

TSP

## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.


If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 19th DAY OF December, 2017.

TSP Services, Inc.  
Bidder's Name

  
Authorized Signature of Bidder

25000 Capitol, Redford, MI 48239  
Official Address

Ronald E. Swan, Jr.  
(Print Name of Signer Above)

734-838-0426  
Telephone Number

rswan@tspenvironmental.com  
Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of Michigan \_\_\_\_\_, for whom Ronald E. Swan, Jr. \_\_\_\_\_, bearing the office title of President \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

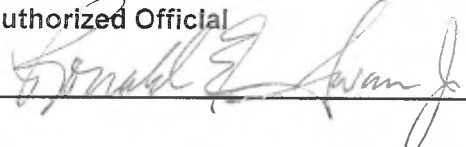
~~\* A limited liability company doing business under the laws of the State of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of the \_\_\_\_\_~~

~~\* A partnership organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_ whose members are (list all members and the street and mailing address of each) attached separate sheet if necessary~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~\* An individual whose signature with address is affixed to this Bid \_\_\_\_\_ (initial here)~~

Authorized Official



Date 12-19, 2017

(Print) Name Ronald E. Swan Title President

Company: TSP Services, Inc.

Address: 25000 Capitol, Redford, MI 48239

Contact Phone (734) 838-0426 Fax (734) 838-0428

Email rswan@tspenvironmental.com

BID FORM

Section 1-Schedule of Prices

Company: TSP Services, Inc.  
 Project: First Sister Lake Stormwater Retrofit  
 File #: 2016-033 ITB No.: 4517

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	LS	1	\$ 1,395.00	\$ 1,395.00
2	Construction Staking	LS	1	\$ 7,542.00	\$ 7,542.00
3	Soil Erosion and Sediment control	LS	1	\$ 8,065.00	\$ 8,065.00
4	Traffic Control	LS	1	\$ 5,572.00	\$ 5,572.00
5	As-Built Survey and Drawings	LS	1	\$ 2,394.00	\$ 2,394.00
6	Certified Payroll Compliance and Monitoring	LS	1	\$ 1,125.00	\$ 1,125.00
7	Clearing and Grubbing	LS	1	\$ 23,781.00	\$ 23,781.00
8	Pipe Removal	LF	50	\$ 55.82	\$ 2,791.00
9	Manhole, Type III	EA	1	\$ 4,086.00	\$ 4,086.00
10	Pipe, Concrete, 24-inch C76 CI IV	LF	20	\$ 94.00	\$ 1,880.00
11	Pipe Outlets, Concrete, Size Specified	EA	2	\$ 842.00	\$ 1,684.00
12	Earthwork	LS	1	\$ 24,678.00	\$ 24,678.00
13	Topsoil	CY	500	\$ 30.25	\$ 15,125.00
14	Erosion Control Blanket	SY	3000	\$ 5.37	\$ 16,110.00
15	Riprap for Overflow and Aprons	CY	100	\$ 64.86	\$ 6,486.00
16	Fieldstone slabs	EA	200	\$ 109.00	\$ 21,800.00
17	Sand Habitat	CY	5	\$ 20.00	100.00
18	Native Seed	AC	1	\$ 3,877.00	\$ 3,877.00
19	Turf Seed	AC	1	\$ 5,030.00	\$ 5,030.00
20	Plugs	EA	12600	\$ 7.20	\$ 90,720.00
21	Shrubs	EA	25	\$ 64.28	\$ 1,607.00
22	Path	LF	130	\$ 17.75	\$ 2,308.00
23	Curb	LF	30	\$ 30.00	900.00
24	Site Restoration	LS	1	\$ 4,402.00	\$ 4,402.00
25	Landscape Maintenance	MO	12	\$ 950.00	\$ 11,400.00
26	Allowance for unforeseen site conditions	Dollars	15000	\$ 1.00	\$ 15,000.00

TOTAL BASE BID: \$ ~~279,858.00~~

2307.50 PPM

279,857.50 PPM

↑  
 corrections  
 per bid tabulation

## BID FORM

### Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder



Date 12-19-17

# BID FORM

## Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder



Date

12-19-17

# BID FORM

## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Natural Community Services 30775 Longcrest, Southfield, MI 48076	Ecological Services	\$ 80,000.00

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_

# BID FORM

## Section 5 – References

Include a minimum of 6 reference from similar project completed within the past 5 years.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

1) Ann Arbor Maintenance Facility                      \$ 330,000                      November 2014  
Project Name    Cost    Date Constructed

Nichole Woodward    nxwoodward@a2gov.org  
Contact Name    Phone Number

2) West Park Stormwater Completion                      \$ 482,822                      December 2013  
Project Name    Cost    Date Constructed

Nicholas Hutchinson    734-794-6000 X 43633  
Contact Name    Phone Number

3) Siloam Springs Whitewater Park Construction                      1,419,000                      May 2014  
Project Name    Cost    Date Constructed

Gary Lacy    gary@boaterparks.com  
Contact Name    Phone Number



# BID FORM

## Section 5 – References

Include a minimum of 6 reference from similar project completed within the past 5 years.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

1) Troy Aquatic Habitat Restoration \$ 1,717,000 October 2017  
Project Name Cost Date Constructed

Steve VanDette vandettej@troymi.gov  
Contact Name Phone Number

2) Wixom Habitat Park Stream Relocation and Restoration \$ 170,311 February 2017  
Project Name Cost Date Constructed

Lee Best 734-397-3100 x253  
Contact Name Phone Number

3) Huron River Habitat Improvements \$ 120,000 July 2016  
Project Name Cost Date Constructed

Marty Boote 734-769-3004 x23308  
Contact Name Phone Number

**CITY OF ANN ARBOR  
PREVAILING WAGE DECLARATION OF COMPLIANCE**

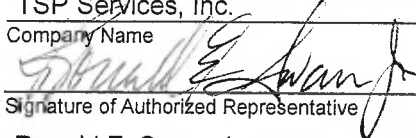
The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

TSP Services, Inc.  
Company Name  
  
Signature of Authorized Representative  
12-19-17  
Date  
Ronald E. Swan, Jr.  
Print Name and Title  
25000 Capitol, Redford, MI 48239  
Address, City, State, Zip  
734-838-0426 / rswan@tspenvironmental.com  
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

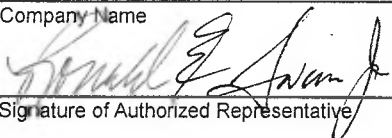
**Check the applicable box below which applies to your workforce**

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

TSP Services, Inc.  
Company Name

  
Signature of Authorized Representative

12-19-17  
Date

25000 Capitol  
Street Address

Redford, MI 48239  
City, State, Zip

Ronald E. Swan, Jr.  
Print Name and Title

734-838-0426 / rswan@tspenvironmental.com  
Phone/Email address



**Vendor Conflict of Interest Disclosure Form**

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
TSP Services, Inc.	734-838-0426	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	12-19-17	Ronald E. Swan, Jr.
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

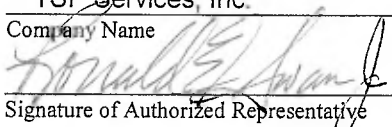
The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

TSP Services, Inc.  
Company Name  
 12-19-2014  
Signature of Authorized Representative Date  
Ronald E. Swan, Jr. - President  
Print Name and Title  
25000 Capitol, Redford, Mi 48239  
Address, City, State, Zip  
734-838-0426 / rswan@tspenvironmental.com  
Phone/Email address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

 **AIA**® Document A310™ – 2010

**Bid Bond**

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

**TSP Services, Inc.**  
**25000 Capitol**  
**Redford, MI 48239**

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

**City of Ann Arbor**  
**301 East Huron Street**  
**Ann Arbor, MI 48107**

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

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

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

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

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

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

**ITB# 4517 - First Sister Lake Stormwater Retrofit**


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 **19th** day of **December, 2017**

\_\_\_\_\_  
(Witness) **TSP Services, Inc.**  
(Principal) \_\_\_\_\_ (Seal)

  
(Witness) \_\_\_\_\_  
(Title) **Hudson Insurance Company**  
(Surety) \_\_\_\_\_ (Seal)  
(Title) **Susan L Small, Attorney-in-Fact**

Init.



BID BOND POWER OF ATTORNEY

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

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small of the State of Michigan

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

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 23rd day of May, 2016 at New York, New York.



Dina Dasoulakis, Corporate Secretary

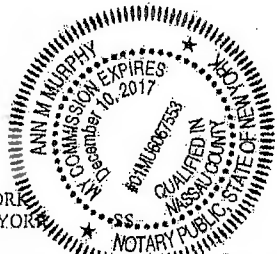
HUDSON INSURANCE COMPANY

By Christopher T. Suarez, Executive Vice-President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 23rd day of May, 2016 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Dasoulakis hereby certifies:

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

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

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

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



Witness the hand of the undersigned and the seal of said Company this 19th day of December 2017

By Dina Dasoulakis, Corporate Secretary