

Bid Tabulation
Stanley Park Improvements
 White Lake Township



January 30, 2024

Prepared by:
 Beckett & Raeder, Inc.

	APPARENT LOW BIDDER			
	BIDDER 1	BIDDER 2	BIDDER 3	BIDDER 4
DESCRIPTION	STE Construction	TSP ENVIRONMENTAL	SUMMIT COMPANY	BRENICAL CONTRACTORS
BASE BID				
Base Bid	\$1,717,725.00	\$2,879,240.00	\$2,199,900.00	\$1,820,000.00
	\$1,717,725.00	\$2,879,240.00	\$2,199,900.00	\$1,820,000.00
BID ALTERNATES				
Alternate #1 - Road Paving	\$191,500.00	\$566,268.45	\$135,000.00	\$132,396.00
Alternate #2 - Parking	\$15,000.00	\$145,192.74	\$46,000.00	\$28,050.00
Alternate #3 - Timber Bollards	\$27,850.00	\$235,639.37	\$60,000.00	\$33,774.00
Alternate #4 - Exercise Station	\$31,900.00	\$119,976.71	\$22,000.00	\$14,912.00
Alternate #5 - Sidewalk	\$54,850.00	\$159,910.99	\$95,000.00	\$55,398.00
	\$321,100.00	\$1,226,988.26	\$358,000.00	\$264,530.00
VOLUNTARY ALTERNATES				
Alternate	None	None	Remove excess topsoil at no cost	None
Alternate	-	-	Township waive all permit fees (\$20,000)	-
Alternate	-	-	-	-
Alternate	-	-	-	-
Alternate	-	-	-	-
	\$0.00	\$0.00	(\$20,000)	\$0.00
BID COMPLETENESS				
SEALED ENVELOPE	Yes	Yes	Yes	Yes
DATE/TIME RECEIVED	1/30/24 11:30am	1/30/24 11:32am	1/30/24 1:50pm	1/30/24 1:52pm
ADDENDUM #1 ACKNOWLEDGED	Yes	Yes	Yes	Yes
BID GUARANTEE	Yes	Yes	Yes	Yes
SUBCONTRACTOR LIST	Yes	Yes	NO	Yes
INFORMATIONAL UNIT PRICES	Yes	Yes	Yes	Partial
BIDDER CERTIFICATIONS	Yes	Yes	Yes	Yes
BID SIGNED AND NOTORIZED	Yes	Yes	Yes	Yes
BID EXCEPTIONS				
Exception	None	None	Exclude undercut	None
Exception			Excavator is K&K	
Exception			Remove excess topsoil at no cost	
Exception			Allowance for testing/survey	
Exception			No contingency fund	



SPECIFICATIONS
for
BIDDING

STANLEY PARK
IMPROVEMENTS

10785 Elizabeth Lake Rd
White Lake
Charter Township

in cooperation with
Michigan Department of
Natural Resources

with funding provided by
The Land and Water
Conservation Fund

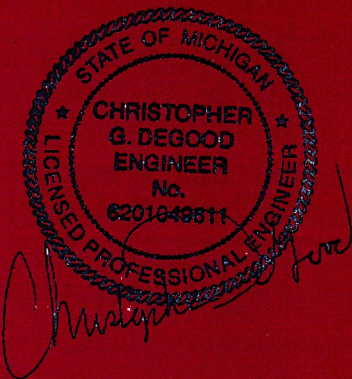
MDNR Project Number
26-01868

Documents Issued for:
Bidding
January 4, 2024

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

734.663.2622 ph
734.663.6759 fx

www.bria2.com



B R i
Beckett & Raeder

DOCUMENT 00 1113 - ADVERTISEMENT FOR BIDS

1.1 White Lake Township Stanley Park Improvements

White Lake Township will **receive sealed bids for the construction of the Stanley Park Improvement Project at the White Lake Township Hall, care of the Township Clerk's Office, 7525 Highland Road, White Lake, MI 48383 until 2:00 p.m., local time, Tuesday, January 30, 2024.** At that time, the bids will be publicly opened and read aloud. Faxed, late or unsealed bids will be rejected.

The work includes, but is not limited to, site preparation, soil erosion/sedimentation control, miscellaneous demolition, clearing and grubbing, earthwork, bituminous road and pathways, gravel road, concrete sidewalk, modular boardwalk, floating pier and gangway, regulatory and interpretive signage, site furnishings, and native landscaping.

The Landscape Architect/Engineer for the project is Beckett & Raeder, Inc. Contact person is Brian D. Barrick, PLA, ASLA, who can be reached at 734.663.2622 or at bbarrick@bria2.com. Direct questions concerning the bidding documents should be addressed to this contact person.

Bidding documents may be downloaded electronically from the Michigan Inter-governmental Trade Network (MITN) Bidnet Direct Michigan website (www.bidnetdirect.com) beginning **Thursday, January 4, 2024**. Bidding documents will also be on file for examination at the office of the Landscape Architect / Engineer located at 535 W. William St., Ann Arbor, MI 48103; and the White Lake Township Community Development Department located in the Township Hall at 7525 Highland Road, White Lake, MI 48383.

A mandatory pre-bid meeting, conducted by the Landscape Architect/Engineer, will be held on **Tuesday, January 16, 2024** at 2:00 PM EDT at Stanley Park, 10785 Elizabeth Lake Road, White Lake, MI 48386. The park is located on the west side of Elizabeth Lake Road, opposite "The Neighborhoods of White Lake" retirement community, and is marked by a large temporary park sign. The pre-bid meeting is for dissemination of information and clarification of intent of Bid Documents. Attendance is mandatory for interested bidders. In addition to the mandatory pre-bid meeting, bidders may make supplemental visits to the site as desired during daylight hours.

Proposals shall be submitted on the Bid Form (provided in the Specifications) and shall be accompanied by required certifications, and a Bid Bond or Certified Check in the amount of 5% of the Base Bid. The accepted bidder will be required to furnish a satisfactory Performance Bond and a Labor and Materials Payment Bond in the amount of 100% of the Contract Sum, and a Guarantee Bond in the amount of 100% of the Contract Sum for a period of one year.

Notice of Award is anticipated on or about **Wednesday, February 21, 2024**. Accordingly, construction is anticipated to commence **Monday, April 15, 2024**, with completion by **Friday, October 15, 2024**.

Firms desiring to bid shall be able to document at least five years successful experience on projects similar in both type and scope/scale as this project with references available to attest to successful completion of similar work; be licensed as required by state or local law; and maintain required insurance including general liability and worker's compensation.

No Proposal may be withdrawn for at least sixty (60) consecutive calendar days after the official bid opening. The Township reserves the right to accept any bid, to reject any or all bids, to waive any irregularities and/or informalities in any bid, and to make the award in the manner deemed in the best interest of the Township. Only bids submitted in accordance with the specifications will be considered.

The Stanley Park Improvement Project is a Land and Water Conservation Fund Grant project. As such, Federal and State funds are being used to assist in construction and relevant Federal and State requirements will apply. Contractor and all subcontractors must comply with all requirements of 1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended. In accordance with these laws, all contracts must contain a covenant by the contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

SECTION 00 4113 - BID FORM

1.1 BID INFORMATION

- A. Bidder: STE Construction Services, Inc.
1. Address: 2 Crocker Blvd., Suite 303 MT. Clemens, MI 48043
 2. Contact Person: Frank Richter
 3. Address: 2 Crocker Blvd., Suite 303 MT. Clemens, MI 48043
 4. Telephone: 586-468-1135
 5. Email: frankrichter@sbcglobal.net
- B. Project Name: Stanley Park Improvements.
- C. Project Location: 10785 Elizabeth Lake Road, White Lake, MI 48383.
- D. Project Grant Funding: Land and Water Conservation Fund, with MDNR Project Number 26-01868.
- E. Owner: White Lake Charter Township
7525 Highland Road
White Lake, MI 48383
- F. Owner's Consultant: Beckett & Raeder, Inc.
535 W. William Street, Suite 101
Ann Arbor, MI 48103

1.2 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidder acknowledges receipt of the following Addenda and has fully included all Addenda content in preparation of its bid.
1. Addenda No.: (1) 01/25/2024
 2. Addenda No.: _____
 3. Addenda No.: _____
 4. Addenda No.: _____
 5. Addenda No.: _____
 6. Addenda No.: _____

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work prior to **Friday, October 15, 2024**.

1.4 CERTIFICATIONS AND BASE BID

- A. **Base Bid:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

One Million Seven Hundred Seventeen Thousand Seven Hundred Twenty-Five Dollars (\$ 1,717,725.00).

1.5 ALTERNATES

- A. **Alternate 1:** Road Paving. Provide and construct "Bituminous Pavement – Heavy Duty" for roadway and parking areas indicated as base bid "Gravel Drive". Portions of roadway included in Alternate 1 paving will be edged with 2' width gravel shoulder in lieu of concrete curb and gutter. Refer to Drawings for additional information.

One Hundred Ninety-One Thousand Five Hundred
Add/Deduct _____ Dollars (\$ 191,500.00).

- B. **Alternate 2:** Parking. Provide and construct two (2) additional 9-space parking areas in the central portion of the park. Alternate also includes related grading, sidewalks, pathways, and signage associated with the parking areas. Refer to Drawings for additional information.

Add/Deduct Fifteen Thousand _____ Dollars (\$ 15,00.00).

- C. **Alternate 3:** Timber Bollards. Provide and construct timber traffic control bollards at roadway shoulders. Refer to Drawings for additional information.

Add/Deduct Twenty-Seven Thousand Eight Hundred Fifty _____ Dollars (\$ 27,850.00).

- D. **Alternate 4:** Exercise Station. Provide and construct Exercise Station 'B' in the central area of the park, including associated grading, timber edge, and safety surfacing. Refer to Drawings for additional information.

Add/Deduct Thiry-One Thousand Nine Hundred _____ Dollars (\$ 31,900.00).

- E. **Alternate 5:** Sidewalk. Provide and construct sidewalk as indicated on Drawings, north and west of remnant block building, including associated grading and restoration. Refer to Drawings for additional information.

Add/Deduct Fifty-Four THousand Eight Hundred Fifty _____ Dollars (\$ 54,850.00).

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Eighty Five Thousand Eight Hundred Eighty-six and Twenty -Five Cents Dollars (\$ 85,886.25).

1.7 LIST OF SUBCONTRACTORS

A. The following companies shall execute subcontracts for the portions of the Work indicated. If none, indicate NONE on the first line.

1. Scope: Concrete-Curbs.
 - a. Firm: Goretski Construction Compant, Inc.
 - b. Contact Person & Phone: Kyle Goretski (248)-685-1404
2. Scope: Asphalt.
 - a. Firm: Peak Asphalt
 - b. Contact Person & Phone: Kip Peak (586) 254-4567
3. Scope: Capentry.
 - a. Firm: Robinson Construction
 - b. Contact Person & Phone: Eric Robinson (313) 220-2292
4. Scope: Landscaping.
 - a. Firm: Natural Community Services
 - b. Contact Person & Phone: John Delisle (248) 513-1909
5. Scope: Floating Dock System.
 - a. Firm: Flotation Docking Systems, Inc.
 - b. Contact Person & Phone: Joni Burger (906) 484-3422
6. Scope: Boardwalk.
 - a. Firm: Wickcraft Boardwalks
 - b. Contact Person & Phone: (608) 244-9177
7. Scope: Concrete-Flatwork.
 - a. Firm: Paradigm Concrete
 - b. Contact Person & Phone: Joseph Tagalvia (586)-778-2400
8. Scope: _____.
 - a. Firm: _____
 - b. Contact Person & Phone: _____
9. Attach supplementary list to bid submittal if additional subcontractors are required.

1.8 LIST OF EXCEPTIONS

A. Contractor shall clearly list all exceptions made in preparation of this bid to requirements of the bid documents, Drawings and Specifications. If none, indicate NONE on the first line.

1. Exception: None

2. Exception: _____

3. Exception: _____

4. Exception: _____

5. Exception: _____

6. Exception: _____

7. Exception: _____

8. Exception: _____

9. Exception: _____

10. Exception: _____

11. Exception: _____

12. Exception: _____

13. Attach supplementary list to bid submittal if additional exceptions have been made.

1.9 INFORMATIONAL UNIT PRICES

A. Contractor shall submit installed unit prices for items of work stated below. Prices shall include all base material required for the installation of the item. The Owner reserves the right to increase or decrease the base proposal sum by up to thirty percent (30%) on the basis of the unit prices stated. The Owner reserves the right to negotiate with the Bidder on any or all unit prices listed in this Bid Form. Unit prices given shall include all profit and overhead. Contractor "mark-up" will not be paid in addition to the prices given below.

DESCRIPTION	UNIT	UNIT COST
DEMOLITION		
Clearing and Grubbing Trees	ac	<u>\$5,000.00</u>
Tree Removal (1-6" cal.)	ea	<u>\$200.00</u>
Tree Removal (7-12" cal.)	ea	<u>\$400.00</u>
Tree Removal (13-18" cal.)	ea	<u>\$800.00</u>
Tree Removal (19-24" cal.)	ea	<u>\$800.00</u>
Tree Removal (over 24" cal.)	ea	<u>\$1,200.00</u>
SOIL EROSION AND SEDIMENTATION CONTROL		
Stabilized Construction Access	ls	<u>\$2,000.00</u>
Turbidity Curtain	lf	<u>\$20.00</u>
Tree Protection Fence	lf	<u>\$1.00</u>
Filter Fabric Fence	lf	<u>\$3.00</u>
Permanent Erosion Control Mat	sf	<u>\$1.25</u>
EARTHWORK		
Strip and Stockpile Topsoil	cy	<u>\$7.50</u>
Cut & Fill	cy	<u>\$13.50</u>
Class II Sand	cy	<u>\$17.00</u>
Undercut and Backfill with Class II Sand	cy	<u>\$35.00</u>
Aggregate Base (MDOT 21AA)	cy	<u>\$45.00</u>
Screen, Respread Topsoil	cy	<u>\$15.00</u>
Fine Grade to Subgrade Elevation	sy	<u>\$5.00</u>
Haul Material offsite and legally dispose	cy	<u>\$17.50</u>
PAVING		
Vehicular Gravel Parking Drive 8"	sy	<u>\$20.00</u>
Vehicular Concrete Pavement 8"	sf	<u>\$10.00</u>
Concrete Curb & Gutter	lf	<u>\$24.50</u>
Concrete Sidewalk 5"	sf	<u>\$8.50</u>
Bituminous Pathway 8' Width	lf	<u>\$30.00</u>
Bituminous Pathway 14' Width	lf	<u>\$50.00</u>
RECREATION AND SITE FURNISHINGS		
Overlook Pier (including pier, gangway & headwall)	ls	<u>\$106,725.00</u>
Boardwalk (excluding headwalls)	lf	<u>\$285.00</u>
Concrete Boardwalk Headwall	ea	<u>\$7,500.00</u>

Timber Bollard	ea	<u>\$230.00</u>
Timber Removable Bollard	ea	<u>\$650.00</u>
Regulatory Sign	ea	<u>\$200.00</u>
Interpretive Sign	ea	<u>\$3,500.00</u>
Bench – In-ground Mount	ea	<u>\$1,000.00</u>
UTILITIES		
4' Dia. Storm Sewer Structure	ea	<u>\$2,300.00</u>
12" RCP Storm Pipe	lf	<u>\$13.00</u>
36" Diameter Wildlife Culvert	lf	<u>\$90.00</u>
Stormwater Outlet Structure	ea	<u>\$4,000.00</u>
Stone Check Dam	ea	<u>\$500.00</u>
LANDSCAPE AND SEEDING		
Lawn Seeding	sy	<u>\$1.50</u>
Stormwater Basin & Roadway Edge Native Seeding	sy	<u>\$2.00</u>
Acer rubrum, 2.5" B&B	ea	<u>\$575.00</u>
Acer saccharum, 2.5" B&B	ea	<u>\$575.00</u>
Quercus alba, 2.5" B&B	ea	<u>\$575.00</u>
Quercus rubra, 2.5" B&B	ea	<u>\$575.00</u>

1.10 VOLUNTARY ALTERNATES

The Bidder may offer self-identified opportunities for cost savings or added value. If none, indicate NONE on the first line.

A. **Voluntary Alternate A:** None

Add/Deduct _____ Dollars (\$_____).

B. **Voluntary Alternate B:** _____

Add/Deduct _____ Dollars (\$_____).

C. **Voluntary Alternate C:** _____

Add/Deduct _____ Dollars (\$_____).

D. **Voluntary Alternate D:** _____

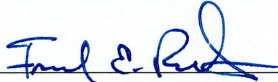
Add/Deduct _____ Dollars (\$_____).

E. Attach supplementary list to bid submittal if additional voluntary alternates are available.

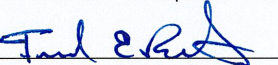
1.11 BIDDER CERTIFICATIONS

By signature and submittal of this bid form, the undersigned hereby certifies work of Contract will be conducted in full compliance with the following requirements:

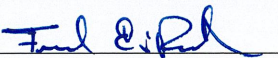
- A. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all **Land and Water Conservation Fund grant program and agency requirements**, including assisting Owner with grant reporting and reimbursement requirements. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

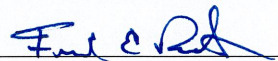
- B. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended**. In accordance with these laws, all contracts must contain a covenant by the contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

1. Authorized Signature:  (Handwritten signature).

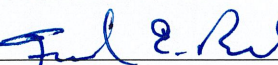
- C. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **Build America, Buy America requirements, as required by Section 70914 of the Bipartisan Infrastructure Law**. In accordance with with these laws, all iron and steel, manufactured products, and construction materials provided for the project must have content greater than 55 percent (total cost of the component) mined, produced, and manufactured in the United States. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- D. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **United States Fish and Wildlife Service (USFWS) Ecological Services Program Biological Opinion**, including training and procedures related to the Eastern Massasauga Rattlesnake. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- E. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with construction of the project for accessibility compliance as required in the project Drawings and Specification, including requirements of the **Americans with Disabilities Act (ADA) of 2010, as amended** and the **2013 Access Board's Final Guidelines for Outdoor Developed Areas (ODA)**. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- F. The undersigned Bidder hereby certifies that it, and all subcontractors, are not "Iran-linked businesses" as defined by the **Michigan "Iran Economic Sanctions Act", Act 517, Public Acts of 2012 ("Act 517")**.

1. Authorized Signature:  (Handwritten signature).

G. The undersigned Bidder hereby certifies that it, and all subcontractors, are not currently under debarment, suspension, legal sanctions, written warnings or reprimands, or contract termination by any Federal, State, or local agency.

1. Authorized Signature: [Handwritten Signature] (Handwritten signature).

H. The undersigned Bidder hereby certifies that it is a duly licensed contractor, for the type of work proposed, within the required jurisdictions, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1. Authorized Signature: [Handwritten Signature] (Handwritten signature).

I. The undersigned Bidder hereby certifies that it will provide all instrumental surveying required to layout and construct the work. Surveying will be by a Michigan Licensed Land Surveyor.

1. Authorized Signature: [Handwritten Signature] (Handwritten signature).

1.12 CERTIFICATION OF BID

The undersigned affirms that neither he/she nor agents, officers or employees of the Bidder submitting this lump sum bid have directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with the bid for this project.

The undersigned agrees that if this lump sum proposal is accepted by the Owner, Bidder will enter into the Contract, furnishing all bonds and other contract requirements and commence construction, within 10 business days of the Notice of Award/Notice to Proceed, and will complete the entire Work of the Contract within the given schedule and the provisions of the project specifications.

Respectfully submitted this 29 day of January, 2024.

Submitted By: STE Construction Services, Inc. (Name of bidding firm or corporation).

Authorized Signature: [Handwritten Signature] (Handwritten signature).

Signed By: Frank Richter (Type or print name).

Title: Agent (Owner/Partner/President/Vice President).

Street Address: 2 Crocker Blvd., Suite 303

City, State, Zip: Mount Clemens, MI 48043

Phone: 586-468-1135

Witness Signature: [Handwritten Signature] (Notary Public signature).

Witness By: Tracie Szczepanek (Type or print name).

Notary Public Commission No.: May 28, 2029

Notary Public Seal:



TRACIE SZCZEPANEK
My Commission Expires
May 28, 2029
County of Macomb
Acting in the County of Macomb

END OF DOCUMENT 00 4113



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

STE Construction Services, Inc.

2 Crocker Blvd

Mt. Clemens, MI 48043

SURETY:

(Name, legal status and principal place of business)

Pennsylvania Insurance Company

P.O. Box 3646

Omaha, NE 68103-0646

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

White Lake Charter Township

BOND AMOUNT: Five Percent of Bid (5% of Bid)

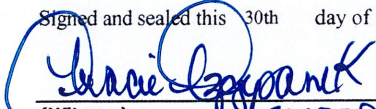
PROJECT: White Lake Charter Township- Stanley Park Improvements (MDNR) Project No. 26-01868 / Construction of Site Parking, Roadway, Trail
(Name, location or address, and Project number, if any)

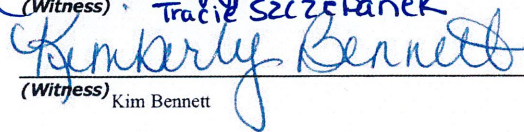
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 30th day of January, 2024


Tracie Szczepanek
(Witness)


Kimberly Bennett
(Witness) Kim Bennett

STE Construction Services, Inc.
 *(Seal)*
(Principal)

Frank Richter, agent
(Title)

Pennsylvania Insurance Company
 *(Seal)*
(Surety)

John T. Foster *(Title)*, Attorney-in-Fact

POWER OF ATTORNEY NO.

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

John T. Foster, James Slear, Ian T. Foster, Connor McDowell

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

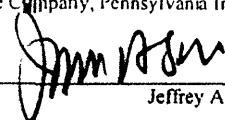
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

By _____

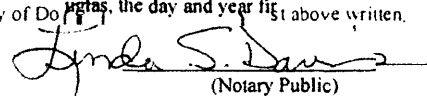
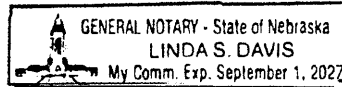


Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.


(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

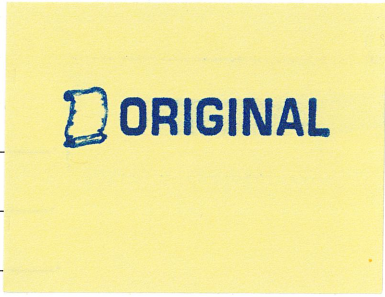
IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 30th day of January, 2024

Jeffrey A. Silver, Secretary

SECTION 00 4113 - BID FORM

1.1 BID INFORMATION

- A. Bidder: TSP Services, Inc.
1. Address: 25000 Capitol, Redford, MI 48239
2. Contact Person: Charles Spencer
3. Address: 25000 Capitol, Redford, MI 48239
4. Telephone: 734-838-0426
5. Email: cspencer@tspenvironmental.com
- B. Project Name: Stanley Park Improvements.
- C. Project Location: 10785 Elizabeth Lake Road, White Lake, MI 48383.
- D. Project Grant Funding: Land and Water Conservation Fund, with MDNR Project Number 26-01868.
- E. Owner: White Lake Charter Township
7525 Highland Road
White Lake, MI 48383
- F. Owner's Consultant: Beckett & Raeder, Inc.
535 W. William Street, Suite 101
Ann Arbor, MI 48103



1.2 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidder acknowledges receipt of the following Addenda and has fully included all Addenda content in preparation of its bid.
1. Addenda No.: 1
2. Addenda No.: _____
3. Addenda No.: _____
4. Addenda No.: _____
5. Addenda No.: _____
6. Addenda No.: _____

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work prior to **Friday, October 15, 2024.**

1.4 CERTIFICATIONS AND BASE BID

- A. **Base Bid:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Two Million, Eight Hundred Seventy Nine Thousand,
Two Hundred Forty Dollars (\$ 2,879,240.00).

1.5 ALTERNATES

- A. **Alternate 1:** Road Paving. Provide and construct "Bituminous Pavement – Heavy Duty" for roadway and parking areas indicated as base bid "Gravel Drive". Portions of roadway included in Alternate 1 paving will be edged with 2' width gravel shoulder in lieu of concrete curb and gutter. Refer to Drawings for additional information.

Five Hundred Sixty Six Thousand, Two Hundred
Sixty Eight Dollars & Forty Five Cents Dollars (\$ 566,268.45).
~~Add~~

- B. **Alternate 2:** Parking. Provide and construct two (2) additional 9-space parking areas in the central portion of the park. Alternate also includes related grading, sidewalks, pathways, and signage associated with the parking areas. Refer to Drawings for additional information.

One Hundred Forty Five Thousand, One Hundred
Ninety Two Dollars & Seventy Four Cents Dollars (\$ 145,192.74).
~~Add~~

- C. **Alternate 3:** Timber Bollards. Provide and construct timber traffic control bollards at roadway shoulders. Refer to Drawings for additional information.

Two Hundred Thirty Five Thousand, Six Hundred
Thirty Nine Dollars & Thirty Seven Cents Dollars (\$ 235,639.37).
~~Add~~

- D. **Alternate 4:** Exercise Station. Provide and construct Exercise Station 'B' in the central area of the park, including associated grading, timber edge, and safety surfacing. Refer to Drawings for additional information.

One Hundred Nineteen Thousand, Nine Hundred
Seventy Six Dollars & Seventy One Cents Dollars (\$ 119,976.71).
~~Add~~

- E. **Alternate 5:** Sidewalk. Provide and construct sidewalk as indicated on Drawings, north and west of remnant block building, including associated grading and restoration. Refer to Drawings for additional information.

One Hundred Fifty Nine Thousand, Nine Hundred
Ten Dollars & Ninety Nine Cents Dollars (\$ 159,910.99).
~~Add~~

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

Two Million, Eight Hundred Seventy Nine Thousand,
Two Hundred Forty Dollars (\$ 2,879,240.00).
1.

1.7 LIST OF SUBCONTRACTORS PLEASE SEE ATTACHED LIST OF SUBCONTRACTORS

A. The following companies shall execute subcontracts for the portions of the Work indicated. If none, indicate NONE on the first line.

1. Scope: _____
 - a. Firm: _____
 - b. Contact Person & Phone: _____
2. Scope: _____
 - a. Firm: _____
 - b. Contact Person & Phone: _____
3. Scope: _____
 - a. Firm: _____
 - b. Contact Person & Phone: _____
4. Scope: _____
 - a. Firm: _____
 - b. Contact Person & Phone: _____
5. Scope: _____
 - a. Firm: _____
 - b. Contact Person & Phone: _____
6. Scope: _____
 - a. Firm: _____
 - b. Contact Person & Phone: _____
7. Scope: _____
 - a. Firm: _____
 - b. Contact Person & Phone: _____
8. Scope: _____
 - a. Firm: _____
 - b. Contact Person & Phone: _____
9. Attach supplementary list to bid submittal if additional subcontractors are required.

LIST OF SUBCONTRACTORS

Scope	Company	Contact Person	Phone
Construction Staking/Surveying	Alpine Engineering	John Heikkinen	248-926-3701
Tree Removal	C Green's Tree Service	Chris Green	248-249-0052
Concrete	GM and Sons	Mark Campbell	248-956-7939
Parking Bumber Blocks	NuCast	Brittany Rivera	313-532-4610
Asphalt	HG Sartor	Adam Hall	248-736-9510
Native Plantings and Trees	Todd's Landscape	Patrick Duffy	810-533-8799
Lawn Seed Install and Maintenance	Davey Resource Group	Gerritt Moeke	231-675-7549
Gangway/Pier/Dock System	Floating Dock	Joni Burger	906-484-3422
Park Gate Installation	Future Fence	Leah Hawthorne	586-825-9142
Asphalt and Concrete Striping	Motor City Marking	Bill Atwood	313-831-6648
Modular Pedestrian Boardwalk System	Wickcraft	N/A	608-244-9177

TSP has no exceptions

1.8 LIST OF EXCEPTIONS

A. Contractor shall clearly list all exceptions made in preparation of this bid to requirements of the bid documents, Drawings and Specifications. If none, indicate NONE on the first line.

1. Exception: _____
_____.

2. Exception: _____
_____.

3. Exception: _____
_____.

4. Exception: _____
_____.

5. Exception: _____
_____.

6. Exception: _____
_____.

7. Exception: _____
_____.

8. Exception: _____
_____.

9. Exception: _____
_____.

10. Exception: _____
_____.

11. Exception: _____
_____.

12. Exception: _____
_____.

13. Attach supplementary list to bid submittal if additional exceptions have been made.

1.9 INFORMATIONAL UNIT PRICES

- A. Contractor shall submit installed unit prices for items of work stated below. Prices shall include all base material required for the installation of the item. The Owner reserves the right to increase or decrease the base proposal sum by up to thirty percent (30%) on the basis of the unit prices stated. The Owner reserves the right to negotiate with the Bidder on any or all unit prices listed in this Bid Form. Unit prices given shall include all profit and overhead. Contractor "mark-up" will not be paid in addition to the prices given below.

DESCRIPTION	UNIT	UNIT COST
DEMOLITION		
Clearing and Grubbing Trees	ac	<u>15,000.00</u>
Tree Removal (1-6" cal.)	ea	<u>800.00</u>
Tree Removal (7-12" cal.)	ea	<u>1,500.00</u>
Tree Removal (13-18" cal.)	ea	<u>2,500.00</u>
Tree Removal (19-24" cal.)	ea	<u>3,900.00</u>
Tree Removal (over 24" cal.)	ea	<u>4,150.00</u>
SOIL EROSION AND SEDIMENTATION CONTROL		
Stabilized Construction Access	ls	<u>1,790.00</u>
Turbidity Curtain	lf	<u>3.00</u>
Tree Protection Fence	lf	<u>2.50</u>
Filter Fabric Fence	lf	<u>2.20</u>
Permanent Erosion Control Mat	sf	<u>1.15</u>
EARTHWORK		
Strip and Stockpile Topsoil	cy	<u>15.00</u>
Cut & Fill	cy	<u>18.00</u>
Class II Sand	cy	<u>60.00</u>
Undercut and Backfill with Class II Sand	cy	<u>75.50</u>
Aggregate Base (MDOT 21AA)	cy	<u>72.95</u>
Screen, Respread Topsoil	cy	<u>42.50</u>
Fine Grade to Subgrade Elevation	sy	<u>11.50</u>
Haul Material offsite and legally dispose	cy	<u>95.00</u>
PAVING		
Vehicular Gravel Parking Drive 8"	sy	<u>9.00</u>
Vehicular Concrete Pavement 8"	sf	<u>15.20</u>
Concrete Curb & Gutter	lf	<u>44.00</u>
Concrete Sidewalk 5"	sf	<u>11.00</u>
Bituminous Pathway 8' Width	lf	<u>49.20</u>
Bituminous Pathway 14' Width	lf	<u>86.00</u>
RECREATION AND SITE FURNISHINGS		
Overlook Pier (including pier, gangway & headwall)	ls	<u>146,720.00</u>
Boardwalk (excluding headwalls)	lf	<u>1,360.00</u>
Concrete Boardwalk Headwall	ea	<u>20,000.00</u>

Timber Bollard	ea	<u>1,600.00</u>
Timber Removable Bollard	ea	<u>1,450.00</u>
Regulatory Sign	ea	<u>1,900.00</u>
Interpretive Sign	ea	<u>2,200.00</u>
Bench – In-ground Mount	ea	<u>4,500.00</u>
 UTILITIES		
4' Dia. Storm Sewer Structure	ea	<u>6,750.00</u>
12" RCP Storm Pipe	lf	<u>375.00</u>
36" Diameter Wildlife Culvert	lf	<u>400.00</u>
Stormwater Outlet Structure	ea	<u>1,800.00</u>
Stone Check Dam	ea	<u>500.00</u>
 LANDSCAPE AND SEEDING		
Lawn Seeding	sy	<u>6.70</u>
Stormwater Basin & Roadway Edge Native Seeding	sy	<u>8.70</u>
Acer rubrum, 2.5" B&B	ea	<u>1,757.00</u>
Acer saccharum, 2.5" B&B	ea	<u>2,290.00</u>
Quercus alba, 2.5" B&B	ea	<u>2,043.00</u>
Quercus rubra, 2.5" B&B	ea	<u>2,043.00</u>

1.10 VOLUNTARY ALTERNATES

The Bidder may offer self-identified opportunities for cost savings or added value. If none, indicate NONE on the first line.

A. **Voluntary Alternate A:** NONE

Add/Deduct _____ Dollars (\$ _____).

B. **Voluntary Alternate B:** _____

Add/Deduct _____ Dollars (\$ _____).

C. **Voluntary Alternate C:** _____

Add/Deduct _____ Dollars (\$ _____).

D. **Voluntary Alternate D:** _____


Add/Deduct _____ Dollars (\$ _____).

E. Attach supplementary list to bid submittal if additional voluntary alternates are available.

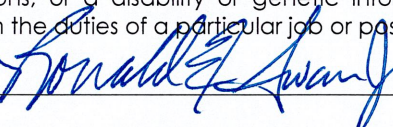
1.11 BIDDER CERTIFICATIONS

By signature and submittal of this bid form, the undersigned hereby certifies work of Contract will be conducted in full compliance with the following requirements:

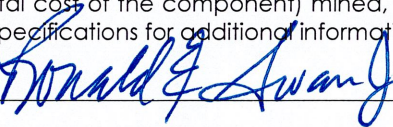
- A. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all **Land and Water Conservation Fund grant program and agency requirements**, including assisting Owner with grant reporting and reimbursement requirements. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

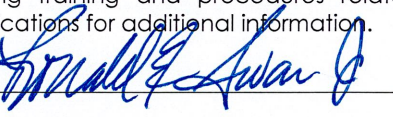
- B. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended**. In accordance with these laws, all contracts must contain a covenant by the contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

1. Authorized Signature:  (Handwritten signature).

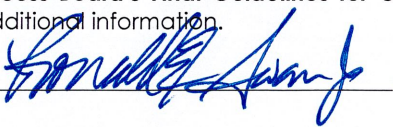
- C. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **Build America, Buy America requirements, as required by Section 70914 of the Bipartisan Infrastructure Law**. In accordance with with these laws, all iron and steel, manufactured products, and construction materials provided for the project must have content greater than 55 percent (total cost of the component) mined, produced, and manufactured in the United States. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

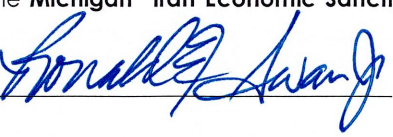
- D. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **United States Fish and Wildlife Service (USFWS) Ecological Services Program Biological Opinion**, including training and procedures related to the Eastern Massasauga Rattlesnake. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- E. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with construction of the project for accessibility compliance as required in the project Drawings and Specification, including requirements of the **Americans with Disabilities Act (ADA) of 2010, as amended** and the **2013 Access Board's Final Guidelines for Outdoor Developed Areas (ODA)**. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- F. The undersigned Bidder hereby certifies that it, and all subcontractors, are not "Iran-linked businesses" as defined by the **Michigan "Iran Economic Sanctions Act", Act 517, Public Acts of 2012 ("Act 517")**.

1. Authorized Signature:  (Handwritten signature).

G. The undersigned Bidder hereby certifies that it, and all subcontractors, are not currently under debarment, suspension, legal sanctions, written warnings or reprimands, or contract termination by any Federal, State, or local agency.

1. Authorized Signature: Ronald E. Swan, Jr. (Handwritten signature).

H. The undersigned Bidder hereby certifies that it is a duly licensed contractor, for the type of work proposed, within the required jurisdictions, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1. Authorized Signature: Ronald E. Swan, Jr. (Handwritten signature).

I. The undersigned Bidder hereby certifies that it will provide all instrumental surveying required to layout and construct the work. Surveying will be by a Michigan Licensed Land Surveyor.

1. Authorized Signature: Ronald E. Swan, Jr. (Handwritten signature).

1.12 CERTIFICATION OF BID

The undersigned affirms that neither he/she nor agents, officers or employees of the Bidder submitting this lump sum bid have directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with the bid for this project.

The undersigned agrees that if this lump sum proposal is accepted by the Owner, Bidder will enter into the Contract, furnishing all bonds and other contract requirements and commence construction, within 10 business days of the Notice of Award/Notice to Proceed, and will complete the entire Work of the Contract within the given schedule and the provisions of the project specifications.

Respectfully submitted this 30th day of January, 2024.

Submitted By: TSP Services Inc. (Name of bidding firm or corporation).

Authorized Signature: Ronald E. Swan, Jr. (Handwritten signature).

Signed By: Ronald E. Swan, Jr. (Type or print name).

Title: President (Owner/ Partner/ President/ Vice President).

Street Address: 25000 Capitol

City, State, Zip: Redford, MI 48239

Phone: 734-838-0426

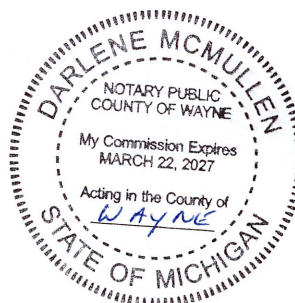
Witness Signature: Darlene McMullen (Notary Public signature).

Witness By: DARLENE Mc Mullen (Type or print name).

Notary Public Commission No.: 3/22/2027

Notary Public Seal:

END OF DOCUMENT 00 4113



Waterway Wetlands Construction

Project Name	Project Location	Completion Date	Contract Value	Project Owner	Contact
Ann Arbor Maintenance Facility Wetland Constuction	Ann Arbor, Michigan	11/30/2014	\$ 330,000.00	City of Ann Arbor	Nichole Woodward - 734-794-6627
Argo Cascades Design & Construction	Ann Arbor, Michigan	5/1/2013	\$ 1,200,000.00	City of Ann Arbor	Brian Steglitz - 734-794-6426 x43905
Bowersock Dam Repairs	Lawrence, Kansas	9/30/2020	\$ 1,657,739.00	City of Lawrence, KS	Matt Bond - 785-764-3634
Brook Run Wetland Mitigation	Macomb, Michigan	12/15/2014	\$ 43,668.00	State of Michigan	Fred Fuller - 810-966-0680
Chandler Park Marshlands Project	Detroit, Michigan	10/31/2019	\$ 1,172,709.00	Chandler Park Conservancy	Annette DeMaria - 313-963-6600
Clinton River Shoreline Restoration & Channel	Rochester Hills, Michigan	8/21/2021	\$ 285,000.00	Clinton River Watershed Council	Eric Diesing - 248-601-0606
Northville Township Fish Hatchery Park	Northville, Michigan	10/31/2018	\$ 134,000.00	City of Northville	Mark Gasche - 248-449-9941
Huron River Habitat Improvments	Ypsilanti, Michigan	7/15/2016	\$ 120,000.00	Huron River Watershed Council	Marty Boote - 734-769-3004 x 23008
Kansas River Weir	Topeka, Kansas	12/31/2021	\$ 5,283,537.00	City of Topeka, KS	Braxton Copley 785-368-2527
Kyte Monroe Park	St. Clair Shores	6/30/2017	\$ 435,666.00	City of St. Clair Shores	Alice Bailey - 734-730-8832
Lansing River Trail Repairs	Lansing, Michigan	9/30/2011	\$ 225,000.00	City of Lansing	Alec Malvetis - a.malveti@ci.lansing.mi.us
Maheras Gentry Park Design & Construction	Detroit, Michigan	8/20/2018	\$ 197,000.00	City of Detroit	Jeff Klein - jklein@detroitmi.gov
Scotia Park Drainage Improvements	Huntington Woods, Michigan	10/31/2017	\$ 229,175.00	City of Huntington Woods	Mary Gustafson - 248-541-3030
Siloam Springs Whitewater Park Construction	Siloam Springs, Arkansas	5/12/2014	\$ 1,419,000.00	City of Siloam Springs	Randy Atkinson - 479-524-5779
Siloam Springs Whitewater Park Restoration	Siloam Springs, Arkansas	10/3/2015	\$ 120,000.00	City of Siloam Springs	Shane Seagle - 303-545-5883
St Clair Metropark Stormwater Revision	Macomb County, Michigan	9/5/2019	\$ 149,875.00	Huron-Clinto Metropolitan Authority	Andrew Caulk - 810-623-3555
Troy Habitat Restoration	Troy, Michigan	10/31/2014	\$ 1,717,000.00	City of Troy	Steve VanDette - 785-985-2101
Wixom Habitat Stream Relocation & Restoration	Wixom, Michigan	2/3/2017	\$ 170,311.00	Ford Motor Company	Lee Best - 734-397-3100

Additional Named Insureds

Other Named Insureds

Abby's Office, LLC	Limited Liability Company, Additional Named Insured
Tank Services, LLC	Limited Liability Company, Doing Business As
Technical Service Professionals, LLC	Limited Liability Company, Additional Named Insured
TSP Construction, LLC	Limited Liability Company, Additional Named Insured
TSP Environmental	Doing Business As

COMMENTS/REMARKS

A. Pollution Liability

Nautilus Insurance Company

Policy Number ECP2023311-16

Effective Date 7/30/2023

Expiration Date 7/30/2024

Limit: \$1,000,000 OCC/\$2,000,000 AGG/Ded \$5,000

Coverage includes Non-Owned Disposal
Sites, Mold & Transportation

A. Professional Liability

Nautilus Insurance Company

Policy Number ECP2023311-16

Effective Date 7/30/2023

Expiration Date 7/30/2024

Limit: \$1,000,000 OCC/\$2,000,000 AGG /Ded \$10,000

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. - Ronald Edward Swan

TSP SERVICES INC
25000 CAPITAL
REDFORD, MI 48239

License No:
2102200154

Expiration Date:
05/31/2026

TSP SERVICES INC
25000 CAPITAL
REDFORD, MI 48239

GRETCHEN WHITMER
Governor

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

TSP SERVICES INC
25000 CAPITAL
REDFORD, MI 48239

**Qualifying Officer:
Ronald Edward Swan
Qualifying Officer #
2101073246**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**License No.
2102200154**

**Expiration Date:
05/31/2026**

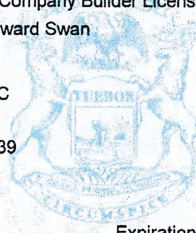
This document is duly
issued under the laws of the
State of Michigan

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. - Ronald Edward Swan

TSP SERVICES INC
25000 CAPITAL
REDFORD, MI 48239

License No: 2102200154 Expiration Date: 05/31/2026



TSP SERVICES INC
25000 CAPITAL
REDFORD, MI 48239

0590962

GRETCHEN WHITMER
Governor

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

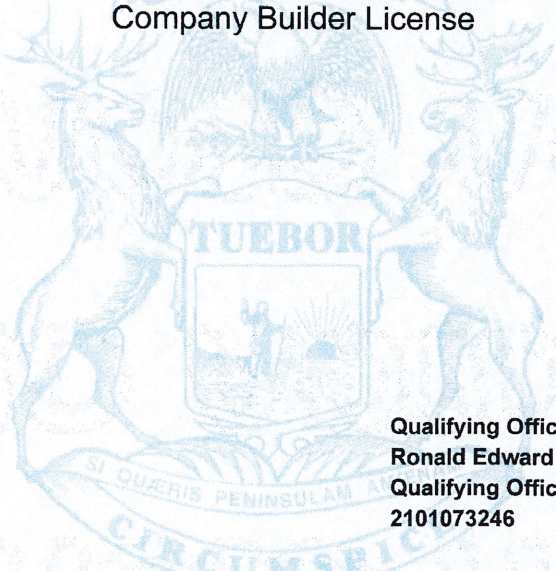
TSP SERVICES INC
25000 CAPITAL
REDFORD, MI 48239

**Qualifying Officer:
Ronald Edward Swan
Qualifying Officer #
2101073246**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No. 2102200154 Expiration Date: 05/31/2026

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



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

TSP Services, Inc.

25000 Capitol

Redford, MI 48239

OWNER:

(Name, legal status and address)

White Lake Township

7525 Highland Road

White Lake, MI 48383

BOND AMOUNT: Five Percent (5%) of Amount Bid

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

PROJECT:

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

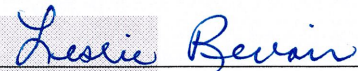
Stanley Park Improvements

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

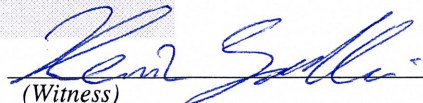
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this **30th** day of **January, 2024**



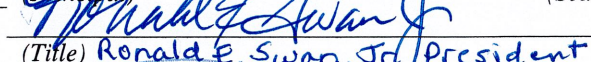
(Witness)



(Witness)

TSP Services, Inc.

(Principal)

 (Seal)

(Title) **Ronald E. Swan, Jr. President**

Hudson Insurance Company

(Surety)

 (Seal)

(Title)

Susan L Small, Attorney-in-Fact

Init.

AIA Document A310[™] – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 01/27/2012 07:23:12 under the terms of AIA Documents-on-Demand[™] order no. 2008397483, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion. 061110



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan,

Ian J. Donald, Susan L. Small, John L. Budde, Krista L Pocket

of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 21st day of June, 20 23 at New York, New York.



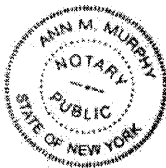
Attest.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 21st day of June, 20 23 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 30th day of January, 2024.

By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

PROPOSAL

To: White Lake Charter Township
 7525 Highland Road
 White Lake, MI 48383

Project: Stanley Park Improvements

Location: 10785 Elizabeth Lake Rd.
 White Lake, MI 48386

Attn: Brian Barrick

Arch/Eng'r: Beckett & Raeder, Inc
 Arch/Eng'r Project No.: 2022024

We propose to provide the following described scope for the sum of..... **\$2,199,900.00**

Labor, materials, equipment and supervision to complete the Stanley Park Improvements per drawings and specifications dated 1/4/24 and addendum no. 1 dated 1/25/24.

Please Note:

- A) We exclude undercutting along pathways and roadway.
- B) Our main excavating site work subcontractor is K&K Excavating.
- C) The site work contractor agreed to remove the top soil from site at no cost to the owner.
- D) We included a allowance for testing and surveying
- E) We did not include a contingency fund.

Proposal price includes **ALLOWANCE(S)** for:

Permits (e.g. bldg., sewer, water, R.O.W., soil erosion) and related fees (e.g. inspection, tap, assessment, review, surety) of.. **\$20,000.00**
Public utility charges (including meters) of..... **\$0.00**

Terms and Conditions

1. This proposal is based on:
 - (a) Price(s) and fee(s) firm for 20 days (see item 1f for exceptions).
 - (b) AIA Document A201 2007 edition General Conditions (unless stated otherwise in bid documents).
 - (c) Construction performed during regular work hours (except minor tie-in work or specifically stated in proposal).
 - (d) Payment terms net 30 days after our invoice is submitted.
 - (e) Owner promptly providing to us a recorded Notice of Commencement and copies of all Notices of Furnishings and/or requests for Notices of Commencement.
 - (f) CPI not increasing more than 1% and/or material/energy prices not increasing from date of this proposal.
2. This proposal excludes:
 - (a) Building and site conditions such as dewatering, unstable ground, interferences (e.g. utilities, rock, concrete, conduits), locating utility lines or other problematic conditions.
 - (b) Recognition, testing and/or removal of contaminated or hazardous gases/materials, including asbestos and lead (proposal assumes the owner will provide written notification to us if there are any contaminated or hazardous gases/materials, including asbestos and lead, on the premises with specific location(s) before construction begins).
 - (c) Winter conditions and associated costs.
 - (d) Liability in excess of our insurance coverage (proposal assumes property insurance by owner).
 - (e) General conditions and supervision costs for scope changes and owner/architect caused delays.
 - (f) Liability for any loss, damage or delay caused by acts beyond our control including acts of God, weather, failure of supplier/mfr. to perform and labor disputes.
 - (g) 3rd party inspections/testing and SWPPP for stormwater.

This proposal shall be the contract agreement or this proposal shall be part of a separate owner/contractor agreement.

Purchaser: _____

The Summit Company, Inc.

Sign/Date: _____



Tony Dattilio

SECTION 00 4113 - BID FORM

1.1 BID INFORMATION

- A. Bidder: The Summit Company
1. Address: 13191 Wayne Road, Livonia, MI 48150
2. Contact Person: Tony Dattilio
3. Address: 13191 Wayne Road, Livonia, MI 48150
4. Telephone: 734-261-3500
5. Email: tdattilio@summitcompany.net
- B. Project Name: Stanley Park Improvements.
- C. Project Location: 10785 Elizabeth Lake Road, White Lake, MI 48383.
- D. Project Grant Funding: Land and Water Conservation Fund, with MDNR Project Number 26-01868.
- E. Owner: White Lake Charter Township
7525 Highland Road
White Lake, MI 48383
- F. Owner's Consultant: Beckett & Raeder, Inc.
535 W. William Street, Suite 101
Ann Arbor, MI 48103

1.2 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidder acknowledges receipt of the following Addenda and has fully included all Addenda content in preparation of its bid.
1. Addenda No.: 1 1/25/24
2. Addenda No.: _____
3. Addenda No.: _____
4. Addenda No.: _____
5. Addenda No.: _____
6. Addenda No.: _____

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work prior to **Friday, October 15, 2024**.

1.4 CERTIFICATIONS AND BASE BID

- A. **Base Bid:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Two Million one hundred ninety-nine thousand nine hundred Dollars (\$ 2,199,900.00).

1.5 ALTERNATES

- A. **Alternate 1:** Road Paving. Provide and construct "Bituminous Pavement – Heavy Duty" for roadway and parking areas indicated as base bid "Gravel Drive". Portions of roadway included in Alternate 1 paving will be edged with 2' width gravel shoulder in lieu of concrete curb and gutter. Refer to Drawings for additional information.

Add/ Deduct One hundred thirty-five thousand Dollars (\$ 135,000.00).

- B. **Alternate 2:** Parking. Provide and construct two (2) additional 9-space parking areas in the central portion of the park. Alternate also includes related grading, sidewalks, pathways, and signage associated with the parking areas. Refer to Drawings for additional information.

Add/ Deduct Forty-six thousand Dollars (\$ 46,000.00).

- C. **Alternate 3:** Timber Bollards. Provide and construct timber traffic control bollards at roadway shoulders. Refer to Drawings for additional information.

Add/ Deduct Sixty thousand Dollars (\$ 60,000.00).

- D. **Alternate 4:** Exercise Station. Provide and construct Exercise Station 'B' in the central area of the park, including associated grading, timber edge, and safety surfacing. Refer to Drawings for additional information.

Add/ Deduct Twenty-two thousand Dollars (\$ 22,000.00).

- E. **Alternate 5:** Sidewalk. Provide and construct sidewalk as indicated on Drawings, north and west of remnant block building, including associated grading and restoration. Refer to Drawings for additional information.

Add/ Deduct Ninety-five thousand Dollars (\$ 95,000.00).

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. _____ Dollars (\$ _____).

1.7 LIST OF SUBCONTRACTORS

A. The following companies shall execute subcontracts for the portions of the Work indicated. If none, indicate NONE on the first line.

1. Scope: Will provide list upon being awarded the project.
 - a. Firm: _____.
 - b. Contact Person & Phone: _____.
2. Scope: _____.
 - a. Firm: _____.
 - b. Contact Person & Phone: _____.
3. Scope: _____.
 - a. Firm: _____.
 - b. Contact Person & Phone: _____.
4. Scope: _____.
 - a. Firm: _____.
 - b. Contact Person & Phone: _____.
5. Scope: _____.
 - a. Firm: _____.
 - b. Contact Person & Phone: _____.
6. Scope: _____.
 - a. Firm: _____.
 - b. Contact Person & Phone: _____.
7. Scope: _____.
 - a. Firm: _____.
 - b. Contact Person & Phone: _____.
8. Scope: _____.
 - a. Firm: _____.
 - b. Contact Person & Phone: _____.
9. Attach supplementary list to bid submittal if additional subcontractors are required.

1.8 LIST OF EXCEPTIONS

A. Contractor shall clearly list all exceptions made in preparation of this bid to requirements of the bid documents, Drawings and Specifications. If none, indicate NONE on the first line.

1. Exception: We exclude undercutting along pathways and roadway.

2. Exception: Our main excavating site work subcontractor is K&K Excavating

3. Exception: The site work contractor agreed to remove the top soil from site at no cost
to the owner.

4. Exception: We included an allowance for testing and surveying

5. Exception: We did not include a contingency fund.

6. Exception: _____

7. Exception: _____

8. Exception: _____

9. Exception: _____

10. Exception: _____

11. Exception: _____

12. Exception: _____

13. Attach supplementary list to bid submittal if additional exceptions have been made.

1.9 INFORMATIONAL UNIT PRICES

- A. Contractor shall submit installed unit prices for items of work stated below. Prices shall include all base material required for the installation of the item. The Owner reserves the right to increase or decrease the base proposal sum by up to thirty percent (30%) on the basis of the unit prices stated. The Owner reserves the right to negotiate with the Bidder on any or all unit prices listed in this Bid Form. Unit prices given shall include all profit and overhead. Contractor "mark-up" will not be paid in addition to the prices given below.

DESCRIPTION	UNIT	UNIT COST
DEMOLITION		
Clearing and Grubbing Trees	ac	<u>9,000</u>
Tree Removal (1-6" cal.)	ea	<u>170</u>
Tree Removal (7-12" cal.)	ea	<u>375</u>
Tree Removal (13-18" cal.)	ea	<u>700</u>
Tree Removal (19-24" cal.)	ea	<u>900</u>
Tree Removal (over 24" cal.)	ea	<u>1,000</u>
SOIL EROSION AND SEDIMENTATION CONTROL		
Stabilized Construction Access	ls	<u>5,000</u>
Turbidity Curtain	lf	<u>50</u>
Tree Protection Fence	lf	<u>5</u>
Filter Fabric Fence	lf	<u>2.5</u>
Permanent Erosion Control Mat	sf	<u>1</u>
EARTHWORK		
Strip and Stockpile Topsoil	cy	<u>5.5</u>
Cut & Fill	cy	<u>7.75</u>
Class II Sand	cy	<u>26</u>
Undercut and Backfill with Class II Sand	cy	<u>32</u>
Aggregate Base (MDOT 21AA)	cy	<u>81</u>
Screen, Respread Topsoil	cy	<u>15</u>
Fine Grade to Subgrade Elevation	sy	<u>.60</u>
Haul Material offsite and legally dispose	cy	<u>11</u>
PAVING		
Vehicular Gravel Parking Drive 8"	sy	<u>27</u>
Vehicular Concrete Pavement 8"	sf	<u>12.50</u>
Concrete Curb & Gutter	lf	<u>25</u>
Concrete Sidewalk 5"	sf	<u>9</u>
Bituminous Pathway 8' Width	lf	<u>35</u>
Bituminous Pathway 14' Width	lf	<u>150</u>
RECREATION AND SITE FURNISHINGS		
Overlook Pier (including pier, gangway & headwall)	ls	<u>150,000</u>
Boardwalk (excluding headwalls)	lf	<u>99,000</u>
Concrete Boardwalk Headwall	ea	<u>5,800</u>

Timber Bollard	ea	<u>475</u>
Timber Removable Bollard	ea	<u>575</u>
Regulatory Sign	ea	<u>1,500</u>
Interpretive Sign	ea	<u>1,500</u>
Bench – In-ground Mount	ea	<u>1,000</u>
UTILITIES		
4' Dia. Storm Sewer Structure	ea	<u>5,800</u>
12" RCP Storm Pipe	lf	<u>60</u>
36" Diameter Wildlife Culvert	lf	<u>300</u>
Stormwater Outlet Structure	ea	<u>6,500</u>
Stone Check Dam	ea	<u>850</u>
LANDSCAPE AND SEEDING		
Lawn Seeding	sy	<u>1.5</u>
Stormwater Basin & Roadway Edge Native Seeding	sy	<u>2.5</u>
Acer rubrum, 2.5" B&B	ea	<u>600</u>
Acer saccharum, 2.5" B&B	ea	<u>600</u>
Quercus alba, 2.5" B&B	ea	<u>600</u>
Quercus rubra, 2.5" B&B	ea	<u>600</u>

1.10 VOLUNTARY ALTERNATES

The Bidder may offer self-identified opportunities for cost savings or added value. If none, indicate NONE on the first line.

A. **Voluntary Alternate A:** Screen excess topsoil on site to be removed at no cost to owner.

 Add/Deduct _____ Dollars (\$ _____).

B. **Voluntary Alternate B:** White Lake Twp. to waive all permit fees

 Add **Deduct** Twenty Thousand Dollars (\$ 20,000.00).

C. **Voluntary Alternate C:** _____

 Add/Deduct _____ Dollars (\$ _____).

D. **Voluntary Alternate D:** _____

 Add/Deduct _____ Dollars (\$ _____).

E. Attach supplementary list to bid submittal if additional voluntary alternates are available.


1.11 BIDDER CERTIFICATIONS

By signature and submittal of this bid form, the undersigned hereby certifies work of Contract will be conducted in full compliance with the following requirements:

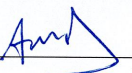
- A. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all **Land and Water Conservation Fund grant program and agency requirements**, including assisting Owner with grant reporting and reimbursement requirements. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- B. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended**. In accordance with these laws, all contracts must contain a covenant by the contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

1. Authorized Signature:  (Handwritten signature).

- C. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **Build America, Buy America requirements, as required by Section 70914 of the Bipartisan Infrastructure Law**. In accordance with with these laws, all iron and steel, manufactured products, and construction materials provided for the project must have content greater than 55 percent (total cost of the component) mined, produced, and manufactured in the United States. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- D. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **United States Fish and Wildlife Service (USFWS) Ecological Services Program Biological Opinion**, including training and procedures related to the Eastern Massasauga Rattlesnake. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- E. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with construction of the project for accessibility compliance as required in the project Drawings and Specification, including requirements of the **Americans with Disabilities Act (ADA) of 2010, as amended** and the **2013 Access Board's Final Guidelines for Outdoor Developed Areas (ODA)**. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

- F. The undersigned Bidder hereby certifies that it, and all subcontractors, are not "Iran-linked businesses" as defined by the **Michigan "Iran Economic Sanctions Act", Act 517, Public Acts of 2012 ("Act 517")**.

1. Authorized Signature:  (Handwritten signature).

G. The undersigned Bidder hereby certifies that it, and all subcontractors, are not currently under debarment, suspension, legal sanctions, written warnings or reprimands, or contract termination by any Federal, State, or local agency.

1. Authorized Signature: AmJ (Handwritten signature).

H. The undersigned Bidder hereby certifies that it is a duly licensed contractor, for the type of work proposed, within the required jurisdictions, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1. Authorized Signature: AmJ (Handwritten signature).

I. The undersigned Bidder hereby certifies that it will provide all instrumental surveying required to layout and construct the work. Surveying will be by a Michigan Licensed Land Surveyor.

1. Authorized Signature: AmJ (Handwritten signature).

1.12 CERTIFICATION OF BID

The undersigned affirms that neither he/she nor agents, officers or employees of the Bidder submitting this lump sum bid have directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with the bid for this project.

The undersigned agrees that if this lump sum proposal is accepted by the Owner, Bidder will enter into the Contract, furnishing all bonds and other contract requirements and commence construction, within 10 business days of the Notice of Award/Notice to Proceed, and will complete the entire Work of the Contract within the given schedule and the provisions of the project specifications.

Respectfully submitted this 30th day of January, 2024.

Submitted By: The Summit Company (Name of bidding firm or corporation).

Authorized Signature: AmJ (Handwritten signature).

Signed By: Tony Dattilio (Type or print name).

Title: President (Owner/Partner/President/Vice President).

Street Address: 13191 Wayne Road.

City, State, Zip: Livonia, MI 48150.

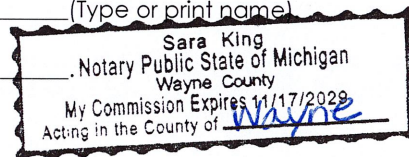
Phone: 734-261-3500.

Witness Signature: Sara King (Notary Public signature).

Witness By: Sara King (Type or print name).

Notary Public Commission No.: 11/17/29

Notary Public Seal:



END OF DOCUMENT 00 4113



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The Summit Company Inc

13191 Wayne Road

Livonia, MI 48150

OWNER:

(Name, legal status and address)

White Lake Township

7525 Highland Road

White Lake, MI 48383

BOND AMOUNT: Five Percent (5%) of Amount Bid

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

PROJECT:

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

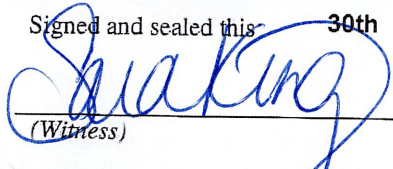
Stanley Park Improvements MDNR Project No. 26-01868

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

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

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

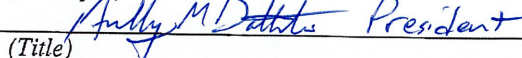
Signed and sealed this 30th day of **January, 2024**



(Witness)

The Summit Company Inc

(Principal)



(Title)

(Seal)

Hudson Insurance Company

(Surety)



(Title)

(Seal)

Susan L Small, Attorney-in-Fact



(Witness)

Init.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan,

Ian J. Donald, Susan L. Small, John L. Budde, Krista L. Pocket

of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 21st day of June, 20 23 at New York, New York.



Dina Daskalakis

Attest
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By *Michael P. Cifone*
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 21st day of June, 20 23 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 30th day of January, 2024



Dina Daskalakis
By
Dina Daskalakis, Corporate Secretary

SECTION 00 4113 - BID FORM

1.1 BID INFORMATION

- A. Bidder: BRENCAL CONTRACTORS, INC.
1. Address: 26079 SCHOENHERR RD. WARREN, MI 48089
 2. Contact Person: BRIAN BRICKEL
 3. Address: 26079 SCHOENHERR RD. WARREN, MI 48089
 4. Telephone: 586-758-6000
 5. Email: dcarie@brencal.net
- B. Project Name: Stanley Park Improvements.
- C. Project Location: 10785 Elizabeth Lake Road, White Lake, MI 48383.
- D. Project Grant Funding: Land and Water Conservation Fund, with MDNR Project Number 26-01868.
- E. Owner: White Lake Charter Township
7525 Highland Road
White Lake, MI 48383
- F. Owner's Consultant: Beckett & Raeder, Inc.
535 W. William Street, Suite 101
Ann Arbor, MI 48103

1.2 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidder acknowledges receipt of the following Addenda and has fully included all Addenda content in preparation of its bid.
1. Addenda No.: _01/25/2024
 2. Addenda No.: _____
 3. Addenda No.: _____
 4. Addenda No.: _____
 5. Addenda No.: _____
 6. Addenda No.: _____

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work prior to **Friday, October 15, 2024**.

1.4 CERTIFICATIONS AND BASE BID

- A. **Base Bid:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

One million eight hundred twenty thousand Dollars (\$ 1,820,000).

1.5 ALTERNATES

- A. **Alternate 1:** Road Paving. Provide and construct "Bituminous Pavement – Heavy Duty" for roadway and parking areas indicated as base bid "Gravel Drive". Portions of roadway included in Alternate 1 paving will be edged with 2' width gravel shoulder in lieu of concrete curb and gutter. Refer to Drawings for additional information.

Add/Deduct One hundred thirty-two thousand Dollars (\$ 132,396).
Three hundred ninety-six

- B. **Alternate 2:** Parking. Provide and construct two (2) additional 9-space parking areas in the central portion of the park. Alternate also includes related grading, sidewalks, pathways, and signage associated with the parking areas. Refer to Drawings for additional information.

Add/Deduct Twenty-eight thousand fifty Dollars (\$ 28,050).

- C. **Alternate 3:** Timber Bollards. Provide and construct timber traffic control bollards at roadway shoulders. Refer to Drawings for additional information.

Add/Deduct Thirty-three thousand seven hundred Dollars (\$ 33,774).
Seventy-four

- D. **Alternate 4:** Exercise Station. Provide and construct Exercise Station 'B' in the central area of the park, including associated grading, timber edge, and safety surfacing. Refer to Drawings for additional information.

Add/Deduct Fourteen thousand nine hundred Dollars (\$ 14,912).
twelve

- E. **Alternate 5:** Sidewalk. Provide and construct sidewalk as indicated on Drawings, north and west of remnant block building, including associated grading and restoration. Refer to Drawings for additional information.

Add/Deduct Fifty-five thousand three hundred Dollars (\$ 55,398).
ninety-eight

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. ~~19,808~~ Nineteen thousand Dollars (\$ 19,808).
eight hundred eight

1.7 LIST OF SUBCONTRACTORS

A. The following companies shall execute subcontracts for the portions of the Work indicated. If none, indicate NONE on the first line.

1. Scope: Utilities + Earth Work
a. Firm: Brenca Contractors
b. Contact Person & Phone: _____
2. Scope: Concrete
a. Firm: Brenca Contractors
b. Contact Person & Phone: _____
3. Scope: Landscaping
a. Firm: Todd's Services
b. Contact Person & Phone: Patrick Duffy 810-533-8799
4. Scope: Floating Piers/Docks
a. Firm: Flotation Docking Systems
b. Contact Person & Phone: _____
5. Scope: Boardwalk
a. Firm: Wickcraft Boardwalks
b. Contact Person & Phone: _____
6. Scope: Asphalt Paving
a. Firm: Nagle Paving
b. Contact Person & Phone: _____
7. Scope: _____
a. Firm: _____
b. Contact Person & Phone: _____
8. Scope: _____
a. Firm: _____
b. Contact Person & Phone: _____
9. Attach supplementary list to bid submittal if additional subcontractors are required.

1.8 LIST OF EXCEPTIONS

A. Contractor shall clearly list all exceptions made in preparation of this bid to requirements of the bid documents, Drawings and Specifications. If none, indicate NONE on the first line.

- 1. Exception: _____

- 2. Exception: _____

- 3. Exception: _____

- 4. Exception: _____

- 5. Exception: _____

- 6. Exception: _____

- 7. Exception: _____

- 8. Exception: _____

- 9. Exception: _____

- 10. Exception: _____

- 11. Exception: _____

- 12. Exception: _____

- 13. Attach supplementary list to bid submittal if additional exceptions have been made.

1.9 INFORMATIONAL UNIT PRICES

A. Contractor shall submit installed unit prices for items of work stated below. Prices shall include all base material required for the installation of the item. The Owner reserves the right to increase or decrease the base proposal sum by up to thirty percent (30%) on the basis of the unit prices stated. The Owner reserves the right to negotiate with the Bidder on any or all unit prices listed in this Bid Form. Unit prices given shall include all profit and overhead. Contractor "mark-up" will not be paid in addition to the prices given below.

DESCRIPTION	UNIT	UNIT COST
DEMOLITION		
Clearing and Grubbing Trees	ac	<u>\$8,250</u>
Tree Removal (1-6" cal.)	ea	<u>\$83</u>
Tree Removal (7-12" cal.)	ea	<u>\$110</u>
Tree Removal (13-18" cal.)	ea	<u>\$165</u>
Tree Removal (19-24" cal.)	ea	<u>\$825</u>
Tree Removal (over 24" cal.)	ea	<u>\$1,100</u>
SOIL EROSION AND SEDIMENTATION CONTROL		
Stabilized Construction Access	ls	<u>\$5,000</u>
Turbidity Curtain	lf	<u>\$27.00</u>
Tree Protection Fence	lf	<u>\$4.50</u>
Filter Fabric Fence	lf	<u>\$2.50</u>
Permanent Erosion Control Mat	sf	<u>\$0.50</u>
EARTHWORK		
Strip and Stockpile Topsoil	cy	_____
Cut & Fill	cy	_____
Class II Sand	cy	<u>\$45</u>
Undercut and Backfill with Class II Sand	cy	<u>\$100</u>
Aggregate Base (MDOT 21AA)	cy	<u>\$50</u>
Screen, Respread Topsoil	cy	_____
Fine Grade to Subgrade Elevation	sy	_____
Haul Material offsite and legally dispose	cy	<u>\$25</u>
PAVING		
Vehicular Gravel Parking Drive 8"	sy	_____
Vehicular Concrete Pavement 8"	sf	_____
Concrete Curb & Gutter	lf	<u>\$30</u>
Concrete Sidewalk 5"	sf	_____
Bituminous Pathway 8' Width	lf	_____
Bituminous Pathway 14' Width	lf	_____
RECREATION AND SITE FURNISHINGS		
Overlook Pier (including pier, gangway & headwall)	ls	<u>\$81,950</u>
Boardwalk (excluding headwalls)	lf	_____
Concrete Boardwalk Headwall	ea	_____

Timber Bollard	ea	<u>\$304</u>
Timber Removable Bollard	ea	<u>\$400</u>
Regulatory Sign	ea	<u>\$2,550</u>
Interpretive Sign	ea	<u>\$2,550</u>
Bench – In-ground Mount	ea	<u>\$2,000</u>

UTILITIES

4' Dia. Storm Sewer Structure	ea	_____
12" RCP Storm Pipe	lf	_____
36" Diameter Wildlife Culvert	lf	_____
Stormwater Outlet Structure	ea	_____
Stone Check Dam	ea	<u>\$630</u>

LANDSCAPE AND SEEDING

Lawn Seeding	sy	<u>\$4.87</u>
Stormwater Basin & Roadway Edge Native Seeding	sy	<u>\$2.20</u>
Acer rubrum, 2.5" B&B	ea	<u>\$1,274</u>
Acer saccharum, 2.5" B&B	ea	<u>\$1,662</u>
Quercus alba, 2.5" B&B	ea	<u>\$1,481</u>
Quercus rubra, 2.5" B&B	ea	<u>\$1,481</u>

1.10 VOLUNTARY ALTERNATES

The Bidder may offer self-identified opportunities for cost savings or added value. If none, indicate NONE on the first line.

A. **Voluntary Alternate A:** _____

Add/Deduct _____ Dollars (\$ _____).

B. **Voluntary Alternate B:** _____

Add/Deduct _____ Dollars (\$ _____).

C. **Voluntary Alternate C:** _____

Add/Deduct _____ Dollars (\$ _____).

D. **Voluntary Alternate D:** _____

Add/Deduct _____ Dollars (\$ _____).

E. Attach supplementary list to bid submittal if additional voluntary alternates are available.

1.11 BIDDER CERTIFICATIONS

By signature and submittal of this bid form, the undersigned hereby certifies work of Contract will be conducted in full compliance with the following requirements:

- A. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all **Land and Water Conservation Fund grant program and agency requirements**, including assisting Owner with grant reporting and reimbursement requirements. Refer to Specifications for additional information.

1. Authorized Signature: Dakota Carie (Handwritten signature).

- B. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended**. In accordance with these laws, all contracts must contain a covenant by the contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

1. Authorized Signature: Dakota Carie (Handwritten signature).

- C. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **Build America, Buy America requirements, as required by Section 70914 of the Bipartisan Infrastructure Law**. In accordance with these laws, all iron and steel, manufactured products, and construction materials provided for the project must have content greater than 55 percent (total cost of the component) mined, produced, and manufactured in the United States. Refer to Specifications for additional information.

1. Authorized Signature: Dakota Carie (Handwritten signature).

- D. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **United States Fish and Wildlife Service (USFWS) Ecological Services Program Biological Opinion**, including training and procedures related to the Eastern Massasauga Rattlesnake. Refer to Specifications for additional information.

1. Authorized Signature: Dakota Carie (Handwritten signature).

- E. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with construction of the project for accessibility compliance as required in the project Drawings and Specification, including requirements of the **Americans with Disabilities Act (ADA) of 2010, as amended** and the **2013 Access Board's Final Guidelines for Outdoor Developed Areas (ODA)**. Refer to Specifications for additional information.

1. Authorized Signature: Dakota Carie (Handwritten signature).

- F. The undersigned Bidder hereby certifies that it, and all subcontractors, are not "Iran-linked businesses" as defined by the **Michigan "Iran Economic Sanctions Act", Act 517, Public Acts of 2012 ("Act 517")**.

1. Authorized Signature: Dakota Carie (Handwritten signature).

G. The undersigned Bidder hereby certifies that it, and all subcontractors, are not currently under debarment, suspension, legal sanctions, written warnings or reprimands, or contract termination by any Federal, State, or local agency.

1. Authorized Signature: Dakota Carie (Handwritten signature).

H. The undersigned Bidder hereby certifies that it is a duly licensed contractor, for the type of work proposed, within the required jurisdictions, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1. Authorized Signature: Dakota Carie (Handwritten signature).

I. The undersigned Bidder hereby certifies that it will provide all instrumental surveying required to layout and construct the work. Surveying will be by a Michigan Licensed Land Surveyor.

1. Authorized Signature: Dakota Carie (Handwritten signature).

1.12 CERTIFICATION OF BID

The undersigned affirms that neither he/she nor agents, officers or employees of the Bidder submitting this lump sum bid have directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with the bid for this project.

The undersigned agrees that if this lump sum proposal is accepted by the Owner, Bidder will enter into the Contract, furnishing all bonds and other contract requirements and commence construction, within 10 business days of the Notice of Award/Notice to Proceed, and will complete the entire Work of the Contract within the given schedule and the provisions of the project specifications.

Respectfully submitted this 30th day of January, 2024.

Submitted By: Brenca Contractors, Inc. (Name of bidding firm or corporation).

Authorized Signature: Dakota Carie (Handwritten signature).

Signed By: Dakota Carie (Type or print name).

Title: Office Manager (Owner/Partner/President/Vice President).

Street Address: 26079 Schoenherr Rd

City, State, Zip: Warren, MI 48089

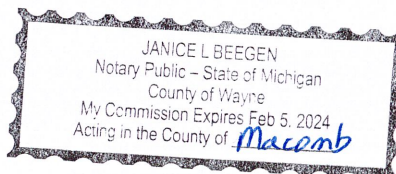
Phone: 586-758-6000

Witness Signature: Janice L. Beegen (Notary Public signature).

Witness By: Janice L. Beegen (Type or print name).

Notary Public Commission No.: N/A

Notary Public Seal:



END OF DOCUMENT 00 4113

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brenca Contractors, Inc.
26079 Schoenherr
Warren, MI 48089

SURETY:

(Name, legal status and principal place
of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383-2900

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

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

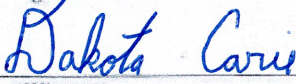
Stanley Park Improvements - MDNR Project No. 26-01868

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

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

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

Signed and sealed this 30th day of January, 2024


(Witness)

Brenca Contractors, Inc.

(Principal)

(Seal)

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

(Title)

Susan L Small, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jeffrey A. CHANDLER, Meagan L. REYNOLDS, Kathleen M. IRELAN, Ian J. DONALD, Alan P. CHANDLER, Robert TROBEC, Terence J. GRIFFIN, Susan L. SMALL, T L YOUNG of Troy, Michigan, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of August, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

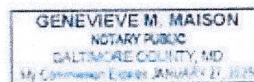
By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 24th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of January, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790