Expiration Date:
05/31/2026

**This document is duly
issued under the laws of the
State of Michigan**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2023

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

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

PRODUCER

Core Insurance Group LLC
50787 Corporate Dr

Shelby Township

MI 48315

INSURED

BRICKWORKS PROPERTY RESTORATION LLC, JEREMIAH
35122 CORDELIA ST

CLINTON TOWNSHIP MI 48035-2816

CONTACT NAME: Brenda Boomer

PHONE (A/C, No. Ext): (248) 847-2673

FAX (A/C, No):

E-MAIL ADDRESS: brendab@coreinsured.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Michigan Millers Mutual Insurance Company

INSURER B: Accident Fund Insurance Company of America

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGEs

CERTIFICATE NUMBER: 23/24 Master Cert

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
							LIMITS		
A	COMMERCIAL GENERAL LIABILITY			MIM BINDER	09/23/2023	09/23/2024	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 500,000	
	AI, WOS, PNC						MED EXP (Any one person)	\$ 15,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	POLICY PROJECT	<input checked="" type="checkbox"/>	LOC				GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
A	AUTOMOBILE LIABILITY			AUTO BINDER	09/23/2023	09/23/2024	COMBINED SINGLE LIMIT (Ex accident)	\$ 1,000,000	
	ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	Hired AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$	
	AI, WOS	<input checked="" type="checkbox"/>	PNC				PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR					\$	
A	EXCESS LIAB		CLAIMS-MADE	UMB MIM BINDER	09/23/2023	09/23/2024	EACH OCCURRENCE	\$ 2,000,000	
	DED	<input checked="" type="checkbox"/>	RETENTION \$ 10,000				AGGREGATE	\$ 2,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	ACF WC BINDER	Blnkt WOS	09/23/2023	09/23/2024	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/>						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased and rented equipment			MIM BINDER		09/23/2023	09/23/2024	Limit	\$500,000
								Deductible	\$1,000

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

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer
Identification Number and CertificationGo to www.irs.gov/FormW9 for instructions and the latest information.Give form to the
requester. Do not
send to the IRS.Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Brickworks Property Restoration, LLC

2 Business name/disregarded entity name, if different from above.

Print or type.
See *Specific Instructions* on page 3.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.

35122 Cordelia Street

6 City, state, and ZIP code

Clinton Township, MI 48035

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>							
or									
Employer identification number									
2	6	-	4	3	0	3	5	7	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
HereSignature of
U.S. person*Chuck Cappell*

Date

01/01/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they