



**FEBRUARY 16, 2024
BIRCH BAY DREDGING
BID OPENING**

TIME: 4 pm

LOCATION: Lake Isabella Village Hall, 1010 Clubhouse Drive, Lake Isabella, MI 48893

As part of a Committee meeting beginning at 4 pm local time, bids were opened. Results of the opening are below, showing in lowest to highest bid:

Bidder	Amount
Malley Construction; Mt. Pleasant, MI	\$204,444
Hardcrete, Weidman; MI	\$215,000
Savin Lake Services; Hale, MI	\$252,500
McGuirk Sand & Gravel; Mt. Pleasant, MI	\$398,810
Isabella Corp.; Mt. Pleasant, MI	\$475,000
Michels Construction; Brownsville, WI	\$775,000

Proposals are attached hereto in the order of lowest to highest.



MALLEY CONSTRUCTION

1565 PARK PLACE | MT. PLEASANT, MI 48858 | PHONE: (989) 772-2765 | Fax: (989) 546-4488

Bid Proposal for **Birch Bay Dredging**

- A bid bond for 5% of the bid total is included with this proposal.
- Malley Construction, Inc. has been MDOT prequalified since 2006.
- Similar projects completed by Malley Construction, Inc.
2020 – MDOT Emmet County 37,900 cubic yard wetland mitigation
2021 – Village of Stanton 13,500 cubic yard detention basin
- Professional References:
Stacie Tewari, P.E. – Engineer, City of Mt. Pleasant
Patrick Gaffney, P.E. – Eng. Superintendent, Isabella Co. Road Commission
Dewayne Rogers, P.E. – Manager, Clare Co. Road Commission
- The work plan will consist of following the requirements of the proposal package and EGLE permits.
- Bid Price: \$204,444.00
- Authorized agent for Malley Construction, Inc.:
Brad Malley, (989) 772-2765
- Malley Construction, Inc. agrees to provide a full one-year warranty for the project.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Malley Construction, Inc.

1565 Park Place

Mt. Pleasant, MI 48858

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company

P.O. Box 5001

Westfield Center, OH 44251

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

OWNER:

(Name, legal status and address)

Village of Lake Isabella

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

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

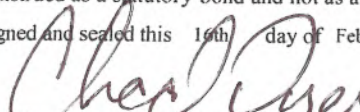
PROJECT: Village of Lake Isabella- Lake Isabella Restoration Project / Birch Bay Dredging / Dredging and Removing 9,334 Cubic Yards of Spoil Dirt, (Name, location or address, and Project number, if any)

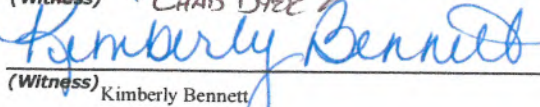
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 16th day of February, 2024


(Witness) CHAD DYER


(Witness) Kimberly Bennett

Malley Construction, Inc.

(Principal)

(Title) BRAD MALLEY

(Surety) Westfield Insurance Company

(Title) John T. Foster

(Seal)

PRESIDENT

(Seal)

, Attorney-in-Fact



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The Isabella Corporation
2201 Commerce Street
Mt. Pleasant, MI 48858

OWNER:

(Name, legal status and address)

Lake Isabella/Joint Lake Restoration Committee

1010 Clubhouse Drive, Lake Isabella, MI, 48893

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

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

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

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

PROJECT:

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

Lake Isabella Restoration Project - Birch Bay Dredging

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

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Signed and sealed this **16th** day of **February**, 2024

(Witness)

(Witness)

The Isabella Corporation

(Principal)

(Title) **Jeremy Zakud - President**

Atlantic Specialty Insurance Company

(Surety)

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

Init.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alan P. Chandler, Ian J. Donald, Jeffrey A. Chandler, Kathleen M. Irelan, Krista L. Pocket, Robert Trobec, Susan L. Small, Wendy L. Hingson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

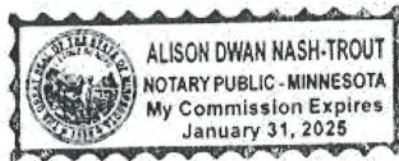


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of February, 2024.



This Power of Attorney expires
January 31, 2025

Kara L.B. Barrow, Secretary

Proposal

HARDCRETE, INC.

Redi-Mix and Excavation

3610 N. Rolland Road, Weidman, MI 48893
989-644-5543 Fax 989-644-6143

FULLY LICENSED AND INSURED

Date	Invoice #
2/15/2024	17

Job Site
Lake Isabella Restoration Project Birch Bay Dredging

Bill To
Joint Lake Restoration Committee 1010 Clubhouse Drive Lake Isabella, MI 48893

Description	Quantity	Unit Price	Amount
-Remove sediment from lake with 70 lbs. excavator with 48" ditching bucket -Put spoil in two off road trucks and dump spoil behind LIPOA office & Bill Buetler OR dump at gravel pit on the corner of Drew Rd & Old State -estimated 1000 yards of spoil removed and hauled away per day -At the end of the project, install concrete boat launch -Grade & regravels drive in boat launch area & LIPOA driveway		215,000.00	215,000.00
NOTE: Keep Queensway Drive swept as needed Sales Tax		6.00%	0.00
Signature _____		Total	\$215000.00

HARDCRETE, INC.

HARDCRETE INC

3610 N. Rolland Road
Weidman, MI 48893
989.644.5543
hardcreteweidman@gmail.com

Joint Lake Restoration Committee

1010 Clubhouse Drive
Lake Isabella, MI 48893

Lake Isabella Restoration – Birch Bay Dredging Project February 2024

February 15, 2024

Dear Joint Lake Restoration Committee,

Hardcrete Inc has been in business for 24 years. We have dug several large ponds that entailed a lot of muck removal. We are capable of moving large amounts of dirt in a timely fashion.

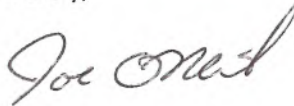
We also install poured wall foundations and flat work. We have had three sites on Trebuh Drive (Lots 17, 15 and 10) in Lake Isabella where we needed to remove 9' of organic material down to river bottom – approximately 1500 yards of organic material per lot and hauled away. At which point, we installed footings 9' below original grade and installed poured walls.

Hardcrete Inc is fully insured and certified.

We acknowledge that we, the contractor, shall provide one-year full labor and material warranty on all workmanship, material, and equipment furnished for this project.

If the weather delays the project past March, we will be able to start in October 2024 and plan to finish December 2024.

Sincerely,



Joe O'Neil, President
HARDCRETE INC

HARDCRETE INC

Weidman, Michigan
989-644-5543

Redi-Mix, Excavating, Foundations, Poured Walls...



Hardcrete Inc.
3610 N Rolland Road
Weidman, Michigan 48893
989.644.5543
hardcreteweidman@gmail.com

PROFESSIONAL REFERENCES

1. Joel Campbell, Manager of The Crossings on Broadway
Contact: manager@crossingsonbroadway.com OR 989-259-4043
2. Todd Buchanan, Owner of Buchanan Builders
Contact: toddbuchanan1@gmail.com OR 989-330-9240
3. Scott DeShano, Construction Manager at DeShano Companies Inc
Contact: scott@deshano.com OR 989-429-2752

AUTHORIZED AGENT(S):

1. Joe O'Neil 989-330-9959
2. Steve O'Neil 989-330-0173
3. Taylor Martin 574-242-1198



THE SILVER LINING®

Bond No. 2566949

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kendra Crandell

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart

Christopher C. Zwygart
Secretary



Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15th day of February, 2024.



Heather A. Dunn

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

Exhibit C

SERVICES AGREEMENT BETWEEN THE VILLAGE OF LAKE ISABELLA

&

Hardcrete Inc.

FOR Birch Bay Dredging

This Agreement for consulting services is made by and between the VILLAGE OF LAKE ISABELLA a Michigan Home Rule Village, with offices located at 1010 Clubhouse Drive, Lake Isabella, Michigan 48893 (hereinafter the "Village"), and Hardcrete Inc. with offices located at 340 N Holland Rd. Nudman 48893 (hereinafter the "Contractor"), (together referred to as the "Parties") as of the 16th day of February, 2024 (the "Effective Date"). The Village is of the opinion that Hardcrete Inc. has the necessary qualifications, experience, and abilities to provide professional services to the Village, and Hardcrete Inc. is agreeable to providing such service to the Village per the terms and conditions of this Agreement.

SECTION 1 SERVICES

Subject to the terms and conditions outlined in this Agreement, the Contractor shall provide the Village the services described in the Scope of Work attached as EXHIBIT A, at the time and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and EXHIBIT A, the Agreement shall prevail.

1.1 Term of Services

The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2024. The Contractor shall complete the work described in EXHIBIT A on or before that date unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8 of this Agreement.

1.2 Standard of Performance

Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. The Contractor shall use its best reasonable and best efforts to perform its duties in an efficient, trustworthy, and professional manner and according to the standards observed by a competent practitioner of the profession in which the Contractor is engaged.

1.3 Time is of the Essence

Time is of the Essence. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the work described in EXHIBIT A to the standard described in Section 1.2.

SECTION 2 COMPENSATION

The Village hereby agrees to pay Contractor a sum not to exceed _____ (\$XXX,XXX). Village shall pay Contractor for services rendered pursuant to this Agreement at the time in the manner set for herein. The payments specified below shall be the only payments from the Village to the Contractor for services rendered pursuant to this Agreement. The Contractor shall submit all invoices to the Village in a timely manner.

2.1 Invoices

Contractor shall submit invoices not more often than once a month during the term of this Agreement. Invoices shall contain the following information:

- A. Serial identification of progress billings beginning with Invoice No. 1.
- B. Beginning and end dates of the period invoiced.
- C. Task summary containing the original contract amount, the cumulative amount of prior invoices, the total due for the invoiced period, the remaining balance available under the Agreement, and the percentage of overall completion on the Scope of Work attached as EXHIBIT A.

2.2 Monthly Payment

Village shall make payments monthly based on invoices submitted by the Contractor. Village shall have thirty (30) days from the date of receipt of an invoice to pay Contractor.

2.3 Total Payment

Village shall pay for the services to be rendered by the Contractor pursuant to this Agreement. Village shall not pay any additional sum for expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. Village shall make no payment for any extra or additional services pursuant to this Agreement.

2.4 Payment of Taxes

The Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar state or federal taxes.

2.5 Payment upon Termination

In the event that the Contractor or Village terminates this Agreement pursuant to Section 8, the Village shall compensate the Contractor for all outstanding costs and expenses for work satisfactorily completed pursuant to the Scope of Work attached as EXHIBIT A as of the date of written notice of termination. Contractor shall maintain adequate records to verify costs incurred to such date.

SECTION 3 EQUIPMENT & FACILITIES

Contractor shall, at its own expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

SECTION 4 INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor shall, at its own expense, procure the types and amounts of insurance listed below against claims for injuries to persons and damages to property that may arise from or in connection with the performance of the work by Hardcrete Inc. and its agents, representatives, employees, and subcontractors. Hardcrete Inc. agrees to bear all responsibility for the actions related to themselves and its employees or personnel under this Agreement. Contractor shall provide proof satisfactory to the Village of such insurance that meets the requirements of this section. Contractor shall maintain the insurance policies required by this section throughout the term of the Agreement. The cost of such insurance shall be included in the Contractor's proposal. Contractor shall not allow any subcontractor to commence work until Hardcrete Inc. has obtained all insurance required herein from subcontractor(s) and provided evidence of such to the Village. All insurance coverages by the Contract is to be considered primary and noncontributory to any insurance coverage held by the Village.

4.1 Required Insurance Coverage

Contractor shall maintain all required insurances listed below for the duration of the Agreement:

A. Commercial General Liability:

Commercial General Liability with a combined Bodily Injury and Property Damage coverage limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The aggregate must be applicable on a per-project basis. Policy to be endorsed to name as additional insured: "Village of Lake Isabella, its Village Council, and all Village officers, agents, employees, and volunteers; and, the Lake Isabella Property Owners Association, its Board of Directors, officers, agents, employees and volunteers. Such insurance shall be considered primary and non-contributory by the Village of Lake Isabella or Lake Isabella Property Owners Association."

B. Commercial/Business or Personal Automobile Liability:

Automobile Liability insurance covering the use of all owned, leased or hired vehicles with a combined Bodily Injury and Property Damage limit of one million dollars (\$1,000,000).

C. Workers' Compensation:

Workers' Compensation and Employer's Liability insurance meeting the minimum limit of coverage required by the State of Michigan.

D. Professional Liability Errors & Omission:

Professional Liability insurance in an amount of not less than one million dollars (\$1,000,000) per claim to cover damages resulting from errors or omissions.

4.2 Unemployment Compensation

The Contractor shall be solely responsible for the unemployment compensation payments on behalf of its employees and personnel. The Contractor's employees shall not be entitled to unemployment compensation from the Village in connection with the services performed under this Agreement.

SECTION 5 MUTUAL INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Village from any claims involving gross negligence of any employee or volunteer of Hardcrete Inc.. The Village agrees to indemnify and hold harmless Hardcrete Inc. from any claims involving gross negligence of any employee or volunteer of the Village. Gross negligence is defined as conduct so reckless as to demonstrate a substantial lack of concern for whether an injury results.

SECTION 6 INDEPENDENT CONTRACTOR STATUS

At all times during the term of this Agreement, Hardcrete Inc., under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees nor contracted personnel are or shall be deemed, Village employees.

In its capacity as an independent contractor, Hardcrete Inc. agrees and represents that Hardcrete Inc. has the right to perform service for others during the term of this Agreement. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Hardcrete Inc. shall have no authority, express or implied, pursuant to this Agreement to bind the Village to any obligation whatsoever.

SECTION 7 LEGAL REQUIREMENTS

7.1 Governing Law

The laws of the State of Michigan shall govern this document.

7.2 Compliance with Applicable Laws

Contractor and any subcontractors shall comply with all laws applicable to the performance of the work of this Agreement.

7.3 Nondiscrimination & Equal Opportunity

Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

SECTION 8 TERMINATION & MODIFICATION

8.1 Termination

The Village may cancel this Agreement at any time and without cause upon written notification to Contractor. Contractor may cancel this Agreement upon thirty (30) days' written notice to Village and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; the Village, however, may condition payment of such compensation upon Contractor delivering to the Village any or all work product, including, but not limited to documents, photographs, computer software, video and audiotapes, and other materials provided to Contractor or prepared by or for Contractor or the Village in connection with this Agreement.

8.2 Extension

The Parties may mutually agree to extend the end of this Agreement by a written amendment to this Agreement.

8.3 Amendments

The parties may amend this Agreement only in writing and signed by all the parties.

SECTION 9 RECORD KEEPING

The Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Village under this Agreement for no less than one year from the date of final payment to Hardcrete Inc. pursuant to this Agreement.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 Conflict of Interest

Hardcrete Inc. certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. No official or employee of the Village has any pecuniary interest in the business of Hardcrete Inc. or its subcontractors that would conflict in any manner or degree with the performance of this Agreement.

Should the Contractor become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Contractor shall immediately notify Village. If Village determines that a conflict of interest exists, Village may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. Village shall have the right to recover any fees paid for services rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify Village within one week of becoming aware of the existence of the conflict of interest

10.2 Public Act 517 of 2012 Certification

I certify the neither Hardcrest Inc. (Contractor), nor any of its successors, parent companies, subsidiaries, or companies under common ownership, are an "Iran linked business" engaged in investment activities of \$20,000,000 or more with the energy sector of Iran, within the meaning of Public Act 517 of 2012. In the event it is award a contract as a result of this proposal, Contractor will not become an "Iran linked business" during the course of performing the work under contract.

Joe O'Neil
By: Joe O'Neil
Title: President/owner

10.3 Contact Administration

This Agreement shall be administered by the Village Manager. All correspondence shall be directed to or through the Village Manager.

10.4 Notices

Any written notices between the Parties shall be sent to the following:

Tim Wolff, Village Manager	[Name]
Village of Lake Isabella	[Company Name]
1010 Clubhouse Drive	[Mailing Street Address]
Lake Isabella, MI 48893	[City, State & ZIP]
989.644.8654	[Phone number]
tim@lakeisabellami.org	[Email]

10.5 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one Agreement.

EXHIBIT A SCOPE OF WORK

This project is for the removal of up to a maximum of 9,334 cubic yards of spoils from the exposed bottomlands of Lake Isabella. Project involves the relocation of the dredged spoils to the Village's disposal site with the spoils graded and seeded at the project's conclusion. The project also requires the removal and installation of approximately 12.5 cubic yards of concrete to replace the bottom slab of the existing boat launch at Birch Bay so that the ramp reaches the new lake bottom depth at the conclusion of spoil removal work. The location of the project area is Birch Bay, located across the street from the office of the Lake Isabella Property Owners Association (1096 Queens Way, Lake Isabella, MI 48893). Specifically, this project requires:

1. Permit administration: perform removal of lake bottom spoils within the conditions of the approval permit.
2. Project management: general oversight of dredging operations, inspections of completed work, and correction of inadequacies.
3. Site preparations for the commencement of dredging and completion of all dredging operations.
4. Remove sediment from the lake bottom in accordance with the approved plans and specifications of the dredging permits and relocate the spoils to the Village's disposal site, located at intersection of Baseline Road and School Road. (The Village is actively pursuing alternative disposal sites at locations nearer to the dredging location, the intersection of Baseline Road and School Road would be the further site for this project.) Dredged spoils are to be graded and seeded once all spoils have been relocated to the site(s).
5. Remove and replace the bottom slab of existing boat ramp (50'x16'x5") with a new concrete slab with a minimum of the same dimensions with a new bottom elevation reaching the new lake bottom depth in Birch Bay.
6. Contractor is responsible for all associated costs of listed services.

The Parties have executed this Agreement as of the Effective Date.

VILLAGE OF LAKE ISABELLA

David K. Torgerson, Village President

Carol Shannon, Village Clerk

CONTRACTOR

Hardcrete Inc.
3610 N. Rolland Rd.
Weidman, MI 48893



January 24, 2024

Village of Lake Isabella
Attn: Joint Lake Restoration Committee
1010 Clubhouse Dr.
Lake Isabella, MI 48893



Subject: Birch Bay Maintenance Dredging Proposal – Revision 1

Savin Lake Services has a sincere interest in partnering with the Village of Lake Isabella to complete the dredging project planned for Birch Bay. We are pleased to submit this proposal for your consideration to become the dredging contractor for the project. We are thankful to be granted the opportunity to present a detailed proposal for our approach for completing the project in an effective and efficient manner. We are eager to work collaboratively with the Village of Lake Isabella on the upcoming dredging projects, and any other lakes management/restoration projects in the future.

Savin Lake Services is a licensed and insured fully integrated lakes management firm offering multiple mitigation solutions to improve the overall health, aesthetics and/or recreational use of lakes all throughout Michigan. We offer both mechanical and herbicide control methods to manage nuisance aquatic and terrestrial plants. In addition, we also offer multiple types of lake studies and consulting services, phosphorus mitigation solutions, lake aeration systems, lake dredging, and bacterial augmentation options for our customers. Currently, we are the only lake management company in Michigan utilizing drones equipped with GPS rate-controlled liquid and granular herbicide applications systems, mapping software, and obstacle avoidance features. With their versatility and integrated technologies features, drone technology is the future of aquatic and terrestrial plant management.

Savin Lake Services Inc. has been servicing Michigan's lakes and ponds for over (25) years. We currently provide our services on over (75) lakes & (225) ponds in Michigan. The lakes that we currently have under contract range in size from 10 acres to 2,500 acres. Our solid reputation speaks for itself. We are known for a high level of quality service, and we have a strong commitment to customer satisfaction.

We are members of the Tawas Area and West Branch Chambers of Commerce and are an A+ Accredited Member of the Better Business Bureau of Michigan. We are also long-term members and sponsors of the Michigan Lakes & Streams Association, the Midwest Aquatic Plant Management Society, the Michigan Aquatic Managers Association, and the Aquatic Ecosystem Restoration Foundation.

We are pleased to offer the following dredging proposal, company profile, and references for your consideration. If you have any questions regarding the following proposal, please feel free to contact us at anytime.

Sincerely,

Eric Largent – Sales & Market Development Manager
Savin Lake Services Inc.



Proposal to Complete the Dredging Project Planned for Birch Bay

Executive Summary:

Our dredges are equipped with a rotating cutterhead that loosens the sediment from the bottomlands creating a slurry that is then suctioned into a large pipeline and pumped to a holding cell/disposal site. Once the slurry reaches the disposal site, the sediment is retained, and clean water is returned to the lake. Utilizing this method on Lake Isabella will be the most cost effective, efficient, and environmentally friendly method to complete the project.

We believe collaboration is the key to success in most projects. By working in collaboration and sharing responsibilities with the Village of Lake Isabella, we can increase transparency of the expectations and goals of the project. This reduces risks of disputes and ensures the desirable outcome is achieved.

The team at Savin Lake Services Inc. is interested in providing a solution to the Birch Bay dredging project. Based on our phone calls we have created a proposal and project specifications for our planned approach to complete the project. We are pleased to present the following proposal for your review.





Proposal Purpose:

To provide a detailed plan for the Village of Lake Isabella consideration that utilizes hydraulic cutterhead suction dredging to complete the dredging planned for Birch Bay in a cost-effective, efficient, and collaborative structure. This proposal was created to provide a mutual understanding of the deliverables, expectations, and estimated costs for hydraulic cutterhead suction dredging to remove organic sediment from the bottomland areas adjacent to Birch Bay.

Scope of work to be completed as proposed:

1. Project management, general oversight of dredging operations, inspection of completed works, and correction of inadequacies.
2. Site preparations for commencement and completion of dredging operations
3. Removal of organic sediment from lake bottom and relocate to spoils disposal site in accordance with approved plans and specifications of the dredging permits.
4. Site restoration after dredging is completed.

Proposed specifications, deliverables, and expectations required to complete scope of work:

1. **Permit administration: to collect data and submit required information to obtain approval of all required dredging and spoils location permits.**

Tasks:

- Submit notifications and any updates required to remain in compliance with the approved permit(s) for dredging operations at Birch Bay.
- Obtain the Soil Erosion and Sedimentation Control Permit from the county (if necessary) to meet the requirements of part 91 of the NREPA.
- Complete any additional unforeseen requirements required to obtain approval of permits.

Deliverables and expectations:

Savin Lake Services will be responsible for:

- Administration and communication of any additional requirements to obtain or remain in compliance with the permit.
- Provide information and assist Birch Bay with planned approach information required to obtain the Soil Erosion and Sedimentation Control permit from county. (If necessary)

Village of Lake Isabella will be responsible for:

- To submit documentation and payment of associated fees to obtain the Soil Erosion and Sedimentation Control Permit from the county (if necessary) to meet the requirement of part 91 of the NREPA.



2. Project management, general oversight of dredging operations, inspection of completed works

Tasks:

- Establishing a timeline and scheduling of resources to meet project objectives.
- Project oversight to ensure objectives are being met in compliance with permits and in accordance with the specifications and that they are completed on time and remain within budget.
- Evaluation and implementation of strategic plan modifications to improve efficiency or result in cost savings while still meeting the project objectives within specifications.
- Develop strategies or plans to overcome/remediate any unforeseen circumstances that arise that are not delineated in the specifications.
- Inspect work upon completion and communicate any incomplete or unsatisfactory work not completed to specifications with project manager of dredging operations for remediation.
- Approve satisfactory work for payment.

Deliverables and expectations:

Savin Lake Services will be responsible for:

- All aspects relating to project management and general oversight of dredging operations.
- Complete a BioBase survey to record depth contours.

Village of Lake Isabella will be responsible for:

- Inspection of completed works.

3. Site preparations for Commencement of Dredging Operations

Tasks:

- Meet all site preparation requirements to maintain in compliance with the approved site plans in the permits.
- Construct pipeline from dredging location to disposal/beach nourishment site.
- Construct holding cell at disposal site.

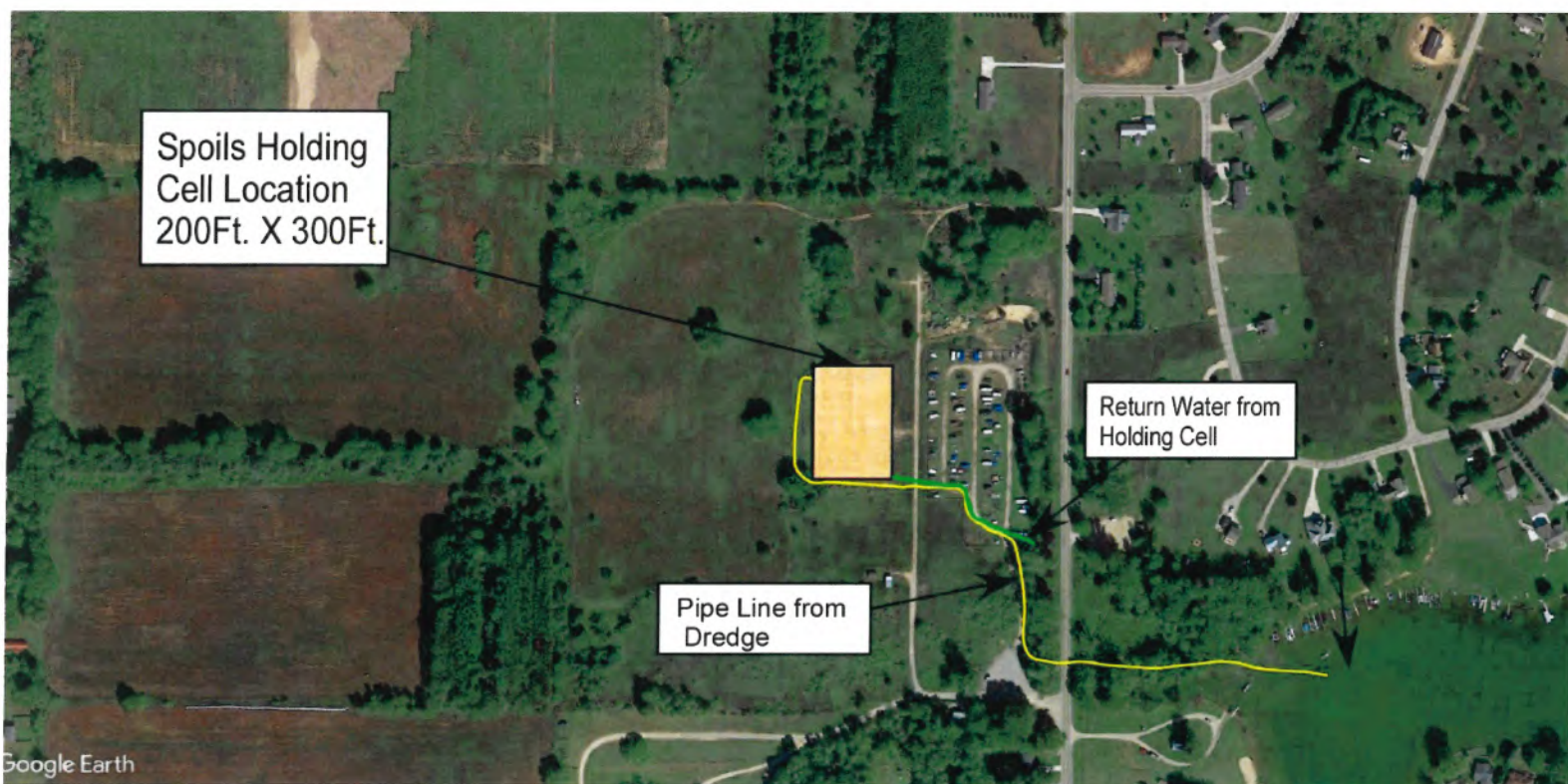




Site Preparation specifications

1. Holding Cell design must have the capacity to hold at least 1.5 times the projected cubic yards of spoils to be removed.
2. The holding cell will be approximately 60,000 Sq. Ft. in size with minimal forestry removal required.
3. Proposed dewatering/disposal site dimensions are: 200 X 300.
4. A dewatering/disposal site will be constructed with a 3-pipe drainage system to control waterflow back to the canal after the spoils dredged have settled in the holding cell.

Spoils Area Overview





Pipeline Paths:

The Birch Bay dredging project requires a total of approximately 2,000' of 8" dredging pipeline to be assembled.

Approximately 2,000' of pipeline will be required to be assembled from the dredging area to the location to the spoil's disposal site location.

Approximately 1500' of pipeline will be required to be assembled from the holding cell drainage pipes to the where the water will then flow to the ditch.

Pipelines will be attached to barrels to ensure they are clearly visible and remain afloat in the areas of the canal they occupy while dredging operations are in progress.

Pipeline paths are to be routed along the canal bank and secured in most ideal locations to not interfere with recreational use of the canal by the public.

The projected pipeline paths can be referenced below in the Birch Bay dredging site plans.

Site Preparation deliverables and expectations:

- *Savin Like Services* will furnish all equipment, labor, and materials to prepare site for planned dredging operations.
- *Savin Like Services* will place the required pipeline to pump the spoils from the lake to the disposal/holding cell site.
- *Savin Like Services* will make every reasonable effort to manage dredge piping in a manner that will allow property owners access to the lake. However, there may be times when dredging operations will deny access of waterfront property owners to the lake.
- *Savin Lake Services* will be held responsible for the finished grade of the Holding Cell area.
- *Savin Like Services* will not be held liable for any contamination or content of the spoils dredged from the lake bottom sedimentation.



4. Removal of sediment from lake bottom and relocate to spoils disposal area in accordance with approved plans and specifications of the approved dredging permits.

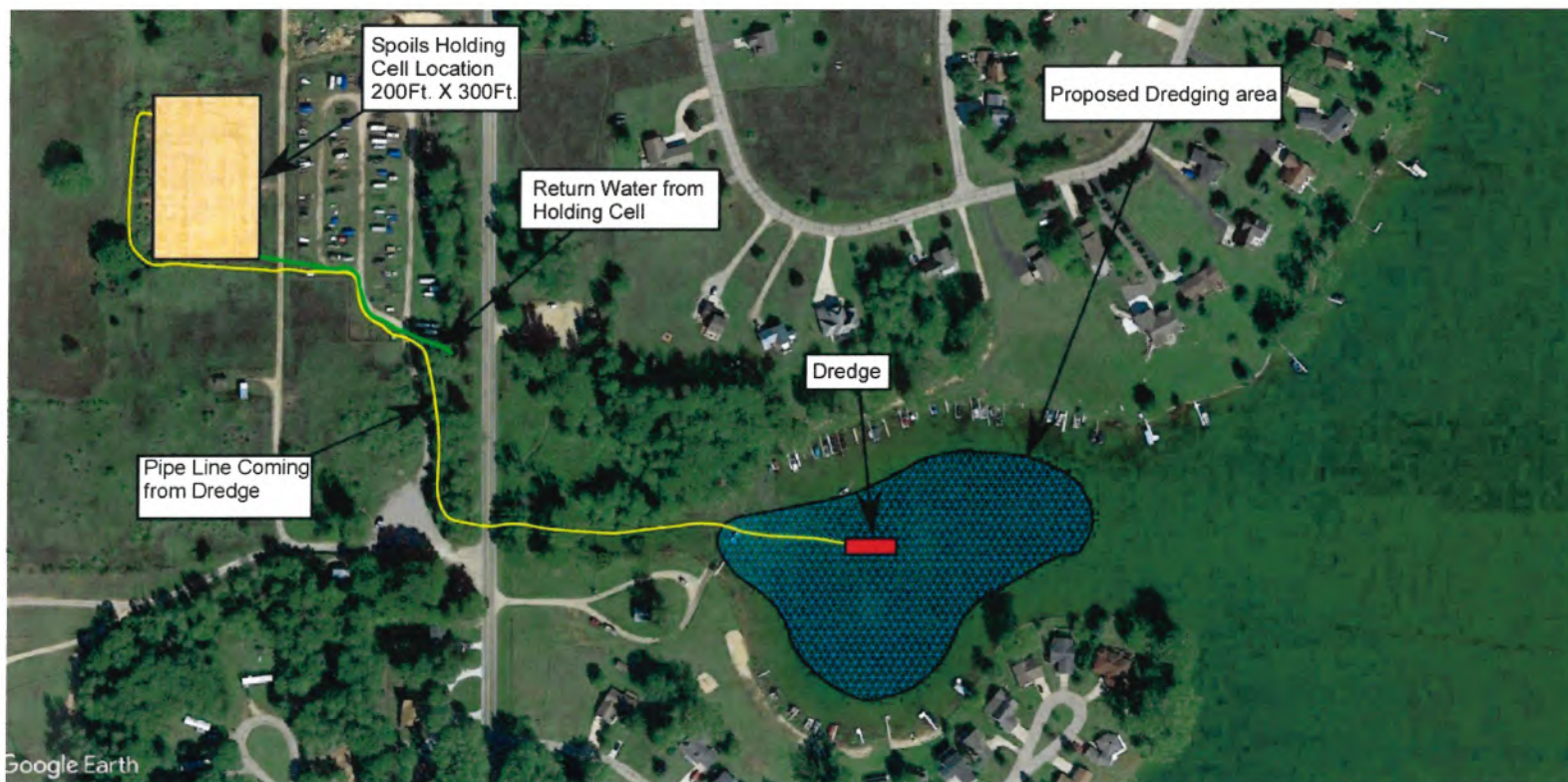
Tasks:

- Utilize a cutterhead suction dredge in accordance with the approved plans and specifications within permits.
- Hydraulically remove an estimated total of approximately 9,334 cubic yards of bottom sediment material from Birch Bay.

Specification for the removal of organic sediment from Birch Bay:

- Hydraulically remove approximately 9,334 cubic yards of sediment from bottomland areas of Lake Isabella.
- The bottomland area of Birch Bay that is projected for hydraulic dredging are pictured below.
 1. Specifications for removal from each area to be dredged to the following proposed specifications and drawing(s).

Pipeline Area Overview





Dredge Area Overview





Sediment removal deliverables and expectations:

- *Savin Lake Services* will furnish one hydraulic section dredge, fuel, labor, tools, supervision, necessary pipe, and all other relevant and incidental items to complete the dredging.
- Utilize a Cutterhead suction dredge in accordance with the approved plans and specifications with EGLE permit.
- *Savin Lake Services* will pump sediment to desired location of Holding Cell.
- *Savin Lake Services* will not be responsible for removing any other materials, either man made or natural (like cement, tree stumps, etc.).
- *Savin Lake Services* will maintain a minimum of ten (10) feet distance from any shoreline.
- *Savin Lake Services* will not be held liable for damages associated with any seawall or the constructed break wall from soil destabilization.
- *Savin Lake Services* will not be held liable for any contamination or content of the spoils dredged from the lake bottom sedimentation.
- Areas that are adjacent to the areas dredged may slump into the area where dredging was completed. *Savin Lake Services* will not be responsible for dredging any areas that have filled back in due to slumping. Once the area has been approved for satisfactory work any re-dredging of areas that is requested will be an additional cost.
- The materials to be removed through dredging operations will include sand, silt, and muck (organics). *Savin Lake Services* will remove the bottom sediment materials to create your desired water depth, or until we reach the depth of the natural lake bottom or hardpan (whichever is less). *Savin Lake Services* dredges are cutterhead hydraulic suction dredges and they are not designed to move clay, rock, or hardpan. *Savin Lake Services* will make every reasonable effort to achieve your desired water depth, however, we will not be held liable for dredge depths that are less than your desired dredge depth.
- *Savin Lake Services* utilizes anticipated cubic yards of sediment removal as a basis in developing our proposals, however, our proposals are based on dredging of the planned area. Our proposals are firm fixed price contracts based on dredging the surface area as defined in our proposals. The cost of the project does not diminish if lower than anticipated cubic yards of removal results from lower than planned dredge depths.

Project Constraints:

Unforeseen circumstances:

- Any additional costs associated with any unforeseen circumstances or special conditions in the issued EGLE permit that are not included in the project specifications will be the responsibility of the Birch Bay. Those additional costs will be quoted to the Village of Lake Isabella prior to commencement of change.



Project requirements

- Every dredging project has (3) standard requirements that are mandatory before the commencement of any dredging operation.
 - Approved disposal site for placement of the dredged spoils.
 - Funding required to complete the project.
 - Signed contract with deposit.

Project timing and expected deliverable dates:

- Project timing and expected delivery dates cannot be determined at this time. We can establish accurate timeframes and expected deliverable dates when provisions requirements are acquired.
- Estimated project timing is currently June 1st, 2024 – Aug 1st, 2024.
 - Estimated project timing is predicted on receipt of a signed contract and project deposit received no later than March 1st, 2024.
 - Estimated launch removal and replacement fall 2024 after drawdown.
- Timing commitments to our customers are confirmed on a first come first served basis. Therefore, receipt of a signed contract along with the required deposit is better sooner than later. Savin Lake Services commits that we will stay in close contact with customers with any timing delays or changes in the plan as we move forward together.

PROPOSED FEES:

Remove and Replace Boat Ramp	\$10,000.00
Setup and Mobilization	\$40,000.00
Holding Cell Construction	\$40,000.00
Holding Cell Restoration	\$15,000.00
Sediment Removal up to 9,334@15.00 Cubic Yards	\$140,000.00
Performance Bond	\$7,500.00
Total Lump Sum Dredging Costs	\$252,500.00



PAYMENT TERMS:

- \$75,000.00 due with signed contract,
- \$75,000.00 due upon arrival of equipment,
- \$77,500.00 due upon completion of dredging, and the remaining
- \$15,000.00 due upon site restoration and project completion.
- \$10,000.00 due upon completion of Concrete boat Launch.

Agreement Terms

- The prices for the services outlined within this proposal will remain firm for a time period of (30) days.
- The pricing of dredging operations contained within this proposal is based on current diesel fuel costs. If off-road diesel fuel exceeds \$ 5.00 per gallon, a fuel surcharge may be added to each invoice.
- Any unforeseen change in State Regulatory Agency requirements concerning the implementation of any part of this agreement may nullify this agreement and/or cause this contract to be re-evaluated in conjunction with the Village of Lake Isabella.
- Savin Lake Services will not charge additionally for telephone conversations, meeting attendance, or an hourly rate for our staff. Those items are art of our standard operating philosophies.
- Once a signed contract and down payment are received, Savin Lake Services will reserve the above stated timeframe in our dredging schedule and commit to allocating the resources required to complete the project scope on time.

Agreement Acceptance

- If the above proposal meets the dredging needs at Birch Bay, please sign below indicating your acceptance, and return it to us along with the down payment (\$75,000.00) at your earliest convenience.
- By signing below the Village of Lake Isabella indicate their acknowledgement and acceptance of this proposal, thus binding this proposal into a contract.

If you have any questions – please feel free to contact us at any time.

Sincerely,

Eric Largent – Sales and Marketing Director
Savin Lake Services Inc.

Tim Wolf – Village Manager

Date



Office: 989-772-1309
Fax: 989-773-4393
info@mcguirksand.com
website: mcguirksand.com

Friday, February 16, 2024

Joint Lake Restoration Committee

1010 Clubhouse Drive
Lake Isabella, MI 48893

**Subject: Birch Bay Dredging
Work Plan and Pricing**

Committee Members,

McGuirk Sand-Gravel, Inc. has prepared a proposal for the Birch Bay Dredging project outlined in the RFP provided. Our work plan is as follows:

Description	Amount: \$398,810.00
1) Mobilization / General Condition	
2) Construct Temporary Lake Bottom Access For Haul Trucks Utilizing HDPE Matting	
3) Dozer Push Spoils for Excavator Loading (Not to Exceed 9334 cyd)	
4) Haul And Dump Wet Spoils on Village Property Across Queensway Drive (Campground)	
5) Stockpile Wet Spoils and Wait For Spoils To Dry or Drain	
6) Load and Haul Dried Spoils to Final Disposal Location (Baseline and School Road).	
7) Dozer Spread Spoils In Abandoned Settling Ponds Near Baseline and School Road	
8) Upon Completion of Spoils Leveling – Apply Seed and Mulch	
9) Removal and Replacement Of The Existing Boat Ramp (50'x16'x5")	

Notes:

- Proposal does not include any silt fence installation at dredging site, temporary drying lay-down location or at final disposal location. This work can be provided at an additional cost to the contract.
- Proposal does not include providing or installing turbidity curtain. This work can be provided at an additional cost to the contract.
- Proposal does not include permits or fees.
- Proposal is based on dredging spoils in a semi dry state or condition (No below water dredging included).
- Proposal does not include temporary cofferdam of any sort to control lake levels in the proposed work area. This work can be provided at an additional cost to the contract.
- Proposal does not include trucking while enforcement of seasonal weight restrictions are in effect.
- Final handling and disposal of spoils shall be when the spoils have dried to an acceptable level determined by McGuirk Sand-Gravel.
- Proposal does not include installation, improvements, or maintenance of roadways to the temporary staging area and/or the final disposal location.
- Proposal does not include restoration or seeding of the temporary spoils drying area. This work can be provided at an additional cost to the contract.

Excavating * Trucking * Site Work * Land Development

Physical Address:
3046 Jen's Way
Mt. Pleasant, MI 48858

Mailing Address:
P.O. Box 530
Mt. Pleasant, MI 48804



Office: 989-772-1309

Fax: 989-773-4393

info@mcguirksand.com

website: mcguirksand.com

- Proposal assumes the Village of Lake Isabella's final disposal site is an upland site and approved by EGLE.
- The terms and conditions stated in this proposal shall become incorporated into the contract.
- McGuirk Sand-Gravel, Inc. currently does not carry the "Professional Liability Errors and Omissions" insurance noted in the request for proposal document. If this insurance coverage is required add \$18,500.00.

Payment Terms: End of Month Progress Billing Based on Percentage Complete

Profession Qualifications and Past Experiences

McGuirk Sand-Gravel, Inc. is a family-owned heavy civil construction contractor that has been operating in the Mid-Michigan for over 75 years. Our management team has over 80 years combined experience in projects ranging from Department of Transportation to all commercial type site development. Our field crews are highly experienced in all ranges of earth-moving and underground utility installation. McGuirk Sand-Gravel, Inc. recently completed a similar project for Central Michigan University called the South Campus Mitigation project. This project included dredging, modification, and expansion of the University's detention pond and drainage courses along West Campus Drive with earthmoving quantities around 50,000 cyd. McGuirk Sand-Gravel, Inc. attention to detail and our experienced work force successfully completed this project significantly ahead of schedule. If needed, additional completed work experiences can be provided at your request.

Professional References

Steve Clark, Project Manager
Central Michigan University
Engineering and Planning
989-774-6550
clark7sm@cmich.edu

Jeff Melvin, Superintendent
Clark Construction Company
248-392-1210
JMelvin@clarkccc.com

Kristine Saia, Engineering Tech
City of Alma
989-463-9512
ksaia@ci.alma.mi.us

Taylor Goldthwait. Project Manager
Granger Construction Company
231-250-9614
tgoldthwait@grangerconstruction.com

Excavating * Trucking * Site Work * Land Development

Physical Address:
3046 Jen's Way
Mt. Pleasant, MI 48858

Mailing Address:
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Office: 989-772-1309
Fax: 989-773-4393
info@mcguirksand.com
website: mcguirksand.com

Alternate Terms For 2024-2025 Drawdown Commencement

McGuirk Sand-Gravel, Inc. has prepared our proposal with consideration that this project may be constructed after the October 15, 2024 drawdown.

Authorized Agent

Alex Fuller, Project Manager/Estimator
Alex.fuller@mcguirksand.com
989-772-1309 office
989-621-7574 cell

Acknowledgement

McGuirk Sand-Gravel, Inc. acknowledges requirement for a 1-year full labor and materials on all workmanship, materials, and equipment furnished for this project.

Please feel free to contact me at (989) 621-7574.

Alex Fuller, Project Manager / Estimator
McGuirk Sand-Gravel, Inc.

Date

Excavating * Trucking * Site Work * Land Development

Physical Address:
3046 Jen's Way
Mt. Pleasant, MI 48858

Mailing Address:
P.O. Box 530
Mt. Pleasant, MI 48804

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McGuirk Sand & Gravel, Inc.
3046 Jen's Way
Mt. Pleasant, MI 48858

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

Joint Lake Restoration Committee
1010 Clubhouse Drive
Lake Isabella, MI 48893

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

Birch Bay Dredging Project

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

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

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

Signed and sealed this 16th day of February, 2024.

(Witness)

(Witness) Bayley Rewa-Snyder

McGuirk Sand & Gravel, Inc.

(Principal)

(Seal)

By:

(Title) PROJECT MANAGER

Hudson Insurance Company

(Surety)

(Seal)

By:

(Title) Lori Ann King-Clyde, Attorney-in-Fact



BID BOND POWER OF ATTORNEY

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

Janice L. Stickles, Lori Ann King-Clyde, Daniel Cusenza, Heather Buonodono, Jocelyn Petersen
of the state of Michigan

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

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 28th day of March, 20 23 at New York, New York.



Attest...
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

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

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 28th day of March, 20 23 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



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

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

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

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

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

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

Witness the hand of the undersigned and the seal of said Company this 16 day of February, 20 24.



By...
Dina Daskalakis, Corporate Secretary

Statement of Qualifications

The Isabella Corporation has an outstanding team, capable of delivering the Lake Isabella Restoration Project – Birch Bay Dredging. Isabella Corporation has an extensive history of successful projects since 1975. Our firm brings demonstrated experience in all areas of experience, knowledge, and proved innovations allowing the project to be completed in a safe, efficient, timely, and cost-effective manner while also minimizing potential adverse impacts, including environmental concerns. This established history allows us to expedite project delivery while also maintaining a high-quality outcome for the owner and end users.

Project Experience

City of Mount Pleasant, Michigan

2020 Industrial Park South Detention Pond Expansion

Summary of work: The Isabella Corporation was contracted to expand the holding capacity of the city's industrial park detention pond. Our team successfully expanded the city detention pond, pumping down the pond level, clearing an additional 1.2 acres, and relocating over 15,000 cubic yards of material. We restored approximately 13,000 square yards of land.



2201 Commerce Drive
Mt. Pleasant, MI 48858



Phone: (989) 772-5890
Fax: (989) 773-2978



Professional References

Name: Stacy Tewari – City of Mount Pleasant - City Engineer
Email: stewari@mt-pleasant.org
Phone: (989)779-5404

Name: Kim Smith – Township Charter of Union – Public Services Director
Email: ksmith@uniontownshipmi.com
Phone: (989)772-7600

Name: Jake Walston – City of Big Rapids – Street Superintendent
Phone: (231)679-2492

Name: Steven Clark – Central Michigan University – Project Manager
Email: clark7sm@cmich.edu
Phone: (989)774-6550

2201 Commerce Drive
Mt. Pleasant, MI 48858



Phone: (989) 772-5890
Fax: (989) 773-2978



Quote

Joint Lake Restoration Committee
1010 Clubhouse Drive
Lake Isabella MI 48893

2/16/2024

Project: Birch Bay Dredging
Lake Isabella MI 48893

Proposed Work Plan:

- Work will start after October 15, 2024 and be completed by March 31, 2025
- Furnish all required bonds and insurances prior to work commencing
- Furnish and install all soil erosion control measures at Birch Lake and at Disposal Site
- Survey existing lake bottom to establish the actual existing lake bottom elevations to be used to calculate how many CY of sediment are excavated
- Install temporary dam across mouth of Birch Bay to prevent sudden increases in lake level from effecting our work. (Lake level still must be drawn down to lowest possible level)
- Utilize a dewatering pump to pump creek water over temporary dam while working
- Excavate 9334 CY of sediment in Birch bay and haul to shore utilizing off road trucks. Sediment will be hauled to either Birch Park or Tervel Park, whichever is closest to the excavation area.
- Only 9334 CY of sediment will be removed per the EGLE permit. There will potentially be more than 9334 CY of sediment. We will agree to a sediment removal plan that starts with the areas the owner would like to prioritize for removal.
- Sediment will dry at the park sites until it is dewatered enough to be hauled utilizing semi trucks to the Village's disposal site
- Haul dried sediments to the Village's disposal site utilizing semi trucks
- Sweep roadways if sediment is tracked incidentally from worksite
- Survey lake bottom after sediment removal to calculate when 9,334 Cubic yards of material have been removed.
- Level and grade spoils at the disposal site
- Seed leveled spoils at disposal site in spring of 2025
- Remove and replace the bottom slab of the existing boat ramp (50'x16'x5") to match existing
- Restoration of areas disturbed at Birch Park and Tervel Park

Total Lump Sum: \$ 475,000.00

Conditions:

- Quote does not include working during seasonal weight restrictions
- Quote does not include any dredging work to start prior to October 15, 2024.
- Quote assumes lake level will be drawn down starting October 15, 2024 by owner
- **Quote only includes removing 9334 CY of sediment as allowed in the EGLE permit.**
There will potentially be sediment left in the basin/work area though.
Example #1: on the permit, the 24" sediment removal area is approximately 300'x400'x24", the permit calculates this to be 6667 CY, but it is actually 8889 CY with those dimensions.
Example #2: On the permit, the 36" sediment removal area is said to be 200'x120'x36", which the permit successfully calculates to be 2667 CY. My takeoff of the area though (see next page), shows the 36" area to be approximately 200'x200'x36" which calculates to 4444 CY.
All sediment depths are estimated at this point, but if they are correct, there could potentially be ~13333 CY of sediment in total and that will leave ~4000 CY that will not be removed.

Terms are net 30 days with no retainage and 1.5% per month due on all past due amounts. If you should have any questions or concerns regarding this quote, please feel free to Contact me at your convenience.

Sincerely,

Jeremy Zalud

Jeremy Zalud Cell: (989) 330-1055
Email: jmzalud@isabellacorporation.com

Accepted by: Date:

Birch Bay Sediment Volume Checks

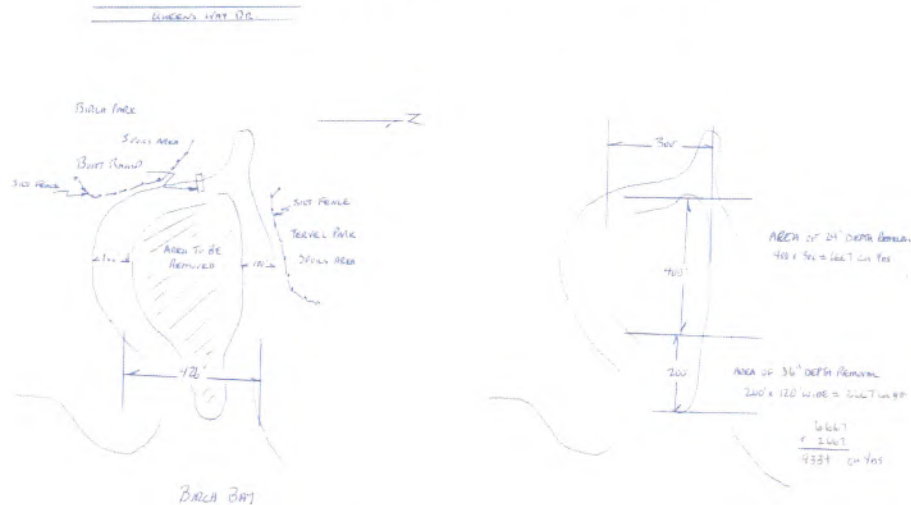


Figure 1. EGLE Permit Sketch #1

Figure 2. EGLE Permit Sketch #2



Figure 3. Birch Bay Area Check

Figure 3 shows a recreation of the birch bay EGLE permit sketches (Figures 1 & 2) on a Google Earth image. I drew the work area using a 100' distance from the shoreline. The 24" sediment depth area is very close to the EGLE permit approximation of 400'x300'. The volume calculation on the EGLE permit seems to be off, as 400'x300'x24" equals 8889 CY, not 6667 CY. The 36" sediment depth area appears to be larger than the 200'x120' area depicted on the EGLE permit. My estimated 36" sediment depth area is approximately 200'x200'. This difference in area changes the volume calculation to 4444 CY, instead of the 2667 CY listed on the EGLE permit.

Authorized Agent – Contact

The Isabella Corporation

Primary Contact:

Name: Jeremy Zalud – President

Address: 2201 Commerce Street
Mt. Pleasant MI, 48858

Email: Jmzalud@isabellacorporation.com

Phone: (989)772-5890

Secondary Contact:

Name: Allison Finnerty – Project Manager

Address: 2201 Commerce Street
Mt. Pleasant MI, 48858

Email: Afinnerty@isabellacorporation.com

Phone: (989)772-5890

Warranty Acknowledgement

The Isabella Corporation does acknowledge and will provide a one-year warranty on all workmanship, material, and equipment furnished for this project starting at the date of substantial completion of the project.



Jeremy Zalud - President

MICHELS[®]

CONSTRUCTION, INC.



Birch Bay Dredging – Lake Isabell Restoration Project

Joint Lake Restoration
Committee February 16, 2024



WE DO THAT ... **& MORE**

Scope of Work

This project is for the removal of up to a maximum of 9,334 cubic yards of spoils from the exposed bottomlands of Lake Isabella. The project involves the relocation of the dredged sediments to the Village's disposal site then grading and seeding at the project's conclusion. The project also requires the removal and installation of approximately 12.5 cubic yards of concrete to replace the bottom slab of the existing boat launch at Birch Bay.

Work Plan

Michels intends to complete the removal of up to a maximum of 9,334 cubic yards of sediments from the exposed bottomlands of Lake Isabella as the first order of work. Michels will use an amphibious excavator to dredge the lake bottom and load tracked dump trucks. A roadway utilizing 7'x14'x4" interlocking poly mats will be constructed to the furthest reaches of the dredge area. Two tracked dump trucks will utilize the poly mat road and transport the material from the amphibious excavator to the boat ramp. Soft sediments are anticipated and using a combination of low ground pressure equipment coupled with the use of poly mats will provide a robust removal system to ensure project goals are met safely and on time. Once the material is deposited at the boat ramp, a land-based excavator will be used to load the dredged material in on-road dump trucks. Three on-road dump trucks will be used to transport the material from the boat ramp to the Village's disposal site. Once the material is deposited at the disposal site, Michels will use a dozer, excavator, or a combination of both, to spread and grade the material. The disposal site will be seeded after the completion of the grading of the material.

The second order of work will include the removal of the existing concrete boat ramp. The existing concrete boat ramp will be removed using a land-based excavator along with a dump truck to dispose of the concrete rubble at a permitted upland disposal facility. After the existing concrete is removed, Michels will install approximately 12.5 cubic yards of concrete to replace the bottom slab of the existing boat launch at Birch Bay. Depending on the water level at the time of construction Michels plans to use bladder dams to create a dry and suitable work environment for construction of the new slab and curing of the concrete. The slab will be formed and poured in place. Once cured the bladders will be removed and the installation will be complete.

Price Proposal

Based on the scope of work described above, Michels proposes to complete the Birch Bay Dredging project at a lump sum price not to exceed \$775,000.00.

Additional Terms and Conditions:

- Michels intends to perform this scope of work after the October 15, 2024 drawdown.
- Michels assumes the draw-down lake levels will be consistent or lower than the picture on the cover for this RFP and contract.
- Turbidity curtains are excluded from this proposal based on performing the work after the lake drawdown.
- Mobilization and Demobilization work will be performed on a 6-workday schedule Monday through Saturday, approximately 12 hours per shift. Holidays have not been included.
- Dredging and concrete work will be performed on a 6-workday schedule Monday through Sunday, 12 hours per day.
- This proposal assumes a coordinated construction schedule agreed upon by both the Owner and Michels.

Authorized Agent

Ross Johnson

Midwest Regional Manager of Dredging

rjohnson4@michels.us

Cell 507.459.0209

Company Qualifications and Experience

Who is Michels?

Michels has been pioneering innovative new technologies for more than six decades, growing from a small pipeline construction company into one of the largest, most diversified international energy and infrastructure contractors in North America. Michels delivers construction, engineering and procurement services that exceed customers' expectations in the water, energy, transportation, and infrastructure construction industries. Our services are constantly growing and evolving to meet customers' needs and to provide them with solutions to complex problems.

Company History & Ownership

Michels supports its customers' projects with more than 8,000 employees, 46 offices and yards across North America, and more than 17,000 pieces of equipment. In 2022, Michels was ranked No. 27 among Engineering News-Record's (ENR) Top 400 Contractors in the United States. Michels is one of the largest, most diversified energy and infrastructure contractors in North America. As a family-owned and operated business, we have the ability to swiftly make critical decisions to support customers' goals.

Michels Corporation was founded in 1959 and formally incorporated in 1960 as Michels Pipeline Construction, Inc. The company officially changed its name to Michels Corporation in 2000 to acknowledge its diverse menu of services and expanding client base. On November 1, 2021, Michels Foundations, an operating division of Michels Corporation, was incorporated by way of merger, as Michels Construction, Inc., a wholly owned subsidiary. As part of this merger, all contracts, employees, experience, equipment, and other assets previously part of Michels Foundations, a division of Michels Corporation, were allocated by operation of law to Michels Construction, Inc.

Operating divisions of Michels Construction, Inc. that continue to be supported by employees, experience, equipment, and other assets include Marine, Foundations, Industrial, and Infrastructure.

Services Offered

Michels Marine, a Division of Michels Construction, Inc. (Michels) provides a full palette of marine construction services to support client needs throughout the inland lakes and river systems. We employ an experienced staff and well maintained, customized equipment to bring value to each facet of the work. Our dredging team provides hydraulic, mechanical, and amphibious solutions to waterway restoration, wetland restoration, contaminated sediments, and maintenance and navigation projects.

MICHELS[®]
CONSTRUCTION, INC.

LOCAL EVERYWHERE

50+ offices & yards
in the United States



Safety is the
cornerstone
of our culture.

6 EMR

We are focused on

SAFETY
ENVIRONMENT
QUALITY
SUCCESS
INNOVATION





Figure 1 Hydraulic Dredging in Philadelphia, PA

Experience - Below are projects that Michels has successfully completed using shallow-draft maintenance dredging and sediment disposal, but please reference – Project Profiles for more information on select projects.

Cherry Grove - North Myrtle Beach, SC

- 105,000 cubic yards were hydraulically removed within an intercoastal tidal environment
- Passive dewatering was performed using a Confined Disposal Facility (CDF).

Seneca Lake- Cambridge, OH

- 80,000 cubic yards hydraulically removed
- Restoration of Reservoir for flood storage

Schuylkill River – Philadelphia, PA

- 26,000 cubic yards were hydraulically removed
- Named material was transported over 8 miles in scow barges, and offloaded into an 80-acre USACE CDF
- Urban waterway dredging
- Debris Mitigation

Lake Adger – Mill Spring, NC

- Roughly 10,000 cubic yards were hydraulically removed
- Constructed a 1,500 foot silt fence and a 1,000 foot silt curtain for erosion/sediment control

Dorn Creek – Waunakee, WI

- Hydraulic removal of sediment contaminated with phosphorus
- 2.5 miles of stream restoration
- Shallow draft dredging

North Lake – Oconomowoc, WI

- 135,000 cubic yards were hydraulically removed
- Passive dewatering was performed using constructed CDF

Providence River– Providence, RI

- 35,000 cubic yards were hydraulically removed
- Dewatering via Geotextile Tubes
- Urban waterway dredging
- Debris Mitigation

Dunes Lake- Sturgeon Bay, WI

- 58,000 cubic yards hydraulically removed
- Designed and operated onsite disposal and water treatment

Token Creek - Burke, WI

- 2.2 miles of creek and ponds were hydraulically dredged
- 2 Acre Disposal Area
- Basin dewatering with a polymer treatment was performed

Lake Mohawk - Malvern, OH

- 120,000 cubic yards were hydraulically removed
- 9 Acre Disposal Area
- Basin dewatering with a polymer treatment was performed

Syracuse Harbor - Syracuse, NY

- 35,000 cubic yards were hydraulically removed
- 3.5 Acre Disposal Area
- Basin dewatering with polymer treatment was performed

Stamp Sands Lake Superior Gay, MI

- 135,000 cubic yards were hydraulically removed
- Basin dewatering with a polymer treatment was performed

LEGEND

Habitat Restoration Aspects

Project In Progress

Design-Build Aspects

General Sediment Removal

Additional projects available upon request

MICHELS FAMILY OF COMPANIES STATS

1959

Founded in

8,000

Dedicated Team Members

17,000

Pieces of Equipment

50+

Offices Worldwide

OUR CORE VALUES



Safety

Safety is the cornerstone of our culture.



Environment

We are committed to preserving and improving the environments where we live and work.



Integrity

Our actions are characterized by integrity, trust and respect.



Dedication & Teamwork

Our people are dedicated and share a passion for quality and innovation.



Social Responsibility

We are committed to being a responsible community partner and value the diversity of individuals and their contributions.



Sustainable Operations

We have sustainable operations driven by our ability to execute swift, strategic decisions.

Financial Capabilities

Michels Construction, Inc. is a private, closely held company, and we treat our financial statements with the utmost confidentiality. In addition to the financial strength and stability that Michels demonstrates, our bonding capacities for single projects are in excess of \$500 million and our aggregate bonded work program is up to \$3 billion.

Backlog, Projects in Progress and Capacity

Michels has more than 200 jobs in progress at any given time and has already secured various construction projects slated for completion in 2023-2024. Our current workload changes on a weekly basis, and while we can report generally on our customers and the work we have previously performed, all other ongoing construction may be contractually proprietary in nature and subject to confidentiality provisions of those contracts. However, our current workload and backlog does not in any way limit our ability to take on more work.

Corporate Social Responsibility & Sustainability

Michels truly believes in being a responsible corporate citizen and proactively promoting the public interest. Annually, we make a significant financial commitment to Corporate Social Responsibility (CSR) components including health and safety, environmental affairs, sustainability initiatives, community relations/investments and charitable donations. In that spirit, Michels published its first Corporate Responsibility Report in 2010 and will continue to publish a CSR report annually. This report provides us with an important tool through which we can hold ourselves accountable by measuring our progress in key sustainability areas.

Equipment and Resources

Michels is proud to own and operate one of the newest, largest, and most dependable specialized fleets in the industry. With more than 17,000 pieces of major equipment, Michels has the equipment necessary to get the job done on time and in the most demanding conditions, including our fleet of customized dredging tools, tugboats, portable marine plants, and amphibious equipment.

We have the equipment to tackle jobs of all scopes and sizes, but for times when we do not have the necessary equipment available or would be better suited to meet the project schedule and/or budget by sourcing equipment locally, Michels will utilize its extensive network of national accounts with companies such as United Rentals, RSC Equipment Rentals, Sunbelt Rentals, Hertz Equipment Rental, and Volvo Rents to secure the necessary resources.

Engineering News-Record

#27

2022 Top 400
Contractors List

Professional References:

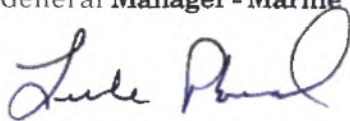
At least three professional references that demonstrate our company's qualifications to perform the Scope of Work:

OFFEROR NAME: Michels Construction, Inc.

1. Village of Farwell – Mill Pond Dredging: Fleis & VandenBrink Engineering 231.932.8600
2. U.S. Army Corps of Engineers: John Henderson 559.580.4392
3. Dane County Public Works: Ryan Shore 608.266.4475

Luke Ploessl, General **Manager - Marine**

Signature



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Michels Construction, Inc.
817 West Main Street
Brownsville, WI 53006

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

Joint Lake Restoration Committee
1010 Clubhouse Drive
Lake Isabella, MI 48893

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

PROJECT:

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

Birch Bay Dredging

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

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

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

Signed and sealed this 9th day of February, 2024.

(Witness)

(Witness)

Michels Construction, Inc.

(Principal)

By: Julia P. [Signature]
(Title) Vice President of Marine Operations

Liberty Mutual Insurance Company

(Surety)

By: Heather R. Goedel [Signature]
(Title) Heather R. Goedel, Attorney-in-Fact



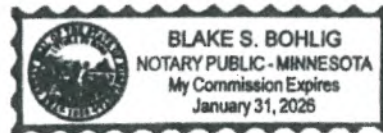
Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 9th day of February 2024, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Blake S. Bohl

Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209239-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedel; Jessica Hoff; Kelly Nicole Enghausen; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of February, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.