

**PROPOSAL**

**Long Lake Park Boat Launch Project,  
Alpena County, MI**

BIDDERS NAME: ELMERS CRANE AND DOZER INC

LEGAL ADDRESS: 704 EAST PROGRESS ST

HILLMAN MI Zip Code 49746

TELEPHONE: (989) 742-4531

PROPOSAL FOR: Alpena County Park Commission

PROJECT NAME: Long Lake Park Boat Launch Project

BID DEADLINE: April 25<sup>th</sup>, 2024, 4:30 pm

In response to your invitation for bids, the undersigned submits the following offer to enter into a contract with Alpena County Parks Commission, subsequent to the opening of bids. This offer has been prepared after our examination of the complete plans and specifications, together with their related documents and our examination of the proposed work, including the availability of materials, equipment and labor.

Included in this offer are all costs necessary for the proposed work, all in accordance with the contract documents prepared by R.S. Scott Associates, Inc., Alpena, MI 49707, for the sum of: Bidder will be required to comply with various Federal, State and Local Laws. Funding from the State of Michigan Natural Resources Trust Fund will be used to assist in construction and relevant state requirements will apply.

The proposal is broken down as follows:

<u>Item</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>
1. Clearing	.7 Acres	<u>35,000.00</u>	<u>24,500.00</u>
2. Earth Excavation	3800 CYD	<u>10.00</u>	<u>38,000.00</u>
3. 12" Subbase	2700 CYD	<u>15.00</u>	<u>40,500.00</u>
4. 6" Aggregate 22A	1800 Tons	<u>23.00</u>	<u>41,400.00</u>
5. HMA 13A	2000 Tons	<u>100.00</u>	<u>200,000.00</u>

6. Slope Restoration	2900 SY	<u>9.00</u>	<u>26,100.00</u>
7. Split Rail Fence	415 LFT	<u>21.00</u>	<u>8715.00</u>
8. Paint Striping	4450 Lft	<u>1.30</u>	<u>5785.00</u>
9. Vault Toilet	1 LSUM	<u>19,000.00</u>	<u>19,000.00</u>
10. Buoys	6 Each	<u>500.00</u>	<u>3,000.00</u>
11. Navigation Light	1 Each	<u>500.00</u>	<u>500.00</u>
12. Turbidity Curtain	815 LFT	<u>7.00</u>	<u>5705.00</u>
13. 5'x 40' Skid Pier	1 Each	<u>16,000.00</u>	<u>16,000.00</u>
14. 6' x 40' Skid Pier	1 Each	<u>23,000.00</u>	<u>23,000.00</u>
15. Precast Conc Plank	92 Each	<u>2,600.00</u>	<u>239,200.00</u>
16. Dredging	1278 CYD	<u>16.00</u>	<u>20,448.00</u>
17. Rip Rap Heavy	80 SYD	<u>95.00</u>	<u>7,600.00</u>
18. Embankment	200 CYD	<u>10.00</u>	<u>2,000.00</u>

Total ( \$ 721,453.00 )

TOTAL AMOUNT OF BID INCLUDES THE FOLLOWING ADDENDA

#1 \_\_\_\_\_  
4-17-23

LIQUIDATED DAMAGES AND COMPLETION OF WORK

Should the undersigned fail to complete the **work by May 17<sup>th</sup>, 2024**, (unless otherwise negotiated) it is agreed that the sum of \$100 will be deducted from the contract amount for each and every calendar day the work is incomplete.

It is understood and agreed that this deduction from the contract amount is not a penalty, but represents liquidated damages suffered by the Owner, and is so fixed, on a per diem basis, because of the extreme difficulty of ascertaining the true and full amount of damage the Owner will sustain if the work, of the undersigned, is not completed by the above date. Furthermore, it is understood there will be no incentive pay for early completion.

SIGNATURE

The bidder declares the following legal status in submitting the proposal: (check one)

- A Corporation organized and existing under the law of the State of MICHIGAN
- Partnership
- An Individual doing business as \_\_\_\_\_.

Respectfully submitted,

BY Dan Loh

TITLE PROJECT MANAGER

DATE 4-25-2023

(Affix Corporate Seal if Non-Michigan Corporation)







**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS**

**ELMER'S CRANE AND DOZER, INC.**

THE UNDERSIGNED, representing all of the members of the Board of Directors of Elmer's Crane and Dozer, Inc., a Michigan corporation (the "Corporation"), do hereby, pursuant to the authority of MCLA Section 450.1525, consent in writing to the following actions to be taken by the Corporation effective January 3, 2012, intending that such actions shall be valid corporate actions as though authorized at a meeting of the Board of Directors duly called and held for such purposes:


**RESOLVED**, that the following persons each are hereby authorized until otherwise ordered to enter into and to execute and to deliver in the name and on behalf of this Corporation, any contract, agreement, conveyance, or any other instruments which may be deemed to be necessary and proper for the business of the Corporation without further act or resolution of the Board:

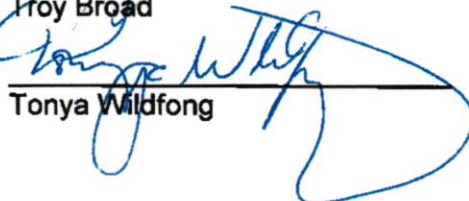
1. Troy Broad
2. Todd Broad
3. Tonya Wildfong
4. T. Eric Ritchie

**FURTHER RESOLVED**, that the following persons each are hereby authorized until otherwise ordered to enter into and to execute and to deliver in the name and on behalf of this Corporation, any proposal, contract or other document which binds the Corporation to provide materials and services of a kind provided by the Corporation in its ordinary course of business:

Max Bott	Nick Broad	Al Papcun
Michael Flaughner	Dan LaFleche	Jason Horton
Steve Folkersma	Jeff Allen	Dan Beckelic
Scott Tebben	David Viswat	Dean Weldon
Eric Sanborn	Sonny Eley	Jeff Marceau
John Prescott	Brian Peace	Jack Morris
Jeff Denise	Rodney Broad	Kirsten Bott
Mike Skop	Gary Holcombe	CB Lowe

**IN WITNESS WHEREOF**, the undersigned have duly executed this document effective as of the date first above written.

  
\_\_\_\_\_  
Troy Broad

  
\_\_\_\_\_  
Tonya Wildfong

  
\_\_\_\_\_  
Todd Broad

  
\_\_\_\_\_  
T. Eric Ritchie

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

Elmer's Crane and Dozer, Inc  
3600 Rennie School Road  
Traverse City, MI 49685

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

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

Alpena County  
720 W Chisholm  
Alpena, MI 49707

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

**BOND AMOUNT:**

Five Percent of Bid (5% of Bid)

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):

Long Lake Boat Launch Project

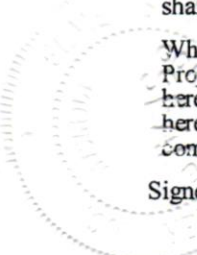
Project Number, if any:

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 the 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 requirements 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 25th day of April 2023

  
*Sheila McFarren*  
\_\_\_\_\_  
(Witness)  
*Mara J. Bell*  
\_\_\_\_\_  
(Witness)

*D. Hill*  
\_\_\_\_\_  
Elmer's Crane and Dozer, Inc  
(Principal) (Seal)  
PROJECT MANAGER  
\_\_\_\_\_  
(Title)

**THE CINCINNATI INSURANCE COMPANY**  
\_\_\_\_\_  
(Surety) (Seal)  
*Robert G. Chapman*  
\_\_\_\_\_  
(Title)  
Robert G Chapman, Attorney-in-Fact



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

of Lansing, Michigan

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

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

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

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

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

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



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

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



*Keith Collett*

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

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

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

Given under my hand and seal of said Companies at Fairfield, Ohio, this 25th day of April, 2023.



*Ed R.*