

Leelanau County Board of Commissioners
 Leland Dam Pedestrian Bridge Surface and Railing Replacement
 LCAO-RFP-2024-007

Bids Due: Friday, September 27, 2024 @ 3:00 p.m.

Bid Opening: Friday, September 27 @ 3:05 p.m.

Opened by: Lauren Cypher

Present: Jerry Callman, Dan Hitzman (Fisher), Kendra (Walton)

Recorded by: Sami Zientek

	Bidder	Amount	Comments
1	Fisher Contracting Company	\$122,745.73 ① \$124,736.77 ② \$114,708.72 ③	
2	Easling Construction Company	\$108,546.00 ① \$111,550.00 ② \$98,665.00 ③	
3	Awrey Corporation	\$112,450.00 ① \$131,000.00 ② \$69,000.00 ③	
4	Walton Contracting	\$116,073.00 ① Can't Source Material ② \$87,943.00 ③	
5			
6			
7			

1. Summation of Items 1-4

2. Summ. of items 1-4 w/ Thermally Modified Ash Alternative

3. Summ of Items 1-4 w/ Treated SYP Alternative

COUNTY OF LEELANAU

PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2024-007, dated _____, 2024, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

Item #	SCHEDULE OF ITEMS	PRICE
1	Demolition and Disposal	
2	Decking, lpe	
3	Railing & Guard	
4	Rail Posts, lpe	
	Alternative #1: Replace lpe wood with Thermally Modified Ash. Apply add/deduct to cost here	
	Alternative #2: Replace lpe wood with Treated SYP. Apply add/deduct to cost here	
	Summation of Items 1-4	
	Summation of Items 1-4 with Thermally Modified Ash Alternative	
	Summation of Items 1-4 with Treated SYP Alternative	

Submitted by

(Company Name): _____

Address: _____

Contact Name

(Print): _____ Signature: _____

Telephone: _____ Fax: _____

Email: _____

NOTE: By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1

COUNTY OF LEELANAU

PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2024-007, dated Sept 27, 2024, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

Item #	SCHEDULE OF ITEMS	PRICE
1	Demolition and Disposal	\$35,098.32
2	Decking, Ipe	\$38,910.07
3	Railing & Guard	\$38,712.64
4	Rail Posts, Ipe	\$10,024.70
	Alternative #1: Replace Ipe wood with Thermally Modified Ash. Apply add/deduct to cost here	\$1,991.04 ADD
	Alternative #2: Replace Ipe wood with Treated SYP. Apply add/deduct to cost here	\$8,037.01 Deduct
	Summation of Items 1-4	\$122,745.73
	Summation of Items 1-4 with Thermally Modified Ash Alternative	\$124,736.77
	Summation of Items 1-4 with Treated SYP Alternative	\$114,708.72

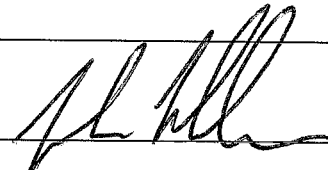
Submitted by

(Company Name): Fisher Contracting Company

Address: 3401 Contractors Drive, Midland, MI 48642

Contact Name

(Print): John Waskevich

Signature: 

Telephone: 989-835-7771

Fax: 989-835-8461

Email:

jwaskevich@thefisher.co

NOTE: By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1

Non-Collusion Affidavit

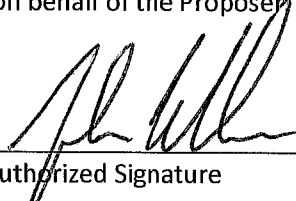
**Bid #LCAO-RFP-2024-007
LELAND DAM PEDESTRIAN BRIDGE SURFACE
AND RAILING REPLACEMENT PROJECT**

This Affidavit shall be submitted with and made part of this proposal to the County of Leelanau:

State of Michigan
County of Leelanau

_____ John Waskevich _____, being duly sworn, deposes and says that:

1. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the RFP, designed to limit independent proposals or competition; and
2. The contents of the proposal have not been communicated by the Proposer or its employers or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposals.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Proposer



 Authorized Signature

Subscribed and sworn to before me this

27th day of September, 2024

John Waskevich

 Printed Name of Signatory

Fisher Contracting Company

 Company Name

3401 Contractors Drive

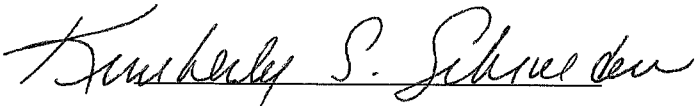
 Address

Midland, MI 48642

 City/State/Zip

989-835-7771

 Phone Number



Kimberly S. Schroeder , Notary Public

My Commission expires:11- 7-2025

Kimberly S. Schroeder, Notary Public
State of Michigan, Midland County
My Commission Expires 11/07/2025
Acting in the County of: MIDLAND

ATTACHMENT "A" - Contractor's Qualification Statement

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Leelanau County Administration
Attention: Administrator

Submitted by: Firm Name: Fisher Contracting Company
Address: 3401 Contractors Drive,
Midland, MI
Principal Office Location: Midland, MI

Submitted for: LELAND DAM PEDESTRIAN BRIDGE SURFACE AND RAILING REPLACEMENT PROJECT

Organization:

Provide the following information concerning your organization. Type of Entity:

Corporation X
Partnership _____
Individual _____
Other _____

Names of Principal, Owners, or Partners

<u>Name</u>	<u>Position</u>	<u>Years of Service with Organization</u>
<u>James W. Fisher</u>	<u>President</u>	<u>44 YEARS</u>
<u>John Waskevich</u>	<u>Vice President</u>	<u>9 YEARS</u>

Number of years this organization has been in business? 67

Have members of this organization operated under former names / businesses?

Yes _____ No X

If "yes", list name, type of entity, and names of principal, owners, or partners:

Provide four project examples of similar scope of work within the last five years. Provide back-up documentation.

- | | |
|-------------------------------------------|-------------------|
| 1. <u>Great Lakes Bay Rail Trail</u> | Year: <u>2023</u> |
| 2. <u>Hardy Dam Piezometer Boardwalks</u> | Year: <u>2020</u> |
| 3. <u>Poseyville Bridge Deck</u> | Year: <u>2019</u> |
| 4. <u>Canoe Portage Five Channels Dam</u> | Year: <u>2022</u> |
| 5. _____ | Year: _____ |

Insurance and Bonds

List names of current insurance carrier and number of your projects insured by carrier:

leuter Insurance Group, 414 Townsend , Midland, MI 48640 Aprox 50

List names of bonding company / agent utilized for projects constructed during the last five years: leuter Insurance Group, 414 Townsend , Midland, MI 48640

Claims and Suites

Has your organization ever failed to complete any construction work it has been Awarded?

Yes _____ No X

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, describe in full.)

Yes _____ No X

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors, or affiliates constructed?

Yes _____ No X

Are all city, county, state and federal taxes of any type, including real estate, FICA, and Workmen's Compensation paid to date?

Yes X No _____

Is there any potential arbitration, claim, demand, litigation, investigation, governmental proceeding, or regulatory proceeding involving your firm, its principals, predecessors, or affiliates? If the answer to either of the preceding questions is "Yes", describe in full in an attachment.

Yes _____ No X

In addition to the litigation, arbitration, investigation, or governmental / regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation, or governmental / regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, describe in full.

Yes _____ No X

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors, or affiliates? If so, identify the proceedings, the court or governmental body, and the date such jurisdiction was assumed in an attachment.

Yes _____ No X

Change Order History

Describe each instance within the last five years where change orders applied for during construction amounted in the aggregate to more than five percent of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent in an attachment. N/A

References SEE ATTACHED SHEET

1. Name of Business: SEE ATTACHED SHEET

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

2. Name of Business: _____

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

3. Name of Business: _____

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

4. Name of Business: _____

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

Company Name of Proposer: _____

By: _____ Title: _____

Any alterations to this document made by the offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the County of Leelanau.

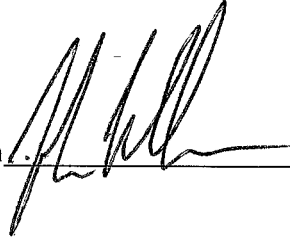
**ATTACHMENT "D" – CERTIFICATE OF COMPLIANCE
WITH PUBLIC ACT 517 OF 2012**

(Please type or print clearly in ink only)

I certify that neither Fisher Contracting Company (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Fisher Contracting Company
(Name of Company)

By: John Waskevich 

Date: 9-27-24

Title: Vice President

FISHER CONTRACTING COMPANY						
MAJOR PROJECTS COMPLETED OVER PAST FIVE YEARS						
FCC JOB#	Owner/Contractor	Project Name	Contract Amount	Project No.	Completed	Percent of work completed by FCC
18-351	City of Coleman 201 E. Railway Street Coleman, MI 48618 William Cozart, DPW Director Phone: 989-465-9182	Sewage Lagoon / Pump Station Improvements	\$ 1,507,406.00	Bid Package No. 4	2019	82%
18-365	DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET State Facilities Administration, Design & Construction Division 3111 West St. Joseph Street Lansing, Michigan 48917 or 48909 Bruce Walkins Phone: 517-242-7882	Shiawassee Auxiliary Pump Station	\$ 1,150,848.00	File No. 751718127 BDW/ Contract Order No. Y18463	2020	70%
18-369	Saginaw County Public Works 111 S Michigan Ave Saginaw MI 48602 (989) 790-5258 Engineer: Spicer Group Inc. Nicholas D. Czerwinski, P.E., Project Manager Cell: 989-529-0256	Universal Drain Pump Station	\$ 3,723,964.67	121628SG2014	2020	42%
19-433	City of Midland 333 West Ellsworth St. Midland, MI Shane Blorge, P.E. 989-837-3353	Midland Main Street Plaza 2019	\$ 1,269,168.12	MS1711	2020	40%
21-533	City of Saginaw 1315 S. Washington Saginaw, MI 48601	17th Steet Rehabilitation	\$ 976,941.00	C-1669	2021	67%
20-489	Little Tobacco River Intercounty Drain Drainage Board Engineer: Spicer Group 230 S Washington Ave, Saginaw, MI 48607 Phone: (989) 754-4717	Little Tobacco River Drain	\$ 6,505,601.92	123191SG2016	2022	78%
21-521	Kent County Department of Public Works 1500 Scribner Ave, NW Grand Rapids, MI 49504	South Kent Landfill Cell 41&42	\$ 3,552,242.31	PO 441 210313	2022	45%

FCC JOB#	Owner/Contractor	Project Name	Contract Amount	Project No.	Completed	Percent of work completed by FCC
21-544	Monitor Twp Engineer: Spicer Group 230 S Washington Ave, Saginaw, MI 48607 Phone: (989) 754-4717	Monitor Twp Waste Water	\$ 2,383,210.98	129173SG2020	2022	58%
21-547	Saginaw County Public Works Engineer: Spicer Group 230 S Washington Ave, Saginaw, MI 48607 Phone: (989) 754-4717	Gage Drain Pump station - Division 1 Saginaw, MI	\$ 2,581,682.59	122901SG2015	2022	50%
21-550	Tuscola County Drain Commissioner 125 W. Lincoln St. Caro, MI 48723	Murphy Lake Level Control	\$ 511,516.00	126874SG2019	2022	86%
21-552	Michigan Department of Transportation 6333 Lansing Rd, Lansing, MI 48917	Scour Protection	\$ 1,406,153.66	Contract ID: 09032-203156-2	2022	96%
21-560	City of Bay City Wastewater Treatment Plant 2905 N. Water Street, Bay City	RTB# 2 SCREW PUMP REPLACEMENT PROJECT	\$ 508,360.00	HRC20171189	2022	90%
21-561	Bay County Dept. of Water & Sewer 3933 Patterson Road Bay City, MI 48706 989-751-7959 Mr. Tim Fitzgerald tff@baycodws.org	Regional Wastewater Detention Basin Phase II	\$ 1,501,074.47	837250	2022	85%
22-602	The City of Sault Ste. Marie 225 E. Portage Avenue Sault Ste. Marie, Michigan 49783	WWTP Screw Pump Rehabilitation	\$ 570,000.00	B-05-22	2022	99%
22-626	Village of Mayville 6104 Fulton Street Mayville, MI 48744	Village of Mayville - Wastewater Improvements	\$ 3,662,427.00	22-626	2024	100%



Dedicated *People*; Committed to Excellence

MAIN OFFICE
3401 CONTRACTOR DR.
MIDLAND, MI 48642
PHONE: (989) 835-7771
FAX: (989) 835-8461

SOUTHERN DIVISION
4836 NASHVILLE RD., P.O. BOX 386
FRANKLIN, KY 42139
PHONE: (270) 253-3331
FAX: (270) 253-3199

"AN EQUAL OPPORTUNITY EMPLOYER"

WWW.FISHER-CONTRACTING.COM

CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS OF FISHER CONTRACTING COMPANY A MICHIGAN CORPORATION

The undersigned being the Secretary of Fisher Contracting Company, a Michigan Corporation, hereby certifies that at a regularly scheduled Board of Directors meeting held on September 7, 2022 the Directors executed the following Resolution, to wit:

Resolved, that this Corporation does hereby authorize and empower James W. Fisher, P.E.; Mark Edlebeck, P.E.; Shane Blankenship, P.E.; Michael A. Yenior; Russell D. Friedle III; Alan J. Simanskey; John P. Waskevich; Jeremy R. Morey; Joshua McClaren; John W. Fisher; Andrew LeBeau and Ellen Englund to sign bids and proposals on behalf of said Corporation.

Resolved, that this Corporation does hereby authorize and empower James W. Fisher, P.E.; Mark Edlebeck, P.E.; Joel S. Blankenship, P.E.; John Waskevich and John W. Fisher to represent, bind and execute contracts on behalf of said Corporation.

Resolved, that this Corporation does hereby authorize and empower all officers authority to:

- Obtain a line of credit, in the amount of Twenty Million Dollars (\$20,000,000.00) and to obtain an equipment line of credit in the amount of Five Million Dollars (\$5,000,000.00).
- Sign documents and enter into contracts on behalf of the company. Such Contracts to include, but not limited to: the sale, purchase or lease of real estate, bank documents to include opening and closing accounts, line of credit and traditional financing

The undersigned further certifies that the fore going Resolution has not been rescinded, altered, or amended, and that the same is now in full force and effect, and that all previous resolutions are hereby rescinded.

IN WITNESS WHEREOF, the undersigned has executed this document as Secretary of Fisher Contracting Company on 8th day of September 2022.

Witnessed:

On the 8th day of September, 2022 before me personally appeared John W. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Kimberly S. Schroeder, Notary Public
State of Michigan, Midland County
My Commission Expires 11/07/2025
Acting in the County of: MIDLAND



John Waskevich

Vice President

Office: 989-835-7771

jwaskevich@thefisher.co

INTRODUCTION

John has over 20 years of experience in the construction industry. He attended Ferris State University gaining a bachelor's degree in Construction Management. He began working as a construction supervisor in the field quickly working into a management position supervising numerous projects throughout the central and eastern United States. John has worked on many types of projects including dams, mass earth moves, concrete, heavy foundations, bridges, cut-off walls, and many more. John started as a project manager/ estimator at Fisher Contracting in 2015 and through performance was promoted to Vice President in 2021. This role includes working closely with other leaders of the company and directly overseeing the overall functionality and success of Fisher Contracting.

EXPERIENCE

- Vice President- Fisher Contracting Company 2021 to Present
 - o Responsible for overseeing all aspects of the Northern Operations.
- Board of Directors- Toni and Trish House- Home for the Terminally Ill Founding Member 2008 to Present
- Project Manager – Fisher Contracting Company 2015 to 2021
- Project Manager – Gerace Construction 2000 to 2015

PROJECT EXPERIENCE

2021 Vice President Fisher Contracting

- Responsible for managing the success of the Michigan Operations: Heavy Earth Moving, Utilities, Roads, Dam Reconstruction, Foundation Piling, Sheet Piling, River Restoration, Environmental Cleanup, Industrial Maintenance, Coal Ash Remediation, Waste Water Lagoons, Waste Water Equipment Upgrades, Bridges and Marine Construction.

2020 Flood Reconstruction, Midland/Gladwin Counties 2020

- *Project Manager-* MDOT US-10 Emergency Bridge Reconstruction Sandford Michigan
- *Project Manager-* MDOT M-30 Emergency Bridge Reconstruction Edenville Michigan
- *Project Manager-* State of Michigan, Tobacco Dam Stabilization Edenville Michigan

2015-2020 Consumers Energy Karn Weadock, Essexville, MI

- *Project Manager-* Weadock Bottom Ash Pond Clean Closure- 875,000 CY Excavation
- *Project Manager-* Karn Bottom Ash Pond Clean Closure-675,000 CY Excavation
- *Project Manager-* Karn Ash Landfill Closure. Grade/Liner System/Cover Soils/Roads -120 acres
- *Project Manager-* Karn Bottom Ash Impoundment Project-5 acre filtration system
- *Project Manager-*Weadock Landfill Slurry Wall Vent Closure Project
- *Project Manager-* Closure of Pond A West 1 Coal Ash Landfill. Capping of 32 acre landfill.
- *Project Manager-* Pond F- Filling of 33 acre coal ash settlement pond (412,000 cy)
- *Project Manager-* Weadock Dike Improvement Project- Discharge Channel Bank Stabilization

2018 Brookfield Renewable Energy, Deep Creek, Maryland

- *Project Manager-*Deep Creek Dam Filter Blanket Installation Project

2017 City of Midland, Michigan

- *Project Manager-*Main Street Reconstruction and Utility Replacement (8 City Blocks)

2016-2017 Genesee County Water Treatment Plant, Lapeer, MI



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John Waskevich

Vice President

Office: 989-835-7771

jwaskevich@thefisher.co

- *Project Manager-Site preparation, utilities, ponds, roads- including 54" steel pipe for new KWA Water Treatment Plant.*
- 2015-2019 **Deep Foundation Subcontractor, Multiple Project**
 - *Project Manager-Helical Pile design and installation on various industrial projects.*
- 2014-2015 **Brookfield Renewable Energy, Clarion, PA**
 - *Project Manager-Piney Dam Tainter Gate Rehabilitation. Rebuilding of 14 Tainter Gates including structural steel repairs, arm strengthening, new seals, rub-plate modifications, and coating.*
- 2013-2014 **Uptown at Rivers Edge Brown Field Re-Development, Bay City, MI**
 - *Project Manager-Installation of 2000 LF of sheet pile seawall with tiebacks, 50,000 cys of dredging, marina installation, and public access platforms.*
 - *Project Manager-Early Site Development for Buildings 1-4 Deep Foundations. 500 H-Piles 80'-105' in length.*
- 2010-2014 **Dow Chemical Company, Midland, MI (various projects)**
 - *Project Manager- Design Build Rehabilitation of the Dow Rail Bridge. Including complete deck replacement including all structural steel, concrete, and rail. Jacking of the bridge and rehabilitating the abutments. The bridge consisted of two 150' spans. Start of design to final turnover 10 months.*
 - *Project Manager-138 KV Foundation Package for Highline Structures. Including 8' diameter driven pipe pile, anchor bolt cages, and concrete for 150' T-line Towers.*
 - *Project Manager-Installation of 2,500 timber pile for the new Solar Shingle Plant. Pile operations included multiple crews working 20 hrs. /day to achieve the accelerated schedule.*
 - *Project Manager-Dow DAF Waste Water Treatment Plant: Site Development, 650 Timber Pile Foundation, Concrete Foundations, Fabricate/ Erect 2000 LF of Structural Steel Pipe Racks.*
- 2011 **UPPCO, Prickett Dam Rehabilitation, Pelkie, MI**
 - *Project Manager-PMF upgrades to the existing facility that included: raising the concrete structure an additional 4' including all core walls, new gate hoists, and new heated rub plates.*
- 2009-2010 **City of Beaverton, Beaverton Dam Rehabilitation, Beaverton, MI**
 - *Project Manager-Complete Flood Control Structure Rehabilitation including mass concrete demolition, forming and pouring of new concrete structure, fabrication of 3 new flood control tainter gates, reconstruction of one existing tainter gates, fabrication/ installation of gate sills/rubplates, and installation of new gate heating system.*
- 2009-2010 **LCRA, Mansfield Dam Flood Gate Replacement, Austin, TX**
 - *Project Manager- Design Build Replacement of existing Paradox Water Control Gates with hydraulically operated Jet Flow Gates (98" diameter).*
- 2008-2009 **Rochester Gas & Electric Station #5, Tunnel Re-Line Rochester, NY**
 - *Project Manager-Stabilization and demolition of the 1400 LF power tunnel to allow for greater flow capacity. Installed over 2000 rock anchors and performed consolidation grouting to seal the liner. The entire project was completed under confined space conditions.*
- 2006-2008 **TransCanada, Power Station Hydro Rehab, Vernon, VT**
 - *Site Project Manager-Demolition and replacement of 4 hydroelectric turbine/generators. Demolition, stabilization anchors, reinforcing steel, concrete, structural steel, dewatering, and assembly of the turbines*



Dedicated *People*, Committed to Excellence

John Waskevich

Vice President

Office: 989-835-7771

jwaskevich@thefisher.co

and generators. Responsible for 130 site employees at the peak of the project running 20 hours per day. Developed an earned value tracking tool to provide real time cost tracking.

2006-2009 NYPA, Upper Reservoir Dewatering Project, Gilboa, NY

- *Project Manager* – Installation of cofferdams in the pump storage reservoir to assist in Penstock Butterfly Valve Replacement. Installation of two dewatering systems capable of moving 9000 gal/min over the cofferdam. Reinstalled the system every year for the fall outage and managed the dewatering system from 2007-2009.

2005 City of Saline, Saline Mill Pond Gate Replacement Saline, MI

- *Site Superintendent* – Cofferdam installation & removal, refurbishment and reinstallation of tainter gates.

2003-2005 Rochester Gas & Electric Station #5, Head Gate Replacement Rochester, NY

- *Assistant Project Manager* - Demolition of existing structures, Installation of cofferdams, Construction of mass concrete structures including tunnels, piers, and slabs. Including installation and tensioning of rock anchors. Installation and commissioning of (4) 50' wide hydraulic crest gates. Installation of glycol heating system in concrete spillways.

2003 LCRA, Max Starcke Dam Gate Replacement, Marble Falls, Texas

- *Quality Control Engineer*- Replacement of existing 10 ea bear-trap gates with 50' wide hydraulic crest gates. Construction of scour slab and installation of 1200 rock anchors. Accountable for surveying layout for gate installation, quality control of materials installed, and responsible for rock anchor stressing.

2000-2002 Consumers Energy Pigeon Cove and Mountain Beach Marina, Holland, MI

- *Construction Supervisor* – Constructed private marina with 52 docks, 1.5 miles of elevated boardwalk, dredged 8000cys of sand, and relocated 60" elevated hot water discharge pipe.

EDUCATION

- Bachelor of Science Degree – Construction Management
 - o Ferris State University, Big Rapids, MI May 2002
- Associate in Applied Science – Building Construction Technology
 - o Ferris State University, Big Rapids, MI May 2000



Daniel Hitsman

Project Engineer / Supervisor

Cell Phone: 989-450-3323

dhitsman@thefisher.co

Introduction

- Daniel has 6 years in the construction field, starting as a laborer and working his way up to a foreman, onsite superintendent, assistant project manager, onsite project manager, estimator, and finally to a project engineer. Daniel has done mostly concrete work but has been involved in other jobs ranging from dam gate replacement to fabricated steel installation. Daniel started as a project engineer with Fisher Contracting in 2023. This role involves assisting project managers with managing paperwork, helping to write and submit submittal paperwork, and helping to develop work plans while also working closely with the onsite superintendent to manage day to day operations.

Affiliations / Memberships:

- Laborers Local 1098

Education

- First Aid & CPR Training – American Red Cross
- Drug & Alcohol Supervisory Training
- Reasonable Suspicion Training
- OSHA 30 Safety Training
- Competent Rigger Safety Training
- Boat Operator Certification
- Scaffold Builder Certification
- Forklift Certification
- Working Near Power Lines Certification
- Working Near Water Training
- Working from Aerial Platform / Lift Training
- Scaffold User Certification
- Working on Barges Training
- Working From Heights Training
- Fall Protection Training
- Rescuing Worker From Heights Training
- Confined Space Training



Dedicated *People*, Committed to Excellence

Daniel Hitsman

Project Engineer / Supervisor

Cell Phone: 989-450-3323

dhitsman@thefisher.co

Professional Experience

Project Engineer - Fisher Contracting Company: 10/2023 to Present

- Manage Paperwork, Complete Submittals and Work Plans, Manage Day to Day Onsite Operations, Scheduling, Ordering of Materials, Job Take Off Quantities

Estimator / Onsite Project Manager - Gerace Construction: 3/2023 – 10/2023

- Estimate and Project Manage jobs.
- Create and Keep Updated Construction Schedules
- Manage Job and Personal Job Acceptance to Completion

Project Superintendent – Gerace Construction: 6/2021 – 10/2023

- 5 years of experience in the construction industry.
- Creating and maintaining a culture that values safety.
- Oversee all phases of projects from initial planning to completion.
- Manage day to day field activities to ensure all project milestone dates and overall schedule completion deadlines are met.
- Creating short-interval look-ahead project schedules to ensure upcoming events are communicated, tracked and proactively attended to while coordinating activities of tradespeople and work closely with engineers.

Construction Laborer, Gerace Construction: 2019 – 6/2021

- Numerous Jobs Including Dams and Energy Plants

Additional Employment: Construction Laborer at Brand Safeway and Kiewit.

- Wind Farms, Dams, Energy Plants, and Natural Gas Refineries

Project Experience:

Project Engineer – Fisher Contracting, 10/2023 – Present

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Sanford Dam Rehabilitation• Deep Creek Soil Boring Analysis• Foote Dam Downstream Spillway Concrete Repairs | <ul style="list-style-type: none">• Foote Dam Hoist Replacement• Cooke Dam Hoist Replacement• Misc. Consumers Energy Work |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|



Dedicated *People*, Committed to Excellence

Daniel Hitsman

Project Engineer / Supervisor

Cell Phone: 989-450-3323

dhitsman@thefisher.co

Project Manager / Estimator – Gerace Construction, 3/2023 – 10/2023

- 2023 Safe Harbor Dam Concrete Rehabilitation

Project Superintendent – Gerace Construction, 6/2021 – 10/2023

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Calderwood Dam Concrete Pier Rehab• Calderwood Dam Handrail Replacement• Santeetlah Pipeline Pier Bolt Replacement• 2022 Safe Harbor Dam Concrete Rehabilitation• Weldon Dam Trash Rack Overlay Installation | <ul style="list-style-type: none">• 2023 Safe Harbor Dam Concrete Rehabilitation |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|

**Construction Laborer / Scaffold Builder – Gerace Construction, Brand Safeway, Kiewit
2019 – 6/2021: Jobs to include:**

- Santeetlah Dam Arch Pier Rehabilitation
- Chilhowee Dam Concrete Retention Wall
- Consumers Energy Jackson, MI Concrete Repair
- Barton Dam Airshaft Steel Plating and Grouting
- Geddes Dam Tainter Gate Replacement
- Safe Harbor Dam Concrete Rehabilitation
- Piney Dam Head Gate Replacement
- Manistee Papermill
- Grand Rapids DTE Energy Facility
- Gaylord Natural Gas Refinery
- DCP Natural Gas Refinery
- Michigan Sugar Plant
- Consumers Karn Plant
- Flint Elevator Shaft
- Webber Dam Turbine Room
- Munsie Indiana Wind Farm Nacelle Assembly

Leland Dam Walkway Replacement

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Nov 3, '24	Nov 10, '24	Nov 17, '24
							S	S	S
							M	M	M
							T	T	T
							W	W	W
							T	T	T
							F	F	F
							S	S	S
1		Leland Dam Walkway	15 days	Mon 11/4/24	Fri 11/22/24		█		
2		Mobilize to Site and Site Set Up	1 day	Mon 11/4/24	Mon 11/4/24		█		
3		Remove Deck Boards and Sleepers in Section 1	1 day	Tue 11/5/24	Tue 11/5/24	3	█		
4		Install Deck Boards and Sleepers in Section 1	2 days	Wed 11/6/24	Thu 11/7/24	4	█		
5		Remove Deck Boards and Sleepers in Section 2	1 day	Fri 11/8/24	Fri 11/8/24	5	█		
6		Install Deck Boards and Sleepers in Section 2	2 days	Mon 11/11/24	Tue 11/12/24	6	█		
7		Remove Handrail and Posts from Section 1	1 day	Wed 11/13/24	Wed 11/13/24	7	█		
8		Install Handrail and Posts in Section 1	1.5 days	Thu 11/14/24	Fri 11/15/24	8	█		
9		Remove Handrail and Posts from Section 2	1 day	Fri 11/15/24	Mon 11/18/24	9	█		
10		Install Handrail and Posts in Section 2	1.5 days	Mon 11/18/24	Tue 11/19/24	10	█		

Project: Leland Dam Walkway R
Date: 9/25/24

- Task: Solid blue bar
- Split: Dotted line
- Milestone: Diamond
- Summary: Thick black bar
- Project Summary: Thin grey bar
- Inactive Task: Thin blue bar
- Inactive Milestone: Thin blue bar
- External Tasks: Grey bar
- External Milestone: Diamond
- Deadline: Green arrow
- Progress: Blue bar
- Manual Progress: Blue bar
- Inactive Summary: Thin grey bar
- Manual Task: Thick blue bar
- Duration-only: Thin blue bar
- Manual Summary Rollup: Thick black bar
- Manual Summary: Thin grey bar
- Start-only: Thin blue bar
- Finish-only: Thin blue bar

Leland Dam Walkway Replacement

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Nov 3, '24	Nov 10, '24	Nov 17, '24	
12	🚩	Install Top Railing Across Entire	1 day	Wed 11/20/24	Wed 11/20/24	11																		
13	🚩	Final Site Walkthrough / Punch	1 day	Thu 11/21/24	Thu 11/21/24	12																		
14	🚩	Final Site Clean Up / Demob	1 day	Fri 11/22/24	Fri 11/22/24	13																		
15	🚩?																							

Project: Leland Dam Walkway R
Date: 9/25/24

Proposed Work Plan

Leland Dam Walkway Replacement



September 25, 2024



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REMOVAL / DISPOSAL OF THE EXISTING HANDRAIL AND POSTS.....5

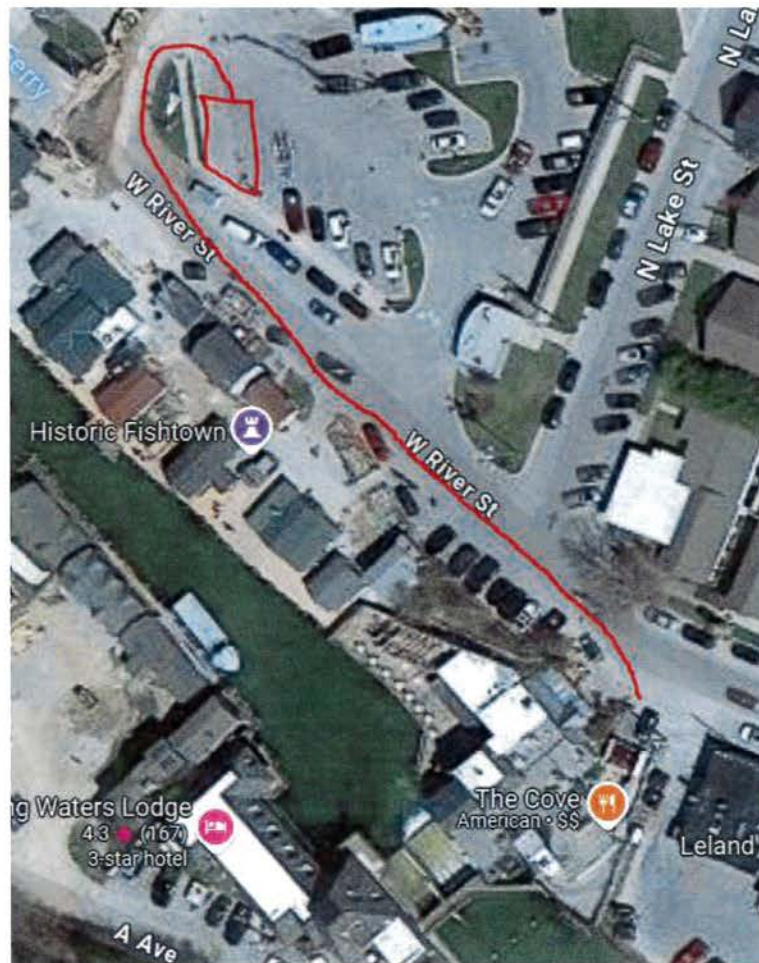
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Site Set Up

Fisher Contracting will work with the marina located near the dam to stage lumber, Tool Trailer, and Dumpster. This work would be best if it was performed once the slow down in the season occurs for the surrounding area. This way, there would be less foot traffic on the path from the marina to the dam as well as less foot traffic on the dam walkway itself. Below is a picture of the proposed staging in the marina and a path that would be taken to enter the site.



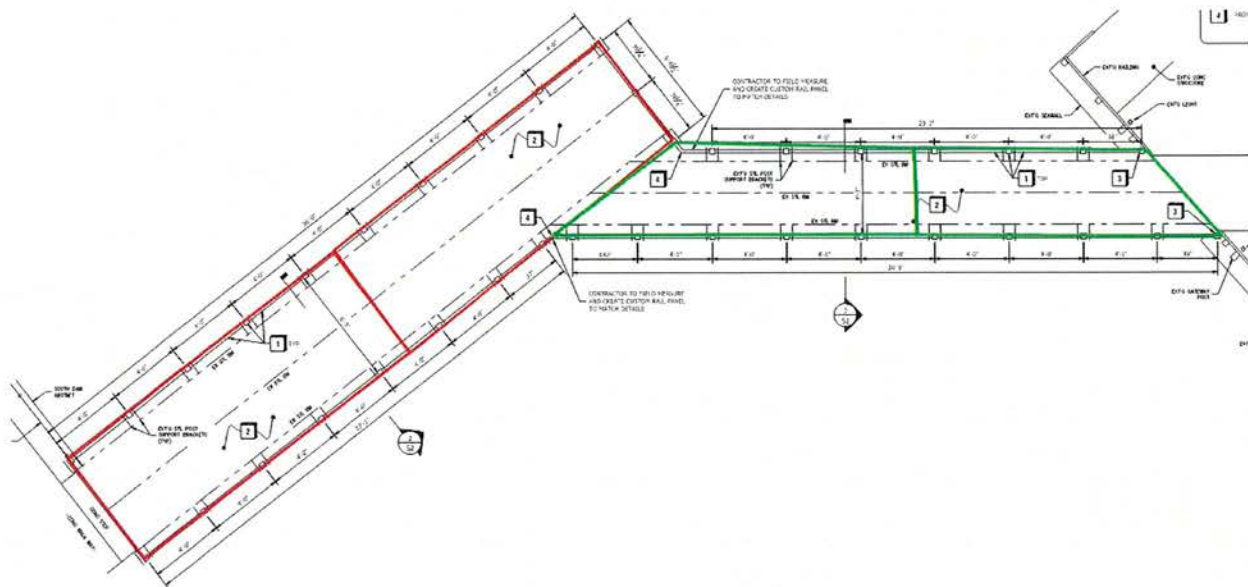
Fisher crew will set up orange construction fence around the work area to mitigate the hazard of public entering the work area.

Fisher will work to not leave open holes in the walkway for extended periods of time to reduce any fall hazards to pedestrians who may defeat the orange fence barricade for any reason.

Communications with the local businesses will take place once work commences to make sure everyone is on the same page as far as work taking place and the walkway being closed while work is being performed.

Removal / Disposal of Existing Decking and Sleepers

Fisher Contracting will split the walkway into separated sections. Splitting it into sections will allow work to get done more efficiently as well as to not keep open holes in the walkway for extended periods of time. Section 1 will be the left side of the walkway (looking Downstream) and Section 2 will be the right side of the walkway (looking Downstream). Please see the picture below depicting the sections, red is section 1 and green is section 2.



The first step for the removal will be to start removing the deck boards and sleepers in section 1 starting far left and working towards the right side. Gates and other miscellaneous items will be removed as well at this time. Items removed will be hand carried across the walkway and down the path to the roadway. These items will then be loaded on the forks of a telehandler and taken to the marina where they will be dumped into a waste dumpster.



Installation of the New Deck Boards and Sleepers

Once the deck boards and sleepers have been removed fully in section 1, new sleepers and deck boards will be installed in this section. The telehandler will bring new lumber from the marina to the entrance of the path down to the dam walkway. The new components will then be hand carried down to the walkway where they will be installed following the plans and specifications of the project.

The crew will then move onto section 2 and repeat the work sequence to complete the sleepers and decking.

Removal / Disposal of the Existing Handrail and Posts

Once the deck boards and sleepers have been completed, the crew will switch their efforts to removing the existing handrailing and handrail posts. This will take place in sections, the same way as the deck boards and sleepers did.

Installation of the New Handrail Sections and Posts

Installation of the new handrail will take place in the following sequence:

- Remove Existing Handrail and posts in section 1
- Install new treated 4x4 posts, securing the same way that it is currently secured
- Install Fabricated handrail sections
- Repeat Process in Section 2
- Install 2x6 Top Rail on Handrail

Safety Remarks

Fisher Contracting is known for our commitment to safety on all of our projects, no matter the size.

Stationary Equipment onsite will have containments underneath them to mitigate spill hazards. Spill Kits will also be stationed around the site so we can handle a spill if one happens to occur.



While removing and installing components of the walkway, the Fisher crew will utilize horizontal lifelines and rope grab systems to mitigate any fall hazards for the crew.

As stated previously, orange construction fence will be installed around the area to help prevent any pedestrian traffic on the walkway and surrounding areas. Before installing the fence, we will communicate this effort with the surrounding businesses. We will also make sure not to block off any access and / or parking to the local businesses.

Please see the safety action plan (SAP) included in the bid packet.

Job Close-Out

Once the replacement of the walkway has been completed, the Fisher Supervisor and/or project manager will conduct a final walk through with a representative from Leelanau County to make sure everything is satisfactory before pulling off the site.

Any punch list items will be completed at this time.

Once conducted, Fisher will clean up the area and remove everything from site and the project will be completed.



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Safety Activity Plan

Project Title: Leland Dam Pedestrian Bridge Surface & Railing Replacement

Location of Project: 109 W River St, Leland, MI 49654

Date: October 2024



Project Key Contact List

NAME	COMPANY/TITLE	CELL	EMAIL
Dan Hitsman	FCC Project Engineer	989-450-3323	dhitsman@thefisher.co
Marco D'Alessandro	FCC Safety Director	989-330-5302	mdalessandro@thefisher.co
Mike Yenior	FCC Superintendent	989-615-9789	myenior@thefisher.co
Jerry Culman	Leelaunau Maintenance Director	231-256-8160	jculman@leelanau.gov

For Emergencies, Dial 911



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Safety Activity Plan

PURPOSE	This plan has been written to explain how Fisher Contracting Company will interact with the County of Leelanau and other contractors to handle Health and Safety Programs in order to achieve the goal of zero incidences throughout this project. This will be achieved by thorough communication between all parties, whether scheduled or intermittent, in the form of Tailgates, Progress Meetings, and expressing general awareness of intended tasks to be performed by means of pre-planning, daily SPA/JSAs (performed by crew and supervision), the correct use of CHATs, and by polite interventions when unsafe work ethics, conditions or practices are observed.
SCOPE	<p>Fisher Contracting Company (herein referred to as FCC) will begin by mobilizing equipment and establishing the appropriate measures for restricting access to the work area through signage/barricading at the access points. FCC will begin the project by mobilizing equipment and materials to the laydown area.</p> <p>FCC will establish the appropriate measures for restricting access to the area by means of signage, barricades, and/or fencing. Signage will be placed, notifying the public and workers of construction activities and not to enter. FCC will begin with complete removal and disposal of the existing wood walkway including the decking, sleepers, hand railing, and handrail posts. FCC will then cut and install new lumber to replace all materials that were removed.</p> <p>Once the clients' expectations for the work have been satisfied, FCC will demobilize all tools and equipment from the site.</p> <p>All activities will be coordinated with the facility and the appropriate personnel for the assurance of accurate identifications, proper isolations/lock-out/tag-out, purging/preparations, and all necessary documentation, permitting, as applicable. Expectations for performance of work will include following all pre-planned measures for maintaining safety and accuracy throughout each task as identified through company, client, and regulatory compliance. This includes using applicable measures, and having appropriate training, as they pertain to each individual's tasks.</p> <p>Expectations for the performance of work will include following all pre-planned measures for maintaining safety and accuracy throughout each task as identified through the prime contractor, company, client, and regulatory compliance.</p> <p>*All FCC employees working on this project shall adhere to all site and contractor requirements addressed in the project documents (E-1225, SWPs, SOPs, CHATs, SPA/JSAs, and CSE permits).</p>

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Safety Activity Plan

General Safety:

- **Orientations:** Prior to participating in worksite activity, it is a requirement for personnel involved on this project to have the applicable Guest-In-House training. It is also a requirement that they be familiarized with, and sign onto any Pre-Job Safety Documents, such as this Safety Activity Plan, and any other Company policies or procedures per their work tasks.
- Signs and barricades will be posted acknowledging restricted areas and/or the appropriate PPE needed for entering such designated areas. For an outline of potential PPE needed on this project, please see **Appendix A**.
- All applicable Leelanau County, Fisher Contracting Company, OSHA, DEQ, Federal, State, and other applicable governing safety standards are expected to be followed.
- **EMERGENCY COMMUNICATION: 911.**
- **Map to Medical Care Facility (Appendix B): Leland Dam to Munson Medical Center.**
- In the event of the need to shelter-in-place for a site event or severe weather, the primary building to report to will be the onsite job trailer. This information should be clearly communicated to the crews and reflected on individual CHATs. In the event of weather conditions affecting the worksite, utilize it as a Prompt-To-Stop and re-evaluate and observe appropriate measures. (Wait 30 minutes for conditions to clear, etc.).
- Portable eye rinsing bottles will be available in the FCC trucks for immediate use and can serve as a temporary aid until the availability or arrival at an eyewash station.
- **Fisher Contracting Roster Sheet:** Employees/Visitors must sign onto the daily roster upon arrival and sign out at the conclusion of each day. Employees must also indicate whether they have suffered an accident/injury by initialing the appropriate box on the roster sheet. These sheets will act as an accountability method and are required to be accurate and thorough.
- Sign-In/Sign-Out for Fisher Employees is required on the Safe Plan of Action that is to be kept on the job. **Subcontractors and visitors need to check-in upon arrival.**
- Work will not begin until the crew has completed their daily SPA and CHAT documents, received the applicable work-related permitting, and clearly communicated that day's work tasks. Applicable equipment inspections need to be completed at the commencement of work. Note, at any time that the scope of work changes, this needs to be observed as a Prompt-To-Stop, and communication with all parties effected on the project needs to occur. Updates will also need to be made for individual CHATs.
- The use of spotters will be determined on a case-by-case basis by use of the Spotter Check Sheet, and as the need is seen fit to aide in avoiding personal injury, equipment, or property damage.
- Daily audits and observations may be made by Fisher Contracting Management to ensure that safe work practices and proper hazard identification and controls are being met or exceeded.
- Barricading shall be used around all hazards. Barricades need to be tagged and provide the following information: The name of the person installing the barricade, Date, Phone number, Hazard, and Company Name.



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Safety Activity Plan

Driving Considerations:

If driving or parking onsite, do so in a manner that equipment needing access and essential to the operation, has priority:

- Observe all postings & allow right-of-way for equipment entering/exiting the work area.
- Only park within the immediate vicinity of the work zone if you are necessary to the operation – parking should be enough away that it is not impeding on the priority tasks, or risking vehicle damage.
- Don't block fire hydrants or ambulance entrances.
- Cell phones are to be kept in your personal vehicle and are not allowed on any Fisher Contracting jobsite. This is a zero-tolerance policy.

Site Specific Hazards:

- Stay out of the line of fire. Be aware of heavy equipment in the vicinity.
- Watch for pinch points.
- If noise levels are equal or greater than 85 dBA wear appropriate hearing protection.
- Be aware of steep grade changes on-site, pick a path, plan your route, make sure you have sure footing.
- Materials and debris can accumulate in the work zone. Be mindful and clear all trip hazards and practice good housekeeping.
- Inspect all rental equipment on arrival. Verify that all controls, lights, alarms, etc., are in good working order. If equipment is damaged in any way, refuse the delivery or request that it be repaired before acceptance.
- Inspect all job boxes, tool trailers, equipment, and tools. If found to need repair, tag and remove them from service.
- Practice continuous housekeeping, including all vehicles and equipment.
- Landing could become congested. Have clear paths and routes planned and communicated to the team.
- Be mindful when working near traffic, be aware of your surroundings and hazards with oncoming vehicles.



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Safety Activity Plan

HEALTH AND SAFETY CONSIDERATIONS

This section to be completed with concurrence from the Supervisor

Task Sequence	Potential Hazards/Issues	Mitigation Methods
Surveying/Observing Work Area  	1a. Visitors unfamiliar to the project (wandering onsite) 1b. Vehicle and equipment traffic (in relation to persons on foot); line-of-fire: <ul style="list-style-type: none"> Struck-by Caught-between 1c. Slips/trips/falls from walking on uneven or slippery surfaces	1a. Clearly posted signage communicating expectations at access points <ul style="list-style-type: none"> Primary contact person upon arrival PPE expectations 1b. Be aware of surroundings: <ul style="list-style-type: none"> Don't remain in an area where vehicles or equipment frequent Position self so that all equipment moving in the area can be observed & eye contact with operators, made – don't assume operator knows your location Wear hi-visibility outerwear 1c. Identify potential hazards: <ul style="list-style-type: none"> Eyes on path of travel Defensive walking (best efforts of maintaining balance & keeping eyes on path) Use alternate path, if possible
Inspection/Maintenance/Fueling Of Equipment    	1a. Slips/trips/falls (mounting/dismounting equipment) 1b. Line-of-fire: <ul style="list-style-type: none"> Struck-by Caught-between Crush-by Entanglement (Compartment, pulley/belt, flywheel or other rotating parts) 1c. Equipment fluid/lubrication coming in contact with an employee <ul style="list-style-type: none"> Hydraulic Fluid Gas Oil Grease 1d. Leaks or spills resulting in contamination of surrounding waters/soils Look for new SAFETY DATA SHEETS (SDS) coming soon, to meet the new Global Harmonization System. I.e. new labels, pictograms, hazard statements/codes.	1a. Only step on areas designed to be stepping/walking surfaces: <ul style="list-style-type: none"> Face equipment access ladders/steps Use handrails/guides where provided Assure footing before placing weight Three points of contact when mounting/dismounting 1b. Assure your hand placement before attempting to close any compartments/doors. Make certain compartments/doors are secured open while in use. 1b. Assure equipment cannot be started or that parts cannot be engaged in motion by controlling the equipment key, disconnecting the battery, or other similar measures to assure a start-up cannot occur while you have the potential to be in the line-of-fire. 1c. Utilize task appropriate PPE (minimum of safety glasses and gloves) <ul style="list-style-type: none"> Have correctly rated, and fully charged extinguisher, within immediate range 1d. Refueling may only take place in approved areas as discussed with the Client Facility: <ul style="list-style-type: none"> SDS may need to be obtained and available on site prior to task/introduction Spill Kits should be readily available at fueling locations for immediate spill absorption All contaminated, absorbed material must be properly managed for disposal

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<p>Staging Equipment & Planning Routes</p>   	<p>Ia. Unsafe use of the equipment, operator not familiar with equipment</p> <p>Ib. Free roaming vehicles in what should be restricted or limited access in proximity to the active work area</p> <p>Ic. Overhead power lines, fixed objects (trusses, fencing, posts, pipelines, hydrants, ballasts)</p>	<p>Ia. <u>Supervision Verifies:</u></p> <ul style="list-style-type: none"> All operators are certified to operate heavy equipment <p>Ia. <u>Operators Verify:</u></p> <ul style="list-style-type: none"> Equipment Operator/Driver Initial Checks completed Equipment checklist and walk down/visual inspection are thoroughly conducted – If deficiencies are found that affect safe operations, equipment must be tagged out of service, and the maintenance department notified <p>Ib. Implement controls:</p> <ul style="list-style-type: none"> Coordinate work through communication and scheduling, so that equipment needing to access accordingly, has priority Restrict and implement traffic control to allow right-of-way for equipment entering/exiting the work zone Observe all postings Utilize Vehicle Spotter to aide in avoiding equipment/property damage, or injury Only allow those vehicles necessary to the operation, within the immediate vicinity – all others should drive/park enough away that they are not impeding on the priority tasks or at risk of vehicle damage <p>Ic. Identify the location of power lines and fixed objects:</p> <ul style="list-style-type: none"> Establish voltages/clearances through coordination by the Project Superintendent, and the Client Facility/Utility Owner Perform daily review of electrical line clearances prior to tasks involving working near overhead lines Position signs ahead of time, alerting operators Utilize Vehicle Spotter(s)
<p>Pinch Points/Line of Fire</p> 	<p>Ia. Pinch points/struck-bys/caught-betweens while making manual changes (connecting/disconnecting/adjusting)</p> <p>Ib. Swing radius/drop zone:</p> <ul style="list-style-type: none"> Contact with personnel Property damage Near-Miss 	<p>Ia. Use only the correct screw/locking pins and rigging attachments and use only as they were designed. If a tool is used to aide in setting/removing the locking pin(s) [hammer, mallet, hand tool for prying], utilize Prompts-To-Stop and Re-CHAT potential outcomes</p> <p>Ia. Be aware of:</p> <ul style="list-style-type: none"> Where you're reaching – Make sure the operator has completely stopped Where you're attempting to re-stand – What could make contact with you on your way up? Hand placement – Plan alignment of connectors and keep hands and fingers where they won't end up in the line-of-fire. Have a good handle/grip on what you're manipulating or use taglines The potential for body strain based on positioning or moving too quickly (bend at your knees, don't twist, etc.) NEVER place any part of your body between a fixed and a moving object <p>Ib. Assure self, and additional personnel are out of the range of the swing radius and potential drop zone as the operator is setting/picking materials or attachments, or needing assistance to manage items to be picked/set (rigging)</p> <p>Ib. Consider the motion an object is going to take once it is either picked or set, (and also then, unsecured) – If actively assisting, reposition where necessary to avoid potential contact. Use taglines. When detaching an item that has been rigged, anticipate how the load may shift, & determine how to manage the heft appropriately before releasing the rigging.</p> <p>Ib. When multiple sources (equipment/personnel) are coordinating to manipulate a load, constant communication (visual and verbal) must be maintained effectively.</p>





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<p>Utilizing PPE</p> 	<p>Ia. Personnel not wearing PPE as prescribed per area</p> <p>Ib. Personnel not removing PPE properly/improper disposal of PPE</p>	<p>Ia. Ensure:</p> <ul style="list-style-type: none"> Only personnel essential to the task be within the immediate area. Have barricades and signage clearly defining the PPE requirements Proper selection/training per intended use Refer to Pre-Job Safety Meeting documents for selection Additional Guidance In The Selection Or Expectation Of Task Specific PPE Can Come From Client Driven Requirements, Determinations Made Through Pre-Task Analysis, Or Be Determined Through Fisher Contracting Companies' PPE Hazard Assessment Form – Article XLII in Fisher Companies' Safety Handbook, & Should Include Reflection On Safe Work Permit ***Any proposed modifications to PPE Requirements need to be evaluated based on site conditions, tasks to be performed, and determinations clearly communicated to all who are expected to be impacted. If modifications are temporary, ensure clarity of when changes are to take place*** <p>Ib. Ensure:</p> <ul style="list-style-type: none"> Proper selection/training per intended use/including proper removal – key focus: gloves Disposal of PPE must occur by placement within properly designated areas
<p>Demolition (Drilling/Cutting)</p> 	<p>Ia. Line-of-fire:</p> <ul style="list-style-type: none"> Contact with blades/wheels/bits/tips/flames from cutting/grinding/chipping devices Placing body part between moving and fixed objects when leveraging/rigged/operating <p>Ib. Malfunctioning: Cutting/drilling devices (blades/wheels/guards/chains/bits)</p> <p>Ic. Incorrect identification of area to be demoed/replaced</p> <p>Id. Overexertion with repetitive use of cutting devices</p>	<p>Ia. Controls:</p> <ul style="list-style-type: none"> Barricade: Keep all non-essential personnel out of the immediate work zone, and intended path of travel Focus exclusively on task at hand, ensure all considerations for safe follow-through have been met <p>Ia. Pre-plan:</p> <ul style="list-style-type: none"> Section to be drilled/cut/demoed Proper footing, body positioning, and safe distances to be kept (Where will cutting device follow-through? How may the demoed section shift?) Hand placement/proper use of intended grips/handles Required PPE: follow as determined by method of cutting, location where work is occurring (FP required?), Pre-Job Safety Procedures, see also Appendix A of this document <p>Ia. CHAT:</p> <ul style="list-style-type: none"> Identify proper PPE per individual task; Thermal (FR), cut/impact resistant, Fall Protection, etc <p>Ia. Communicate: When tasks require multiple crew member's efforts in close proximity, clearly establish and maintain each other's expectations</p> <p>Ib. Inspect equipment before and after each use for accuracy</p> <ul style="list-style-type: none"> Tag out and remove any defective equipment from service If any maintenance is to be performed, (changing/tightening of blade/wheel/bit, et cetera) the Manufacturer's Recommendations are to be followed <p>Ic. All demo activities will be coordinated with the facility and the appropriate personnel for the assurance of accurate identifications, proper isolations/lock-out/tag-out, purging/preparations, and all necessary documentation, permitting, as applicable.</p> <p>Id. Use administrative controls to avoid overexertion from repetitive or timely cutting/demo methods. Assure proper leverage without extending limitations. Admit when support is needed.</p>



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<p>Working From Heights</p>	<p>Ia. Slips/trips/falls while accessing different elevations of the work area</p> <p>Ib. Carrying tools/materials needed in the work area</p> <p>***Also See: Unloading, Picking & Setting Tools & Materials</p>	<p>Ia. Ensure ladders/scaffolds are correctly selected/rated/constructed for their intended use. Scaffolds must be erected and tagged by a qualified person. A qualified person must also inspect the scaffolding prior to use each shift. Ladders must be visually inspected prior to use each shift and secured before accessed.</p> <p>Ia. Only step on areas designed to be stepping/working surfaces:</p> <ul style="list-style-type: none"> • Face access ladders/steps • Use handrails/guides where provided • Assure footing before placing weight • Three points of contact when ascending/descending <p>Ib. Ensure items are not carried up/down a ladder. When applicable, rely on mechanical methods to get tools/materials to the work area. For smaller items that need to be raised/lowered to/from the work area, this may be achieved with use of an approved tool carrier and rope, and only when personnel are not directly beneath it.</p>
<p>Cutting, Drilling, & Sealing</p>	<p>Ia. Line-of-fires: Placing body parts/materials in range of rotating parts</p> <p>Ib. Incorrect identification of where to perform coring</p> <p>Ic. Equipment malfunction/replacing bits/accessories</p> <p>Id. Dust generation</p> <p>Ie. Introducing products on the site (sealing joints)</p> <ul style="list-style-type: none"> • Limitations • Handling 	<p>Ia. Position body to avoid contact with moving parts – remain vigilant. Wear the correct size of PPE and do not allow loose articles or materials to be within range of moving parts</p> <p>Ib. Confirm the location of the cuts to be made, by referring to the details of the drawings, pre-marking the locations for precise reference, and checking against the hole center indicator, and accurately anchoring the drill stand/leveling screws</p> <p>Ic. Reference equipment manual for possible causes/remedies when source of malfunction is unknown, and for scenarios where the manufacturer recommends it be serviced by them. For interchanging attachments due to standard wear, remove the source of power, wear the appropriate PPE for handling, use only attachments that are recommended for use with the coring/drilling model, and assure adequate securement of replacement parts.</p> <p>Id. Water may be used to mitigate friction and the generation of dust. 3M Particulate Dust Masks may be opted to be worn in addition.</p> <p>Ie. Verify SDS sheets are readily available, and periodically reviewed prior to handling of materials.</p>
<p>Unloading, Picking & Setting Tools & Materials</p>	<p>Ia. Improper mounting/dismounting of equipment to remove transport securement or rig the material for re-location (slips/trips/falls)</p> <p>Ib. Equipment failure/fall/drop: Incorrectly selected (rating) or not/properly inspected/connected rigging equipment or attachments resulting in:</p> <ul style="list-style-type: none"> • Contact with personnel • Property damage • Near miss <p>Ic. Exposure during rigging/transport/setting</p> <ul style="list-style-type: none"> • Struck-by • Caught-between • Workers beneath load 	<p>Ia. Only step on areas designed to be stepping/walking surfaces:</p> <ul style="list-style-type: none"> • Face equipment access ladders/steps • Use handrails/guides where provided • Assure footing before placing weight • Three points of contact when mounting/dismounting <p>Ib. Observe load limits/restrictions; Include substantial safety factors in rigging/equipment selections</p> <p>Ib. Rigging and equipment attachments need to be thoroughly inspected – If deficiencies are found that effect safe operations, they must be tagged out of service.</p> <p>Ib. Ensure accurate connections are in place before equipment is bearing load. (Load to be distributed correctly within hooks/between legs, screw pins tightly secured on shackles, clasps on hoist hooks able to close)</p> <p>Ic. Controls:</p> <ul style="list-style-type: none"> • Barricade: Keep all non-essential personnel out of the immediate work zone, including the swing radius, and intended path of travel • Communicate: Strictly identify essential personnel's roles, ensure visual/verbal contact can be accurately maintained • As personnel essential to the task: Remain alert at all times, ensure understanding of your involvement in the immediate tasks, don't place any part of your body between a moving and a fixed object.

Issue Date: 9/25/2024

Revision Date:

Issued By: Kelsie Ewald COSS



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Miscellaneous – Time Spent On The Site



Ia. Fatigue/exhaustion/over-exertion

Ib. Cold stresses (less likely to be experienced on this project, however, being considered)

Ic. Heat Stresses

Id. Sprains/strains (awkward posture/movements, etc.)

Ie. Hand injuries

If. Inclement weather

Ig. Biologic exposures/wildlife

Ih. Distracted workers/entrant attendants/fire watches

Ia. Acknowledge prompts To Stop and Re-CHAT: Know your limits

- Keep an eye on fellow workers, take/encourage appropriate breaks
- Sit down when putting on or removing layers of PPE
- Do not operate equipment & tools in conditions where you are not fully alert or feeling well – communicate with co-workers

Ib. Controls:

- Wear thin/light/unrestrictive clothing as 'under layers'
- Wear thicker 'outer layers' with wind/waterproof properties
- Attempt to limit having any exposed skin
- Take breaks/stay hydrated
- Keep an eye on fellow co-workers

Ic. Controls:

- Wear thin/light/unrestrictive clothing
- Wear clothing with wicking properties
- Attempt to limit having any exposed skin or wear & reapply sunscreen as necessary
- Take frequent breaks (sit, find shade, stay well hydrated)
- Keep an eye on fellow co-workers for early signs of heat stresses

Id. Consider:

- The correct body positioning for the tasks you intend to perform
- Getting help when working with larger tools, or tasks – whether from a co-worker or with the aid of a mechanical device

Ie. Careful hand placement:

- Never place hands between fixed & moving objects
- Pay attention and pre-plan tasks based on work surroundings
- Wear proper gloves for the task
- Use the correct tool for the job, as it was intended for

If. Plan work so that weather is factored in. Understand what conditions merit:

- Prompts-To-Stop
- Seeking Shelter – where and for what time frames
- Permit Cancellation/Renewal

Ig. Approved exterminators could be brought in to relocate nests and rodents if deemed necessary in order to continue to perform work safely.

Ig. Coverage:

- Wear garments that will limit exposure from biting/stinging snakes/insects, or plants that may cause skin reactions from making direct contact. Consider precautionary barriers (skin/clothing applications – wipes, lotions, sprays) for anticipated potential contact (plants/insects only)

Ig. Walking/Driving:

- Consider your surroundings/speeds of approach and avoid areas where biologic hazards or wildlife are known to exist, or tread cautiously if it is an area that must be traveled, and the potential is present. Do not take actions to intentionally aggravate wildlife. Seek shelter if you believe a threat is posed and re-evaluate the situation.

Ih. Everyone's success is based on pre-planning, focus, and accurate execution. Know what the expectations are for your role and do what is necessary to follow through on that without putting yourself or others at risk.

Stop Work Authority – All on-site personnel are empowered, expected, and have the responsibility to stop their own work and the work of co-workers, or other contractors, if any person's safety or the environment is at risk. NO negative repercussions will result from this action.

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<p>POSSIBLE RELATED DOCUMENTS</p>	<p>Fisher Contracting CHAT (Continuous Hazard Analysis Tool) Fisher Contracting SPA Form (Safe Plan of Action) Fisher Contracting Mobile Equipment Inspection Sheets (Article XLIV) Fisher Contracting Fueling of Equipment SOP Fisher Contracting Spotter Checklist Fisher Contracting Daily Sign In/Out (Accountability Sheet) Fisher Contracting Working in Inclement Weather Conditions SOP Material Loading and Unloading Check list Rigging Check List Generator Set-up Checklist Generator Daily Inspection Checklist Vehicle Inspection Form Fisher Contracting Lightning When to Act SOP</p>		
<p>PROBABLE TOOLS, EQUIPMENT & MATERIALS</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <p>Forklift Hand Tools Generators Ladders</p> </td> <td style="width: 50%; border: none; vertical-align: top;"> <p>Battery Operated Tools Air Compressor/Hoses Fall Protection / Harnesses Rope Grabs</p> </td> </tr> </table>	<p>Forklift Hand Tools Generators Ladders</p>	<p>Battery Operated Tools Air Compressor/Hoses Fall Protection / Harnesses Rope Grabs</p>
<p>Forklift Hand Tools Generators Ladders</p>	<p>Battery Operated Tools Air Compressor/Hoses Fall Protection / Harnesses Rope Grabs</p>		

SUBCONTRACTOR(S) CONTACT LIST

Name	Company	Phone	Alternate Contact Information (#/Email)

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WORK INSTRUCTIONS

These instructions are intended to provide sufficient guidance to perform the task in a safe, accurate, and reliable manner. Should these instructions present information that is inaccurate or unsafe, operations personnel must bring the issue to the attention of the Supervisor and the appropriate revisions made.

DRAWINGS AND DOCUMENTS

Included documents to be referenced to assist in completing the associated task:

- PPE Guideline (Appendix A)**
- Medical Center Map (Appendix B)**
- Site Map (Appendix C)**

*Also refer to related documents as listed on Page # 11 of this document – found in Fisher Companies Safety Handbook

APPROVALS/CONCURRENCE

By signing this document, all parties acknowledge the review and applicability of this SAP for its intended purpose.

Name: Printed	Company	Title/Role	Signature	Date



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***Additional Guidance In The Selection Or Expectation Of Task Specific PPE Can Come From Client Driven Requirements, Determinations Made Through Pre-Task Analysis, Or Be Determined Through Fisher Contracting Companies' PPE Hazard Assessment Form – Article XLII in Fisher Companies' Safety Handbook, & Should Include Reflection On Safe Work Permit**

(Appendix A) PPE Guideline

MINIMUM REQUIRED	WORN AS NECESSARY	CARRIED ON PERSON	PPE LIST	COMMENTS
X			HARD HATS	WHEN WORKING ON SITE EXCEPT UNDER THE PROTECTION OF R.O.P.S BRIM MUST BE IN THE FORWARD POSITION
X			SAFETY SHOES	STEEL OR COMPOSITE TOE BOOTS
X			HAND PROTECTION	WEAR TASK SPECIFIC GLOVES
X			SAFETY GLASSES W/SIDE SHIELDS	WHEN WORKING ONSITE – MINIMUM REQUIREMENT – OBSERVE WHERE ADDITIONAL IS REQUIRED
X			HIGH VIS APPARREL	ALL SITE WORK
	X		DUST/MONO GOGGLES	WEAR WHEN POTENTIAL FOR SEDIMENT OR SPLASHES TO ENTER THE EYE MAY BE PRESENT
	X		FACE SHIELD W/CHIN GUARD	WITH USE OF ANY CUTTING/GRINDING OPERATIONS WITH MINIMUM OF SAFETY GLASSES BENEATH
	X		HEARING PROTECTION	VARIOUS TASKS EXCEEDING 85dB
	X		LONG SLEEVES	AS INDICATED PER AREA/WORK CONDITIONS
	X		METATARSAL PROTECTION	FOR DEMOLITION, JACK HAMMERS, TAMPERS, AND SIMILAR EQUIPMENT THAT CREATES A SEVERE IMPACT TYPE HAZARD
	X		PERSONAL FALL ARRESTING SYSTEM	FOR ELEVATED WORK WHERE PROTECTION CANNOT BE ACHIEVED BY AN ALTERNATE MEANS
	X		FR CLOTHING	WORN BY WORKERS CREATING HOT WORK CONDITIONS: CUTTING/GRINDING/WELDING
	X		SARANEX	
	X		TYVEK	
	X		OVERBOOTS	WHEN ENTERING WHERE CONDITIONS ARE WET OR WHERE MATERIALS ARE DEMOED
	X		PARTICULATE RESPIRATOR	FOR USE WITH DEMOING ACTIVITIES, & PROPER TRAINING/EVALUATION HAS TAKEN PLACE
	X		CLASS III CUT RESISTANT GLOVES	FOR CUTTING MATERIALS WITH APPROVAL
	X		KEVLAR SLEEVES	WHILE HANDLING REBAR OR SIMILARLY SHARP MATERIALS OR OPEN BLADED CUTTING DEVICES
	X		HARNESSES/LIFELINES	
	X		CHAPS	WHEN USING CHAINSAW OR CUTTING W/KNIVES
	X		PFD	WHEN WORKING ON THE BOAT/BARGE OR EXITING EQUIPMENT WHEN WORKING ON WATER & NO ADDITIONAL BARRIER METHODS ARE PRESENT

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(Appendix B)

36 min (24.0 miles)

via S Lake Leelanau Dr
Fastest route, the usual traffic



109 W River St
Leland, MI 49654

- ↑ Head southeast on W River St toward N Main St
10 sec (131 ft)
- > Take M-204 E to S Lake Leelanau Dr in Lake Leelanau
8 min (5.5 mi)
- ↘ Sharp right onto S Lake Leelanau Dr
15 min (12.0 mi)
- > Take E Cherry Bend Rd to Bay St in Traverse City
8 min (5.3 mi)
- > Continue on Bay St to your destination
4 min (1.1 mi)

Munson Medical Ctr
1105 Sixth St, Traverse City, MI 49684





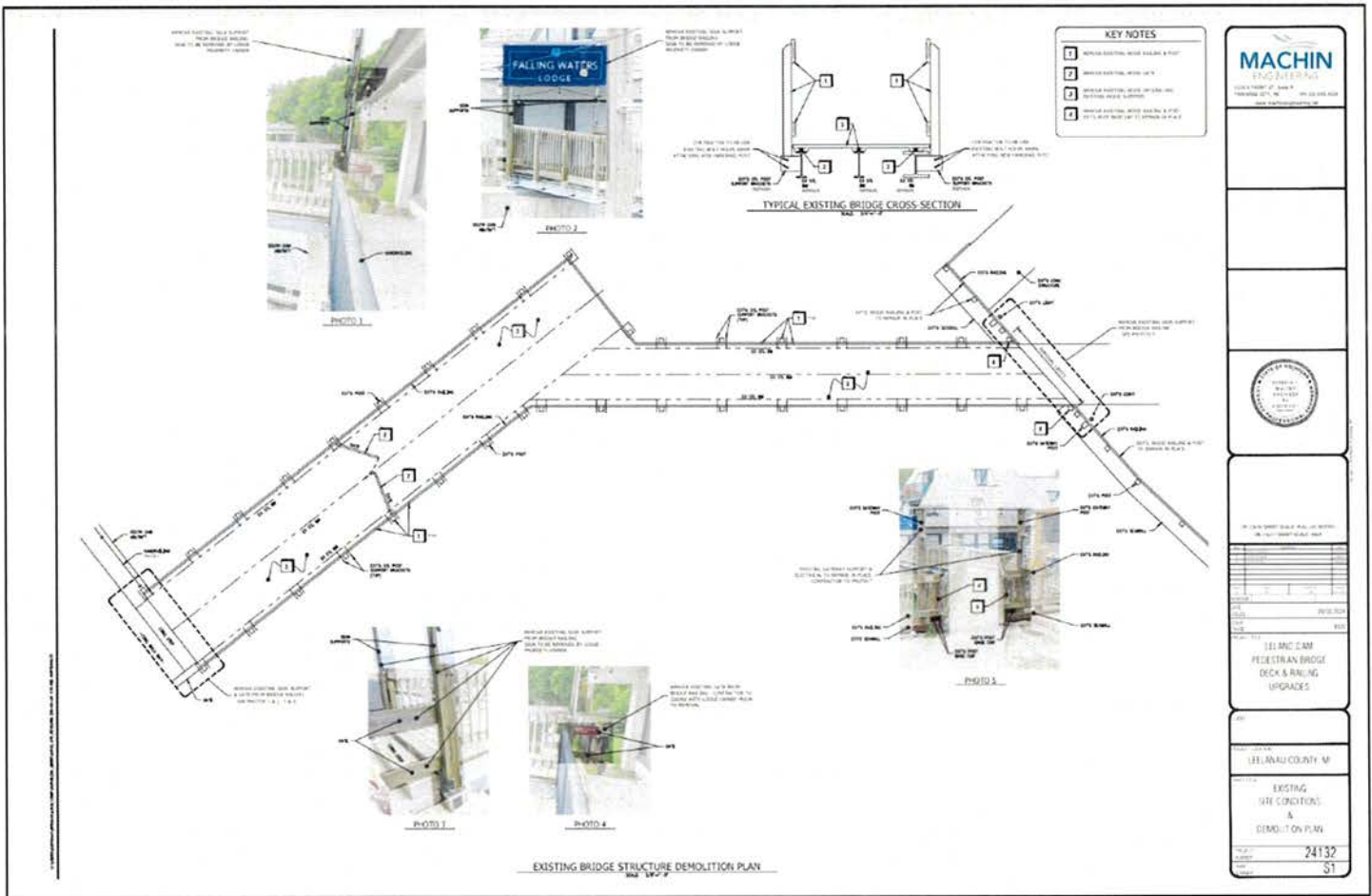
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(Appendix C)



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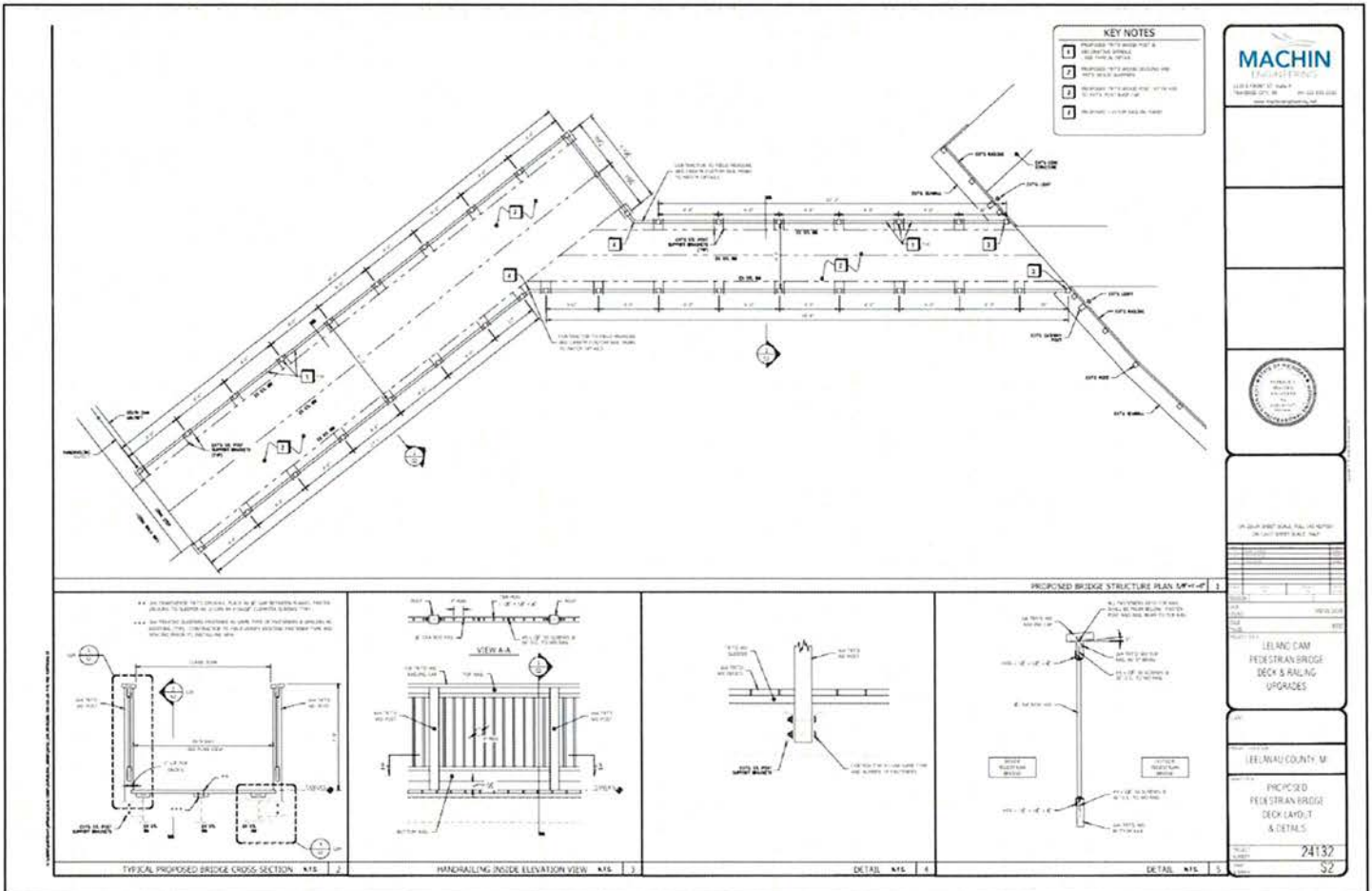
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Safety Activity Plan

(Appendix C)



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COUNTY OF LEELANAU

PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2024-007, dated ~~Thru Spec 5 08/21/2024~~, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

Item #	SCHEDULE OF ITEMS	PRICE
1	Demolition and Disposal	17,653.00
2	Decking, lpe	24,616.00
3	Railing & Guard	56,191.00
4	Rail Posts, lpe	10,086.00
	Alternative #1: Replace lpe wood with Thermally Modified Ash. Apply add/deduct to cost here	(+) 3,004.00
	Alternative #2: Replace lpe wood with Treated SYP. Apply add/deduct to cost here	(-) 9,881.00
	Summation of Items 1-4	108,546.00
	Summation of Items 1-4 with Thermally Modified Ash Alternative	111,550.00
	Summation of Items 1-4 with Treated SYP Alternative	98,665.00

Submitted by
 (Company Name): EASLING CONSTRUCTION CO.

Address: PO BOX 744, LELAND, MI 49654

Contact Name
 (Print): JASON KLINGELSMITH Signature: 

Telephone: 231-463-3893 / 231-256-9891 Fax: 231-256-9324

Email: JASON@EASLINGCONSTRUCTION.COM

NOTE: By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1

Non-Collusion Affidavit

Bid #LCAO-RFP-2024-007
LELAND DAM PEDESTRIAN BRIDGE SURFACE
AND RAILING REPLACEMENT PROJECT

This Affidavit shall be submitted with and made part of this proposal to the County of Leelanau:

State of Michigan
County of Leelanau

JASON KLINGELSMITH

, being duly sworn, deposes and says that:

1. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the RFP, designed to limit independent proposals or competition; and
2. The contents of the proposal have not been communicated by the Proposer or its employers or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposals.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Proposer.



Authorized Signature

JASON KLINGELSMITH

Printed Name of Signatory

EASLING CONSTRUCTION CO.

Company Name

PO BOX 744

Address

LELAND, MI 49654

City/State/Zip

231-256-9891 / 231-463-3893

Phone Number

Subscribed and sworn to before me this

27TH day of SEPTEMBER, 2024



JULIE R. MEADE, Notary Public
LEELANAU COUNTY, MICHIGAN
My Commission expires: 06/04/2025

CS-2

ATTACHMENT "A" - Contractor's Qualification Statement

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Leelanau County Administration
Attention: Administrator

Submitted by: Firm Name: EASLING CONSTRUCTION CO.

Address: PO BOX 744
LELAND, MI 49654

Principal Office Location: 5711 N. MANITOU TRAIL, LELAND, MI

Submitted for: LELAND DAM PEDESTRIAN BRIDGE SURFACE AND RAILING REPLACEMENT PROJECT

Organization:

Provide the following information concerning your organization. Type of Entity:

Corporation _____
Partnership _____
Individual _____
Other _____

Names of Principal, Owners, or Partners

<u>Name</u>	<u>Position</u>	<u>Years of Service with Organization</u>
MARTIN M. EASLING	PRESIDENT / DIRECTOR	48
JASON KLINGELSMITH	CEO / DIRECTOR	18

Number of years this organization has been in business? 48

Have members of this organization operated under former names / businesses?

Yes _____ No X _____

If "yes", list name, type of entity, and names of principal, owners, or partners:

Provide four project examples of similar scope of work within the last five years. Provide back-up documentation.

- | | |
|---------------------------------------------------------|-------------------|
| 1. <u>OVPA - Omena Post Office Work</u> | Year: <u>2020</u> |
| 2. <u>Suttons Bay Library - Entry Canopy</u> | Year: <u>2022</u> |
| 3. <u>Centerville Twp - Int. Reno & Stair Ramp</u> | Year: <u>2023</u> |
| 4. <u>Omena Historical Society - Museum East Facade</u> | Year: <u>2023</u> |
| 5. _____ | Year: _____ |

Insurance and Bonds

List names of current insurance carrier and number of your projects insured by carrier:

HASTINGS MUTUAL INSURANCE CO.

List names of bonding company / agent utilized for projects constructed during the last five years:

Claims and Suites

Has your organization ever failed to complete any construction work it has been Awarded?

Yes _____ No X

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, describe in full.)

Yes _____ No X

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors, or affiliates constructed?

Yes X No _____

Are all city, county, state and federal taxes of any type, including real estate, FICA, and Workmen's Compensation paid to date?

Yes X No _____

Is there any potential arbitration, claim, demand, litigation, investigation, governmental proceeding, or regulatory proceeding involving your firm, its principals, predecessors, or affiliates? If the answer to either of the preceding questions is "Yes", describe in full in an attachment.

Yes _____ No X

In addition to the litigation, arbitration, investigation, or governmental / regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation, or governmental / regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, describe in full.

Yes _____ No X

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors, or affiliates? If so, identify the proceedings, the court or governmental body, and the date such jurisdiction was assumed in an attachment.

Yes _____ No X

Change Order History

Describe each instance within the last five years where change orders applied for during construction amounted in the aggregate to more than five percent of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent in an attachment.

References

1. Name of Business: _____
Contact Name: JAMES GROGAN
Address: PO BOX 301, LELAND, MI 49654
Amount of Contract: _____ Telephone Number: _____
Email: jimg21@gmail.com Fax Number: _____
Type of Work: Many projects over several decades

2. Name of Business: Centerville Township
Contact Name: Elizabeth Chiles
Address: _____
Amount of Contract: _____ Telephone Number: _____
Email: clerk.centerville@gmail.com Fax Number: _____
Type of Work: Interior Renovation and Stair Ramp

3. Name of Business: Omena Historical Society
Contact Name: Tom Buehler
Address: _____
Amount of Contract: _____ Telephone Number: _____
Email: thosbuehlermi@gmail.com Fax Number: _____

Type of Work: Museum East Facade

4. Name of Business: _____

Contact Name: _____


Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

Company Name of Proposer: EASLING CONSTRUCTION CO.

By:  JASON KLINGELSMITH Title: CEO / DIRECTOR

Any alterations to this document made by the offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the County of Leelanau.

Invoice Trx Analysis

Invoice Date: 1/1/2022 To 12/31/2023

Invoice No	Customer No	Customer Name	Invoice Date	Total Invoice	Paid To Date	Last Date Paid	Job No	Trx Date
6904	SBL10	Suttons Bay Library	08/31/2022	14,238.00	14,238.00	09/21/2022	22-019	08/31/2022
6940	SBL10	Suttons Bay Library	09/30/2022	35,757.00	35,757.00	11/03/2022	22-019	09/30/2022
*** Grand Total ***				49,995.00	49,995.00			



Easling Database

Last Name:

Suttons Bay Library

Formal Name:

Address Home:

416 Front Street

Address 2 Home:

PO Box 340

City State Zip Home:

Suttons Bay, MI 49682

Address Local:

Address 2 Local:

City State Zip Local:

Jobs:

22-019 - Entry Canopy

First Names:

Attn: Sandy Boone

Phone Local:

Phone Home:

Phone Office:

Email:

Mobile Phone:

Fax:

Security Code:

Notes:

SBL10

Invoice Trx Analysis

Invoice Date: 1/1/2020 To 12/31/2021

Invoice No	Customer No	Customer Name	Invoice Date	Total Invoice	Paid To Date	Last Date Paid	Job No	Trx Date
6204	OME10	Omena Village Preserv. Assoc.	06/30/2020	10,000.00	10,000.00	07/31/2020	20-027	06/30/2020
6298	OME10	Omena Village Preserv. Assoc.	10/31/2020	20,000.00	20,000.00	11/16/2020	20-027	10/31/2020
6330	OME10	Omena Village Preserv. Assoc.	11/30/2020	4,985.00	4,985.00	12/04/2020	20-027	11/30/2020
*** Grand Total ***				34,985.00	34,985.00			



Easling Database

Last Name:

Formal Name:

Address Home:

Address 2 Home:

City State Zip Home:

Address Local:

Address 2 Local:

City State Zip Local:

Jobs:

Omena Village Preservation Association

OVPA

5059 N. West Bayshore Drive

Omena, MI 49674

20-027 - Omena Post Office

First Names:

Phone Local:

Phone Home:

Phone Office:

Email:

Mobile Phone:

Fax:

Security Code:

Notes:

Roberta Cohen is our Contact

robertastl@aol.com

OME10

Invoice Trx Analysis

Invoice Date: 1/1/2023 To 12/31/2024

Invoice No	Customer No	Customer Name	Invoice Date	Total Invoice	Paid To Date	Last Date Paid	Job No	Trx Date
7102	OHS10	Omena Historical Society	04/30/2023	25,474.71	25,474.71	05/12/2023	23-003	04/30/2023
7147	OHS10	Omena Historical Society	06/30/2023	1,336.58	1,336.58	07/31/2023	23-003	06/30/2023
*** Grand Total ***				26,811.29	26,811.29			



Easling Database

Last Name:

Omena Historical Society

Formal Name:

Address Home:

PO Box 75

Address 2 Home:

City State Zip Home:

Omena, MI 49674

Address Local:

Address 2 Local:

City State Zip Local:

Jobs:

23-003 - Museum East Façade

First Names:

Contact: Tom Buehler

Phone Local:

Phone Home:

Phone Office:

Email:

thosbuehlermi@gmail.com

Mobile Phone:

Fax:

Security Code:

Notes:

OHS10

Invoice Trx Analysis

Invoice Date: 1/1/2023 To 12/31/2024

Invoice No	Customer No	Customer Name	Invoice Date	Total Invoice	Paid To Date	Last Date Paid	Job No	Trx Date
7269	CEN25	CENTERVILLE TOWNSHIP	12/31/2023	34,338.30	34,338.30	01/17/2024	23-012	12/31/2023
7287	CEN25	CENTERVILLE TOWNSHIP	01/31/2024	18,815.88	18,815.88	03/18/2024	23-012	01/31/2024
7305	CEN25	CENTERVILLE TOWNSHIP	02/29/2024	7,681.74	7,681.74	03/18/2024	23-012	02/29/2024
7316	CEN25	CENTERVILLE TOWNSHIP	03/31/2024	3,178.94	3,178.94	05/14/2024	23-012	03/31/2024
*** Grand Total ***				64,014.86	64,014.86			



Easling Database

Last Name:

Centerville Township

Formal Name:

Attn: Jim Schwantes, Supervisor

Address Home:

5001 S. French Road

Address 2 Home:

City State Zip Home:

Cedar, MI 49621

Address Local:

Address 2 Local:

City State Zip Local:

Jobs:

18-002 - Remodel Township Hall
23-012 - Twp Hall Int Reno/Stair Ramp

First Names:

Phone Local:

Phone Home:

Phone Office:

Email:

Mobile Phone:

Fax:

Security Code:

Notes:

CEN25

Invoices to:

Elizabeth Chiles
clerk.centerville@gmail.com

ATTACHMENT "B" – Sample Contract Agreement

This is a Sample Agreement. The attachments referenced in this Agreement are not included in this packet.

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2024, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and _____, whose business address is _____ (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, the County requested proposals for Leland Dam Pedestrian Bridge Surface and Railing Replacement Project located at 109 River St, Leland, MI 49654 (hereinafter referred to as the "Project"); and

WHEREAS, the Contractor has submitted a proposal to the County to provide services relating to the project; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

I. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall provide services consistent with the Contractor's Proposal. A copy of said Proposal is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

The primary interface between the Contractor and the County shall be through the Leelanau County Administrator's Office. The Leelanau County Administrator's Office shall be responsible for the coordination of the Contractor's work.

II. COMPENSATION. The County shall pay the Contractor as set forth in the fee schedule provided in the Proposal attached as Attachment A. The compensation authorized in this section may be billed by the Contractor after the completion of each of the tasks identified in the Proposal. The Contractor's bills shall set forth a brief description of the services performed and products produced by it, the total sum due and such additional information as the County may require. It is understood and agreed that the Contractor shall not bill and the County shall not pay for the Project until after the Project has been completed, including all items on the Project's final punch list.

The County shall process and pay the Contractor's bills, pursuant to the County's procedure for payment of Accounts Payable. It is expressly understood and agreed that the total sum which the County shall pay for the project under this Agreement shall not exceed the sum of _____.

III. COUNTY'S RESPONSIBILITIES. The County shall provide the following to assist the Contractor with the Project and its completion:

A.

B.

IV. RECORD DOCUMENTS. Upon completion of the work, the Contractor shall compile for and deliver to the County a reproducible set of Record Drawings based upon the marked-up record drawings, addenda, change orders and other data.

V. ADDITIONAL SERVICES. Additional services, not specifically identified in Section I. Scope of Services and the attached Exhibit A shall be paid for by the County in addition to the fees set forth in Section II of this Agreement provided the County and Contractor set forth their agreement with respect to such additional services, the costs therefore and the method for payment of such costs in a written amendment to this Agreement signed by the authorized representatives of both parties.

VI. ABANDONMENT OF WORK. If any work is abandoned or suspended, the Contractor shall be paid for services performed prior to receipt of written notice from the County of abandonment or suspension.

VII. STANDARD OF CARE. In providing services under this Agreement, the Contractor shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Failure to meet such standards shall be a material breach of this Agreement.

VIII. APPLICABLE LAW AND VENUE. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

IX. NONDISCRIMINATION. The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identification, gender expression, height, disability or genetic information which is unrelated to the individual's ability to perform the duties of a particular job or position, weight, marital status or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement.

X. INDEPENDENT CONTRACTOR.

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.
- B. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

XI. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its officers, employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

XII. LIABILITY INSURANCE. The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and is made a part thereof.

XIII. WAIVERS. No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the

County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

XIV. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XV. ASSIGNMENT OR SUBCONTRACTING. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

XVI. PURPOSE OF SECTION TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVII. COMPLETE AGREEMENT. This Agreement, Attachment A and Attachment B contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XVIII. AGREEMENT PERIOD. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the "Effective Date"). All work on the Project including all items on the final punch list and Work Site clean-up shall be completed by no later than the ____ day of _____, 202__ (hereinafter referred to as the "Completion Date").

It is also understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) days prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e. for reasons other than Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement.

XIX. IRAN LINKED BUSINESS. The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Type text here

XX. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR THE ASPHALT REPAIR SEALCOATING, AND STRIPING OF THE LEELANAU COUNTY GOVERNMENT CENTER CAMPUS.

COUNTY OF LEELANAU

By: _____
Ty Wessell, Chairman
County Board of Commissioners

Date: _____

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Type text here

Type text here **ATTACHMENT "C" – Work Item Descriptions**

Intent:

It is the intent of Leelanau County to contract with one vendor for the removal and replacement of the existing wood decking and railing system of the Leland Dam pedestrian bridge, located at 109 W River St, Leland, MI 49654, as assigned by the County Administrator.

The following work items shall be in accordance with the plans, specifications and in accordance with the following:

1. **DEMOLITION AND DISPOSAL**

This item shall include the complete removal and disposal of the existing decking, railing, and rail posts and shall include the furnishing of all transportation, equipment/tools, labor, and all other work necessary to provide for the Demolition and Disposal as outlined in the project documents. Provide all necessary site security, fencing as necessary, to protect the work site from the public and workers. All permitting and notifications to local businesses is included in this work item. Measured and paid for on a lump sum basis (LS).

2. **DECKING, IPE**

This item shall include the furnishing of all materials, labor, equipment/tools, material submittals for review and approval by Engineer, installation, and all materials and fasteners necessary for the complete installation of the decking system. Wood species to be Ipe. Measured and paid for by the lump sum (LS).

3. **RAILING & GUARD, IPE**

This item shall include the furnishing of fabrication, all equipment/tools, labor, material submittal for review and approval by Engineer, work by certified welders, galvanizing, erection, wood rails to match decking, and all other components necessary to furnish a complete and installed railing system. Wood species to be Ipe. Measured and paid for by the lump sum (LS).

4. **RAIL POSTS, IPE**

This item shall include the furnishing of fabrication, all equipment/tools, labor, material submittal for review and approval by Engineer, wood rail posts to match decking, and all other components necessary to furnish a complete and installed railing system. Wood species to be Ipe. Measured and paid for by the lump sum (LS).

Alternative Bid Items:

5. **ALTERNATIVE MATERIAL 1:**

Replace base material Ipe for Thermally Modified Ash in this alternative. Work item description remains same as base material.

6. **ALTERNATIVE MATERIAL 2:**

Replace base material Ipe for Treated Southern Yellow Pine (SYP #2) in this alternative. Work item description remains same as base material.

Type text

**ATTACHMENT "D" – CERTIFICATE OF COMPLIANCE
WITH PUBLIC ACT 517 OF 2012**
(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

Attachment "E" – Leelanau County Board Policy on Insurance Requirements

GENERAL SUBJECT: Administration/General (County Administrator)	Policy No.	13
SPECIFIC SUBJECT: Insurance Requirements Policy	Adopted:	04/17/1990
	Revised:	02/15/1994
	Revised:	05/21/2013
	Revised:	12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Contractor, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

COUNTY OF LEELANAU

PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2024-007, dated _____, 2024, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

Item #	SCHEDULE OF ITEMS	PRICE
1	Demolition and Disposal	
2	Decking, Ipe	\$20,000
3	Railing & Guard	\$60,000
4	Rail Posts, Ipe	\$19,200
		\$13,250
	Alternative #1: Replace Ipe wood with Thermally Modified Ash. Apply add/deduct to cost here	add \$18,550
	Alternative #2: Replace Ipe wood with Treated SYP. Apply add/deduct to cost here	deduct \$43,450
	Summation of Items 1-4	\$112,450
	Summation of Items 1-4 with Thermally Modified Ash Alternative	\$131,000
	Summation of Items 1-4 with Treated SYP Alternative	\$69,000

Submitted by

(Company Name): Aurey Corporation / Michael Aurey

Address: 8509 S.W. Bay Shore
Trouse City MI 49684

Contact Name

(Print): Michael V Aurey Signature: [Signature]

Telephone: _____ Fax: _____

Email: AUREY Corp @ gmail.com

NOTE: By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1

		\$20,000
		\$60,000
		\$19,200
		\$13,250
		add \$18,550
		deduct \$43,450
		\$112,450
		\$131,000
		\$69,000

Awrey Corporation

8509 S. W. Bayshore Trvrse City Mi. 49684

Michael V. Awrey

231-883-3035

awreycorp@gmail.com

Non-Collusion Affidavit

Bid #LCAO-RFP-2024-007
LELAND DAM PEDESTRIAN BRIDGE SURFACE
AND RAILING REPLACEMENT PROJECT

This Affidavit shall be submitted with and made part of this proposal to the County of Leelanau:

State of Michigan
County of Leelanau

Michael Awrey, being duly sworn, deposes and says that:

1. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the RFP, designed to limit independent proposals or competition; and
2. The contents of the proposal have not been communicated by the Proposer or its employers or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposals.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Proposer.

[Signature]
Authorized Signature

Michael V. Awrey
Printed Name of Signatory

AUREY Corporation
Company Name

8800 S.W. Bay Shore
Address

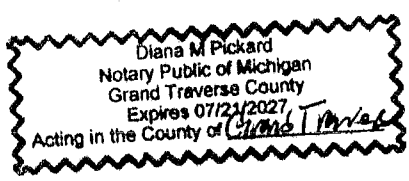
Traverse City MI 49684
City/State/Zip

231-963-3035
Phone Number

Subscribed and sworn to before me this
27th day of September, 2024

Diana M. Pickard
Notary Public

My Commission expires: 07/21/2027



**ATTACHMENT "D" – CERTIFICATE OF COMPLIANCE
WITH PUBLIC ACT 517 OF 2012**

(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Awrey Corportion

(Name of Company)

By: Michael V. Awrey

Date: 9/23/24

Title: President

COUNTY OF LEELANAU

PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2024-007, dated September 27th, 2024, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

Item #	SCHEDULE OF ITEMS	PRICE
1	Demolition and Disposal	\$ 33,300.00
2	Decking, Ipe	\$ 45,242.00
3	Railing & Guard	\$ 17,750.00
4	Rail Posts, Ipe	\$ 19,761.00
	Alternative #1: Replace Ipe wood with Thermally Modified Ash. Apply add/deduct to cost here	cant source material
	Alternative #2: Replace Ipe wood with Treated SYP. Apply add/deduct to cost here	\$ 28,130.00
	Summation of Items 1-4	\$ 116,073.00
	Summation of Items 1-4 with Thermally Modified Ash Alternative	cant source material
	Summation of Items 1-4 with Treated SYP Alternative	\$ 87,943.00

Submitted by

(Company Name): Walton Contracting, Inc

Address: 526 W. 14th Street # 209
Traverse City, MI
49684

Contact Name

(Print): Dustin Schroeder

Signature: 

Telephone: 231-492-2181

Fax: N/A

Email: Dustin@WaltonContracting.net

NOTE: By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1

LCAO-RFP-2024-007

*Addendum #1 9-13-24 Acknowledged.

Non-Collusion Affidavit

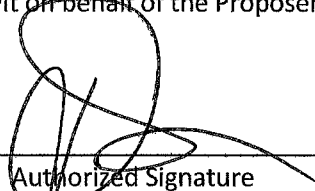
Bid #LCAO-RFP-2024-007 LELAND DAM PEDESTRIAN BRIDGE SURFACE AND RAILING REPLACEMENT PROJECT

This Affidavit shall be submitted with and made part of this proposal to the County of Leelanau:

State of Michigan
County of Leelanau

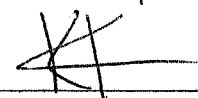
Dustin Schroeder, being duly sworn, deposes and says that:

1. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the RFP, designed to limit independent proposals or competition; and
2. The contents of the proposal have not been communicated by the Proposer or its employers or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposals.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Proposer.


Authorized Signature

Subscribed and sworn to before me this

27 day of September, 2024


_____, Notary Public

My Commission expires: 10-26-2030



Dustin Schroeder
Printed Name of Signatory

Walton Contracting
Company Name

526 W. 14th St., # 209
Address

Traverse City, MI 49684
City/State/Zip

231-883-8020
Phone Number

ATTACHMENT "A" - Contractor's Qualification Statement

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Leelanau County Administration
Attention: Administrator

Submitted by: Firm Name: Walton Contracting, Inc
Address: 526 W. 14th St. #209
Traverse City, MI
Principal Office Location: Traverse City

Submitted for: LELAND DAM PEDESTRIAN BRIDGE SURFACE AND RAILING REPLACEMENT PROJECT

Organization:

Provide the following information concerning your organization. Type of Entity:

Corporation X
Partnership _____
Individual _____
Other _____

Names of Principal, Owners, or Partners

Name	Position	Years of Service with Organization
<u>Dustin Schroeder</u>	<u>president</u>	<u>5yrs</u>
<u>Frank Siepka</u>	<u>V.P</u>	<u>4yrs</u>
<u>Tracy Siepka</u>	<u>Treasurer</u>	<u>4yrs</u>

Number of years this organization has been in business? 5yrs

Have members of this organization operated under former names / businesses?

Yes _____ No X

If "yes", list name, type of entity, and names of principal, owners, or partners:

Provide four project examples of similar scope of work within the last five years. Provide back-up documentation.

1. Elk Rapid Deck S. Bayshore Dr. Year: 2021
 2. RiveSide Inn - Deck Year: 2024
 3. East Jordan Board Walk Year: 2024
 4. Boat House (Lake Leelanau) Year: 2022
 5. _____ Year: _____
- Additional info upon Request.

Insurance and Bonds

List names of current insurance carrier and number of your projects insured by carrier:

Hasting Mutual Insurance.

List names of bonding company / agent utilized for projects constructed during the last five years:

J. Ryan Bonding - Liberty Mutual

Claims and Suites

Has your organization ever failed to complete any construction work it has been Awarded?

Yes _____ No X

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, describe in full.)

Yes _____ No X

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors, or affiliates constructed?

Yes _____ No X

Are all city, county, state and federal taxes of any type, including real estate, FICA, and Workmen's Compensation paid to date?

Yes X No _____

Is there any potential arbitration, claim, demand, litigation, investigation, governmental proceeding, or regulatory proceeding involving your firm, its principals, predecessors, or affiliates? If the answer to either of the preceding questions is "Yes", describe in full in an attachment.

Yes _____ No X

In addition to the litigation, arbitration, investigation, or governmental / regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation, or governmental / regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, describe in full.

Yes _____ No X

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors, or affiliates? If so, identify the proceedings, the court or governmental body, and the date such jurisdiction was assumed in an attachment.

Yes _____ No X

Change Order History

Describe each instance within the last five years where change orders applied for during construction amounted in the aggregate to more than five percent of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent in an attachment.

References

1. Name of Business: Hallmark Construction
Contact Name: Jim Lewis
Address: 1874 Cass Hartmen Court Traverse City, MI
Amount of Contract: \$460,000.00 Telephone Number: 946-1920
Email: jiml@hallmarktc.com Fax Number: N/A
Type of Work: Site work/Demo

2. Name of Business: Cunningham-Limp
Contact Name: Jerry Tomczak
Address: 818 Red Drive Suite 30, Traverse City, MI
Amount of Contract: 150,000.00 Telephone Number: 734-260-3709
Email: jtomczak@clcbuild Fax Number: N/A
Type of Work: Site work

3. Name of Business: Miller-Davis
Contact Name: Mike Farese
Address: 1029 Portage St, Kalamazoo, MI 49001
Amount of Contract: \$1,874,000.00 Telephone Number: 973-738-0823
Email: mfarese@miller-davis.com Fax Number: N/A

Type of Work: site work (baseball / Soccer fields)

4. Name of Business: TCAPS - Capital Improvements

Contact Name: Paul Thwing

Address: 1212 Cass Rd Traverse city, MI

Amount of Contract: \$379,140.00 Telephone Number: 933-1935

Email: thwingpa@tcaps.net Fax Number: N/A

Type of Work: Turf conversion football fields

Company Name of Proposer: Walton Contracting, Inc

By:  Maeda Schroeder Title: manager

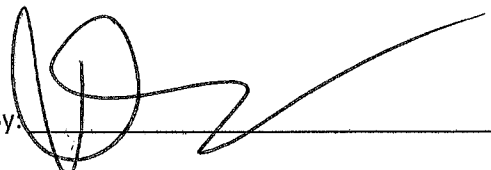
Any alterations to this document made by the offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the County of Leelanau.

**ATTACHMENT "D" – CERTIFICATE OF COMPLIANCE
WITH PUBLIC ACT 517 OF 2012**
(Please type or print clearly in ink only)

I certify that neither Walton Contracting, Inc (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Walton Contracting, Inc
(Name of Company)

By:  _____

Date: 09-27-2024 _____

Title: President _____

Bid Bond

 **AIA Document A310™ – 2010**

CONTRACTOR:
(Name, legal status and address)
WALTON CONTRACTING, INC.
526 W. 14th St.
Traverse City, MI 49684

Bid Bond No. LM02421

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley St
Boston, MA 02116

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)
Leelanau County
8527 E. Government Center Drive, Ste 101
Suttons Bay, MI 49682

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

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

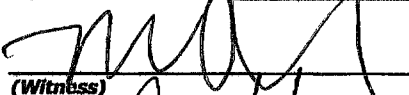
PROJECT:
(Name, location or address, and Project number, if any)
Leland Dam Pedestrian Bridge Surface & Railing Replacement Project

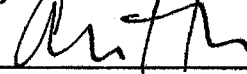
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 27th day of September, 2024.



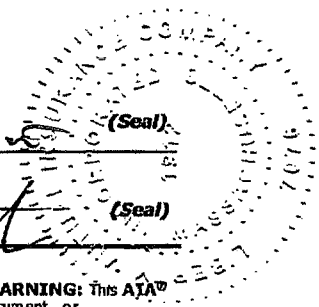
(Witness)


(Witness) Alayna Hammer

WALTON CONTRACTING, INC.
(Principal)


(Title)
Liberty Mutual Insurance Company
(Surety)


(Title) Connie Smith, Attorney-in-fact



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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: 8206417- 354057

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, Chris Steinagel; Christopher M. Kemp; Connie Smith; Eliot Motu; Kory Mortel; Michael J. Douglas; Robert Downey; Sam Duchow

all of the city of Hudson state of WI 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 6th day of October, 2021.



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

By: David M. Carey, 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.

State of PENNSYLVANIA
County of MONTGOMERY

On this 6th day of October, 2021 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 King of Prussia, 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, 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.

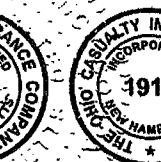
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge 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 27th day of September, 2024.



By: Renee C. Llewellyn, Assistant Secretary