



## CITY COUNCIL WORKSHOP AGENDA

**January 18, 2023 – 4:00 pm**

*This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.  
The meeting will also be available live, virtually on Zoom.*

1. **Call to Order**
2. **Roll Call**
3. **Agenda Changes** (*Additions/Deletions*)
4. **Guest Speaker**
5. **Public Comment on Agenda Items Only** (*Limit 3 minutes*)
6. **Discussion Items:**
  - A. City Hall Exterior – Recommendation of Award
  - B. Historic District Commission Appointment
  - C. Short Term Rental Discussion
7. **Public Comments** (*Limit 3 minutes*)
8. **Correspondence**
9. **Council Comments**
10. **Adjourn** (*Voice Call*)

**NOTICE:**  
Join online by visiting:  
<https://us02web.zoom.us/j/2698572603>

Join by phone by dialing:  
**(312) 626-6799 -or-  
(646) 518-9805**

Then enter "Meeting ID":  
**2698572603**

Please send questions or comments regarding meeting agenda items prior to meeting to:  
[ryan@saugatuckcity.com](mailto:ryan@saugatuckcity.com)

Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck City Clerk at 269-857-2603 or [Wolters@saugatuckcity.com](mailto:Wolters@saugatuckcity.com) for further information.

## RECOMMENDATION OF AWARD

January 16, 2023

*Via Email: ryan@saugatuckcity.com*

Ryan Heise, City Manager  
City of Saugatuck  
102 Butler St., PO Box 86  
Saugatuck, MI 49453

**RE: Saugatuck City Hall Exterior Painting & Restoration**

Dear Mr. Heise:

We have reviewed the bids for the Saugatuck City Hall Exterior Painting & Restoration project and summarized the bids on the attached spreadsheet. A total of three (3) bids were received in the amount of \$133,479.95, \$239,303.00, & \$285,080.00. While there is a significant difference between the lowest bid and the other two, this is a result of the bids having a different interpretation of an item on the addendum. An approximate quantity of siding replacement was provided to allow the bidders to establish unit pricing for labor. As the actual amount cannot be fully determined until the existing paint has been removed, the actual final cost of replacement will be added to the project cost after paint removal. The two higher bidders interpreted this as being an allowance from which to increase or decrease the final price. The low bidder did not include the allowance. Not including the allowance was the intent of the addendum.

The low bid was submitted by Painting Services of West Michigan in the amount of \$133,479.95. Based on our conversation with Painting Services of West Michigan at the pre-bid meeting and references, we are confident that they are capable of doing a quality project for the City.

Based on the above, we recommend awarding the contract to Painting Services of West Michigan in the amount of \$133,479.95.

Please feel free to call me with any questions.

Sincerely,

FLEIS & VANDENBRINK



David A. Gibbs, RA  
Architect

Enclosures:

Bid Tabulation

Bid Forms from Painting Service of West Michigan, Mugen Construction and Mihm Enterprises

2960 Lucerne Drive SE  
Grand Rapids, MI 49546

P: 616.977.1000

F: 616.977.1005

www.fveng.com

# CITY OF SAUGATUCK

## CITY HALL EXTERIOR PAINTING AND RESTORATION

### BID TABULATION

Date 12.20.22  
 PM DAG  
 Project No. 03187G



| Item No.     | Item Description                            | Unit        | Estimated Quantity | Painting Services of West Michigan |                   | Mugen Construction Inc. |                   | Mihm Enterprises |                   | Unit Price  | Amount | Unit Price  | Amount |
|--------------|---|-------------|--------------------|------------------------------------|-------------------|-------------------------|-------------------|------------------|-------------------|-------------|--------|-------------|--------|
|              |   |             |                    | Unit Price                         | Amount            | Unit Price              | Amount            | Unit Price       | Amount            |             |        |             |        |
|              | <b>Lump Sum Base Bid</b>                    | <b>LSUM</b> | <b>1</b>           |                                    | <b>133,479.95</b> |                         | <b>285,080.00</b> |                  | <b>239,303.00</b> |             |        |             |        |
| 1            | Replace complete shutter (labor & material) | shutter     | 1                  | \$54.67                            |                   | \$750.00                |                   | \$738.00         |                   |             |        |             |        |
| 2            | Replace single clapboard (labor only)       | Ft          | 8.0                | N/A                                |                   | \$40.00                 |                   | \$69.00          |                   |             |        |             |        |
| 3            | Replace wood siding trim (labor only)       | Ft          | 8.0                | N/A                                |                   | \$65.00                 |                   | \$136.80         |                   |             |        |             |        |
| 4            | Replace sheathing/substrate (labor only)    | 4'x8' sheet | 1.00               | N/A                                |                   | \$40.00                 |                   | \$92.50          |                   |             |        |             |        |
| <b>TOTAL</b> |   |             |                    | Total:                             |                   | Total:                  |                   | Total:           |                   | Total:      |        | Total:      |        |
|              |   |             |                    | As-Read:                           |                   | As-Read:                |                   | As-Read:         |                   | As-Read:    |        | As-Read:    |        |
|              |   |             |                    | Difference:                        |                   | Difference:             |                   | Difference:      |                   | Difference: |        | Difference: |        |

| Item No.     | Item Description                            | Unit        | Estimated Quantity |             |        |             |        |             |        |             |        |             |        |
|--------------|---|-------------|--------------------|-------------|--------|-------------|--------|-------------|--------|-------------|--------|-------------|--------|
|              |   |             |                    | Unit Price  | Amount | Unit Price  | Amount | Unit Price  | Amount | Unit Price  | Amount | Unit Price  | Amount |
|              | <b>Lump Sum Base Bid</b>                    | <b>LSUM</b> | <b>1</b>           |             |        |             |        |             |        |             |        |             |        |
| 1            | Replace complete shutter (labor & material) | shutter     | 1                  |             |        |             |        |             |        |             |        |             |        |
| 2            | Replace single clapboard (labor only)       | Ft          | 8.0                |             |        |             |        |             |        |             |        |             |        |
| 3            | Replace wood siding trim (labor only)       | Ft          | 8.0                |             |        |             |        |             |        |             |        |             |        |
| 4            | Replace sheathing/substrate (labor only)    | 4'x8' sheet | 1.00               |             |        |             |        |             |        |             |        |             |        |
| <b>TOTAL</b> |   |             |                    | Total:      |        | Total:      |        | Total:      |        | Total:      |        | Total:      |        |
|              |   |             |                    | As-Read:    |        | As-Read:    |        | As-Read:    |        | As-Read:    |        | As-Read:    |        |
|              |   |             |                    | Difference: |        | Difference: |        | Difference: |        | Difference: |        | Difference: |        |





Terry Bandstra

**SECTION 00 41 00**

**BID FORM**

13980 Leonard • Spring Lake, MI 49456  
P (616) 842-6433 • C (616) 292-4248  
tbandstra@chartermi.net • www.paintingservicesinc.com

**ARTICLE 1 - OWNER & BIDDER**

- 1.01 This Bid is submitted to: **City of Saugatuck, Michigan**
- 1.02 Name of Project: **City Hall Exterior Painting and Restoration**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid.
  - A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - B. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

**ARTICLE 3 - BASIS OF BID**

- 3.01 *Lump Sum:*
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price:
    - 1. *Lump Sum Base Bid*

Lump Sum Bid Price for Base Bid: \$ 133,479.98 (use figures)

3.02 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

| Item No. | Description                                 | Unit        | Bid Unit Price |
|----------|---|-------------|----------------|
| 1        | Replace complete shutter (labor & material) | 1 shutter   | \$ 54.67       |
| 2        | Replace single clapboard (labor only)       | 8 Lin. Ft.  | \$ N/A         |
| 3        | Replace wood siding trim (labor only)       | 8 Lin. Ft.  | \$ N/A         |
| 4        | Replace sheathing/substrate (labor only)    | 4'x8' sheet | \$ N/A         |

SEE ADDENDUM 1

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item.

**ARTICLE 4 - TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 *Bidder's Proposed Schedule for Construction:*

A. Construction to begin by: \_\_\_\_\_ (date)

B. Substantial Completion by: \_\_\_\_\_ (date)

**ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

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

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

| <b>Addendum Number</b> | <b>Addendum Date</b> |
|------------------------|----------------------|
| # 1                    | 12/9/2022            |
|                        |                      |
|                        |                      |

## ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

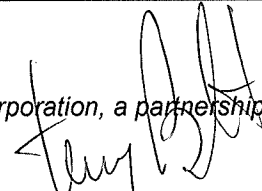
By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

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

Attest:   
 \_\_\_\_\_  
*(individual's signature)*

Name: Terry Bandstra  
*(typed or printed)*

Title: Owner / President  
*(typed or printed)*

Date: 12-20-22  
*(typed or printed)*

Address for giving notices:  
13980 Leonard Rd  
Spring Lake MI 49456

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**END OF SECTION**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |   |        |                                      |
|---|---|---|--------|--------------------------------------|
| <b>PRODUCER</b><br>Shoreline Insurance Agency, Inc.<br>875 W. Broadway Avenue<br>Muskegon, MI 49441 | <b>CONTACT NAME:</b> Felicia Bright             | <b>PHONE (A/C, No, Ext):</b> (231) 755-1919 |        | <b>FAX (A/C, No):</b> (231) 755-8750 |
|   | <b>E-MAIL ADDRESS:</b> Info@ShorelineAgency.com |   |        |                                      |
| INSURER(S) AFFORDING COVERAGE   |   |   | NAIC # |                                      |
| INSURER A : Michigan Insurance  |   |   | 10857  |                                      |
| INSURER B :   |   |   |        |                                      |
| INSURER C :   |   |   |        |                                      |
| INSURER D :   |   |   |        |                                      |
| INSURER E :   |   |   |        |                                      |
| INSURER F :   |   |   |        |                                      |

**INSURED**  
  
Painting Services Of West Michigan  
13980 Leonard Road  
Spring Lake, MI 49456


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CPJ0024990    | 3/18/2022               | 3/18/2023               | EACH OCCURRENCE   | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 100,000   |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)  | \$ 5,000     |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY   | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE   | \$ 2,000,000 |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG  | \$ 2,000,000 |
|          |  |           |          |               |                         |                         |   | \$           |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                 |           |          | CCJ0015788    | 2/12/2022               | 2/12/2023               | COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)  | \$           |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)  | \$           |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)  | \$           |
|          |  |           |          |               |                         |                         |   | \$           |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE   | \$           |
|          |  |           |          |               |                         |                         | AGGREGATE   | \$           |
|          |  |           |          |               |                         |                         |   | \$           |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y     N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | 1000024251    | 3/18/2022               | 3/18/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | \$           |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT  | \$ 500,000   |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ 500,000   |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$ 500,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Terry Bandstra is excluded from the worker's compensation policy.

**CERTIFICATE HOLDER**                      **CANCELLATION**

|  |  |
|--|--|
| Saugatuck City Hall<br>102 Butler St.<br>Saugatuck, MI 49453 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br><br>  |

P303415

GRETCHEN WHITMER  
Governor

**Michigan Department of Licensing and Regulatory Affairs**  
**Bureau of Construction Codes**  
**Company Builder License**

PAINTING SERVICES OF WEST MICHIGAN INC  
13980 LEONARD  
SPRING LAKE, MI 49456

**Qualifying Officer:**  
**Terry Allen Bandstra**  
**Qualifying Officer #**  
**2101194149**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**License No.**  
**2102146375**

**Expiration Date:**  
**05/31/2023**

This document is duly issued  
under the laws of the State of  
Michigan



**DAVE COLE DECORATORS**  
 325 Martindale Street  
 Sparta, MI 49345  
**616-887-9465 FAX 616-887-9464**  
 Hotels - Hospitals - Schools - Factories - Churches -

CERTIFIED  
 LEAD  
 ABATEMENT

ON

TO: Terry  
 COMPANY: Painting Services  
 EMAIL: [tbandstra@chartermi.net](mailto:tbandstra@chartermi.net)  
 PHONE: 616-292-4248

2

bor, materials,  
 ompensation,  
 necessary to  
 r all the work

described below. Terms and conditions attached.

PROJECT: Saugatuck Village Hall  
 ADDRESS: 102 S Butler  
 Saugatuck, MI 49453

THIS PRICE INCLUDES:

- Covering the ground and any prefinished items
- Removing the existing lead based coating
- Disposal costs
- Lift costs

FOR THE TOTAL SUM OF:

NOTES

Accepted By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Submitted By: Tony Shupe  
 Tony Shupe Tony@dcd-inc.com

Sales

SECTION 00 41 00

BID FORM

ARTICLE 1 - OWNER & BIDDER

- 1.01 This Bid is submitted to: **City of Saugatuck, Michigan**
- 1.02 Name of Project: **City Hall Exterior Painting and Restoration**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid.
  - A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - B. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3 - BASIS OF BID

- 3.01 *Lump Sum:*
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price:
    - 1. *Lump Sum Base Bid*

Lump Sum Bid Price for Base Bid: \$ 285,080<sup>00</sup> (use figures)

3.02 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

| Item No. | Description                                 | Unit        | Bid Unit Price      |
|----------|---|-------------|---------------------|
| 1        | Replace complete shutter (labor & material) | 1 shutter   | \$ 750 <sup>-</sup> |
| 2        | Replace single clapboard (labor only)       | 8 Lin. Ft.  | \$ 40 <sup>-</sup>  |
| 3        | Replace wood siding trim (labor only)       | 8 Lin. Ft.  | \$ 65 <sup>-</sup>  |
| 4        | Replace sheathing/substrate (labor only)    | 4'x8' sheet | \$ 40 <sup>-</sup>  |

- B. Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item.

**ARTICLE 4 - TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 *Bidder's Proposed Schedule for Construction:*

- A. Construction to begin by: MAY 30<sup>TH</sup>, 2023 (date)
- B. Substantial Completion by: SEP. 15<sup>TH</sup>, 2023 (date)

**ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

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

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
| No. 1           | 12/9/2022     |
|                 |               |
|                 |               |

## ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

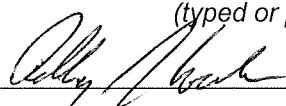
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**MUGEN CONSTRUCTION, INC.**  
**4151 27th STREET**  
**DORR, MI 49323**

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

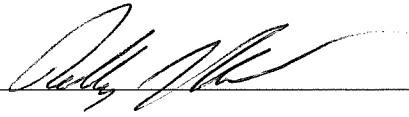
By:  PRES  
*(individual's signature)*

Name: KELLY BOCKHEIM  
*(typed or printed)*

Title: ~~Kelly J. Bockheim, Pres.~~  
*(typed or printed)*

Date: DEC. 20, 2022  
*(typed or printed)*

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

Attest:   
*(individual's signature)*

Name: Kelly J. Bockheim, Pres.  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
 \_\_\_\_\_  
 \_\_\_\_\_

Bidder's Contact:

Name: DAVID SIMPSON  
(typed or printed)

Title: ESTIMATOR  
(typed or printed)

Phone: (616) 896-6400 or (269) 217-0941 -CELL

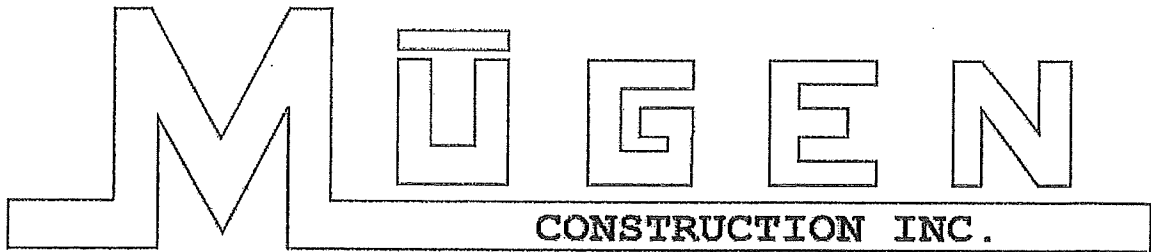
Email: DAVE S @ MUGEN CONSTRUCTION. COM

Address: MUGEN CONSTRUCTION, INC.  
4151 27th STREET  
DORR, MI 49323

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

END OF SECTION





4151 - 27th Street

Dorr, MI 49323

Phone (616) 896-6400 • FAX (616) 896-7447

E-mail: [mugen@mugenconstruction.com](mailto:mugen@mugenconstruction.com)

**CONSENT RESOLUTIONS OF THE SOLE SHAREHOLDER**

**OF**

**MUGEN CONSTRUCTION, INC.**

**(In Lieu of 2020 Annual Meeting)**

The undersigned, being sole shareholder of MUGEN CONSTRUCTION, INC., a Michigan corporation, hereby consents to and approves in writing of the following actions taken without a meeting or notice thereof in lieu of the 2020 annual meeting of the shareholders;

RESOLVED, that Kelly J. Bockheim is re-elected to serve as director of the corporation until his successors are chosen and qualified; and

FURTHER RESOLVED, that all action taken by the officer and director of the corporation since the last annual meeting are hereby approved and ratified.

These consent resolutions are being executed this 22<sup>nd</sup> day of January, 2020.

  
\_\_\_\_\_  
Kelly J. Bockheim

### Partial List of References



**Project:** Meadow Brook Hall Timber Restoration – Rochester, MI

**Type:** Historical Exterior Restoration

Restored existing historic wood timbers with epoxy consolidation procedures. Stained restored wood timbers to match surroundings.

**Project Value:** \$207,574.00

**Dates of Service:** April 12, 2017 – July 20, 2017

**Owner:** Oakland University, 480 S. Adams Road, Rochester, MI, 248-370-2100;  
**Construction Manager:** Frank Rewold & Sons, Kurt Ryder – **Project Manager,** 248-601-1226.



**Project:** Henry Ford Estate (Fair Lane)– Dearborn, MI  
National Historic Landmark

**Type:** Historical Exterior Restoration

Restore existing exterior woodwork, epoxy consolidation work, copper downspout/leader repairs, roofing, & painting.

**Project Value:** \$233,691.00

**Percentage Complete:** 100% complete October 2015

**Owner/Architect/Representative:** Construction Manager – Frank Rewold and Son Inc.;  
Gene Ferrera – Project Manager 248-601-1222 [gferrera@frankrewold.com](mailto:gferrera@frankrewold.com); Architect:  
Quinn Evans Architects – Alexis Cecil





**Project:** Wilson State Park Beach House Restoration – Harrison, MI

**Type:** Historic Restoration involving timber restoration/replacement, cedar siding restoration/replacement, new cedar roof, lead paint removal, painting, and electrical work.

**Project Value:** \$542,137.00

**Percentage Complete:** 100% complete

**Owner/Architect/Representative:** State of Michigan/DNR- Scott Cook (989-275-5151); WTA Associates - Shaun Moore (989-752-8107)



**Project:** South Manitou Lighthouse Complex

**Type:** Historical Renovation of 4 buildings

Slate roofing repairs, new gutters on the fog signal building, lead paint abatement, painting, siding replacement, masonry repairs, new concrete sidewalks, window restoration, framing repairs, and new ADA compliant boardwalk.

**Percentage Complete:** 70%

**Project Value:** \$2,087,915.00

**Owner/Architect/Representative:** National Park Service, United States Department of the Interior; Mark Pressnell – Technical Contracting Officer’s Representative – 231-326-4710.

**SECTION 00 41 00**

**BID FORM**

**ARTICLE 1 - OWNER & BIDDER**

- 1.01 This Bid is submitted to: **City of Saugatuck, Michigan**
- 1.02 Name of Project: **City Hall Exterior Painting and Restoration**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid.
- A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - B. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

**ARTICLE 3 - BASIS OF BID**

3.01 *Lump Sum:*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price:

1. *Lump Sum Base Bid*

Lump Sum Bid Price for Base Bid: \$ 239,303.00 (use figures)

3.02 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

| Item No. | Description                                 | Unit        | Bid Unit Price |
|----------|---|-------------|----------------|
| 1        | Replace complete shutter (labor & material) | 1 shutter   | \$ 738.00      |
| 2        | Replace single clapboard (labor only)       | 8 Lin. Ft.  | \$ 69.00       |
| 3        | Replace wood siding trim (labor only)       | 8 Lin. Ft.  | \$ 136.80      |
| 4        | Replace sheathing/substrate (labor only)    | 4'x8' sheet | \$ 92.50       |



B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item.

**ARTICLE 4 - TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 *Bidder's Proposed Schedule for Construction:*

A. Construction to begin by: 03/21/2023 (date)

B. Substantial Completion by: 06/15/2023 (date)

**ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

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

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

| <b>Addendum Number</b> | <b>Addendum Date</b> |
|------------------------|----------------------|
| #1                     | 12/09/2022           |
|                        |                      |
|                        |                      |

## ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.



4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Mihm Enterprises Inc.

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name:

Frank Mihm

*(typed or printed)*

Title:

Vice President

*(typed or printed)*

Date:

12/19/2022

*(typed or printed)*

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

Attest:



*(individual's signature)*

Name:

Sharon Mihm

*(typed or printed)*

Title:

President

*(typed or printed)*

Date:

12/19/2022

*(typed or printed)*

Address for giving notices:

4065 38th St., Hamilton, MI 49419

info@mihmenterprises.com

Bidder's Contact:

Name: Tom DePas  

---

*(typed or printed)*

Title: Project Manager  

---

*(typed or printed)*

Phone: 269-751-5522  

---

Email: info@mihmenterprises.com  

---

Address:  
4065 38th St.  

---

Hamilton, MI 49419  

---

---

Bidder's Contractor License No.: (if applicable) 2102160520  

---

**END OF SECTION**

P578311

GRETCHEN WHITMER  
Governor

**Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Company Builder License**

MIHM ENTERPRISES INC  
4065 38TH STREET

HAMILTON, MI 49419

**Qualifying Officer:  
Frank Kevin Mihm  
Qualifying Officer #  
2101094390**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**License No.  
2102160520**

**Expiration Date:  
05/31/2023**

This document is duly issued  
under the laws of the State of  
Michigan



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |
|--|--|
| <b>PRODUCER</b><br>Ottawa Kent<br>PO Box 349<br>Jenison, MI 49429-0349 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): <b>(616) 797-3400</b><br>E-MAIL ADDRESS: <b>jenison@ottawakent.com</b><br>FAX (A/C, No): <b>(616) 797-3488</b> |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                   |  |
| INSURER A : <b>Benchmark Insurance Company</b>                         | NAIC # <b>41394</b>  |
| INSURER B : <b>Safety National Casualty Co. / ABC Fund</b>             | NAIC # <b>15105</b>  |
| INSURER C :  |  |
| INSURER D :  |  |
| INSURER E :  |  |
| INSURER F :  |  |

**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |                     |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|---|---------------------|
| <b>A</b> | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | <b>CP5001293</b> | <b>8/24/2022</b>        | <b>8/24/2023</b>        | EACH OCCURRENCE   | \$ <b>1,000,000</b> |
|          |  |           |          |                  |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ <b>100,000</b>   |
|          |  |           |          |                  |                         |                         | MED EXP (Any one person)  | \$ <b>5,000</b>     |
|          |  |           |          |                  |                         |                         | PERSONAL & ADV INJURY   | \$ <b>1,000,000</b> |
|          |  |           |          |                  |                         |                         | GENERAL AGGREGATE   | \$ <b>2,000,000</b> |
|          |  |           |          |                  |                         |                         | PRODUCTS - COMP/OP AGG  | \$ <b>2,000,000</b> |
|          |  |           |          |                  |                         |                         |   | \$                  |
| <b>A</b> | <b>AUTOMOBILE LIABILITY</b><br><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | <b>CA5002775</b> | <b>8/24/2022</b>        | <b>8/24/2023</b>        | COMBINED SINGLE LIMIT (Ea accident)   | \$ <b>1,000,000</b> |
|          |  |           |          |                  |                         |                         | BODILY INJURY (Per person)  | \$                  |
|          |  |           |          |                  |                         |                         | BODILY INJURY (Per accident)  | \$                  |
|          |  |           |          |                  |                         |                         | PROPERTY DAMAGE (Per accident)  | \$                  |
|          |  |           |          |                  |                         |                         |   | \$                  |
| <b>A</b> | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>   |           |          | <b>UM5000240</b> | <b>8/24/2022</b>        | <b>8/24/2023</b>        | EACH OCCURRENCE   | \$ <b>5,000,000</b> |
|          |  |           |          |                  |                         |                         | AGGREGATE   | \$ <b>5,000,000</b> |
|          |  |           |          |                  |                         |                         |   | \$                  |
| <b>B</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nj) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          | <b>MIHME-C</b>   | <b>5/1/2022</b>         | <b>5/1/2023</b>         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                     |
|          |  |           |          |                  |                         |                         | E.L. EACH ACCIDENT  | \$ <b>1,000,000</b> |
|          |  |           |          |                  |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ <b>1,000,000</b> |
|          |  |           |          |                  |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$ <b>1,000,000</b> |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**    **CANCELLATION**

|   |  |
|---|--|
| Mihm Enterprises, Inc<br>4065 38th Street<br>Hamilton, MI 49419 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |





# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

MIHM Enterprises, Inc.  
4065 38th St.  
Hamilton, MI 49419

**SURETY:**

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

United States Fire Insurance Company  
305 Madison Avenue  
Morristown, NJ 07960

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)*

City of Saugatuck

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

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

**PROJECT:**

*City of Saugatuck- City Hall Exterior Painting and Restoration- Exterior Restoration of the Historic City Hall  
(Name, location or address, and Project number, if any)*

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

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

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

Signed and sealed this 20th day of December, 2022

\_\_\_\_\_  
(Witness)

MIHM Enterprises, Inc.  
(Principal) , President (Seal)

(Title)  
United States Fire Insurance Company  
(Surety) (Seal)

(Title) John Foster , Attorney-in-Fact

\_\_\_\_\_  
(Witness) Kaitlyn Caltrider

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0112922

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*John Foster, Dan Cusenza, James Slear, Heather Buonodono, Ian Foster*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



*Matthew E. Lubin*

Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



*Melissa H. D'Alessio*

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20<sup>th</sup> day of December 20 22

UNITED STATES FIRE INSURANCE COMPANY



*Alfred N. Wright*

Alfred N. Wright, Senior Vice President



## City Council Agenda Item Report

**FROM:** Ryan Cummins

**MEETING DATE:** 01/23/23

**SUBJECT:** Historic District Commission Appointment

**DESCRIPTION:**

The City Clerk provided notice that the city is accepting applications for the Historic District Commission. Two applicants are interested in the open seat. Both applicants were contacted to participate in an interview with Mayor Dean, Chairperson Straker and myself on January 6.

Rosemary Johnson and William Donahue II were interviewed. After consulting Chair Straker and myself, Mayor Dean is recommending that William Donahue II be appointed as a Historic District Commission member with a term ending July 1, 2025.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

Historic District Chairperson, Tim Straker, was provided with a copy of the applications and interview questions, participated in the interviews, and provided his recommendation to Mayor Dean.

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to appoint William Donahue II to the Historic District Commission with a term ending August 1, 2025.





P.O. Box 86, Saugatuck, MI 49453  
Phone: 269.857.2603 Fax: 269.857-4406  
Website: [www.saugatuckcity.com](http://www.saugatuckcity.com)

**APPLICATION FOR APPOINTMENT TO  
BOARDS/COMMISSIONS/COMMITTEES**

Name: William E. Donahue II Home Phone: \_\_\_\_\_

Home/Mailing Address: 995 Maple Woods Drive PO Box 1196

E-mail Address: William.donahue2nd@gmail.com

Employer: Retired 2001 Occupation/Position: VP, Chief HR Officer

Business Phone: \_\_\_\_\_ Business Reference: \_\_\_\_\_

Are you a Saugatuck City resident? yes Are you a registered Saugatuck City voter? yes

Do you or your employer have any business dealings with the City which might present a conflict of interest? no If yes, explain \_\_\_\_\_

Serving on a Board or Commission can be time-consuming. Are you committed to attending all regularly scheduled meetings? \_\_\_\_\_

On which Boards and/or Commissions would you be willing to serve?

- |                            |                                     |                         |
|----------------------------|-------------------------------------|-------------------------|
| <u>Planning Commission</u> | <u>Historic District Commission</u> | Zoning Board of Appeals |
| Board of Review            | Harbor Commission                   | Township Fire Board     |
| Twp. Recreation Comm.      | Kalamazoo Lake Sewer & Water        | Library Board           |
| Interurban Transit Auth    | Peterson Nature Preserve            | Construction Board      |

Please describe any qualifications, expertise or special interests that relate to your possible appointment:

Recently retired AS A Chief HR Officer. While recently A FT resident, I have owned A home in Saugatuck since 2001.

You may wish to submit a cover letter with your application. Please return the original to the City Clerk's office at the above address for processing. The City of Saugatuck recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Saugatuck's diverse community, including citizens of all ethnic groups as well as people with disabilities. Reasonable accommodations and equal access to communication are provided upon request.

Signature: William E. Donahue II Date: 9/12/2002

**\*\*Disclaimer:** Per the City of Saugatuck's retention schedule this application will be kept on file for twelve months, unless you are chosen to serve on a board, then this application is kept on file for the duration of your term. \*Will email you A copy of my resume.

COPY: Mayor City Council City Clerk



# William E. Donahue II

995 Maple Woods PO Box 1196  
Saugatuck, Michigan 49453

Mobile: (847) 226-6185  
william.donahue2nd@gmail.com

## SUMMARY

Human Resources executive holding multiple disciplinary leadership roles including Senior HR Business Partner, Talent Acquisition, Talent Management, Total Rewards and HR Operations. Results oriented and highly innovative HR leader with a strong track record of supporting organizational objectives through effective people strategies.

## EXPERIENCE

### TRUE VALUE

2016-2020

A worldwide hardware cooperative serving 58 countries with more than 4,000 retail locations, 13 regional distribution centers, manufacturing center and over 2,500 associates. Many of True Value's retailers enjoy a history spanning generations within their local communities.

#### Vice President / Chief HR Officer

2018 -2020

- Reporting the Chief Executive Officer, responsible to lead the entire HR Function including Talent/Succession Planning, Associate Relations, Labor Relations, HRIS, Compensation and Benefits, HR Generalist Functions supporting Corporate and Field locations for 3000+ associates
- Responsible for an annualized budget in excess of \$11 million dollars
- As part of the annual benefit planning process, negotiated a savings in excess of \$1.1 million dollars annually reducing overall associate benefit costs for the company
- Key leadership role in the reorganization and expansion of the sales organization including restructure of critical roles and increasing the salesforce in excess of 100 additional roles

#### Senior Director, Human Resources – Retail Support Center (Corp. Functions), Distribution and Manufacturing

- Reporting to the General Counsel & Chief Human Resources Officer, responsible to consult with leadership in the development and execution of human resources strategies that support business and functional needs. Senior HR leader supporting all corporate functions, distribution and manufacturing.
- Works closely with functional leadership in the development of people strategies inclusive of workforce planning and recruitment, talent management, organizational design and associate relations.
- Serves / functions as the HR business partner leader over True Value's regional distribution centers within Illinois, Ohio, Minnesota, Pennsylvania, New Hampshire, Georgia, Texas Kansas, Arizona, Oregon, California and our True Value paint manufacturing center in Cary, Illinois.

### ESSENDANT (United Stationers Inc.)

2005 –2015

A national \$5.3 billion, 6500 associates wholesale distributor of business products including Office Products, Janitorial / Sanitation and Industrial products. Served as the senior HR strategic business partner for Essendant's largest business unit; organizational-wide accountability for the leadership of Talent Acquisition and HR Associate Services (administration and transaction call center supporting 6000+ associates).

#### Vice President, Human Resources and HR Shared Services (Talent Acquisition & HR Services)

2011 – June 2015

#### Vice President, Corporate Human Resources, Talent Acquisition & Total Rewards

2010 – 2011

#### Vice President, Field Human Resources & Talent Acquisition

2007 – 2010

#### Director, Corporate Human Resources & Talent Acquisition

2005 – 2006

- Provided primary HR leadership guidance for the Office Products and JanSan sales transformation, customer care consolidation and reorganization during 2013 and 2014 including customer segmentation, competency model newly defined roles and alignment of sales incentives.
- Led the development and execution of an enterprise-wide Field HR Shared Services model supporting three independent business units, 60+ facilities and approximately 6000+ associates through a market-based approach to human resources generalist support.
- Drove execution of the BU/functions talent management processes including succession planning, calibration, high potential development plans. Implemented quarterly talent management reviews to ensure the effective execution of succession planning outcomes inclusive of high potentials, progress of developmental plans and monitoring of performance level concerns.
- Responsible to drive the overall Associate Relations processes and execution of hot line complaints, investigations and documentation within the Ethics Point system
- Developed and implemented facility health assessment to proactively monitor associate relations and engagement levels of our distribution and care facilities.
- Created a centralized Talent Acquisition model in early 2011 shifting accountability from the HR generalist to an HR specialist model of dedicated recruitment professionals achieving 1500-1700 hires annually.

- Developed and executed service level standards; enhanced transparency of service levels and time to fill performance; achieved average time to fill of 27 days NE, 53.6 days for exempt level roles below director level and 67.6 days for director level and above levels.
- Key leader in the implementation of new HRIS platform (Ultimate Software) including manager and associate self-service.
- Created and implemented HR Services; centralized administration of payroll, benefits and FMLA/LOA administration; developed and implemented service level standards, metrics and reporting including % of first call resolution, one- and two- day turnaround performance and quality ratings on associate service levels.
- Assumed leadership of Total Rewards from 2010 to 2012. Successfully implemented career banding, moving from a standard graded system to 5 broad-based career bands allowing greater flexibility and development of internal talent.
- Effectively developed and executed HR process standardization including recruitment and hiring, termination, leave of absence, reduction in force, associate relations and investigations, FMLA and ADA processes across all business units.

**GAP Inc.**

2004 – 2005

A 16.2 billion global retailer offering clothing and accessories under the Gap, Banana Republic and Old Navy Brands.

**Vice President, Talent Attraction & Staffing**

- Responsible for establishing strategies, processes and programs that enabled the timely acquisition of high caliber talent for Gap Inc.; developed and implemented Gap Inc.'s employment branding, global consistency, standards and processes, disciplined workforce planning practices and performance metrics that measured internal client satisfaction levels.
- Responsible for College Relations, Professional and Executive Recruitment and Staffing functions supporting Gap Inc. businesses with locations within San Francisco, San Bruno, New York and decentralized field recruiting locations within the U.S. and Canada. Team efforts were responsible for the hiring of 1,822 salaried hires within Corporate Functions and 2,200 within Field Management ranks.
- Developed tools, processes and methodology to support a disciplined workforce planning model; established formalized service level standards, role clarity and consistency of process between Gap Inc. Recruiting and internal clients. Developed recruiting scorecard and metrics reporting including formalized reporting to Executive Leadership Team and Senior HR Generalists.
- Returned to Chicago due to an aging parent care issues.

**SEARS, ROEBUCK AND CO.**

1994-2004

A \$31 billion, national retailer offering apparel, home appliances, tools, lawn and garden, fitness, automotive and home repair services. As the Company's top recruitment executive, was responsible for College Relations, Professional and Executive Recruitment in providing high quality, cost effective recruitment services that delivered talent to support the people strategies of the business.

**Vice President, Recruitment and Staffing**

2003 – 2004

**Vice President, Corporate Human Resources**

2001 – 2003

**Vice President, Executive Recruitment / Staffing and College Relations**

1999 – 2001

**Director, HR Planning, Development and Recruitment**

1996 – 1999

**Manager, Executive Recruitment**

1994 – 1996

- Delivered 2,500+ hires annually.
- Developed innovative, creative and efficient sourcing and recruitment strategies that achieved staffing needs while reducing reliance on third party employment search firms. Outstanding results achieved in search firm avoidance or savings to the corporation in excess of \$2.6 million dollars.
- Designed, developed and implemented a centralized recruitment model optimizing resources across businesses and functions during 1999. Standardized the sourcing and recruitment process across the organization optimizing recruitment resources and reducing overall expense and redundancies.
- Completed strategic sourcing initiative on third party employment search firms including the reduction in fee structures and standardization of the search firm engagement process.
- Effectively outsourced hourly recruitment responsibilities to support our retail organization effectively hiring 46,000 associates to support 4<sup>th</sup> quarter holiday period.
- Champion and sponsor of a Six Sigma process improvement initiative on the reduction of recruitment and staffing cycle time.
- Recipient of the Chairman's Award in 2003 and 2004 for outstanding results in the diversity and representation levels of 250 entry level management hires from colleges and universities.
- As VP, Corporate Human Resources, responsible for all corporate functions including Finance, Legal, Marketing, Merchandising, Operations, Strategy, ecommerce and Information Technology. Developed people strategies and HR operating plans to support the business and functional strategies including leadership development and building organizational capacity.
- As Director, HR Planning, Development and Recruitment developed and implemented succession planning processes for the total Full-Line organization (Sears' largest business unit).
- Managed the individual elements of talent management processes including slating and the development of high potential talent to support business needs; facilitated quarterly talent reviews to ensure ongoing objectives and execution of succession planning deliverables
- As a key member of the Chairman's Diversity Council, served as HR sponsor of inclusion and implementation of domestic partner benefits.

**KOHL'S DEPARTMENT STORES**

1991 – 1994

A \$19 billion national department store chain; offering apparel, accessories, shoes, beauty products and home merchandise categories.

**Regional Manager, Recruitment / Associate Relations**

**DAYTON HUDSON DEPARTMENT STORES**

1984 – 1990

A division of Dayton Hudson Corporation (Target Corporation), operated traditional department stores under Dayton's, Hudson's and Marshall Field's.

**Manager, College Relations and Recruitment**

1988 – 1990

**Manager, Human Resources and Service**

1987 – 1988

**Human Resource Manager**

1984 – 1987

**EDUCATION**

BA, Business Administration Western Michigan University Kalamazoo, MI

College of William and Mary - Strategic Leadership in a Changing Environment  
Arizona State University - Services Leadership Institute



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Website: [www.saugatuckcity.com](http://www.saugatuckcity.com)

**APPLICATION FOR APPOINTMENT TO  
BOARDS/COMMISSIONS/COMMITTEES**

Name: Rosemary Johnson Home Phone: 586--489-3883

Home/Mailing Address: 500 Mill Street Saugatuck, MI 49453

E-mail Address: rjohnson49@hotmail.com

Employer: retired Occupation/Position: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Reference: \_\_\_\_\_

Are you a Saugatuck City resident? yes Are you a registered Saugatuck City voter? yes

Do you or your employer have any business dealings with the City which might present a conflict of interest? no If yes, explain \_\_\_\_\_

Serving on a Board or Commission can be time-consuming. Are you committed to attending all regularly scheduled meetings? yes

On which Boards and/or Commissions would you be willing to serve?

- |                         |                                     |                         |
|-------------------------|-------------------------------------|-------------------------|
| Planning Commission     | <u>Historic District Commission</u> | Zoning Board of Appeals |
| Board of Review         | Harbor Commission                   | Township Fire Board     |
| Twp. Recreation Comm.   | Kalamazoo Lake Sewer & Water        | Library Board           |
| Interurban Transit Auth | Peterson Nature Preserve            | Construction Board      |

Please describe any qualifications, expertise or special interests that relate to your possible appointment:

I live in the historic district and I have appeared three times before the commission. I believe it is very important to have members on the commission re-

You may wish to submit a cover letter with your application. Please return the original to the City Clerk's office at the above address for processing. The City of Saugatuck recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Saugatuck's diverse community, including citizens of all ethnic groups as well as people with disabilities. Reasonable accommodations and equal access to communication are provided upon request.

Signature: Rosemary Johnson Date: 7/18/2022

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COPY: Mayor City Council City Clerk