



Tuscarora Sewer Projects Award Recommendations

To: Tuscarora Township Board

Date: 5-2-24

From: Aaron Nordman

Re: Tuscarora Township Sewer Extension Phase I - Gravity, Contract No. 22-5797-A
Tuscarora Township Sewer Extension Phase I - LPS, Contract No. 22-5797-B
Tuscarora Township WWTP Expansion, Contract No. 22-6036

Dear Mr. Kramer,

Performance Engineers, Inc. (PEI) has tabulated and reviewed the bids received for all three of the above referenced projects. The individual results for each project are summarized below:

Tuscarora Township Sewer Extension Phase I - Gravity, Contract No. 22-5797-A

Four bids were received, opened and publicly read at the Tuscarora Township offices on Thursday March 28, 2024. Three were found to be responsive and in compliance with the proposal requirements for an administratively complete bid. The fourth bid, which was the highest, was missing the proposed list of subcontractors, the proposed list of suppliers, USDA Form Rd 400-6, USDA Form AD-1048 and USDA Form RD 1940-Q Exhibit A-1.

A bid tabulation is attached for comparison of the four bids, where Elmers is the low bidder. PEI has done a bid analysis, to verify the low bid and check for errors and/or discrepancies. The low bid is consistent with the pricing provided by the other bidders and is reasonable for the scope of the proposed project. We have found no errors, deviations, nor any bid qualifications that would invalidate the low bid. The engineer's estimate for this project was \$2,813,010 which is 4.6% higher than the low bid.

Elmers is known to both PEI and Tuscarora Township, making the reference check portion of the review unnecessary. PEI did review their existing commitments and discussed their workload and schedule. It is our opinion that Elmers is capable and has the necessary resources to complete the project.

Based on the bid analysis presented above, PEI recommends award of the Tuscarora Township Sewer Extension Phase I - Gravity project to Elmers for the low bid amount of \$2,688,787.51, contingent upon funding availability.

Tuscarora Township Sewer Extension Phase I - LPS, Contract No. 22-5797-B

Four bids were received, opened and publicly read at the Tuscarora Township offices on Thursday March 28, 2024. Three were found to be responsive and in compliance with the proposal requirements for an administratively complete bid. The fourth bid, which was the highest, was missing the proposed list of subcontractors, the proposed list of suppliers, USDA Form Rd 400-6, USDA Form AD-1048 and USDA Form RD 1940-Q Exhibit A-1.

A bid tabulation is attached for comparison of the four bids, where Matts Underground is the low bidder. PEI has done a bid analysis, to verify the low bid and check for errors and/or discrepancies. PEI found two errors on the low bidders bid form that did not affect the outcome. Matts Underground (low bidder) did not use the revised bid form that was issued with addendum #1 which affected pay items No. 10 and No. 11. For pay item No. 10 the original bid form had an estimated quantity of 900 square yards of 6-inch aggregate base to be reused on site and the

revised bid form had a quantity of 1,100 square yards. Multiplying the 200 square yard difference by their bid price of \$35.50 per square yard resulted in an increase of \$7,100 for this bid item. For pay item No. 11 the original bid form had an estimated quantity of 5,300 square yards of 6-inch new aggregate base while the revised bid form changed the unit of measurement from square yards to cubic yards and reduced the quantity from 5,300 square yards to 900 cubic yards. Converting Matts bid price of \$12.25 per square yard to cubic yards resulted in a revised bid price of \$73.50 per cubic yard. Multiplied by the revised estimated quantity resulted in an increase of \$1,225 for this bid item. The total increase to their bid including both items is \$8,325 for a revised total bid of \$2,224,569.

The low bid is consistent with the pricing provided by the other bidders and is reasonable for the scope of the project proposed. We have found no other errors, deviations, nor any bid qualifications that would invalidate the low bid. The engineer's estimate for this project was \$1,942,038 which is 14.5% lower than the low bid.

Matts Underground is known to both PEI and Tuscarora Township, making the reference check portion of the review unnecessary. PEI did review their existing commitments and discussed their workload and schedule. It is our opinion that Matts Underground is capable and has the necessary resources to complete the project.

Based on the bid analysis presented above PEI recommends award of the Tuscarora Township Sewer Extension Phase I - LPS project to Matts Underground for the corrected low bid amount of \$2,224,569, contingent upon funding availability.

Tuscarora Township WWTP Expansion, Contract No. 22-6036

One bid was received, opened and publicly read at the Tuscarora Township offices on Thursday March 28, 2024. The bid was from Grand Traverse Construction and found to be responsive and in compliance with the proposal requirements for an administratively complete bid.

PEI has done a bid analysis, to verify the bid and check for errors and/or discrepancies. We have found no errors, deviations, nor any bid qualifications that would invalidate the bid. The engineer's estimate for this project was \$2,231,075 which is half the sole bid.

PEI met with representatives from Grand Traverse Construction and Tuscarora Township on April 10 to discuss reducing the scope of the project, identifying any value engineering considerations and clarifying which items were subject to the Phase I funding requirements. Based on the discussion, PEI developed revised drawings and a revised bid form to reflect the following changes to the scope and clarifications as to which items were not subject to prevailing wage requirements.

- The headworks building expansion was eliminated.
- The replacement of the mechanical screen was eliminated.
- The equalization tank, which is funded through an EGLE grant, was identified as an item not subject to prevailing wage requirements. The revised bid form also created a separate pay item for the equalization tank.
- The sheet membrane waterproofing was eliminated from the equalization tank since XYPEX waterproofing additive is specified for use in construction of the concrete tank.
- The site work, including the new access road and lighting, was identified as being exclusive to Phase I and not subject to prevailing wage requirements.

The revised drawings and bid form were provided to Grand Traverse Construction for their consideration on April 12. Their price for the revised scope of work is \$4,025,365, as received on April 18. The total revised bid price includes three separately funded scope items: The equalization tank at \$888,335, the Phase I WWTP expansion (non-prevailing wage) at \$1,413,246, and the Phase II WWTP expansion (prevailing wage) at \$1,723,784.

Grand Traverse Construction is known to both PEI and Tuscarora Township and was the general contractor for construction of the original plant in 2016, making the reference check portion of the review unnecessary. PEI did review their existing commitments and discussed their workload and schedule. It is our opinion that Grand Traverse Construction is capable and has the necessary resources to complete the project.

Based on the bid analysis and revised scope of work presented above PEI recommends award of the Tuscarora Township WWTP Expansion project to Grand Traverse Construction for the bid price of \$4,565,700, contingent upon funding availability and the Contractor's concurrent approval of a Change Order #1 reducing the scope and price to \$4,025,365.

Recommendation Summary:

At the completion of this bid analysis and scope reduction at the WWTP expansion, PEI has determined that there is sufficient funding available from the USDA grant and loan commitment for Phase I, the EGLE grant for the Equalization tank and Phase I construction, and the Township's Sewer Fund reserves to move forward with these contracts. Please note that our recommendation is contingent upon the Township's securing of these funding sources and closing the necessary USDA loan.

Included with these recommendations, please find the following additional documentation:

1. Affidavits of publication for all three projects.
2. Bid tabulations for all three projects.
3. Gravity low bid from Elmers.
4. LPS low bid from Matts Underground.
5. WWTP low bid and revised bid form from Grand Traverse Construction.
6. Draft Change Order #1 to reduce scope for WWTP contract.
7. Project Budget & Funding Analysis.
8. Draft forms EJCDC C-510, Notice of Award, for all three projects.

Should you have any questions regarding these recommendations for award, or the bid analysis present with these recommendations, please feel free to contact us for additional information.

Sincerely,
Performance Engineers, Inc.

Aaron Nordman

Aaron Nordman, PE
Project Engineer

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Daily Telegram | Hillsdale Daily News
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PO Box 630491 Cincinnati, OH 45263-0491

PROOF OF PUBLICATION

Performance Engineers
Performance Engineers
406 Petoskey Avenue
CHARLEVOIX MI 49720


STATE OF WISCONSIN, COUNTY OF BROWN

The Cheboygan Daily Tribune, a daily newspaper of general circulation, printed and published in Cheboygan, Cheboygan County, Michigan; that the publication, a copy of which is attached hereto, was published in said newspaper in the issues dated:

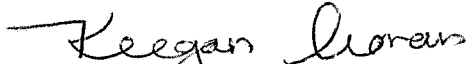
02/24/2024

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Sworn to and subscribed before on 02/24/2024



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**ADVERTISEMENT FOR BIDS
TUSCARORA TOWNSHIP
INDIAN RIVER, MICHIGAN
SEWER EXTENSION PHASE I - GRAVITY**

General Notice

Tuscarora Township (Owner) is requesting Bids for the construction of the following Project:

**Sewer Extension Phase I - Gravity
22-5797-A**

Bids for the construction of the Project will be received at the Tuscarora Township Offices located at 3546 S Straits Highway, Indian River, MI, 49749, until Thursday, March 21, 2024 at, at 10:00 am local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

The Project generally consists of constructing gravity sanitary sewer piping, manholes, cleanouts, pumping stations, and appurtenances within public road rights-of-way. The construction requires demolition and removal of surface structures, excavation, dewatering, construction, and restoration activities. Bids are requested for the following Contract: Tuscarora Township Sewer Extension Phase I Gravity, Contract Number 22-5797-A.

Owner anticipates that the Project's total bid price will be approximately \$2,810,000. The Project has an expected duration of 516 days.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

PERFORMANCE ENGINEERS, INC.

406 Petoskey Avenue, Charlevoix, Michigan 49720

(231)547-2121, Attn. Mr. Aaron Nordman,

aaronn@performanceeng.com.

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8 am and 5 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Bidding Documents may also be available for review at the Builder's Exchange plan room, Traverse City & Lansing, the McGraw-Hill Dodge plan room, Lansing, and the Construction Association of Michigan, 43636 Woodward Ave., Bloomfield Hills, MI 48302. Builder's Exchanges are authorized to share the contract documents with other exchanges.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a deposit of \$50.00 for each set. Bidders who return full sets of the Bidding Documents in good condition within 10 days after receipt of Bids will receive a full refund. Make deposit checks for Bidding Documents payable to Performance Engineers, Inc.

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents or electronic documents on compact disk will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available.

Pre-bid Conference

A non-mandatory pre-bid conference for the Project will be held on Thursday, March 7 at 10:00 am at the Tuscarora Township Offices, 3546 S Straits Highway, Indian River, Michigan, 49749 followed by a visit to the site of construction.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

American Iron and Steel

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement for this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.

The following waivers apply to this Contract:

De Minimis

Minor Components

Pig Iron and direct reduced iron

This Advertisement is issued by:

Owner: Tuscarora Township

By: Bob Kramer

Title: Township Supervisor

Date: February 20, 2024

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Holland Sentinel | Gaylord Herald Times
Daily Telegram | Hillsdale Daily News
The Daily Reporter | Sturgis Journal
The Sault News | Cheboygan Daily Tribune

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Performance Engineers
Performance Engineers
406 Petoskey Avenue
CHARLEVOIX MI 49720

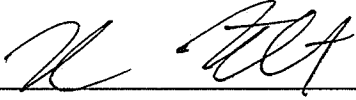
STATE OF WISCONSIN, COUNTY OF BROWN

The Cheboygan Daily Tribune, a daily newspaper of general circulation, printed and published in Cheboygan, Cheboygan County, Michigan; that the publication, a copy of which is attached hereto, was published in said newspaper in the issues dated:

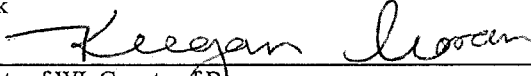
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**ADVERTISEMENT FOR BIDS
TUSCARORA TOWNSHIP
INDIAN RIVER, MICHIGAN
SEWER EXTENSION PHASE I - LPS**

General Notice

Tuscarora Township (Owner) is requesting Bids for the construction of the following Project:

**Sewer Extension Phase I - LPS
22-5797-B**

Bids for the construction of the Project will be received at the Tuscarora Township Offices located at 3546 S Straits Highway, Indian River, MI, 49749, until Thursday, March 21, 2024, at 10:30 am local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

The Project generally consists of constructing low pressure sanitary sewer piping, gravity sanitary sewer piping, manholes, cleanouts, pumping stations, and appurtenances within public road rights-of-way. The construction requires demolition and removal of surface structures, excavation, dewatering, construction, and restoration activities. Bids are requested for the following Contract: Tuscarora Township Sewer Extension Phase I -LPS, Contract Number 22-5797-B. Owner anticipates that the Project's total bid price will be approximately \$1,940,000. The Project has an expected duration of 418 days.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

PERFORMANCE ENGINEERS, INC.

406 Petoskey Avenue, Charlevoix, Michigan 49720

(231)547-2121, Attn. Mr. Aaron Nordman,

aaronn@performanceeng.com.

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A non-mandatory pre-bid conference for the Project will be held on Thursday, March 7 at 10:00 am at the Tuscarora Township Offices, 3546 S Straits Highway, Indian River, Michigan, 49749 followed by a visit to the site of construction.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

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The following waivers apply to this Contract:

De Minimis

Minor Components

Pig Iron and direct reduced iron

This Advertisement is issued by:

Owner: Tuscarora Township

By: Bob Kramer

Title: Township Supervisor

Date: February 20, 2024

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Holland Sentinel | Gaylord Herald Times
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PROOF OF PUBLICATION

Performance Engineers
406 Petoskey Avenue
CHARLEVOIX MI 49720

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That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 02/24/2024

Michelle Jacobs

Legal Clerk

Keegan Moran

Notary, State of WI, County of Brown

2.14.28

My commission expires

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ADVERTISEMENT FOR BIDS TUSCARORA TOWNSHIP INDIAN RIVER, MICHIGAN WWTP EXPANSION

General Notice
Tuscarora Township (Owner) is requesting Bids for the construction of the following Project:
WWTP EXPANSION

Bids for the construction of the Project will be received at the Tuscarora Township Offices located at 3546 S Straits Highway, Indian River, MI, 49749, until Thursday, March 21, 2024, at 11:00 am local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:
The Project generally consists of installing an additional Aero-Med SEQUOX PLUS activated sludge system (or equal), doubling the process tank capacity and equipment and adding a 150,000-gallon surge tank. Bids are requested for the following Contract: Tuscarora Township WWTP EXPANSION, Contract Number 22-6036.

Owner anticipates that the Project's total bid price will be approximately \$2,410,000. The Project has an expected duration of 365 days.

Obtaining the Bidding Documents
The Issuing Office for the Bidding Documents is:
PERFORMANCE ENGINEERS, INC.
406 Petoskey Avenue, Charlevoix, Michigan 49720
(231) 547-2121, Attn. Mr. Aaron Nordman,
aaron@performanceengs.com.

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Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a deposit of \$50.00 for each set. Bidders who return full sets of the Bidding Documents in good condition within 10 days after receipt of Bids will receive a full refund. Make deposit checks for Bidding Documents payable to Performance Engineers, Inc. Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents or electronic documents on compact disk will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available.

Pre-bid Conference
A non-mandatory pre-bid conference for the Project will be held on Thursday, March 7, 2024, at 1:00 pm at the Tuscarora Township Waste Water Treatment Plant, 4649 Brundy Rd, Indian River, Michigan.

Instructions to Bidders
For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Domestic Preference
This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

The following waivers apply to this Contract:
BABAA De Minimis, Small Grants, and Minor Components

This Advertisement is issued by:
Owner: Tuscarora Township
By: Bob Kramer
Title: Township Supervisor
Date: February 20, 2024

9878665

BID TABULATIONS

Tuscarora Township Sewer Extension Phase I - Gravity
Bid Tabulation

				Engineers Estimate		Elmers		Harbor Springs Excavating		M&M Excavating		Tri-County Excavating	
Item No.	Unit	Description	Bid Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	LS	MOBILIZATION, MAX. 10%	1.0	\$ 225,000.00	\$ 225,000.00	\$ 135,000.00	\$ 135,000.00	\$ 45,746.52	\$ 45,746.52	\$ 350,000.00	\$ 350,000.00	\$ 275,000.00	\$ 275,000.00
2	LS	TRAFFIC CONTROL	1.0	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 71,502.66	\$ 71,502.66	\$ 200,000.00	\$ 200,000.00	\$ 143,000.00	\$ 143,000.00
3	LS	CONSTRUCTION STAKING SP	1.0	\$ 20,000.00	\$ 20,000.00	\$ 0.01	\$ 0.01	\$ 39,286.72	\$ 39,286.72	\$ 20,000.00	\$ 20,000.00	\$ 36,300.00	\$ 36,300.00
4	STA	MACHINE GRADING, MOD	95.0	\$ 750.00	\$ 71,250.00	\$ 680.00	\$ 64,600.00	\$ 1,775.81	\$ 168,701.95	\$ 600.00	\$ 57,000.00	\$ 369.00	\$ 35,055.00
5	FT	CULV, REM, LESS THAN 24 INCH	550.0	\$ 5.00	\$ 2,750.00	\$ 11.00	\$ 6,050.00	\$ 27.08	\$ 14,894.00	\$ 40.00	\$ 22,000.00	\$ 15.00	\$ 8,250.00
6	FT	CURB AND GUTTER, REM	45.0	\$ 3.50	\$ 157.50	\$ 9.00	\$ 405.00	\$ 16.30	\$ 733.50	\$ 15.00	\$ 675.00	\$ 20.00	\$ 900.00
7	SYD	HMA, SURFACE, REM	825.0	\$ 4.00	\$ 3,300.00	\$ 3.00	\$ 2,475.00	\$ 4.60	\$ 3,795.00	\$ 15.00	\$ 12,375.00	\$ 6.50	\$ 5,362.50
8	SYD	HMA, SURFACE, PULVERIZE	20,400.0	\$ 2.25	\$ 45,900.00	\$ 2.75	\$ 56,100.00	\$ 3.38	\$ 68,952.00	\$ 2.00	\$ 40,800.00	\$ 3.00	\$ 61,200.00
9	SYD	PAVT, REM	15.0	\$ 12.50	\$ 187.50	\$ 17.00	\$ 255.00	\$ 38.09	\$ 571.35	\$ 30.00	\$ 450.00	\$ 26.00	\$ 390.00
10	EA	SIGN, TYPE III, ERECT, SALV	30.0	\$ 100.00	\$ 3,000.00	\$ 110.00	\$ 3,300.00	\$ 596.87	\$ 17,906.10	\$ 250.00	\$ 7,500.00	\$ 225.00	\$ 6,750.00
11	SYD	AGGREGATE BASE, REPLACE ONSITE MATERIALS, 6 INCH	12,200.0	\$ 2.50	\$ 30,500.00	\$ 4.60	\$ 56,120.00	\$ 4.93	\$ 60,146.00	\$ 5.00	\$ 61,000.00	\$ 4.00	\$ 48,800.00
12	CYD	AGGREGATE BASE, 6 INCH	2,400.0	\$ 145.00	\$ 348,000.00	\$ 27.50	\$ 66,000.00	\$ 42.38	\$ 101,712.00	\$ 55.00	\$ 132,000.00	\$ 41.00	\$ 98,400.00
13	SYD	SHOULDER CL II, 4 INCH	490.0	\$ 26.00	\$ 12,740.00	\$ 20.00	\$ 9,800.00	\$ 15.28	\$ 7,487.20	\$ 10.00	\$ 4,900.00	\$ 17.00	\$ 8,330.00
14	CYD	SUBGRADE UNDERCUTTING, TYPE II	400.0	\$ 22.00	\$ 8,800.00	\$ 39.00	\$ 15,600.00	\$ 47.34	\$ 18,936.00	\$ 75.00	\$ 30,000.00	\$ 30.00	\$ 12,000.00
15	FT	CULV, CL B, 12 INCH	250.0	\$ 32.00	\$ 8,000.00	\$ 43.00	\$ 10,750.00	\$ 47.66	\$ 11,915.00	\$ 70.00	\$ 17,500.00	\$ 39.00	\$ 9,750.00
16	FT	CULV, CL B, 15 INCH	300.0	\$ 35.00	\$ 10,500.00	\$ 46.00	\$ 13,800.00	\$ 55.17	\$ 16,551.00	\$ 75.00	\$ 22,500.00	\$ 43.00	\$ 12,900.00
17	FT	DEWATERING SYSTEM, TRENCH	5,100.0	\$ 45.00	\$ 229,500.00	\$ 58.00	\$ 295,800.00	\$ 64.52	\$ 329,052.00	\$ 70.00	\$ 357,000.00	\$ 10.00	\$ 51,000.00
18	FT	SEWER, HDPE (DR-11), 3 INCH, DRILLED	415.0	\$ 50.00	\$ 20,750.00	\$ 75.50	\$ 31,332.50	\$ 43.00	\$ 17,845.00	\$ 70.00	\$ 29,050.00	\$ 47.00	\$ 19,505.00
19	FT	SEWER, PVC (SDR-21), 3 INCH	2,050.0	\$ 25.00	\$ 51,250.00	\$ 43.00	\$ 88,150.00	\$ 24.54	\$ 50,307.00	\$ 40.00	\$ 82,000.00	\$ 11.50	\$ 23,575.00
20	FT	SEWER SERVICE, PVC (SCHD 40), 4 INCH	4,950.0	\$ 32.00	\$ 158,400.00	\$ 52.50	\$ 259,875.00	\$ 45.93	\$ 227,353.50	\$ 60.00	\$ 297,000.00	\$ 67.00	\$ 331,650.00
21	FT	SEWER, HDPE (DR-11), 4 INCH, OPEN CUT	650.0	\$ 50.00	\$ 32,500.00	\$ 64.00	\$ 41,600.00	\$ 47.34	\$ 30,771.00	\$ 55.00	\$ 35,750.00	\$ 15.00	\$ 9,750.00
22	FT	SEWER, HDPE (DR-11), 4 INCH DRILLED	325.0	\$ 70.00	\$ 22,750.00	\$ 106.00	\$ 34,450.00	\$ 52.31	\$ 17,000.75	\$ 90.00	\$ 29,250.00	\$ 56.00	\$ 18,200.00
23	FT	SEWER SERVICE, PVC (SDR-26), 6 INCH	100.0	\$ 48.00	\$ 4,800.00	\$ 76.00	\$ 7,600.00	\$ 73.18	\$ 7,318.00	\$ 90.00	\$ 9,000.00	\$ 72.00	\$ 7,200.00
24	FT	SEWER, PVC (SDR-26), 8 INCH	7,400.0	\$ 75.00	\$ 555,000.00	\$ 63.00	\$ 466,200.00	\$ 75.46	\$ 558,404.00	\$ 95.00	\$ 703,000.00	\$ 120.00	\$ 888,000.00
25	EA	SAN STRUCTURE, 60 INCH DIA., CLEANOUT, COMPLETE	3.0	\$ 11,200.00	\$ 33,600.00	\$ 13,000.00	\$ 39,000.00	\$ 15,627.23	\$ 46,881.69	\$ 16,000.00	\$ 48,000.00	\$ 12,000.00	\$ 36,000.00
26	EA	SAN STRUCTURE, 48 INCH DIA.	27.0	\$ 4,800.00	\$ 129,600.00	\$ 5,000.00	\$ 135,000.00	\$ 9,927.47	\$ 268,041.69	\$ 8,000.00	\$ 216,000.00	\$ 5,000.00	\$ 135,000.00
27	EA	LIFT STATION WITH VALVE VAULT, COMPLETE	3.0	\$ 100,000.00	\$ 300,000.00	\$ 110,000.00	\$ 330,000.00	\$ 113,790.27	\$ 341,370.81	\$ 150,000.00	\$ 450,000.00	\$ 150,000.00	\$ 450,000.00
28	LS	ELECTRICAL ALLOWANCE	1.0	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
29	EA	SAN TIE INTO EX. STRUCTURE, COMPLETE	1.0	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 8,302.51	\$ 8,302.51	\$ 6,500.00	\$ 6,500.00	\$ 1,300.00	\$ 1,300.00
30	EA	LIFT STATION, UPGRADES, COMPLETE	1.0	\$ 25,000.00	\$ 25,000.00	\$ 11,000.00	\$ 11,000.00	\$ 26,223.48	\$ 26,223.48	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00
31	FT	CURB AND GUTTER, CONC, DET C4	45.0	\$ 40.00	\$ 1,800.00	\$ 95.00	\$ 4,275.00	\$ 68.87	\$ 3,099.15	\$ 100.00	\$ 4,500.00	\$ 65.00	\$ 2,925.00
32	SYD	DRIVEWAY, NONREINF CONC, 6 INCH	15.0	\$ 65.00	\$ 975.00	\$ 150.00	\$ 2,250.00	\$ 199.15	\$ 2,987.25	\$ 100.00	\$ 1,500.00	\$ 105.00	\$ 1,575.00
33	TON	HMA, 4E1, MOD, TOP	2,500.0	\$ 125.00	\$ 312,500.00	\$ 116.00	\$ 290,000.00	\$ 140.65	\$ 351,625.00	\$ 125.00	\$ 312,500.00	\$ 142.00	\$ 355,000.00
34	LS	SITE RESTORATION	1.0	\$ 82,000.00	\$ 82,000.00	\$ 130,000.00	\$ 130,000.00	\$ 188,443.31	\$ 188,443.31	\$ 100,000.00	\$ 100,000.00	\$ 140,000.00	\$ 140,000.00

Total Construction Cost (sum 1-34) \$ 2,813,010.00 \$ 2,688,787.51 \$ 3,153,863.14 \$ 3,699,750.00 \$ 3,280,067.50

Tuscarora Township Sewer Extension Phase I - LPS
Bid Tabulation

				Engineers Estimate		Elmers		M&M Excavating		Matts Underground		Tri-County Excavating	
Item No.	Unit	Description	Bid Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	LS	MOBILIZATION, MAX. 10%	1.0	\$ 200,000.00	\$ 200,000.00	\$ 220,000.00	\$ 220,000.00	\$ 275,000.00	\$ 275,000.00	\$ 140,000.00	\$ 140,000.00	\$ 102,000.00	\$ 102,000.00
2	LS	TRAFFIC CONTROL	1.0	\$ 15,000.00	\$ 15,000.00	\$ 60,000.00	\$ 60,000.00	\$ 200,000.00	\$ 200,000.00	\$ 12,750.00	\$ 12,750.00	\$ 205,000.00	\$ 205,000.00
3	LS	CONSTRUCTION STAKING SP	1.0	\$ 8,000.00	\$ 8,000.00	\$ 0.01	\$ 0.01	\$ 10,000.00	\$ 10,000.00	\$ 8,750.00	\$ 8,750.00	\$ 20,350.00	\$ 20,350.00
4	FT	MACHINE GRADING	29.0	\$ 750.00	\$ 21,750.00	\$ 2,000.00	\$ 58,000.00	\$ 600.00	\$ 17,400.00	\$ 1,850.00	\$ 53,650.00	\$ 363.00	\$ 10,527.00
5	FT	CULV, REM, LESS THAN 24 INCH	40.0	\$ 5.00	\$ 200.00	\$ 16.50	\$ 660.00	\$ 40.00	\$ 1,600.00	\$ 45.00	\$ 1,800.00	\$ 15.00	\$ 600.00
6	FT	CURB AND GUTTER, REM	30.0	\$ 3.50	\$ 105.00	\$ 8.00	\$ 240.00	\$ 15.00	\$ 450.00	\$ 35.00	\$ 1,050.00	\$ 20.00	\$ 600.00
7	SYD	HMA, SURFACE, REM	1,200.0	\$ 4.00	\$ 4,800.00	\$ 6.00	\$ 7,200.00	\$ 15.00	\$ 18,000.00	\$ 10.00	\$ 12,000.00	\$ 7.00	\$ 8,400.00
8	SYD	PAVT, REM	95.0	\$ 12.50	\$ 1,187.50	\$ 11.00	\$ 1,045.00	\$ 30.00	\$ 2,850.00	\$ 13.00	\$ 1,235.00	\$ 26.00	\$ 2,470.00
9	EA	SIGN, TYPE III, ERECT, SALV	3.0	\$ 100.00	\$ 300.00	\$ 300.00	\$ 900.00	\$ 250.00	\$ 750.00	\$ 2,200.00	\$ 6,600.00	\$ 225.00	\$ 675.00
10	SYD	AGGREGATE BASE, REPLACE ONSITE MATERIALS, 6 INCH	1,100.0	\$ 2.50	\$ 2,750.00	\$ 65.00	\$ 71,500.00	\$ 5.00	\$ 5,500.00	\$ 35.50	\$ 39,050.00	\$ 6.50	\$ 7,150.00
11	CYD	AGGREGATE BASE, 6 INCH	900.0	\$ 145.00	\$ 130,500.00	\$ 26.00	\$ 23,400.00	\$ 55.00	\$ 49,500.00	\$ 73.50	\$ 66,150.00	\$ 41.00	\$ 36,900.00
12	SYD	SHOULDER CL II, 4 INCH	40.0	\$ 26.00	\$ 1,040.00	\$ 90.00	\$ 3,600.00	\$ 10.00	\$ 400.00	\$ 16.00	\$ 640.00	\$ 20.00	\$ 800.00
13	FT	CULV, CL B, 12 INCH	40.0	\$ 32.00	\$ 1,280.00	\$ 38.00	\$ 1,520.00	\$ 70.00	\$ 2,800.00	\$ 65.00	\$ 2,600.00	\$ 39.00	\$ 1,560.00
14	FT	DEWATERING SYSTEM, TRENCH	1,200.0	\$ 45.00	\$ 54,000.00	\$ 92.00	\$ 110,400.00	\$ 70.00	\$ 84,000.00	\$ 45.00	\$ 54,000.00	\$ 10.00	\$ 12,000.00
15	FT	SEWER, HPDE (SDR-11), 1.5 INCH, DRILLED	1,300.0	\$ 40.00	\$ 52,000.00	\$ 70.00	\$ 91,000.00	\$ 70.00	\$ 91,000.00	\$ 28.00	\$ 36,400.00	\$ 40.00	\$ 52,000.00
16	FT	SEWER, HPDE (SDR-11), 2 INCH, DRILLED	800.0	\$ 48.00	\$ 38,400.00	\$ 76.00	\$ 60,800.00	\$ 60.00	\$ 48,000.00	\$ 32.00	\$ 25,600.00	\$ 40.00	\$ 32,000.00
17	FT	SEWER, HDPE (SDR-11), 3 INCH, DRILLED	2,800.0	\$ 50.00	\$ 140,000.00	\$ 74.00	\$ 207,200.00	\$ 70.00	\$ 196,000.00	\$ 38.00	\$ 106,400.00	\$ 47.00	\$ 131,600.00
18	FT	SEWER, HDPE (SDR-11), 3 INCH, OPEN CUT	675.0	\$ 35.00	\$ 23,625.00	\$ 28.00	\$ 18,900.00	\$ 40.00	\$ 27,000.00	\$ 75.00	\$ 50,625.00	\$ 11.50	\$ 7,762.50
19	FT	SEWER, PVC (SDR-21), 3 INCH	75.0	\$ 40.00	\$ 3,000.00	\$ 46.00	\$ 3,450.00	\$ 40.00	\$ 3,000.00	\$ 125.00	\$ 9,375.00	\$ 11.50	\$ 862.50
20	FT	SEWER, HPDE (SDR-11), 4 INCH, DRILLED	1,700.0	\$ 70.00	\$ 119,000.00	\$ 98.00	\$ 166,600.00	\$ 90.00	\$ 153,000.00	\$ 36.00	\$ 61,200.00	\$ 56.00	\$ 95,200.00
21	FT	SEWER SERVICE, PVC (SCHD 40), 4 INCH	1,900.0	\$ 48.00	\$ 91,200.00	\$ 66.00	\$ 125,400.00	\$ 65.00	\$ 123,500.00	\$ 55.00	\$ 104,500.00	\$ 67.00	\$ 127,300.00
22	FT	SEWER, PVC (SDR-21), 8 INCH	2,900.0	\$ 75.00	\$ 217,500.00	\$ 87.00	\$ 252,300.00	\$ 95.00	\$ 275,500.00	\$ 125.00	\$ 362,500.00	\$ 120.00	\$ 348,000.00
23	EA	SAN STRUCTURE, 60 INCH DIA., AIR RELIEF, COMPLETE	2.0	\$ 13,500.00	\$ 27,000.00	\$ 19,500.00	\$ 39,000.00	\$ 16,000.00	\$ 32,000.00	\$ 15,375.00	\$ 30,750.00	\$ 13,100.00	\$ 26,200.00
24	EA	SAN STRUCTURE, 60 INCH DIA., CLEANOUT, COMPLETE	3.0	\$ 11,200.00	\$ 33,600.00	\$ 1,900.00	\$ 5,700.00	\$ 16,000.00	\$ 48,000.00	\$ 16,100.00	\$ 48,300.00	\$ 12,000.00	\$ 36,000.00
25	EA	2 INCH FORCEMAIN CLEANOUT ASSEMBLY, COMPLETE	2.0	\$ 2,950.00	\$ 5,900.00	\$ 4,500.00	\$ 9,000.00	\$ 3,500.00	\$ 7,000.00	\$ 1,750.00	\$ 3,500.00	\$ 2,000.00	\$ 4,000.00
26	EA	SAN STRUCTURE, 48 INCH DIA.	8.0	\$ 4,800.00	\$ 38,400.00	\$ 6,000.00	\$ 48,000.00	\$ 8,000.00	\$ 64,000.00	\$ 5,818.00	\$ 46,544.00	\$ 5,000.00	\$ 40,000.00
27	EA	LIFT STATION WITH VALVE VAULT, COMPLETE	2.0	\$ 100,000.00	\$ 200,000.00	\$ 97,000.00	\$ 194,000.00	\$ 195,000.00	\$ 390,000.00	\$ 86,385.00	\$ 172,770.00	\$ 175,000.00	\$ 350,000.00
28	LS	ELECTRICAL ALLOWANCE	1.0	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
29	EA	CURB STOP ASSEMBLY, COMPLETE	26.0	\$ 1,750.00	\$ 45,500.00	\$ 750.00	\$ 19,500.00	\$ 2,000.00	\$ 52,000.00	\$ 7,400.00	\$ 192,400.00	\$ 2,950.00	\$ 76,700.00
30	EA	PUMP STATION, INDIVIDUAL, COMPLETE	25.0	\$ 12,500.00	\$ 312,500.00	\$ 13,800.00	\$ 345,000.00	\$ 15,000.00	\$ 375,000.00	\$ 14,295.00	\$ 357,375.00	\$ 11,500.00	\$ 287,500.00
31	FT	CURB AND GUTTER, CONC, DET C4	30.0	\$ 40.00	\$ 1,200.00	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00	\$ 85.00	\$ 2,550.00	\$ 65.00	\$ 1,950.00
32	SYD	DRIVEWAY, NONREINF CONC, 6 INCH	95.0	\$ 65.00	\$ 6,175.00	\$ 80.00	\$ 7,600.00	\$ 100.00	\$ 9,500.00	\$ 89.00	\$ 8,455.00	\$ 105.00	\$ 9,975.00
33	TON	HMA, 4E1, MOD, TOP	625.0	\$ 125.00	\$ 78,125.00	\$ 116.00	\$ 72,500.00	\$ 125.00	\$ 78,125.00	\$ 175.00	\$ 109,375.00	\$ 163.00	\$ 101,875.00
34	LS	SITE RESTORATION	1.0	\$ 48,000.00	\$ 48,000.00	\$ 97,000.00	\$ 97,000.00	\$ 150,000.00	\$ 150,000.00	\$ 75,675.00	\$ 75,675.00	\$ 90,000.00	\$ 90,000.00

Total Construction Cost (sum 1-34) \$ 1,942,037.50 \$ 2,342,915.01 \$ 2,813,875.00 \$ 2,224,569.00 \$ 2,247,957.00

**Tuscarora Township WWTP Expansion
Bid Tabulation**

Original Bid Tabulation

Item No.	Unit	Description	Bid Quantity	Engineers Estimate		Grand Traverse Construction							
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	LS	MOBILIZATION, 10%MAX.	1.0	\$ 180,000.00	\$ 180,000.00	\$ 273,366.00	\$ 273,366.00		\$ -		\$ -		\$ -
2	LS	WWTP EXPANSION, INCL EQUIPMENT, MATERIALS & LABOR	1.0	\$ 1,708,175.00	\$ 1,708,175.00	\$ 3,806,548.00	\$ 3,806,548.00		\$ -		\$ -		\$ -
3	LS	BUILDING EXPANSION & MODIFICATIONS	1.0	\$ 75,000.00	\$ 75,000.00	\$ 167,541.00	\$ 167,541.00		\$ -		\$ -		\$ -
4	LS	SITE IMPROVEMENTS	1.0	\$ 97,400.00	\$ 97,400.00	\$ 143,321.00	\$ 143,321.00		\$ -		\$ -		\$ -
5	LS	REMOVE & REPLACE MECHANICAL SCREEN & CONTROLS	1.0	\$ 160,000.00	\$ 160,000.00	\$ 167,384.00	\$ 167,384.00		\$ -		\$ -		\$ -
6	LS	PLUG & ABANDON MONITOR WELL & INSTALL NEW MONITOR WELL	1.0	\$ 10,500.00	\$ 10,500.00	\$ 7,540.00	\$ 7,540.00		\$ -		\$ -		\$ -

Total Construction Cost (sum 1-6) \$ 2,231,075.00 \$ 4,565,700.00 \$ - \$ - \$ -

Revised Bid Tabulation

Item No.	Unit	Description	Bid Quantity	Engineers Estimate		Grand Traverse Construction							
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	LS	MOBILIZATION, (PH I)	1.0	\$ 90,000.00	\$ 90,000.00	\$ 72,501.00	\$ 72,501.00		\$ -		\$ -		\$ -
2	LS	MOBILIZATION, (PH II)	1.0	\$ 90,000.00	\$ 90,000.00	\$ 72,500.00	\$ 72,500.00		\$ -		\$ -		\$ -
3	LS	WWTP EXPANSION, INCL EQUIPMENT, MATERIALS & LABOR (PH I)	1.0	\$ 854,088.00	\$ 854,088.00	\$ 1,208,201.00	\$ 1,208,201.00		\$ -		\$ -		\$ -
4	LS	WWTP EXPANSION, INCL EQUIPMENT, MATERIALS & LABOR (PH II)	1.0	\$ 854,088.00	\$ 854,088.00	\$ 1,651,284.00	\$ 1,651,284.00		\$ -		\$ -		\$ -
5	LS	EQUALIZATION/SURGE TANK	1.0	\$ 750,000.00	\$ 750,000.00	\$ 888,335.00	\$ 888,335.00						
6	LS	SITE IMPROVEMENTS (PH I)	1.0	\$ 97,400.00	\$ 97,400.00	\$ 125,004.00	\$ 125,004.00						
7	LS	PLUG & ABANDON MONITOR WELL & INSTALL NEW MONITOR WELL (PH I)	1.0	\$ 10,500.00	\$ 10,500.00	\$ 7,540.00	\$ 7,540.00		\$ -		\$ -		\$ -

Total Construction Cost (sum 1-5) \$ 2,746,076.00 \$ 4,025,365.00 \$ - \$ - \$ -

GRAVITY SEWER LOW BID

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Tuscarora Township**
3546 S Straits Highway
Indian River, Michigan, 49749.
- 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 for the **Tuscarora Township Sewer Extension Phase I - Gravity, Contract Number 22-5797-A.**

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION, MAX. 10%	LS	1.0	\$ 135,000.00	\$ 135,000.00
2	TRAFFIC CONTROL	LS	1.0	\$ 50,000.00	\$ 50,000.00
3	CONSTRUCTION STAKING SP	LS	1.0	\$ 0.01	\$ 0.01
4	MACHINE GRADING, MOD	STA	95.0	\$ 680.00	\$ 64,600.00
5	CULV, REM, LESS THAN 24 INCH	FT	550.0	\$ 11.00	\$ 6,050.00
6	CURB AND GUTTER, REM	FT	45.0	\$ 9.00	\$ 405.00
7	HMA, SURFACE, REM	SYD	825.0	\$ 3.00	\$ 2,475.00
8	HMA, SURFACE, PULVERIZE	SYD	20,400.0	\$ 2.75	\$ 56,100.00
9	PAVT, REM	SYD	15.0	\$ 17.00	\$ 255.00
10	SIGN, TYPE III, ERECT, SALV	EA	30.0	\$ 110.00	\$ 3,300.00
11	AGGREGATE BASE, REPLACE ONSITE MATERIALS, 6 INCH	SYD	12,200.0	\$ 4.60	\$ 56,120.00
12	AGGREGATE BASE, 6 INCH	CYD	2,400.0	\$ 27.50	\$ 66,000.00
13	SHOULDER CL II, 4 INCH	SYD	490.0	\$ 20.00	\$ 9,800.00
14	SUBGRADE UNDERCUTTING, TYPE II	CYD	400.0	\$ 39.00	\$ 15,600.00
15	CULV, CL B, 12 INCH	FT	250.0	\$ 43.00	\$ 10,750.00
16	CULV, CL B, 15 INCH	FT	300.0	\$ 46.00	\$ 13,800.00
17	DEWATERING SYSTEM, TRENCH	FT	5,100.0	\$ 58.00	\$ 295,800.00
18	SEWER, HDPE (DR-11), 3 INCH, DRILLED	FT	415.0	\$ 75.50	\$ 31,332.50
19	SEWER, PVC (SDR-21), 3 INCH	FT	2,050.0	\$ 43.00	\$ 88,150.00
20	SEWER SERVICE, PVC (SCHD 40), 4 INCH	FT	4,950.0	\$ 52.50	\$ 259,875.00
21	SEWER, HDPE (DR-11), 4 INCH, OPEN CUT	FT	650.0	\$ 64.00	\$ 41,600.00
22	SEWER, HDPE (DR-11), 4 INCH DRILLED	FT	325.0	\$ 106.00	\$ 34,450.00
23	SEWER SERVICE, PVC (SDR-26), 6 INCH	FT	100.0	\$ 76.00	\$ 7,600.00
24	SEWER, PVC (SDR-26), 8 INCH	FT	7,400.0	\$ 63.00	\$ 466,200.00

25	SAN STRUCTURE, 60 INCH DIA., CLEANOUT, COMPLETE	EA	3.0	\$ 13,000.00	\$ 39,000.00
26	SAN STRUCTURE, 48 INCH DIA.	EA	27.0	\$ 5,000.00	\$ 135,000.00
27	LIFT STATION WITH VALVE VAULT, COMPLETE	EA	3.0	\$ 110,000.00	\$ 330,000.00
28	ELECTRICAL ALLOWANCE	LS	1.0	\$30,000.00	\$30,000.00
29	SAN TIE INTO EX. STRUCTURE, COMPLETE	EA	1.0	\$ 2,000.00	\$ 2,000.00
30	LIFT STATION, UPGRADES, COMPLETE	EA	1.0	\$ 11,000.00	\$ 11,000.00
31	CURB AND GUTTER, CONC, DET C4	FT	45.0	\$ 95.00	\$ 4,275.00
32	DRIVEWAY, NONREINF CONC, 6 INCH	SYD	15.0	\$ 150.00	\$ 2,250.00
33	HMA, 4E1, MOD, TOP	TON	2,500.0	\$ 116.00	\$ 290,000.00
34	SITE RESTORATION	LS	1.0	\$ 130,000.00	\$ 130,000.00
Total of All Unit Price Bid Items					\$ 2,688,787.51

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 Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$2,688,787.51
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ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

6.01 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.

6.02 Deleted

6.03 Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	3-18-2024
2	3-22-2024

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Elmer's Crane and Dozer, Inc.

By: Jeff Allen (typed or printed name of organization)
By: Jeff Allen (individual's signature)
Name: Jeff Allen (typed or printed)
Title: Project Manager (typed or printed)
Date: 03/21/2024 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Dan LaFleche (individual's signature)
Name: DAN LAFLECHE (typed or printed)
Title: PROJECT MANAGER (typed or printed)
Date: 3/27/2024 (typed or printed)

Address for giving notices:
704 E Progress St
Hillman, MI 49746

Bidder's Contact:

Name: Jeff Allen (typed or printed)
Title: Project Manager (typed or printed)
Phone: 989-370-5864
Email: ja1571@teamelmers.com
Address: 704 E Progress St
Hillman, MI 49746

Bidder's Contractor License No.: (if applicable) 2102053411

BID BOND (PENAL SUM FORM)

Bidder Name: Elmer's Crane and Dozer, Inc Address (principal place of business): 3600 Rennie School Road Traverse City, MI 49685	Surety Name: The Cincinnati Insurance Company Address (principal place of business): 6200 S Gilmore Road Fairfield, OH 45014
Owner Name: Tuscarora Township Address (principal place of business): 3546 S Straits Highway Indian River, MI 49749	Bid Project (name and location): Tuscarora Township Sewer Extension Phase I - Gravity Bid Due Date: March 21, 2024
Bond Penal Sum: Five Percent of Bid (5% of Bid) Date of Bond: March 21, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Elmer's Crane and Dozer, Inc <i>(Full formal name of Bidder)</i> By: <u>Jeffrey L Allen</u> <i>(Signature)</i> Name: <u>Jeffrey L Allen</u> <i>(Printed or typed)</i> Title: <u>Project Manager</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>DANIEL LAFLECHE</u> <i>(Printed or typed)</i> Title: <u>PROJECT MANAGER</u>	Surety The Cincinnati Insurance Company <i>(Full formal name of Surety) (Corporate Seal)</i> By: <u>[Signature]</u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Nathan G Chapman</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Marcia J Miller</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert G. Chapman; David G. Chapman; Nathan G. Chapman; Marcia J. Miller;
Cloyd W. Barnes; Curtis M. Peterson; Ryan Peterson and/or Nicole Andries

of Lansing, Michigan

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 21st day of March, 2024



Ed H

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

Tuscarora Township

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I ☒ have ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ☒ have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
☒ If the proposed contract is for \$50,000 or more; or ☐ if the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I ☒ have, ☐ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, ☒ I have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

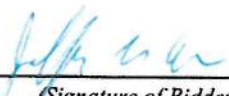
A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0018. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required 7 CFR 1901-E. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulatory Management Division at ICRMTRequests@usda.gov.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 3-28-2024



(Signature of Bidder or Prospective Contractor)

704 E. Progress ST Hillman MD 49746
Address (including Zip Code)



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

Elmer's Crane and Dozer, Inc.

PR/AWARD NUMBER OR PROJECT NAME

22-5797-A

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Jeff Allen, Project Manager

SIGNATURE

DATE

03/21/2024

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

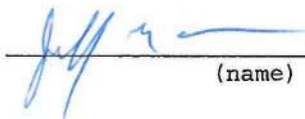
- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

 _____ (name)	Jeff Allen	03/21/2024 _____ (date)
 Project Manager _____ (title)		

ooo

LPS SEWER LOW BID

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Tuscarora Township**
3546 S Straits Highway
Indian River, Michigan, 49749.
- 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 for the **Tuscarora Township Sewer Extension Phase I - LPS, Contract Number 22-5797-B.**

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
 - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
 - I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
 - J.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION, MAX. 10%	LS	1.0	\$ 140,000	\$ 140,000
2	TRAFFIC CONTROL	LS	1.0	\$ 12,750	\$ 12,750
3	CONSTRUCTION STAKING SP	LS	1.0	\$ 8,750	\$ 8,750
4	MACHINE GRADING	FT	29.0	\$ 1,850	\$ 53,650
5	CULV, REM, LESS THAN 24 INCH	FT	40.0	\$ 45	\$ 1,800
6	CURB AND GUTTER, REM	FT	30.0	\$ 35	\$ 1,050
7	HMA, SURFACE, REM	SYD	1,200.0	\$ 10	\$ 12,000
8	PAVT, REM	SYD	95.0	\$ 13	\$ 1,235
9	SIGN, TYPE III, ERECT, SALV	EA	3.0	\$ 2,200	\$ 6,600
10	AGGREGATE BASE, REPLACE ONSITE MATERIALS, 6 INCH	SYD	900	\$ 35.50	\$ 31,950
11	AGGREGATE BASE, 6 INCH	SYD	5,300.0	\$ 12.25	\$ 64,925
12	SHOULDER CL II, 4 INCH	SYD	40.0	\$ 16	\$ 640
13	CULV, CL B, 12 INCH	FT	40.0	\$ 65	\$ 2,600
14	DEWATERING SYSTEM, TRENCH	FT	1,200.0	\$ 45	\$ 54,000
15	SEWER, HPDE (SDR-11), 1.5 INCH, DRILLED	FT	1,300.0	\$ 28	\$ 36,400
16	SEWER, HPDE (SDR-11), 2 INCH, DRILLED	FT	800.0	\$ 32	\$ 25,600
17	SEWER, HDPE (SDR-11), 3 INCH, DRILLED	FT	2,800.0	\$ 38	\$ 106,400
18	SEWER, HDPE (SDR-11), 3 INCH, OPEN CUT	FT	675.0	\$ 75	\$ 50,625
19	SEWER, PVC (SDR-21), 3 INCH	FT	75.0	\$ 125	\$ 9,375
20	SEWER, HPDE (SDR-11), 4 INCH, DRILLED	FT	1,700.0	\$ 36	\$ 61,200
21	SEWER SERVICE, PVC (SCHD 40), 4 INCH	FT	1,900.0	\$ 55	\$ 104,500
22	SEWER, PVC (SDR-21), 8 INCH	FT	2,900.0	\$ 125	\$ 362,500
23	SAN STRUCTURE, 60 INCH DIA., AIR RELIEF, COMPL	EA	2.0	\$ 15,375	\$ 30,750
24	SAN STRUCTURE, 60 INCH DIA., CLEANOUT, COMPL	EA	3.0	\$ 16,100	\$ 48,300

25	2 INCH FORCEMAIN CLEANOUT ASSEMBLY, COMPLETE	EA	2.0	\$ 1,750	\$ 3,500
26	SAN STRUCTURE, 48 INCH DIA.	EA	8.0	\$ 5,818	\$ 46,544
27	LIFT STATION WITH VALVE VAULT, COMPLETE	EA	2.0	\$ 86,385	\$ 172,770
28	ELECTRICAL ALLOWANCE	LS	1.0	\$ 20,000	\$ 20,000
29	CURB STOP ASSEMBLY, COMPLETE	EA	26.0	\$ 7,400	\$ 192,400
30	PUMP STATION, INDIVIDUAL, COMPLETE	EA	25.0	\$ 14,295	\$ 357,375
31	CURB AND GUTTER, CONC, DET C4	FT	30.0	\$ 85	\$ 2,550
32	DRIVEWAY, NONREINF CONC, 6 INCH	SYD	95.0	\$ 89	\$ 8,455
33	HMA, 4E1, MOD, TOP	TON	625.0	\$ 175	\$ 109,375
34	SITE RESTORATION	LS	1.0	\$ 75,675	\$ 75,675
Total of All Unit Price Bid Items					\$2,216,244

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 Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 2,216,244.00
---	-----------------

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 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.
- 6.02 Deleted
- 6.03 Deleted
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
Addendum 1	3/18/2024
Addendum 2	3/22/2024

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:
Matts LLC

By: _____
(typed or printed name of organization)
Name: Matthew Bennett _____
(individual's signature)
Title: Owner _____
(typed or printed)
Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Date: _____
(typed or printed)

Address for giving notices:
PO Box 2008
Kalkaska, MI 49646

Bidder's Contact:

Name: Matthew Bennett _____
(typed or printed)
Title: Owner _____
(typed or printed)
Phone: 231-258-7990
Email: Matt@mattsunderground.com
Address: PO Box 2008
1328 Wood Rd. NE
Kalkaska, MI 49646

Bidder's Contractor License No.: (if applicable) _____

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Matts LLC DBA Matts Underground Utility Construction
PO Box 2008
Kalkaska, MI 49646

SURETY:

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:

Tuscarora Township
3546 S Straits Hwy
Indian River, MI 49749

BOND AMOUNT: 5%

(Five percent of the bid amount)

PROJECT:

Sewer Extension Phase 1 - LPS, constructing low pressure sanitary sewer piping
#22-5797-B

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 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 a 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 27th day of March, 2024

Daney Bandazzo
(Witness)

Hector Smith
(Witness)

Matts LLC DBA Matts Underground Utility Construction
(Principal) (Seal)

(Title)

Nationwide Mutual Insurance Company

(Surety)

(Seal)

(Title)

Rachel L Weesner, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DIANNE LEWIS; HEATHER SMITH; JANET I NICHOLLS-DOUGLAS; JESSICA BREZINA; LISA R BLASKO; RACHEL LEE WEESNER;
STEPHANIE K BIGCRAFT; STEVEN W MCGREGOR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company.

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of March, 2024.



Assistant Secretary

COMPLIANCE STATEMENT

This statement relates to a proposed contract with Tuscarora Township

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I ☐ have, ☒ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ☐ have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

☐ If the proposed contract is for \$50,000 or more: or ☐ If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I ☐ have, ☒ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, ☐ I have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

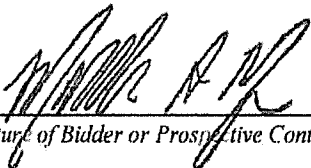
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 3-28-2024



(Signature of Bidder or Prospective Contractor)

1328 Wood Rd. NE Kalkaska MI 49646
Address (including Zip Code)



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Matts LLC	PR/AWARD NUMBER OR PROJECT NAME Tuscarora Township Sewer Extension Phase 1-LPS
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Matthew Bennett, owner	
SIGNATURE 	DATE 3/28/2024

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/offer> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (800) 632-8892. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: usda.nondiscrimination@usda.gov.

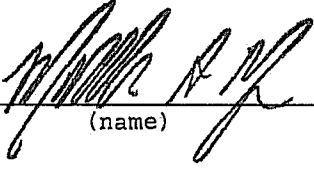
USDA is an equal opportunity provider, employer, and lender.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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



(name)

3/28/2024

(date)

Owner

(title)

oOo

WWTP LOW BID – ORIGINAL

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Tuscarora Township**
3546 S Straits Highway
Indian River, Michigan, 49749.
- 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 for the **Tuscarora Township WWTP Expansion, Contract Number 22-6036.**

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - ~~F. Required Bidder Qualification Statement with supporting data;~~ Not required at time of bid per Addendum #2 dated 3/22/2024
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

Type text

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

A. *Unit Price Bids* Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION, MAX. 10%	LS	1	\$ 273,366	\$ 273,366
2	WWTP EXPANSION, INCL EQUIPMENT, MATERIALS & LABOR (See Notes 2, 3, 4 & 5)	LS	1	\$ 3,806,548	\$ 3,806,548
3	BUILDING EXPANSION & MODIFICATIONS (See Note 6)	LS	1	\$ 167,541	\$ 167,541
4	SITE IMPROVEMENTS (See Notes 7 & 8)	LS	1	\$ 143,321	\$ 143,321
5	REMOVE & REPLACE MECHANICAL SCREEN & CONTROLS	LS	1	\$ 167,384	\$ 167,384
6	PLUG & ABANDON MONITOR WELL & INSTALL NEW MONITOR WELL	LS	1	\$ 7,540	\$ 7,540
Total Bid Price (Total of all Lump Sum and Unit Price Bids)				\$ 4,565,700	

B. Bidder acknowledges that:

- 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
- It is the responsibility of the contractor to coordinate with Aero-Mod and provide a complete, installed, operating wastewater treatment plant package. This item should include but is not limited to the Aero-Mod (or equal) equipment package & installation; all concrete tank walls, tank slab, grout for clarifier bottom, pre-cast concrete roof panels, relocation of chemical feed pumps, new drum scale & eyewash station, blowers & blower VFD, desiccant air dryer, sewer piping, air supply piping, pneumatic lines & conduit bank, flow control structure and effluent tie-in structure.
- The two existing blowers will be replaced, and the intent is for the contractor to utilize the existing two VFDs, one wall penetration and modify the piping as necessary to connect three new blowers. One new blower will be added which will require a new base, wall penetration and piping as necessary.
- It is the responsibility of the contractor to coordinate with Aero-Mod for the size and number of conduits for the pneumatic conduit bank.
- The equalization tank requires one duplex control panel operating two pumps on rails, plumbed one each to the existing and new aeration tank common wall to the EQ tank.

6. It is the responsibility of the contractor to obtain a building permit for the building expansion. The Engineer will provide required drawings. All exterior materials and colors should match the existing building.
7. This item should include but is not limited to construction staking, clearing and grubbing of trees for the access road & turn-around, site preparation & grading, concrete & HMA removals, aggregate base under pavement & concrete, gravel access road & turn-around, new concrete sidewalk, new HMA pavement, removal of existing light pole & base, new conduit & wire, new light poles & bases, removal of bollards at existing monitoring well, new bollards at new monitoring well & site restoration.
8. It is the responsibility of the contractor and electrical subcontractor to properly size the conduit, wire and circuit for the new outdoor light poles.

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 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.
- 6.02 Deleted
- 6.03 Deleted
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum #1	3/18/2024
Addendum #2	3/22/2024

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all Domestic Preference requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.



BIDDER hereby submits this Bid as set forth above:

Bidder: Grand Traverse Construction
(typed or printed name of organization)

[Signature]
(individual's signature)

Name: Chris Weber
(typed or printed)

Title: VP of Operations
(typed or printed)

Date: 3/28/2024
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]
(individual's signature)

Name: Ashley Meeuwes
(typed or printed)

Title: Project Administrator
(typed or printed)

Date: 3/28/2024
(typed or printed)

Address for giving notices:
1714 Northern Star Drive
Traverse City, MI 49696

Bidder's Contact:

Name: Chris Weber
(typed or printed)

Title: VP of Operations
(typed or printed)

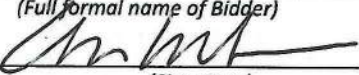
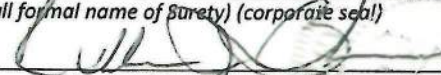

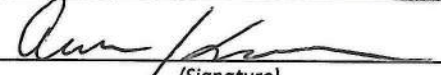
Phone: 231-929-1000

Email: cweber@grandtraverseconstruction.com

Address: Grand Traverse Construction
1714 Northern Star Drive
Traverse City, MI 49696

Bidder's Contractor License No.: (if applicable) 2101110080

BID BOND (PENAL SUM FORM)

Bidder Name: Grand Traverse Construction, LLC Address: 1714 Northern Star Drive Traverse City, MI 49696	Surety Name: Western Surety Company: South Dakota Corporation LLC Address (principal place of business): 151 N Franklin St., 17th Floor, Chicago IL 60606
Owner Name: Tuscarora Township Address (principal place of business): 3546 S Straits Highway Indian River, MI 49749	Bid Project : Tuscarora Township WWTP Expansion Bid Due Date: March 28, 2024
Bond Penal Sum: Five Percent of the attached bid (5%) Date of Bond: March 25, 2024	
I, Surety and Bidder , intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Grand Traverse Construction, LLC <small>(Full formal name of Bidder)</small>  <small>(Signature)</small>	Surety Western Surety Company <small>(Full formal name of Surety) (corporate seal)</small> By:  <small>(Signature) (Attach Power of Attorney)</small>
Name: Chris Weber, VP Operations/Project Manager <small>(Printed or typed)</small> Title: Chris Weber, VP Operations/Project Manager	Name: Kathleen J Bendickson <small>(Printed or typed)</small> Title: Attorney-in-Fact
Attest:  <small>(Signature)</small> Name: Ashley Meeuwes <small>(Printed or typed)</small> Title: Project Administrator	Attest:  <small>(Signature)</small> Name: Aaron Korson <small>(Printed or typed)</small> Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Travis T Beynon, Kathleen J Bendickson, Nancy A Carlson, Beth A Mc Cardel, Individually

of Traverse City, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2023.



WESTERN SURETY COMPANY

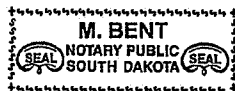
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



GRAND TRAVERSE CONSTRUCTION

Tuscarora Township – Indian River WWTP Expansion Bid Date 3/28/2024

List of Proposed Subcontractors

Excavation NORTHWEST MICHIGAN CONTRACTING

Concrete Grand Traverse Construction

Precast HERKSTRA PRECAST

Carpentry Grand Traverse Construction

Mechanical JOHN E. GREEN

Electrical WILDE MULLER



GRAND TRAVERSE CONSTRUCTION

**Tuscarora Township – Indian River WWTP Expansion
Bid Date 3/28/2024**

List of Proposed Suppliers

Concrete _____ SRM

Rebar _____ HYMMCO



GRAND TRAVERSE CONSTRUCTION

RESOLUTION ADOPTED BY THE MANAGER OF GRAND TRAVERSE CONSTRUCTION, LLC

The following are Resolutions of the Managing Members of GRAND TRAVERSE CONSTRUCTION, LLC (the "Company") adopted and binding on the Company pursuant to its Operating Agreement (the "Operating Agreement"). The undersigned, being the Vice President of Construction of the Company, has approved the following:

Resolution Authorizing Execution of Documents

- A) The Company is a manager-managed limited liability company and pursuant to the Operating Agreement, the Vice President of Construction has "full and complete authority, power and discretion to manage and control the business of the Company, to make all decisions and to perform all acts customary or incident to the management of the Company's business".
- B) Further, the Operating Agreement provides that the Vice President of Construction "may elect one or more officers, who may, but need not be, Members of the Company, with such titles, duties and compensation as may be designated by" the Vice President of Construction.

Resolutions

- A) That the following individuals are hereby elected to service in the offices set forth below and to possess all authority vested in such offices by the Operating Agreement and the Vice President of Construction, until their respective successors shall be elected and qualified or until their resignation or removal:

Jeff Lawton	President
Bryan Lawton	Vice President of Construction
Darek Purgiel	Vice President of Estimating
Chris Weber	Vice President of Operations

- B) The above-referenced officers are authorized and empowered, for and on behalf of the Company, to execute, acknowledge and deliver documents, instruments, papers and other obligations in the name and on behalf of the Company.

Dated this 25th day of February 2021


Bryan Lawton, Vice President of Construction

Subscribed and sworn to me before this 25th day of February 2021.


Deborah Sue McQueer
Notary Public, Grand Traverse County, MI
(Acting in Grand Traverse County)
My Commission Expires April 5, 2024

COMPLIANCE STATEMENT

This statement relates to a proposed contract with Tuscarora Township

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I ☒ have ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ☒ have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
- ☐ If the proposed contract is for \$50,000 or more: or ☐ if the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I ☒ have, ☐ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I ☒ have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0018. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required 7 CFR 1901-E. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRRequests@usda.gov.



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Grand Traverse Construction	PR/AWARD NUMBER OR PROJECT NAME Tuscarora Township, Indian River WWTP Expansion
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Chris Weber, Vice President of Operations	
SIGNATURE 	DATE 3/28/2024

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all laws apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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



Chris Weber
(name)

3/28/2024
(date)

VP of Operations
(title)

oOo

WWTP LOW BID – REDUCED SCOPE

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Tuscarora Township**
3546 S Straits Highway
Indian River, Michigan, 49749.
- 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 for the **Tuscarora Township WWTP Expansion, Contract Number 22-6036.**

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

A. *Unit Price Bids* Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION (PHASE I)	LS	1	\$72,501.00	\$72,501.00
2	MOBILIZATION (PHASE II)	LS	1	\$72,500.00	\$72,500.00
3	WWTP EXPANSION, INCL EQUIPMENT, MATERIALS & LABOR (PHASE I) (See Notes 5, 6, 7 & 8)	LS	1	\$1,208,201.00	\$1,208,201.00
4	WWTP EXPANSION, INCL EQUIPMENT, MATERIALS & LABOR (PHASE II) (See Notes 5, 6, 7 & 8)	LS	1	\$1,651,284.00	\$1,651,284.00
5	EQUALIZATION/SURGE TANK (See Notes 9 & 10)	LS	1	\$888,335.00	\$888,335.00
6	SITE IMPROVEMENTS (PHASE I) (See Notes 11 & 12)	LS	1	\$125,004.00	\$125,004.00
7	PLUG & ABANDON MONITOR WELL & INSTALL NEW MONITOR WELL (PHASE I)	LS	1	\$7,540.00	\$7,540.00
Total Phase I Items 1, 3, 6 & 7				\$1,413,246.00	
Total Phase II Items 2 & 4				\$1,723,784.00	
Total Equalization Tank Item 5				\$888,335.00	
Total All Items				\$4,025,365.00	

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item.
2. Each Bid Unit Price shall reflect that Tuscarora Township is a tax-exempt municipal entity and will supply the contractor with the required documentation.
3. Each Bid Unit Price should reflect that the owner will retain and pay for required testing services during construction.
4. Each Bid Unit Price should reflect, where practical, that the prevailing wage requirements for the concrete tank and site work will only apply to the area noted on revised sheet C305. All other work will be considered to be held to prevailing wage requirements.

5. It is the responsibility of the contractor to coordinate with Aero-Mod and provide a complete, installed, operating wastewater treatment plant package. This item should include but is not limited to the Aero-Mod (or equal) equipment package & installation; blowers & blower VFD, desiccant air dryer, sewer piping, air supply piping, pneumatic lines & conduit bank, flow control structure and effluent tie-in structure.
6. The two existing blowers will be replaced, and the intent is for the contractor to utilize the existing two VFDs, one wall penetration and modify the piping as necessary to connect three new blowers. One new blower will be added which will require a new base, wall penetration and piping as necessary.
7. It is the responsibility of the contractor to coordinate with Aero-Mod for the size and number of conduits for the pneumatic conduit bank.
8. The modified pay item should reflect the move of the equalization/surge tank to a separate pay item.
9. The equalization tank requires one duplex control panel operating two pumps on rails, plumbed one each to the existing and new aeration tank common wall to the EQ tank.
10. Sheet membrane waterproofing shall be deleted as XYPEX waterproofing additive has been specified for use in construction of the concrete tank.
11. This item should include but is not limited to construction staking, clearing and grubbing of trees for the access road & turn-around, site preparation & grading, concrete & HMA removals, aggregate base under pavement & concrete, gravel access road & turn-around, new concrete sidewalk, new HMA pavement, removal of existing light pole & base, new conduit & wire, new light poles & bases, removal of bollards at existing monitoring well, new bollards at new monitoring well & site restoration.
12. It is the responsibility of the contractor and electrical subcontractor to properly size the conduit, wire and circuit for the new outdoor light poles.

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 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.
- 6.02 **Deleted**
- 6.03 **Deleted**
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF
ADDENDA**

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	3/18/24
2	3/22/24
3 (Post Bid)	4/11/24

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all Domestic Preference requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

DRAFT WWTP CHANGE ORDER TO REDUCE SCOPE

CONTRACT CHANGE ORDER

CONTRACTOR: Grand Traverse Construction OWNER: Tuscarora Township
ENGINEER: Performance Engineers, Inc. CONTRACT NO.: 22-6036
CHANGE ORDER NO.: 1 DATE: April 19, 2024

TO THE CONTRACTOR NAMED ABOVE:

Under the above contract and upon approval of the Owner, we hereby recommend the following changes to the contract.

Item	Change	Description	Unit Cost	Total
1.	Deduct	Reduced cost of Mobilization lump sum	(\$128,365.00)	(\$128,365.00)
2.	Deduct	Reduced scope of WWTP Expansion lump sum	(\$947,063.00)	(\$947,063.00)
3.	Deduct	Eliminate Building Expansion lump sum	(\$167,541.00)	(\$167,541.00)
4.	Deduct	Reduce cost of Site Improvements lump sum	(\$18,317.00)	(\$18,317.00)
5.	Deduct	Eliminate Mechanical Screen lump sum	(\$167,384.00)	(\$167,384.00)
6.	Add	Equalization Tank lump sum	\$888,335.00	\$888,335.00
				Total (\$540,335.00)

Reasons for Change: 1) Due to reduced cost of overall contract, 2) Removed equalization tank from WWTP pay item, 3) Removed from project, 4) Due to items not subject to prevailing wage requirements, 5) Removed from project, 6) Created separate pay item for the equalization tank.

Current Contract Amount	\$4,565,700.00
This Change Order	<u>(\$540,335.00)</u>
Revised Contract Amount	\$4,025,365.00

RECOMMENDED: ENGINEER, Performance Engineers, Inc.

By: _____ Date: _____
Aaron Nordman, P.E.

ACCEPTED: CONTRACTOR, Grand Traverse Construction

By: _____ Date: _____
Chris Weber, VP of Operations

APPROVED: OWNER, Tuscarora Township

By: _____ Date: _____
Robert Kramer, Supervisor

Distribution: Tuscarora Township
Grand Traverse Construction
Performance Engineers, Inc.

PROJECT BUDGET & FUNDING ANALYSIS

Project Budget & Financial Analysis

Tuscarora - Sewer Phase I

4/30/2024

Construction:

Contractor #1- GTC WWTP Phase I		1,413,246.00
Contractor #1- GTC EQ Tank		888,335.00
Contractor #2- Elmer's	\$	2,688,787.00
Contractor #3- Matt's Underground	\$	2,224,569.00
Contingency	\$	266,929.00

Sub-total: \$ **7,481,866.00**

Engineering:

Performance Engineering		
Basic Services	\$	540,500.00
Additional services - EQ Tank	\$	77,900.00
Inspection	\$	132,000.00
Sub-total:	\$	750,400.00

Miller Canfield	\$	24,500.00
Matthew Cross	\$	5,000.00
Bendzinski & Co.	\$	30,162.00
Administrative	\$	-
Sub-total:	\$	59,662.00

Total Project Cost: \$ **8,291,928.00**

Total Project Cost:

RD Loan	\$	3,481,000.00
RD Grant	\$	2,844,000.00
EGLE Grant	\$	1,700,000.00
Applicant Funds	\$	<u>266,928.00</u>
Total Funding:	\$	8,291,928.00

Additional Funds Needed: \$ -

DRAFT AWARD NOTICES

NOTICE OF AWARD

Date of Issuance:

Owner:	Tuscarora Township	Owner's Project No.:	
Engineer:	Performance Engineers, Inc.	Engineer's Project No.:	22-5797-A
Project:	Tuscarora Township Sewer Phase I		
Contract Name:	Tuscarora Township Sewer Extension Phase I - Gravity		
Bidder:	Elmers		
Bidder's Address:	704 E. Progress Street, Hillman, MI 49746		

You are notified that Owner has accepted your Bid dated March 28, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Project generally consists of constructing gravity sanitary sewer piping, manholes, cleanouts, pumping stations, and appurtenances within public road rights-of-way. The construction requires demolition and removal of surface structures, excavation, dewatering, construction, and restoration activities.

The Contract Price of the awarded Contract is \$2,688,787.51. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four copies of the unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four copies counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Tuscarora Township**

By (signature):

Name (printed): Robert Kramer

Title: Township Supervisor

Copy: Engineer

EJCDC® C-510, Notice of Award.

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NOTICE OF AWARD

Date of Issuance:

Owner:	Tuscarora Township	Owner's Project No.:	
Engineer:	Performance Engineers, Inc.	Engineer's Project No.:	22-5797-B
Project:	Tuscarora Township Sewer Phase I		
Contract Name:	Tuscarora Township Sewer Extension Phase I – LPS		
Bidder:	Matts Underground Utility Construction		
Bidder's Address:	PO Box 2008, Kalkaska, MI 49646		

You are notified that Owner has accepted your Bid dated March 28, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Project generally consists of constructing low pressure sanitary sewer piping, , manholes, cleanouts, pumping stations, and appurtenances within public road rights-of-way. The construction requires demolition and removal of surface structures, excavation, dewatering, construction, and restoration activities.

The Contract Price of the awarded Contract is \$2,224,569.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four copies of the unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

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3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Tuscarora Township**

By (signature):

Name (printed): Robert Kramer

Title: Township Supervisor

Copy: Engineer

EJCDC® C-510, Notice of Award.

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NOTICE OF AWARD

Date of Issuance:

Owner:	Tuscarora Township	Owner's Project No.:	
Engineer:	Performance Engineers, Inc.	Engineer's Project No.:	22-6036
Project:	Tuscarora Township Sewer Phase I		
Contract Name:	Tuscarora Township WWTP Expansion		
Bidder:	Grand Traverse Construction		
Bidder's Address:	1714 North Star Drive, Traverse City, MI 49696		

You are notified that Owner has accepted your Bid dated March 28, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Project generally consists of installing an additional Aero-Mod SEQUOX PLUS activated sludge system, doubling the process tank capacity and equipment and adding a 150,000-gallon surge tank, the standards for which are provided herein.

The Contract Price of the awarded Contract is \$4,565,700.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to the concurrent execution of Change Order #1 reducing the scope and cost of the project to \$4,025,365.00, and subsequent adjustments based on changes to Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four copies of the unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four copies counterparts of the Agreement, signed by Bidder (as Contractor).
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3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Tuscarora Township**

By (*signature*):

Name (*printed*): Robert Kramer

Title: Township Supervisor

Copy: Engineer

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