



PARKS AND RECREATION COMMITTEE MEETING
LOCATION: TOWNSHIP ANNEX, 7527 HIGHLAND ROAD, WHITE LAKE, MICHIGAN 48383
WEDNESDAY, FEBRUARY 14, 2024 – 6:30 PM

White Lake Township | 7525 Highland Rd | White Lake, MI 48383 | Phone: (248) 698-3300 | www.whitelaketwp.com

AGENDA

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES**
 - A. [December 13, 2023](#)
5. **CALL TO PUBLIC**
6. **NEW/CONTINUING BUSINESS**
 - A. [Recommendation to the Township Board: Triangle Trail Construction Bid Award](#)
 - B. [Recommendation to Township Board: Triangle Trail Construction Administration Contract Award](#)
 - C. [Recommendation to Township Board: Stanley Park Phase 1 Base Bid and Alternate Bids](#)
 - D. [Discussion on Debt Service: Township Board Proposal to Issue Bonds to Fund Construction of Stanley Park Phase 1 and Triangle Trail](#)
7. **OTHER BUSINESS**
8. **STAFF REPORT**
9. **COMMUNICATIONS**
 - A. Member Communications
10. **ADJOURNMENT**
 - A. NEXT MEETING DATE: **Wednesday, April 10, 2024**

Procedures for accommodations for persons with disabilities: The Township will follow its normal procedures for individuals with disabilities needing accommodations for effective participation in this meeting. **Please contact the Township Clerk's office at (248) 698-3300 X-164 at least two days in advance of the meeting.** An attempt will be made to make reasonable accommodations.

**WHITE LAKE TOWNSHIP
PARKS AND RECREATION COMMITTEE
December 13, 2023**

CALL TO ORDER/ PLEDGE OF ALLEGIANCE.

Chairperson Carlock called the special meeting to order at 6:03 p.m. and led the Pledge of Allegiance. Roll was called.

ROLL CALL:

Andrea Voorheis, Township Board Liaison
Kathleen Aseltyne, Vice-Chair
Rhonda Grubb
Merrie Carlock, Chair

Absent:

Alexandra Schillack

Also Present:

Justin Quagliata, Staff Planner
Hannah Kennedy-Galley, Recording Secretary

APPROVAL OF AGENDA

MOTION by Member Aseltyne, seconded by Member Grubb, to approve the agenda as presented. The motion carried with a voice vote: (4 yes votes).

APPROVAL OF MINUTES

A. Minutes of October 11, 2023

MOTION by Member Grubb, seconded by Member Aseltyne, to approve the meeting minutes of October 11, 2023 as presented. The motion carried with a voice vote: (4 yes votes).

CALL TO PUBLIC

Gianna Pendley, 5335 Wayne Road, spoke regarding her non-profit and wanted input regarding creating a war memorial concept for the Township.

NEW/CONTINUING BUSINESS

A. Recommendation to the Township Board: 2024 Millage Proposal

Staff Planner Quagliata summarized what the Committee had previously discussed: the millage recommendation was 10-years (2024-2033), 0.5 mill and an estimated \$791,533 would be collected in 2024 if the increase was passed. A property owner would pay \$87.50 annually if the proposed increase was passed. Funds collected from the millage increase would help supplement parks and recreation projects outlined in the 2024-2029 Capital Improvement Plan (CIP). Staff Planner Quagliata thought the Board of Trustees (BOT) would be in favor of the recommendation.

MOTION by Member Aseltyne, seconded by Member Grubb, to authorize the Township Attorney to prepare ballot language consistent with the 2018 millage for a new 10-year (2024-2033), 0.5 mill parks and recreation millage. The motion carried with a roll call vote: (4 yes votes) (Aseltyne/yes, Grubb/yes, Carlock/yes, Voorheis/yes).

B. Discussion: Tree Lighting Recap

Kelly Lang, Supervisor's Office, stated the Tree Lighting was a success. She gave a summary of the event, and the amount of money spent and the amount of money donated. There was an estimated 750 people in attendance.

Member Voorheis excused herself at 6:40 P.M.

OTHER BUSINESS

A. Meeting Time Update

Staff Planner Quagliata said the Township Board approved meeting start times for BOT, Planning Commission, Parks and Rec Committee, and Zoning Board of Appeals (ZBA) to begin at 6:30 P.M. beginning January 2024.

STAFF REPORT

Staff Planner Quagliata said the Triangle Trail and Stanley Park projects would be advertised for bid in January.

COMMUNICATIONS

A. Member Communications

Member Aseltyne and Member Carlock would not be present for the January 10 meeting. There was a possibility of the January meeting being canceled.

ADJOURNMENT

**MOTION by Member Aseltyne, seconded by Member Grubb, to adjourn at 6:44 P.M.
The motion carried with a voice vote: (4 yes votes).**



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

February 7, 2024

Mr. Rik Kowall
Supervisor
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

RE: Township Triangle Trail

Dear Mr. Kowall

White Lake Township received bids on January 30, 2024, for the Township Triangle Trail Project for pathway installations along portions of Elizabeth Lake Road, Teggerdine Road, and Highland Road. Please find attached the tabulation of bids opened on January 30, 2024.

The project was advertised by the Township starting on January 4th, 2024 on bidnetdirect.com (formerly MITN). The advertisement resulted in only one bid on the project despite having over 35 plan holders. The bid was submitted by Fonson Company, Inc. The bid was separated into two project areas, the base bid area consisting of pathways along Elizabeth Lake Road and Teggerdine Roads; and an “alternate” project area that consists of a pathway along Highland Road. The base bid value was \$385,775.00, and the alternate bid value was \$219,640.50. The bid has been examined and found to be in order.

An engineers estimate of construction costs was put together prior to bidding this project and DLZ estimated the total construction cost for both base bid and the alternate section would be \$497,281, it should be noted however that the DLZ estimate did not include a few of the items that were on the final bid form and those items total approximately \$60,000 of the Fonson Company bid. The total of The Fonson Company, Inc. bid for both options is \$605,415.50. This is approximately \$48,000 above the adjusted DLZ estimate or 11% over the estimated construction costs.

Fonson Company, Inc. was the contractor that constructed the Elizabeth Lake Road and Teggerdine Road Roundabout in 2023 including the existing sidewalk that this project will connect to. DLZ contacted the Oakland County Road Commission as a reference for Fonson Company, Inc. as of the writing of this letter we have not received a response from the Road Commission, but our understanding is that the roundabout project was completed on time and the work was satisfactory.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Township Triangle Trail
Recommendation
Page 2 of 2

There are many options for the Township to consider. As only one bid was received, the Township could reject the bid, and try and rebid the project at a later date and hope to solicit more interest upon rebidding. There is no guarantee this would be successful. If the Township desires to move forward with the project at the current bid price, the Township has the option to award the base bid work along Elizabeth Lake Road and Teggerdine Roads; or award the base bid work as well as the “alternate” project area that consists of a pathway along Highland Road.

The relatively small quantity of work on this project likely plays into the difference between the DLZ estimate and the bid value, and the continuing inflation on construction costs make rebidding to try and achieve a better price risky. DLZ understands this project is a priority for the Township to help provide connectivity to Stanley Park and eventually the new Township Civic Center, therefore DLZ recommends the Township award a contract to Fonson Company, Inc. of Brighton, Michigan for the base bid and alternate work for a value of \$605,415.50. We recommend the Township consider approving an 8% contingency for the project to accommodate small changes to the project scope as they may arise during construction. The contract documents include provisions for a bid hold period of 60 days to accommodate Township Meetings and Approval procedures.

Please feel free to call me if you have any questions on this information.

Sincerely,

Michael Leuffgen, P.E.
Department Manager

CC: Sean O’Neil, Director, Community Development Department, White Lake Township

Attachments: Bid Tab

Elizabeth Lake Road Section				Fonson	
Item	Description	Unit	QNTY	Unit Price	Amount
1	Curb and Gutter, Rem	LF	16	\$ 20.00	\$ 320.00
2	Curb, Rem	FT	2	\$ 10.00	\$ 20.00
3	Culv, End, Rem Less than 24 inch	EA	1	\$ 125.00	\$ 125.00
4	Tree, Rem, 6 inch to 18 inch	EA	6	\$ 725.00	\$ 4,350.00
5	Misc Obstruction, Rem	CYD	4	\$ 150.00	\$ 600.00
6	Barricade, Temp	EA	2	\$ 90.00	\$ 180.00
7	Sign, Type III, Rem	EA	1	\$ 25.00	\$ 25.00
8	Clearing	AC	0.13	\$ 14,000.00	\$ 1,820.00
9	Sewer, Cl A, 12 inch, TR DET A	FT	25	\$ 65.00	\$ 1,625.00
10	Culv, Cl F, CSP, 12 inch	FT	20	\$ 55.00	\$ 1,100.00
11	Curb Ramp Opening, Conc	FT	16	\$ 44.50	\$ 712.00
12	Dr Structure, 24 inch Dia	EA	1	\$ 1,200.00	\$ 1,200.00
13	Dr Structure, Cover Type B	EA	1	\$ 640.00	\$ 640.00
14	Culv End Section, 12 Inch	EA	1	\$ 650.00	\$ 650.00
15	Shared Use Path, HMA	TONS	111	\$ 210.00	\$ 23,310.00
16	Shared Use Path, Aggregate, LM	CYD	61	\$ 200.00	\$ 12,200.00
17	Erosion Control, Silt Fence	FT	750	\$ 3.50	\$ 2,625.00
18	Excavation	CYD	180	\$ 60.00	\$ 10,800.00
19	Restoration	LS	1	\$ 10,700.00	\$ 10,700.00
Teggerdine Section					
Item	Description	Unit	QNTY	Unit Price	Amount
20	Masonry and Conc Structure, Rem	YDS	2	\$ 265.00	\$ 530.00
21	HMA Surface, Rem	SYD	9	\$ 40.00	\$ 360.00
22	Stump, Rem, 19 inch to 36 inch	EA	1	\$ 500.00	\$ 500.00
23	Stump, Rem, 6 inch to 18 inch	EA	3	\$ 250.00	\$ 750.00
24	Tree, Rem, 6 inch to 18 inch	EA	14	\$ 725.00	\$ 10,150.00
25	Curb and Gutter, Rem	LF	12	\$ 20.00	\$ 240.00
26	Sidewalk, Conc, 4 inch	SFT	9871	\$ 11.00	\$ 108,581.00
27	Erosion Control, Inlet Protection, Fabric Drop	EA	2	\$ 125.00	\$ 250.00
28	Post, Flexible, Delineator	EA	3	\$ 100.00	\$ 300.00
29	Curb Ramp, Conc, 6 inch	SFT	324	\$ 17.00	\$ 5,508.00
30	Detectable Warning Surface	FT	40	\$ 80.00	\$ 3,200.00
31	Sewer, CLIV, 18 inch, TR DET A	FT	165	\$ 90.00	\$ 14,850.00
32	Culv, End Sect, Conc 18 inch	EA	1	\$ 900.00	\$ 900.00
33	Culv End Sec 18, Grate	EA	1	\$ 275.00	\$ 275.00
34	Riprap, Plain	SYD	3	\$ 325.00	\$ 975.00
35	Erosion Control, Silt Fence	FT	2300	\$ 3.50	\$ 8,050.00
36	Dr Structure, 60 inch dia	EA	1	\$ 4,250.00	\$ 4,250.00
37	Dr Structure, Cover B	EA	1	\$ 640.00	\$ 640.00
38	Dr Structure, 48 inch dia	EA	2	\$ 2,400.00	\$ 4,800.00
39	Dr Structure, Cover type E	EA	2	\$ 465.00	\$ 930.00
40	Sewer, CLIV, 12 inch, TR DET A	FT	10	\$ 75.00	\$ 750.00
41	Curb Ramp Opening, Conc	LF	12	\$ 44.50	\$ 534.00
42	Excavation, Earth	CYD	320	\$ 60.00	\$ 19,200.00
43	Restoration	LS	1	\$ 37,500.00	\$ 37,500.00
44	Traffic Control and Signage	LS	1	\$ 32,750.00	\$ 32,750.00
45	Mobilization	LS	1	\$ 38,500.00	\$ 38,500.00
46	Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
47	SESC Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
48	Testing Allowance	LS	1	\$ 7,500.00	\$ 7,500.00
Total Base Bid Price					\$ 385,775.00

Alternate Bid: M-59 Sections				Fonson	
Item	Description	Unit	QNTY	Unit Price	Amount
1A	Mobilization	LS	1	\$ 21,950.00	\$ 21,950.00
2A	Sign Type III Salvage	EA	2	\$ 50.00	\$ 100.00
3A	HMA Surface, Rem	SYD	932	\$ 10.00	\$ 9,320.00
4A	Curb, Rem	LF	219	\$ 10.00	\$ 2,190.00
5A	Post, Rem	EA	2	\$ 55.00	\$ 110.00
6A	Erosion Control, Inlet Filter, Fabric Drop	EA	6	\$ 125.00	\$ 750.00
7A	Hydrant, Adj	EA	1	\$ 1,030.00	\$ 1,030.00
8A	Drainage Structure, Adj	EA	4	\$ 325.00	\$ 1,300.00
9A	Erosion Control, Silt Fence	FT	1026	\$ 3.50	\$ 3,591.00
10A	Dr Structure, 12 Inch	EA	1	\$ 1,300.00	\$ 1,300.00
11A	Sewer, CI F, 12 Inch	LF	12	\$ 60.00	\$ 720.00
12A	Culvert End Section, 12 Inch	EA	1	\$ 260.00	\$ 260.00
13A	Curb Ramp Opening	LF	53	\$ 44.50	\$ 2,358.50
14A	Curb, Type F-2	FT	244	\$ 54.00	\$ 13,176.00
15A	HMA Approach, HMA	TONS	61	\$ 210.00	\$ 12,810.00
16A	HMA Approach, Aggregate Base, 10 Inch	SYD	153	\$ 60.00	\$ 9,180.00
17A	Shared Use Path, HMA	TONS	155	\$ 210.00	\$ 32,550.00
18A	Shared Use Path, Aggregate, LM	CYD	124	\$ 190.00	\$ 23,560.00
19A	Shared Use Path, Grading	LF	896	\$ 35.00	\$ 31,360.00
20A	Restoration	LS	1	\$ 20,200.00	\$ 20,200.00
21A	Traffic Control and Signage	LS	1	\$ 14,325.00	\$ 14,325.00
22A	Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
23A	SESC Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
24A	Testing Allowance	LS	1	\$ 7,500.00	\$ 7,500.00
Total Alternate Bid Price					\$ 219,640.50

BID FORM

Triangle Pathway

DLZ Project # 2145-7329-00

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DUE DATE: January 30, 2024 at 2:00 PM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Charter Township of White Lake, 7525 Highland Road, White Lake, Michigan 48383.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	1/25/24
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; (3) that have been noted in Project Manual Section 00-31-00 Available Information.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices**Base Bid: Elizabeth Lake and Teggerdine Rd Sections**

Elizabeth Lake Section Totals					
Item No.	Item Description	Unit	Estimated Quantity	Proposal Bid Unit Price	Proposal Bid Price
1	Curb and Gutter, Rem	LF	16	\$ 20.00	\$ 320.00
2	Curb, Rem	FT	2	\$ 10.00	\$ 20.00
3	Culv, End, Rem Less than 24 inch	EA	1	\$ 125.00	\$ 125.00
4	Tree, Rem, 6 inch to 18 inch	EA	6	\$ 725.00	\$ 4,350.00
5	Misc Obstruction, Rem	CYD	4	\$ 150.00	\$ 600.00
6	Barricade, Temp	EA	2	\$ 90.00	\$ 180.00
7	Sign, Type III, Rem	EA	1	\$ 25.00	\$ 25.00
8	Clearing	AC	0.13	\$ 14,000.00	\$ 1,820.00
9	Sewer, CI A, 12 inch, TR DET A	FT	25	\$ 65.00	\$ 1,625.00
10	Culv, CI F, CSP, 12 inch	FT	20	\$ 55.00	\$ 1,100.00
11	Curb Ramp Opening, Conc	FT	16	\$ 44.50	\$ 712.00
12	Dr Structure, 24 inch Dia	EA	1	\$ 1,200.00	\$ 1,200.00
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15	Shared Use Path, HMA	TONS	111	\$ 210.00	\$ 23,310.00
16	Shared Use Path, Aggregate, LM	CYD	61	\$ 200.00	\$ 12,200.00
17	Erosion Control, Silt Fence	FT	750	\$ 3.50	\$ 2,625.00
18	Excavation	CYD	180	\$ 60.00	\$ 10,800.00
19	Restoration	LS	1	\$ 10,700.00	\$ 10,700.00
Teggerdine Section Totals					
Item No.	Item Description	Unit	Estimated Quantity	Proposal Bid Unit Price	Proposal Bid Price
20	Masonry and Conc Structure, Rem	YDS	2	\$ 265.00	\$ 530.00
21	HMA Surface, Rem	SYD	9	\$ 40.00	\$ 360.00
22	Stump, Rem, 19 inch to 36 inch	EA	1	\$ 500.00	\$ 500.00
23	Stump, Rem, 6 inch to 18 inch	EA	3	\$ 250.00	\$ 750.00
24	Tree, Rem, 6 inch to 18 inch	EA	14	\$ 725.00	\$ 10,150.00
25	Curb and Gutter, Rem	LF	12	\$ 20.00	\$ 240.00
26	Sidewalk, Conc, 4 inch	SFT	9871	\$ 11.00	\$ 108,581.00
27	Erosion Control, Inlet Protection, Fabric Drop	EA	2	\$ 125.00	\$ 250.00
28	Post, Flexible, Delineator	EA	3	\$ 100.00	\$ 300.00
29	Curb Ramp, Conc, 6 inch	SFT	324	\$ 17.00	\$ 5,508.00

CHARTER TOWNSHIP OF WHITE LAKE

BID FORM 00 42 13

30	Detectable Warning Surface	FT	40	\$ 80.00	\$ 3,200.00
31	Sewer, CLIV, 18 inch, TR DET A	FT	165	\$ 90.00	\$ 14,850.00
32	Culv, End Sect, Conc 18 inch	EA	1	\$ 900.00	\$ 900.00
33	Culv End Sec 18, Grate	EA	1	\$ 275.00	\$ 275.00
34	Riprap, Plain	SYD	3	\$ 325.00	\$ 975.00
35	Erosion Control, Silt Fence	FT	2300	\$ 3.50	\$ 8,050.00
36	Dr Structure, 60 inch dia	EA	1	\$ 4,250.00	\$ 4,250.00
37	Dr Structure, Cover B	EA	1	\$ 640.00	\$ 640.00
38	Dr Structure, 48 inch dia	EA	2	\$ 2,400.00	\$ 4,800.00
39	Dr Structure, Cover type E	EA	2	\$ 465.00	\$ 930.00
40	Sewer, CLIV, 12 inch, TR DET A	FT	10	\$ 75.00	\$ 750.00
41	Curb Ramp Opening, Conc	LF	12	\$ 44.50	\$ 534.00
42	Excavation, Earth	CYD	320	\$ 60.00	\$ 19,200.00
43	Restoration	LS	1	\$ 37,500.00	\$ 37,500.00
44	Traffic Control and Signage	LS	1	\$ 32,750.00	\$ 32,750.00
45	Mobilization	LS	1	\$ 38,500.00	\$ 38,500.00
46	Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
47	SESC Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
48	Testing Allowance	LS	1	\$ 7,500.00	\$ 7,500.00
Total Price				\$	\$ 385,775.00

Alternate Bid: M-59 sections

M-59 Quantities					
Item No.	Item Description	Unit	Estimated Quantity	Proposal Bid Unit Price	Proposal Bid Price
1A	Mobilization	LS	1	\$ 21,950.00	\$ 21,950.00
2A	Sign Type III Salvage	EA	2	\$ 50.00	\$ 100.00
3A	HMA Surface, Rem	SYD	932	\$ 10.00	\$ 9,320.00
4A	Curb, Rem	LF	219	\$ 10.00	\$ 2,190.00
5A	Post, Rem	EA	2	\$ 55.00	\$ 110.00
6A	Erosion Control, Inlet Filter, Fabric Drop	EA	6	\$ 125.00	\$ 750.00
7A	Hydrant, Adj	EA	1	\$ 1,030.00	\$ 1,030.00
8A	Drainage Structure, Adj	EA	4	\$ 325.00	\$ 1,300.00
9A	Erosion Control, Silt Fence	FT	1026	\$ 3.50	\$ 3,591.00
10A	Dr Structure, 12 Inch	EA	1	\$ 1,300.00	\$ 1,300.00
11A	Sewer, CI F, 12 Inch	LF	12	\$ 60.00	\$ 720.00
12A	Culvert End Section, 12 Inch	EA	1	\$ 260.00	\$ 260.00
13A	Curb Ramp Opening	LF	53	\$ 44.50	\$ 2,358.50
14A	Curb, Type F-2	FT	244	\$ 54.00	\$ 13,176.00
15A	HMA Approach, HMA	TONS	61	\$ 210.00	\$ 12,810.00
16A	HMA Approach, Aggregate Base, 10 Inch	SYD	153	\$ 60.00	\$ 9,180.00
17A	Shared Use Path, HMA	TONS	155	\$ 210.00	\$ 32,550.00

18A	Shared Use Path, Aggregate, LM	CYD	124	\$ 190.00	\$ 23,560.00
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20A	Restoration	1	LS	\$ 20,200.00	\$ 20,200.00
21A	Traffic Control and Signage	1	LS	\$ 14,325.00	\$ 14,325.00
22A	Permit Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
23A	SESC Permit Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
24A	Testing Allowance	1	LS	\$ 7,500.00	\$ 7,500.00
Total Price				\$	\$ 219,640.50

Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

- B. Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- B. Bidder agrees that the Work will be substantially complete on or before September 30, 2024, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2024.
- C. Bidder accepts the provisions of the Agreement as to liquidated damages.

6.02 LIQUIDATED DAMAGES FOR DELAY

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer damages if the Work is not completed within the times specified in Paragraphs 6.01.A and B above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual damages suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the following amount.

1.

<u>Original Contract Amount</u>		
<u>From More Than</u>	<u>To & Including</u>	<u>Amount of Liquidated Damages/per calendar day</u>
\$ 0	\$ 50,000	\$ 200.00
50,000	500,000	500.00
500,000	2,000,000	1,000.00
2,000,000	5,000,000	1,500.00

2. In addition to the liquidated damages in paragraph 6.02.A.1, CONTRACTOR shall be responsible for the cost to OWNER of additional services of ENGINEER's office and field personnel resulting from the delay. The cost of the additional ENGINEER's services shall be charged against the monies due CONTRACTOR at the following rates:

Office Personnel	\$ 140.00 per hour*
Field Personnel (Up to 40 hours per week)	\$ 92.00 per hour*
Field Personnel (Over to 40 hours per week)	\$ 138.00 per hour*

*Plus expenses that shall include all travel and out-of-pocket expenses incurred by office and field personnel.

6.03 Bidder accepts the provisions of the Proposal as to liquidated damages for delay in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Representations and Certifications;

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Fonson Company, Inc.

By: 
[Signature]

[Printed name] Brendan Fons, Secretary

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Kirk Cooley

Title: General Manager

Submittal Date: 1/30/24

Address for giving notices:

7644 Whitmore Lake Rd, Brighton, MI, 48116

CHARTER TOWNSHIP OF WHITE LAKE

BID FORM 00 42 13

Telephone Number: 810-231-5188

Fax Number: 810-231-5404

Contact Name and e-mail address: Brendan Fons

bfons@fonsoninc.com

Triangle Pathway

ADDENDUM NO. 1
January 25, 2024

THIS IS AN ADDENDUM

TO PROSPECTIVE BIDDERS AND OTHERS CONCERNED:

This addendum amends or supplements the Procurement Section, Drawings and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in this Addendum have the meanings stated in the General Conditions. Additional terms used in this Addendum have the meanings stated below, which are applicable to both the singular and plural thereof.

I. PROCUREMENT

II. DRAWINGS

- A. Replace the following plan sheets:
 - a. C-501. Control Joints are not to be sealed with polyurethane sealant per Engineer’s Comment.

III. CONTRACT DOCUMENTS

B. GENERAL REQUIREMENTS


C. TECHNICAL SPECIFICATIONS

- a. Replace attached Specification 321623 - Sidewalks (7 pages)

Prospective bidders shall attach this Addendum page to their proposal and shall sign the Addendum and submit same with bid and shall enter Addendum Number and date on the Bid Form. Failure to include signed Addendum with bid proposal shall be cause for rejection of bid.

Fonson Company, Inc.

(Bidder)

By: 
Date: 1/30/24
Title: Secretary

FONSON COMPANY, INC.**CONSENT RESOLUTIONS OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS**

I, the undersigned, being the sole Director of **FONSON COMPANY, INC.**, a Michigan corporation (the "Corporation"), hereby waive the necessity of notice and holding of the annual meeting of the Board of Directors of the Corporation and in its stead adopt as of June 01, 2023, the following:

RESOLVED, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation, or removal with or without cause by the Board of Directors):

President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Brendan J. Fons
Treasurer:	Peter D. Scodeller

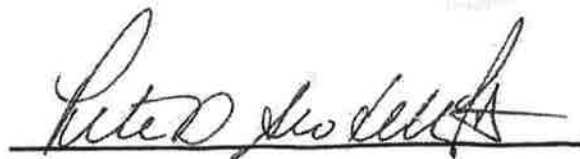
RESOLVED, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Kirk T. Cooley, is appointed General Manager and shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Brendan J. Fons, shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

Dated as of:
June 01, 2023



Peter D. Scodeller, President

LARA Corporations
Online Filing System
 Department of Licensing and Regulatory Affairs

ID Number: 800779492

[Request certificate](#)

[Return to Results](#)

[New search](#)

Summary for: FONSON COMPANY, INC.

The name of the DOMESTIC PROFIT CORPORATION: FONSON COMPANY, INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800779492 **Old ID Number:** 05940V

Date of Incorporation in Michigan: 08/27/2014

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2023

Most Recent Annual Report with Officers & Directors: 2018

The name and address of the Resident Agent:

Resident Agent Name: PETER D SCODELLER

Street Address: 7644 WHITMORE LAKE RD

Apt/Suite/Other:

City: BRIGHTON

State: MI

Zip Code: 48116

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	PETER SCODELLER	7644 WHITMORE LAKE RD BRIGHTON, MI 48116 USA
TREASURER	PETER SCODELLER	7644 WHITMORE LAKE RD BRIGHTON, MI 48116 USA
SECRETARY	PETER SCODELLER	7644 WHITMORE LAKE RD BRIGHTON, MI 48116 USA
DIRECTOR	PETER SCODELLER	7644 WHITMORE LAKE RD BRIGHTON, MI 48116 USA

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 1,000

Written Consent

View filings for this business entity:

ALL FILINGS ANNUAL REPORT/ANNUAL STATEMENTS ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION
View filings

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

March 2, 2023

Fonson Company, Inc.
7644 Whitmore Lake Rd
Brighton MI 48116-1662

Vendor ID: 07604

Dear Contractor:

Thank you for your interest in doing business with the Michigan Department of Transportation (MDOT) as a prequalified construction contractor. This is to inform you that the application submitted for prequalification by **Fonson Company, Inc. has been approved.**

In accordance with our Administrative Rules, an **overall financial rating of \$66,086,000.00** has been established which covers numerical ratings in the classifications(s) listed below:

100	(\$100,000.00)	Cb	Hot Mix Asphalt/Bituminous Paving
20000	(\$20,000,000.00)	Ea	Grading, Drainage Structures & Agg. Cons
20000	(\$20,000,000.00)	I	Sodding And Seeding/Turf Establishment
20000	(\$20,000,000.00)	K	Sewers and Watermains
20000	(\$20,000,000.00)	N2	Clearing & Grubbing

This prequalification rating is effective until April 30, 2024 ; a renewal application must be submitted by this date to prevent removal of prequalification.

If the assigned rating is not satisfactory, the Prequalification Committee must be notified in writing within 15 days of having been advised of the rating granted. MDOT may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in its opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

If you have any questions or need additional information, please use the following contacts:

Construction Prequalification: MDOTPrequal@michigan.gov , [Prequalification Website](#)

Bid Letting (electronic bidding process): MDOT-BidLetting@michigan.gov , [Bid Letting Website](#)

Congratulations on your status as an MDOT Construction Prequalified Contractor. MDOT's Construction Prequalification team looks forward to working with you!

Lawrence F. Strzalka
Construction Contracts Section Manager
Contract Services Division

PROPOSAL REPRESENTATION AND CERTIFICATION

Section 00 45 00

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Brendan Fons, Secretary
Name and Title of Authorized Representative

Fonson Company, Inc.
Name of Participant Agency or Firm

[Signature] 1/30/24
Signature of Authorized Representative Date

I am unable to certify to the above statement. Attached is my explanation.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Fonson Company, Inc.
7644 Whitmore Lake Rd
Brighton, MI 48116

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Charter Township of White Lake, Michigan
7525 Highland Road
White Lake, MI 48383

BOND AMOUNT: Five Percent of the Total Amount Bid

PROJECT:

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

Triangle Path

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.

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)

Ryan Foley

(Witness) Ryan Foley

Fonson Company, Inc.

(Principal)

(Seal)


(Title) Brendan Fons, Secretary
Westfield Insurance Company

(Surety)

(Seal)


(Title) Theresa J Foley, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/30/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

Item A.

POWER NO. 2140082 03

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JUDY K. WILSON, VICKI S. DUNCAN, KRISTIE A. PUDVAN, SUSAN E. HURD, NICHOLAS R. HYLANT, MICHAEL SCHATZ, KATHY S. ZACK, JENNIFER A. JAROSZ, JAMIE M. LAURENCELLE, SARAYU S. NAIR, THERESA J. FOLEY, JOINTLY OR SEVERALLY

of ANN ARBOR and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of JUNE A.D., 2022 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 30th day of JUNE A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of January A.D., 2024 .



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

June 26, 2020

Mr. Rik Kowall, Supervisor
Charter Township of White Lake
7525 Highland Road
White Lake, Michigan 48383-2900

**RE: Proposal for Professional Civil Engineering Services Civic Center Loop Pathway Project
White Lake Township, Michigan**

Dear Mr. Kowall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to White Lake Township (TOWNSHIP) for professional engineering services related to the Civic Center Loop Pathway project.

The following agreement between DLZ and the TOWNSHIP is separate and distinct from any other agreement between DLZ and the TOWNSHIP.

DLZ will provide the following services to the TOWNSHIP in conjunction with the Civic Center Loop Pathway project. Per the TOWNSHIP's request, we have separated the fees to include both base and alternate bid fees. The base bid includes services related to the pathway along Elizabeth Lake Road and Teggerdine Road, while the alternate includes additional services related to the pathway along M-59. Please refer to Exhibit B for limits of the proposed base and alternate bid services.

SCOPE OF SERVICES

A. Design Development, Construction Documents, and Bidding Phases Services

- DLZ will complete a topographic survey of the project corridor from center line of the roadway to right-of-way (ROW) including locating visible utilities.
- DLZ will make a recommendation on the final design of the proposed pathway and ADA ramps.
- DLZ will prepare a complete set of drawings for pathway construction.
- DLZ will prepare specifications for bidding.
- DLZ will coordinate with appropriate governmental agencies and obtain necessary permits to complete the project.
- DLZ will prepare an opinion of probable cost for the proposed construction.
- DLZ will assist in taking bids and make a recommendation as to the lowest responsible bidder.
- DLZ will attend a pre-bid meeting and prepare meeting minutes and participate in the bidding process.

4494 Elizabeth Lake Rd, Waterford Township, MI 48328 | OFFICE 248.681.7800 | ONLINE WWW.DLZ.COM



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Proposal for Engineering Services
Civic Center Loop Pathway, White Lake Township
June 26, 2020
Page 2 of 3

B. Construction Phase Services

- DLZ will organize and attend a preconstruction meeting and prepare minutes of the meeting.
- DLZ will review shop drawings/submittals.
- DLZ will perform construction staking for the project, including grading limits, pathway alignment (horizontal and vertical), and Americans with Disabilities Act (ADA) ramps.
- DLZ will provide full-time inspection of the project, while major work is being performed. DLZ staff will keep records of all work activity in Daily Field Observation Reports and track all work items.
- DLZ will complete material Testing in accordance with MDOT requirements.
- DLZ will review and advise the TOWNSHIP on pay quantities and pay applications.
- DLZ will review contractor's compliance with general contract requirements.
- DLZ will provide weekly updates to the TOWNSHIP and assist the TOWNSHIP with resolving any complaints or concerns that arise during construction.
- DLZ will provide as-built information for the final project construction.

MATTERS OF UNDERSTANDING

- It is DLZ's understanding that should the TOWNSHIP wish to complete the design of the 8-foot wide pathway along M-59, that portion of the project would be bid as an alternate.
- It is DLZ's understanding that the existing crosswalks crossing M-59 will be maintained and the proposed pathway will tie into these existing ADA ramps.
- It is DLZ's understanding that the intersection of Teggerdine Road and Elizabeth Lake Road will be reconstructed soon, and the proposed pathway design will account for the intersection realignment.

TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Work Order Proposal. The Client referred to in the Standard Terms and Conditions means the Charter Township of White Lake.

PROFESSIONAL FEE

- For **Base Bid** DLZ design services related to Teggerdine and Elizabeth Lake Road pathways described in **SECTION A** of the **Scope of Services**, DLZ proposes to charge, and the Township agrees to pay a Not to Exceed Fee of **\$35,000.00**.
- For **Alternate** DLZ design services related to the M-59 pathway described in **SECTION A** of the **Scope of Services**, DLZ proposes to charge, and the Township agrees to pay a Not to Exceed Fee of **\$20,000.00**.
- For **Base Bid** DLZ construction engineering services related to Teggerdine and Elizabeth Lake Road pathways described in **SECTION B** of the **Scope of Services**, DLZ proposes to charge, and the Township agrees to pay a Not to Exceed Fee of **\$29,500.00**.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Proposal for Engineering Services
Civic Center Loop Pathway, White Lake Township
June 26, 2020
Page 3 of 3

- For **Alternate** DLZ construction engineering services related to the M-59 pathway described in **SECTION B** of the **Scope of Services**, DLZ proposes to charge, and the Township agrees to pay a Not to Exceed Fee of **\$18,000.00**.
- The design and construction fees are based on a total project construction estimate of **\$560,000** and a three (3) to four (4) month construction schedule.
- Invoices will be rendered monthly based on the actual hours expended multiplied by the rate shown on the Exhibit B Rate Schedule of Fees for the classification of the individual providing services to the TOWNSHIP.

DLZ and its employees comply with all coronavirus protocols and guidelines, including all updates and revisions thereto, issued by the States in which DLZ provides services and the U.S. Centers for Disease Control and Prevention (CDC). DLZ time and expense for additional safety protocols or training required by the Charter Township of White Lake or its representatives are not included in this proposal and will be invoiced at DLZ's standard rates.

Neither Party will be responsible or liable for delays caused by persons, events, or circumstances for which the Party, its employees, subcontractors, and subconsultants are not responsible including, but not limited to, Acts of God including delays attributable to the coronavirus pandemic.

If you approve and accept this Proposal, please sign, date and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the opportunity to submit this Letter Agreement for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Michael Leuffgen, P.E. at (248) 681-7800.

Respectfully,
DLZ MICHIGAN, INC.

Terry E. Biederman, PE
Vice President

Attachments:
Exhibit A: Standard Terms and Conditions
Exhibit B: Rate Schedule

Approved and Accepted	
Signature	
Printed Name	Rik Kowall
Title	Supervisor
Date	7-21-21

Design only 55K

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	BRENCAL 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**

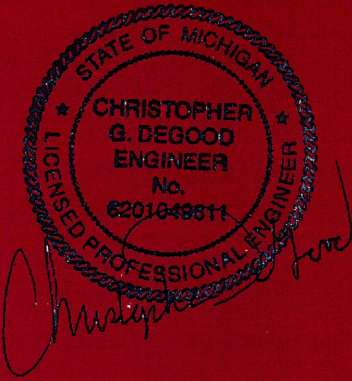
**MDNR Project Number
26-01868**

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: _____.
- 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>

Stanley Park Improvements (MDNR Project No. 26-01868)
White Lake Township, Michigan

Issued for Bidding
January 4, 2024

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: Paul E. Rude (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: Paul E. Rude (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: Paul E. Rude (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: Paul E. Rude (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: Paul E. Rude (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: Paul E. Rude (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)

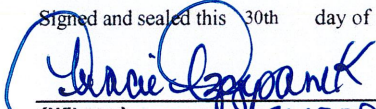
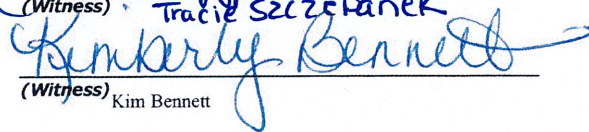
PROJECT: White Lake Charter Township- Stanley Park Improvements (MDNR) Project No. 26-01868 / Construction of Site Parking, Roadway, Trail
(Name, location or address, and Project number, if any)

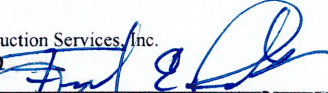
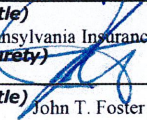
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.
(Principal)  *(Seal)*
(Title) Frank Richter, agent
Pennsylvania Insurance Company
(Surety)  *(Seal)*
(Title) John T. Foster, Attorney-in-Fact

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

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.

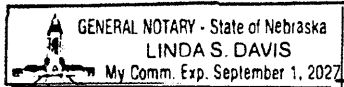
California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

By [Signature] 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.



[Signature] (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

[Signature] 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 Deduct

- 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 Deduct

- 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 Deduct

- 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 Deduct

- 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 Deduct

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>

Stanley Park Improvements (MDNR Project No. 26-01868)
White Lake Township, Michigan

Issued for Bidding
January 4, 2024

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.

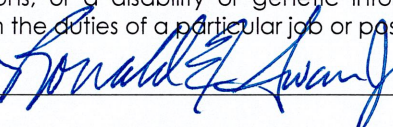
1.11 BIDDER CERTIFICATIONS

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:

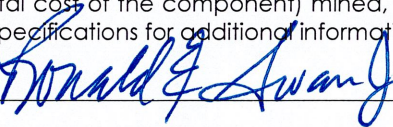
- A. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all **Land and Water Conservation Fund grant program and agency requirements**, including assisting Owner with grant reporting and reimbursement requirements. Refer to Specifications for additional information.

1. Authorized Signature:  (Handwritten signature).

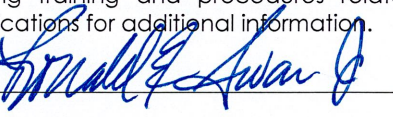
- B. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended**. In accordance with these laws, 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).

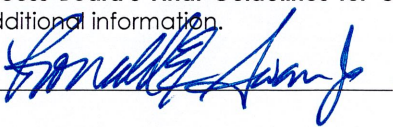
- C. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **Build America, Buy America requirements, as required by Section 70914 of the Bipartisan Infrastructure Law**. In accordance with with these laws, all iron and steel, manufactured products, 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).

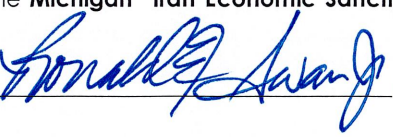
- D. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all requirements of **United States Fish and Wildlife Service (USFWS) Ecological Services Program Biological Opinion**, including training and procedures related to the Eastern Massasauga Rattlesnake. Refer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

Item C.

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

Item C.

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

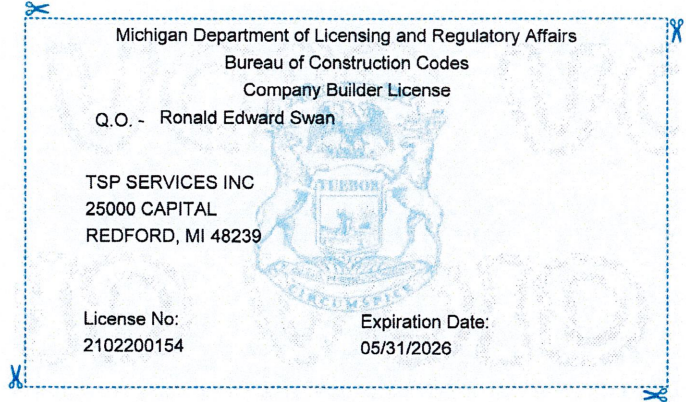
**License No.
2102200154**

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

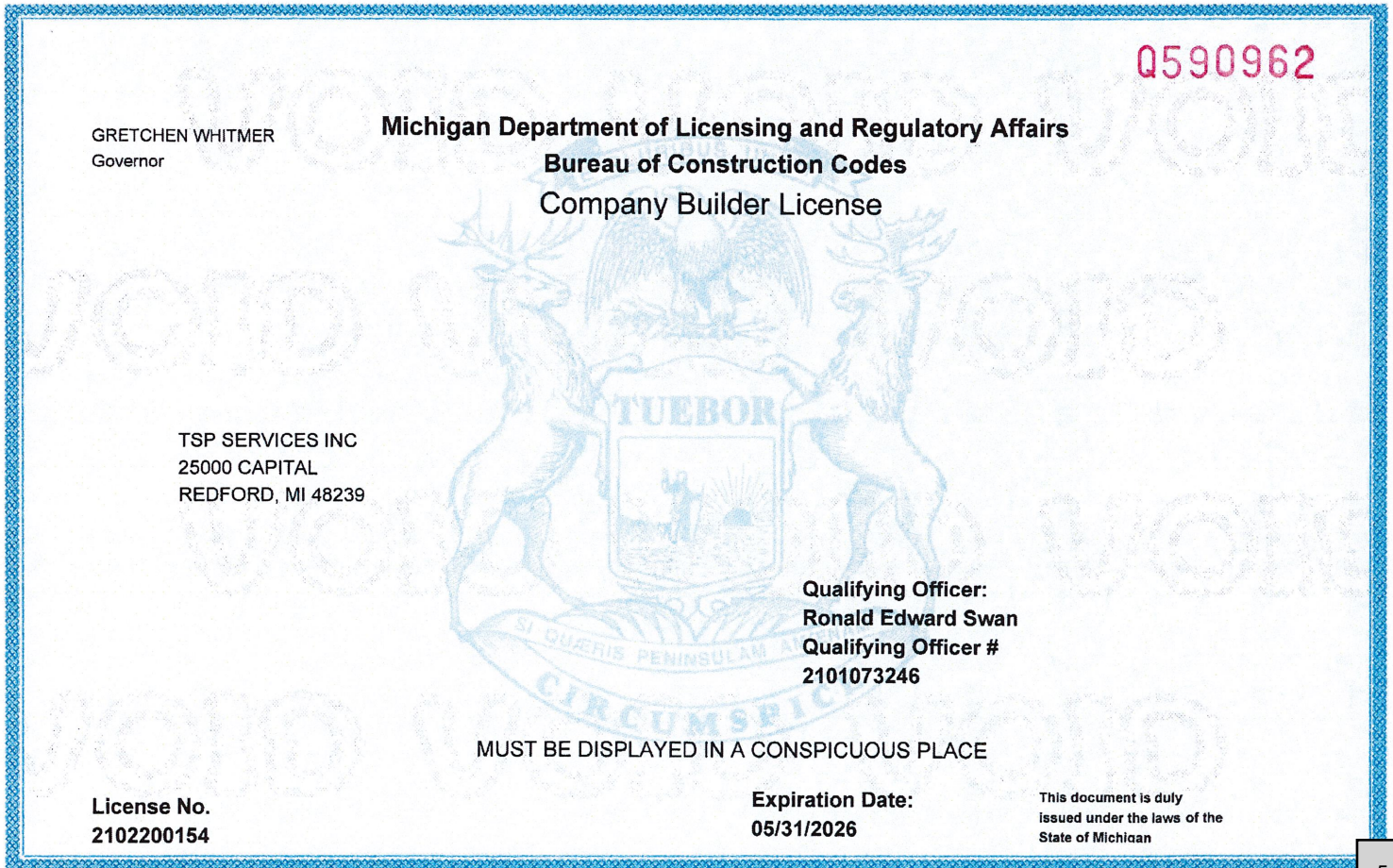
This document is duly
issued under the laws of the
State of Michigan

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

Item C.



TSP SERVICES INC
25000 CAPITAL
REDFORD, MI 48239



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**

Leslie Bevan

(Witness)

Rene Galle

(Witness)

TSP Services, Inc.
(Principal) _____ *(Seal)*
Ronald E. Swan, Jr.
(Title) Ronald E. Swan, Jr. President
Hudson Insurance Company
(Surety) _____ *(Seal)*
(Title) Susan L Small, Attorney-in-Fact

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 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:

<u>Permits</u> (e.g. bldg., sewer, water, R.O.W., soil erosion) and related fees (e.g. inspection, tap, assessment, review, surety) of..	\$20,000.00
<u>Public utility charges</u> (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	9,000
Tree Removal (1-6" cal.)	ea	170
Tree Removal (7-12" cal.)	ea	375
Tree Removal (13-18" cal.)	ea	700
Tree Removal (19-24" cal.)	ea	900
Tree Removal (over 24" cal.)	ea	1,000
 SOIL EROSION AND SEDIMENTATION CONTROL		
Stabilized Construction Access	ls	5,000
Turbidity Curtain	lf	50
Tree Protection Fence	lf	5
Filter Fabric Fence	lf	2.5
Permanent Erosion Control Mat	sf	1
 EARTHWORK		
Strip and Stockpile Topsoil	cy	5.5
Cut & Fill	cy	7.75
Class II Sand	cy	26
Undercut and Backfill with Class II Sand	cy	32
Aggregate Base (MDOT 21AA)	cy	81
Screen, Respread Topsoil	cy	15
Fine Grade to Subgrade Elevation	sy	.60
Haul Material offsite and legally dispose	cy	11
 PAVING		
Vehicular Gravel Parking Drive 8"	sy	27
Vehicular Concrete Pavement 8"	sf	12.50
Concrete Curb & Gutter	lf	25
Concrete Sidewalk 5"	sf	9
Bituminous Pathway 8' Width	lf	35
Bituminous Pathway 14' Width	lf	150
 RECREATION AND SITE FURNISHINGS		
Overlook Pier (including pier, gangway & headwall)	ls	150,000
Boardwalk (excluding headwalls)	lf	99,000
Concrete Boardwalk Headwall	ea	5,800

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

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:

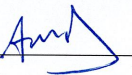
- A. The undersigned Bidder hereby certifies that it, and all subcontractors, will comply with all **Land and Water Conservation Fund grant program and agency requirements**, including assisting Owner with grant reporting and reimbursement requirements. Refer to Specifications for additional information.

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.

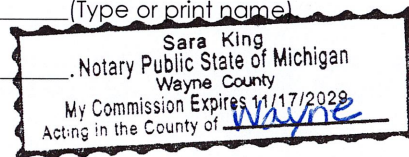
Phone: 734-261-3500.

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

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER:
(Name, legal status and address)

White Lake Township
7525 Highland Road
White Lake, MI 48383

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

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)

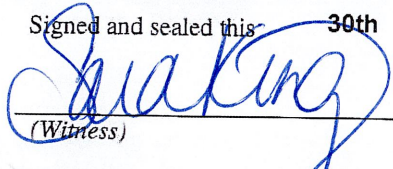
Stanley Park Improvements MDNR Project No. 26-01868

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) *(Seal)*

Andy M. DeBate **President**

(Title)

Hudson Insurance Company

(Surety) *(Seal)*



(Title) **Susan L Small, Attorney-in-Fact**

Sean Turner

(Witness)



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.

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.

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.

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

- 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.

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

- 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.

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

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 eight hundred eight Dollars (\$19,808).

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: Brencal Contractors
b. Contact Person & Phone: _____
- 2. Scope: Concrete
a. Firm: Brencal 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	_____

Stanley Park Improvements (MDNR Project No. 26-01868)
White Lake Township, Michigan

Issued for Bidding
January 4, 2024

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

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	\$630

LANDSCAPE AND SEEDING

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

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

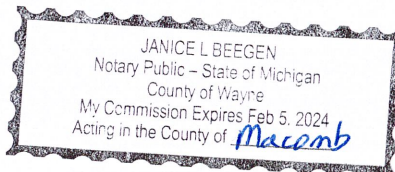
Phone: 586-758-6000

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**

Dakota Carr

(Witness)

Brenca Contractors, Inc.

(Principal) *(Seal)*

[Signature]

(Title)

Fidelity and Deposit Company of Maryland

(Surety) *(Seal)*

[Signature]

(Witness)

[Signature]

(Title) **Susan L Small, Attorney-in-Fact**

Init.

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

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires January 27, 2025



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

2024 Proposed Park Improvements and Pathways List - Cost to bond

Project	Priority	Timeframe	Cost Estimate	<i>ANNUAL PAYMENT - DEBT SERVICE OF BONDING</i>		
				10 year bond	12 year bond	15 year bond
				3.25%	3.50%	3.75%
Stanley Park Phase 1 and alt bids	High	2024	\$2,000,000	237,460.00	206,960.00	176,760.00
Triangle Trail Pathway Construction	High	2024	\$700,000	83,111.00	72,436.00	61,866.00
SUBTOTAL 2024 PROJECTS			\$2,700,000	\$320,571	\$279,396	\$238,626