



# CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**May 9, 2016**

**SUBJECT:** Approval to award a construction contract for Library Entrance Widening Alternative Bid to Nagle Paving Company, the low bidder, in the amount of \$78,760, subject to final review and approval of form of agreement by City Manager's office and the City Attorney.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC RJA*

**CITY MANAGER APPROVAL:** *[Signature]*

|                             |                           |
|-----------------------------|---------------------------|
| <b>EXPENDITURE REQUIRED</b> | <b>\$ 78,760</b>          |
| <b>AMOUNT BUDGETED</b>      | <b>\$ 101,200</b>         |
| <b>LINE ITEM NUMBER</b>     | <b>101-442.10-981.001</b> |

**BACKGROUND INFORMATION:**

This project involves the widening of the Novi Public Library's Ten Mile entrance from two lanes to three lanes to help improve traffic flow at this intersection. A second exiting lane will be provided so one lane can be dedicated to left turns and the other to right turns exiting the library parking lot.

The project was bid as a base bid and one alternate. The base bid includes the entrance widening with the alternative bid including the entrance widening and reconstruction of the existing entrance to correct some areas of failing pavement. The alternate was included to give flexibility at the time of award to accommodate varying levels of available funding. The Library and City staff recommend awarding the alternative bid based on the availability of funding for this project.

A total of 4 bids were received and opened on April 21, 2016 following a public bid solicitation period. The lowest bidder is Nagle Paving Company. Nagle's bid is recommended as being in the best interest of the City as it is responsive (i.e., Nagle Paving Company has complied with all requirements of the bidding instructions) and it is the lowest price. (OHM's award recommendation letter including the bid tabulation dated April 25, is attached). A summary of the 4 bids is as follows:

| <b>Contractor</b>              | <b>Base Bid (including Crew Days)*</b> | <b>Alternate Bid (including Crew Days)*</b> |
|--------------------------------|--|---|
| <b>Nagle Paving Company</b>    | <b>\$ 77,890.00</b>                    | <b>\$ 87,720.00</b>                         |
| Dave's Contracting Inc.        | \$ 78,010.00                           | \$ 89,000.00                                |
| Merlo Construction Co.         | \$ 85,592.00                           | \$ 109,322.00                               |
| STE Construction Services Inc. | \$ 166,874.84                          | \$ 194,733.64                               |

\*Crew Days are included to compare bids, but are not included in the award.

The construction engineering fees (located elsewhere on this agenda for consideration) are \$15,261, respectively, for a total of \$93,151 to be awarded. The amount budgeted for this project is \$101,200, of which \$6,228 has been awarded for design engineering, leaving a remaining balance of \$1,821.

Construction of the project will commence this summer after the end of the school year with completion anticipated before the start of school in fall of 2016.

**RECOMMENDED ACTION:** Approval to award a construction contract for Library Entrance Widening Alternative Bid to Nagle Paving Company, the low bidder, in the amount of \$78,760, subject to final review and approval of form of agreement by City Manager’s office and the City Attorney.

|                             | 1 | 2 | Y | N |
|-----------------------------|---|---|---|---|
| <b>Mayor Gatt</b>           |   |   |   |   |
| <b>Mayor Pro Tem Staudt</b> |   |   |   |   |
| <b>Council Member Burke</b> |   |   |   |   |
| <b>Council Member Casey</b> |   |   |   |   |

|                               | 1 | 2 | Y | N |
|-------------------------------|---|---|---|---|
| <b>Council Member Markham</b> |   |   |   |   |
| <b>Council Member Mutch</b>   |   |   |   |   |
| <b>Council Member Wrobel</b>  |   |   |   |   |

# NOVI PUBLIC LIBRARY ENTRANCE WIDENING

## Location Map



Map Author: Croy  
Date: 8/3/15  
Project: Library Entrance Widening  
Version #: v1.0

### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

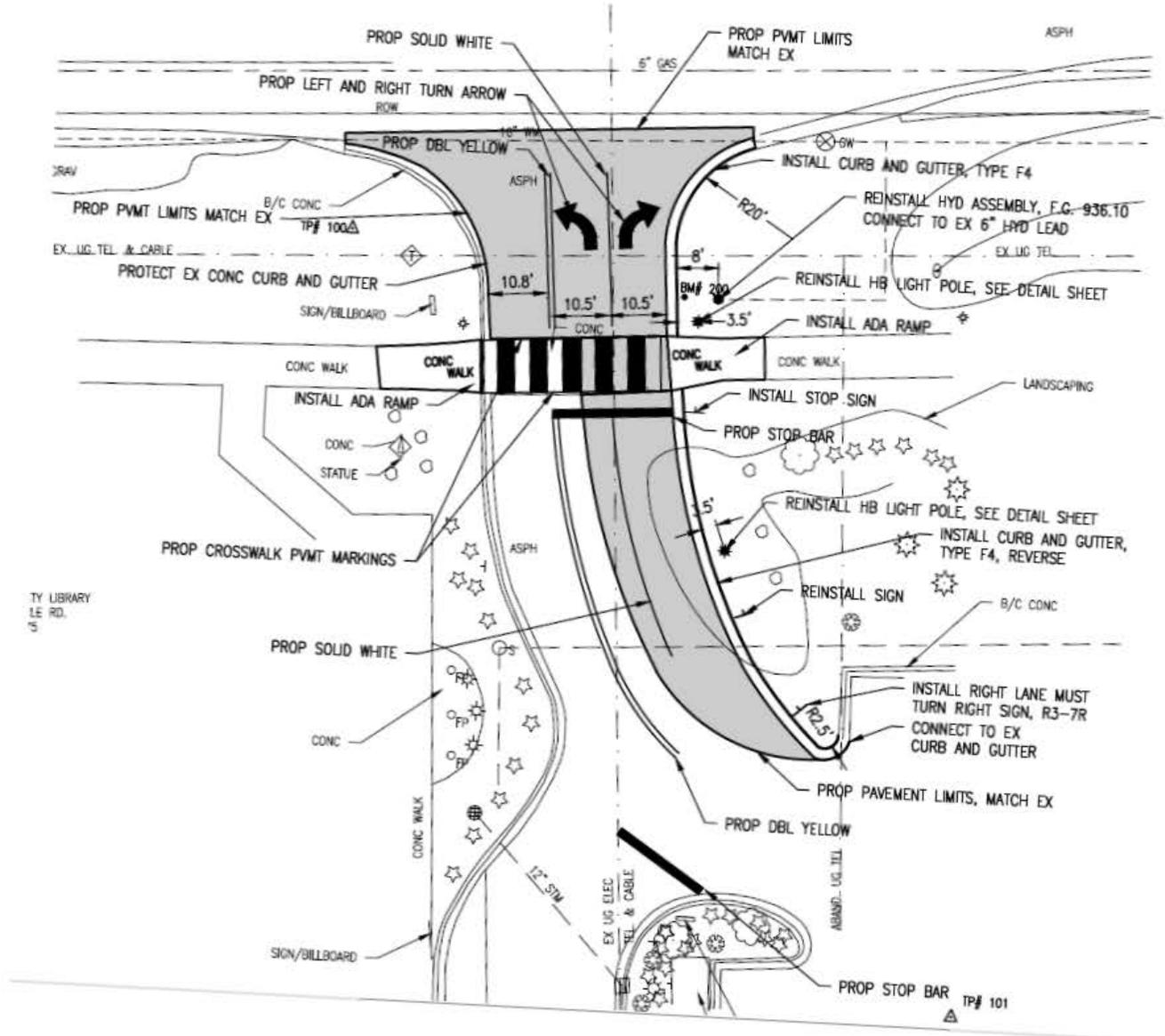


1 inch = 250 feet



**City of Novi**  
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

# PROPOSED PLAN WITH ALTERNATE



April 25, 2016

**City of Novi DPS – Engineering Division**

26300 Lee BeGole Drive  
 Novi, MI 48375

Attention: Adam Wayne, Engineer

Regarding: Public Library Entrance Drive Widening  
 Recommendation of Award

Dear Mr. Wayne:

Sealed bids for the Public Library Entrance Drive Widening were received and publicly read aloud on Thursday, April 21, 2016. Proposals were received from four (4) bidders. The four (4) bidders and their bid amounts are summarized below and in the attached bid tabulation. The final Engineer's Opinion of Construction Cost for this project was estimated to be \$77,680 (\$70,000 without inspector crew day cost included) for the base bid, and \$94,600 (\$85,000 without inspector crew day cost included) for the alternative bid. Please note that the bid amounts listed below include the cost of inspector crew days for the project as submitted on the bid form.

| <b>Contractor</b>              | <b>Base Bid Amount</b> | <b>Alternative Bid Amount</b> |
|--------------------------------|------------------------|-------------------------------|
| Nagle Paving Company           | \$ 77,890.00           | \$87,720.00                   |
| Dave's Contracting Inc.        | \$ 78,010.00           | \$89,000.00                   |
| Merlo Construction Co.         | \$ 85,592.00           | \$109,322.00                  |
| STE Construction Services Inc. | \$166,874.84           | \$194,733.64                  |

The project scope consists of re-construction of a portion of the drive to widen the entrance to the library at Ten Mile Road. The alternative bid option was provided in the contract documents for a slightly expanded scope of work, to include replacement of additional asphalt pavement in the approach area from the entrance drive to Ten Mile Road. OHM Advisors would recommend this expanded scope to be completed if the Library and City budgets are adequate, as it would be practical to replace the asphalt associated with the alternative bid while the contractor is mobilized.

Both the base option and alternative bid option contains other miscellaneous improvements such as concrete ramps upgrades, concrete curb and gutter replacement, light pole relocation, and minor grading related modifications. The work to be completed under this Contract includes the furnishing of materials, equipment, and labor necessary to complete the proposed work, as well as all necessary restoration in accordance with the specifications.

Nagle Paving Company located in Novi, Michigan, is the apparent low bidder. They have completed previous recent projects for the City including the Fire Station No. 3 parking lot project last year, and have been successfully performing similar types of projects in this geographical region for a substantial period of time. Based on both the

background of OHM Advisors and the City related to past experience with this Contractor, we recommend award of the Library Entrance Widening project to Nagle Paving Company in the estimated award amount of **\$70,210.00** for the Base Bid Option, or in the estimate award amount of **\$78,760.00** for the expanded Alternative Bid Option. Please note that these potential award amounts are derived from the total bid amounts less the inspector crew day costs of \$7,680 and \$8,960 respectively, per the unit price bid for the project.

If you have any questions, please do not hesitate to contact me at (734) 466-4439.

Sincerely,

**OHM Advisors**

A handwritten signature in cursive script that reads "George A. Tsakoff".

George A. Tsakoff, PE  
Project Manager

Enclosures: *Bid Tabulation*

cc: James Stevens, PE, OHM

Phone: 248-553-0600

Phone: 313-363-5128

Phone: 248-640-2147

Phone: 586-468-1135

| Item No.               | Description                                     | Estimated Quantity | Unit   |            | Unit               |             | Unit                           |            | Unit                           |             |                                 |
|------------------------|---|--------------------|--------|------------|--------------------|-------------|--------------------------------|------------|--------------------------------|-------------|---------------------------------|
|                        |   |                    | Price  | Amount     | Price              | Amount      | Price                          | Amount     | Price                          | Amount      |                                 |
| <b>Base Design Bid</b> |   |                    |        |            |                    |             |                                |            |                                |             |                                 |
| 1)                     | Mobilization, Max. 10%                          | 1                  | LSUM   | \$7,500.00 | \$7,500.00         | \$6,500.00  | \$6,500.00                     | \$7,000.00 | \$7,000.00                     | \$15,500.00 | \$15,500.00                     |
| 2)                     | Digital Video Recorded Survey                   | 1                  | LSUM   | \$1,500.00 | \$1,500.00         | \$400.00    | \$400.00                       | \$1,200.00 | \$1,200.00                     | \$20,000.00 | \$20,000.00                     |
| 3)                     | Traffic Control                                 | 1                  | LSUM   | \$3,500.00 | \$3,500.00         | \$5,000.00  | \$5,000.00                     | \$6,000.00 | \$6,000.00                     | \$20,000.00 | \$20,000.00                     |
| 4)                     | Erosion Control                                 | 1                  | LSUM   | \$1,000.00 | \$1,000.00         | \$400.00    | \$400.00                       | \$2,000.00 | \$2,000.00                     | \$1,000.00  | \$1,000.00                      |
| 5)                     | Pavt, Rem                                       | 90                 | SYD    | \$15.00    | \$1,350.00         | \$25.00     | \$2,250.00                     | \$25.00    | \$2,250.00                     | \$23.00     | \$2,070.00                      |
| 6)                     | Sidewalk, Rem                                   | 50                 | SYD    | \$24.00    | \$1,200.00         | \$9.00      | \$450.00                       | \$13.00    | \$650.00                       | \$2.10      | \$105.00                        |
| 7)                     | Curb and Gutter, Rem                            | 150                | FOOT   | \$12.00    | \$1,800.00         | \$5.00      | \$750.00                       | \$18.00    | \$2,700.00                     | \$4.10      | \$615.00                        |
| 8)                     | Earthwork                                       | 1                  | LSUM   | \$5,500.00 | \$5,500.00         | \$10,555.00 | \$10,555.00                    | \$6,000.00 | \$6,000.00                     | \$30,000.00 | \$30,000.00                     |
| 9)                     | Subgrade Undercutting, Type II                  | 25                 | CYD    | \$60.00    | \$1,500.00         | \$25.00     | \$625.00                       | \$40.00    | \$1,000.00                     | \$45.00     | \$1,125.00                      |
| 10)                    | Aggregate Base, 21AA, Limestone, 8" (Drive)     | 200                | SYD    | \$21.00    | \$4,200.00         | \$14.00     | \$2,800.00                     | \$22.00    | \$4,400.00                     | \$35.00     | \$7,000.00                      |
| 11)                    | Aggregate Base, 21AA, Limestone, 6" (Walk)      | 60                 | SYD    | \$18.00    | \$1,080.00         | \$11.00     | \$660.00                       | \$20.00    | \$1,200.00                     | \$45.00     | \$2,700.00                      |
| 12)                    | HMA, 13A  | 48                 | TON    | \$175.00   | \$8,400.00         | \$145.00    | \$6,960.00                     | \$200.00   | \$9,600.00                     | \$213.15    | \$10,231.20                     |
| 13)                    | Curb and Gutter, Conc, Type F4                  | 125                | FOOT   | \$36.00    | \$4,500.00         | \$30.00     | \$3,750.00                     | \$28.00    | \$3,500.00                     | \$31.97     | \$3,996.25 <sup>1</sup>         |
| 14)                    | Sidewalk Ramp, ADA, Conc, 6"                    | 160                | SFT    | \$15.00    | \$2,400.00         | \$15.00     | \$2,400.00                     | \$10.00    | \$1,600.00                     | \$7.46      | \$1,193.60 <sup>1</sup>         |
| 15)                    | Sidewalk, Conc, 4"                              | 155                | SFT    | \$9.00     | \$1,395.00         | \$7.00      | \$1,085.00                     | \$10.00    | \$1,550.00                     | \$5.33      | \$826.15 <sup>1</sup>           |
| 16)                    | Sidewalk, Conc, 8"                              | 170                | SFT    | \$16.00    | \$2,720.00         | \$9.00      | \$1,530.00                     | \$18.00    | \$3,060.00                     | \$8.53      | \$1,450.10 <sup>1</sup>         |
| 17)                    | Hydrant Relocation                              | 1                  | EACH   | \$6,000.00 | \$6,000.00         | \$7,350.00  | \$7,350.00                     | \$8,000.00 | \$8,000.00                     | \$10,000.00 | \$10,000.00                     |
| 18)                    | Restoration                                     | 1                  | LSUM   | \$2,500.00 | \$2,500.00         | \$3,500.00  | \$3,500.00                     | \$7,500.00 | \$7,500.00                     | \$5,000.00  | \$5,000.00                      |
| 19)                    | Sign, Remove and Reset                          | 2                  | EACH   | \$200.00   | \$400.00           | \$100.00    | \$200.00                       | \$150.00   | \$300.00                       | \$456.75    | \$913.50                        |
| 20)                    | Sign, Rem                                       | 1                  | EACH   | \$100.00   | \$100.00           | \$51.00     | \$51.00                        | \$150.00   | \$150.00                       | \$203.00    | \$203.00                        |
| 21)                    | Light Pole Relocation                           | 2                  | EACH   | \$4,000.00 | \$8,000.00         | \$3,000.00  | \$6,000.00                     | \$3,600.00 | \$7,200.00                     | \$8,688.40  | \$17,376.80                     |
| 22)                    | Pavt Mrkg, Thermopl, 18 inch, Stop Bar          | 40                 | FOOT   | \$20.00    | \$800.00           | \$10.00     | \$400.00                       | \$11.00    | \$440.00                       | \$5.08      | \$203.20 <sup>1</sup>           |
| 23)                    | Pavt Mrkg, Thermopl, 4 inch, White              | 78                 | FOOT   | \$5.00     | \$390.00           | \$3.00      | \$234.00                       | \$4.00     | \$312.00                       | \$0.76      | \$59.28 <sup>1</sup>            |
| 24)                    | Pavt Mrkg, Thermopl, 4 inch, Yellow             | 200                | FOOT   | \$5.00     | \$1,000.00         | \$3.00      | \$600.00                       | \$4.00     | \$800.00 <sup>1</sup>          | \$1.02      | \$204.00 <sup>1</sup>           |
| 25)                    | Pavt Mrkg, Thermopl, 6 inch, Crosswalk          | 35                 | FOOT   | \$5.00     | \$175.00           | \$4.00      | \$140.00                       | \$4.00     | \$140.00                       | \$2.54      | \$88.90 <sup>1</sup>            |
| 26)                    | Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym | 1                  | EACH   | \$200.00   | \$200.00           | \$160.00    | \$160.00                       | \$200.00   | \$200.00                       | \$253.75    | \$253.75                        |
| 27)                    | Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym | 1                  | EACH   | \$200.00   | \$200.00           | \$160.00    | \$160.00                       | \$200.00   | \$200.00                       | \$253.75    | \$253.75                        |
| 28)                    | Sign, Type A, Permanent                         | 12                 | SFT    | \$75.00    | \$900.00           | \$25.00     | \$300.00                       | \$20.00    | \$240.00                       | \$35.53     | \$426.36 <sup>1</sup>           |
| 29)                    | Crew Days                                       | 640                | \$/day | 12.0       | \$7,680.00         | 20.0        | \$12,800.00                    | 10.0       | \$6,400.00                     | 22.0        | \$14,080.00 <sup>1</sup>        |
| TOTAL Base Bid:        |   |                    |        |            | <u>\$77,890.00</u> |             | <u>\$78,010.00<sup>3</sup></u> |            | <u>\$85,592.00<sup>3</sup></u> |             | <u>\$166,874.84<sup>3</sup></u> |

|                             |   |     |        |            |                    |             |                    |            |                                 |             |                                   |
|-----------------------------|---|-----|--------|------------|--------------------|-------------|--------------------|------------|---------------------------------|-------------|-----------------------------------|
| <b>Alternate Design Bid</b> |   |     |        |            |                    |             |                    |            |                                 |             |                                   |
| 1)                          | Mobilization, Max. 10%                          | 1   | LSUM   | \$7,500.00 | \$7,500.00         | \$6,500.00  | \$6,500.00         | \$7,000.00 | \$7,000.00                      | \$18,500.00 | \$18,500.00                       |
| 2)                          | Digital Video Recorded Survey                   | 1   | LSUM   | \$1,500.00 | \$1,500.00         | \$400.00    | \$400.00           | \$1,200.00 | \$1,200.00                      | \$20,000.00 | \$20,000.00                       |
| 3)                          | Traffic Control                                 | 1   | LSUM   | \$4,000.00 | \$4,000.00         | \$6,600.00  | \$6,600.00         | \$6,000.00 | \$6,000.00                      | \$25,000.00 | \$25,000.00                       |
| 4)                          | Erosion Control                                 | 1   | LSUM   | \$1,000.00 | \$1,000.00         | \$400.00    | \$400.00           | \$2,000.00 | \$2,000.00                      | \$1,000.00  | \$1,000.00                        |
| 5)                          | Pavt, Rem                                       | 190 | SYD    | \$15.00    | \$2,850.00         | \$25.00     | \$4,750.00         | \$25.00    | \$4,750.00                      | \$41.00     | \$7,790.00                        |
| 6)                          | Sidewalk, Rem                                   | 50  | SYD    | \$24.00    | \$1,200.00         | \$9.00      | \$450.00           | \$13.00    | \$650.00                        | \$2.10      | \$105.00                          |
| 7)                          | Curb and Gutter, Rem                            | 150 | FOOT   | \$12.00    | \$1,800.00         | \$5.00      | \$750.00           | \$18.00    | \$2,700.00                      | \$4.10      | \$615.00                          |
| 8)                          | Earthwork                                       | 1   | LSUM   | \$5,500.00 | \$5,500.00         | \$12,611.00 | \$12,611.00        | \$9,000.00 | \$9,000.00                      | \$35,000.00 | \$35,000.00                       |
| 9)                          | Subgrade Undercutting, Type II                  | 35  | CYD    | \$60.00    | \$2,100.00         | \$25.00     | \$875.00           | \$40.00    | \$1,400.00                      | \$45.00     | \$1,575.00                        |
| 10)                         | Aggregate Base, 21AA, Limestone, 8" (Drive)     | 300 | SYD    | \$21.00    | \$6,300.00         | \$14.00     | \$4,200.00         | \$22.00    | \$6,600.00                      | \$35.00     | \$10,500.00                       |
| 11)                         | Aggregate Base, 21AA, Limestone, 6" (Walk)      | 60  | SYD    | \$18.00    | \$1,080.00         | \$11.00     | \$660.00           | \$16.00    | \$960.00                        | \$45.00     | \$2,700.00                        |
| 12)                         | HMA, 13A  | 70  | TON    | \$175.00   | \$12,250.00        | \$145.00    | \$10,150.00        | \$175.00   | \$12,250.00                     | \$200.00    | \$14,000.00 <sup>1</sup>          |
| 13)                         | Curb and Gutter, Conc, Type F4                  | 125 | FOOT   | \$36.00    | \$4,500.00         | \$30.00     | \$3,750.00         | \$28.00    | \$3,500.00                      | \$31.97     | \$3,996.25 <sup>1</sup>           |
| 14)                         | Sidewalk Ramp, ADA, Conc, 6"                    | 160 | SFT    | \$15.00    | \$2,400.00         | \$15.00     | \$2,400.00         | \$10.00    | \$1,600.00                      | \$7.46      | \$1,193.60 <sup>1</sup>           |
| 15)                         | Sidewalk, Conc, 4"                              | 155 | SFT    | \$9.00     | \$1,395.00         | \$7.00      | \$1,085.00         | \$10.00    | \$1,550.00                      | \$5.33      | \$826.15 <sup>1</sup>             |
| 16)                         | Sidewalk, Conc 8"                               | 170 | SFT    | \$16.00    | \$2,720.00         | \$9.00      | \$1,530.00         | \$18.00    | \$3,060.00                      | \$8.53      | \$1,450.10 <sup>1</sup>           |
| 17)                         | Hydrant Relocation                              | 1   | EACH   | \$6,000.00 | \$6,000.00         | \$7,350.00  | \$7,350.00         | \$8,000.00 | \$8,000.00                      | \$10,000.00 | \$10,000.00                       |
| 18)                         | Restoration                                     | 1   | LSUM   | \$2,500.00 | \$2,500.00         | \$3,500.00  | \$3,500.00         | \$8,000.00 | \$8,000.00                      | \$4,500.00  | \$4,500.00                        |
| 19)                         | Sign, Remove and Reset                          | 2   | EACH   | \$200.00   | \$400.00           | \$100.00    | \$200.00           | \$150.00   | \$300.00                        | \$456.75    | \$913.50                          |
| 20)                         | Sign, Rem                                       | 1   | EACH   | \$100.00   | \$100.00           | \$45.00     | \$45.00            | \$150.00   | \$150.00                        | \$203.00    | \$203.00                          |
| 21)                         | Light Pole Relocation                           | 2   | EACH   | \$4,000.00 | \$8,000.00         | \$3,000.00  | \$6,000.00         | \$9,000.00 | \$18,000.00                     | \$8,688.40  | \$17,376.80                       |
| 22)                         | Pavt Mrkg, Thermopl, 18 inch, Stop Bar          | 40  | FOOT   | \$20.00    | \$800.00           | \$10.00     | \$400.00           | \$11.00    | \$440.00                        | \$5.08      | \$203.20 <sup>1</sup>             |
| 23)                         | Pavt Mrkg, Thermopl, 4 inch, White              | 78  | FOOT   | \$5.00     | \$390.00           | \$3.00      | \$234.00           | \$4.00     | \$312.00                        | \$0.76      | \$59.28 <sup>1</sup>              |
| 24)                         | Pavt Mrkg, Thermopl, 4 inch, Yellow             | 200 | FOOT   | \$5.00     | \$1,000.00         | \$3.00      | \$600.00           | \$4.00     | \$800.00 <sup>1</sup>           | \$1.02      | \$204.00 <sup>1</sup>             |
| 25)                         | Pavt Mrkg, Thermopl, 6 inch, Crosswalk          | 35  | FOOT   | \$5.00     | \$175.00           | \$4.00      | \$140.00           | \$4.00     | \$140.00                        | \$2.54      | \$88.90 <sup>1</sup>              |
| 26)                         | Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym | 1   | EACH   | \$200.00   | \$200.00           | \$160.00    | \$160.00           | \$200.00   | \$200.00                        | \$253.75    | \$253.75                          |
| 27)                         | Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym | 1   | EACH   | \$200.00   | \$200.00           | \$160.00    | \$160.00           | \$200.00   | \$200.00                        | \$253.75    | \$253.75                          |
| 28)                         | Sign, Type A, Permanent                         | 12  | SFT    | \$75.00    | \$900.00           | \$25.00     | \$300.00           | \$20.00    | \$240.00                        | \$35.53     | \$426.36 <sup>1</sup>             |
| 29)                         | Crew Days                                       | 640 | \$/day | 14.0       | \$8,960.00         | 20.0        | \$12,800.00        | 13.0       | \$8,320.00                      | 25.0        | \$16,000.00 <sup>1</sup>          |
| TOTAL Alternate Bid:        |   |     |        |            | <u>\$87,720.00</u> |             | <u>\$89,000.00</u> |            | <u>\$109,322.00<sup>3</sup></u> |             | <u>\$194,733.64<sup>2,3</sup></u> |

**CORRECTIONS**

- <sup>1</sup> Bidder's summation error was corrected.
- <sup>2</sup> Bidder's multiplication error was corrected.
- <sup>3</sup> Bidder's total was adjusted to reflect correction(s).

**BID**  
**for**  
**Public Library Entrance Drive Widening**

Bid of \_\_\_\_\_ hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as Nagle Paving Company \*.

Insert as applicable: "a corporation", "a partnership" or "an individual".

TO THE CITY OF NOVI, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Advertisement for Bids, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder of its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

| Addendum No. | Addendum Date |
|--------------|---------------|
| 1            | 4-15-16       |
| _____        | _____         |
| _____        | _____         |

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified. The City will either choose the Base Design option or Alternate Design option, at the sole discretion of the City. Both tables should be completed in their entirety by the Contractor, assuming that only one option will be chosen by the City prior to award of the Contract.

The Bidder agrees to complete the Project for the following unit prices, for either the Base Design option or Alternate Design option:



**BASE DESIGN BID:**

| Item | Description                                 |     | Unit Cost               | Amount             |
|------|---|-----|-------------------------|--------------------|
| 1    | Mobilization, Max. 10%                      | 1   | LSUM \$ <u>7,500.00</u> | \$ <u>7,500.00</u> |
| 2    | Digital Video Recorded Survey               | 1   | LSUM \$ <u>1,500.00</u> | \$ <u>1,500.00</u> |
| 3    | Traffic Control                             | 1   | LSUM \$ <u>3,500.00</u> | \$ <u>3,500.00</u> |
| 4    | Erosion Control                             | 1   | LSUM \$ <u>1,000.00</u> | \$ <u>1,000.00</u> |
| 5    | Pavt, Rem                                   | 90  | SYD \$ <u>15.00</u>     | \$ <u>1,350.00</u> |
| 6    | Sidewalk, Rem                               | 50  | SYD \$ <u>24.00</u>     | \$ <u>1,200.00</u> |
| 7    | Curb and Gutter, Rem                        | 150 | FOOT \$ <u>12.00</u>    | \$ <u>1,800.00</u> |
| 8    | Earthwork                                   | 1   | LSUM \$ <u>5,500.00</u> | \$ <u>5,500.00</u> |
| 9    | Subgrade Undercutting, Type II              | 25  | CYD \$ <u>60.00</u>     | \$ <u>1,500.00</u> |
| 10   | Aggregate Base, 21AA, Limestone, 8" (Drive) | 200 | SYD \$ <u>21.00</u>     | \$ <u>4,200.00</u> |
| 11   | Aggregate Base, 21AA, Limestone, 6" (Walk)  | 60  | SYD \$ <u>18.00</u>     | \$ <u>1,080.00</u> |
| 12   | HMA, 13A                                    | 48  | TON \$ <u>175.00</u>    | \$ <u>8,400.00</u> |
| 13   | Curb and Gutter, Conc, Type F4              | 125 | FOOT \$ <u>36.00</u>    | \$ <u>4,500.00</u> |
| 14   | Sidewalk Ramp, ADA, Conc, 6"                | 160 | SFT \$ <u>15.00</u>     | \$ <u>2,400.00</u> |
| 15   | Sidewalk, Conc, 4"                          | 155 | SFT \$ <u>9.00</u>      | \$ <u>1,395.00</u> |
| 16   | Sidewalk, Conc, 8"                          | 170 | SFT \$ <u>16.00</u>     | \$ <u>2,720.00</u> |
| 17   | Hydrant Relocation                          | 1   | EACH \$ <u>6,000.00</u> | \$ <u>6,000.00</u> |
| 18   | Restoration                                 | 1   | LSUM \$ <u>2,500.00</u> | \$ <u>2,500.00</u> |
| 19   | Sign, Remove and Reset                      | 2   | EACH \$ <u>200.00</u>   | \$ <u>400.00</u>   |
| 20   | Sign, Rem                                   | 1   | EACH \$ <u>100.00</u>   | \$ <u>100.00</u>   |
| 21   | Light Pole Relocation                       | 2   | EACH \$ <u>4,000.00</u> | \$ <u>8,000.00</u> |
| 22   | Pavt Mrkg, Thermopl, 18 inch, Stop Bar      | 40  | FOOT \$ <u>20.00</u>    | \$ <u>800.00</u>   |



| Item | Description                                     |           |       | Unit Cost        | Amount             |
|------|---|-----------|-------|------------------|--------------------|
| 23   | Pavt Mrkg, Thermopl, 4 inch, White              | 78        | FOOT  | \$ <u>5.00</u>   | \$ <u>390.00</u>   |
| 24   | Pavt Mrkg, Thermopl, 4 inch, Yellow             | 200       | FOOT  | \$ <u>5.00</u>   | \$ <u>1,000.00</u> |
| 25   | Pavt Mrkg, Thermopl, 6 inch, Crosswalk          | 35        | FOOT  | \$ <u>5.00</u>   | \$ <u>175.00</u>   |
| 26   | Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym | 1         | EACH  | \$ <u>200.00</u> | \$ <u>200.00</u>   |
| 27   | Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym | 1         | EACH  | \$ <u>200.00</u> | \$ <u>200.00</u>   |
| 28   | Sign, Type A, Permanent                         | 12        | SFT   | \$ <u>75.00</u>  | \$ <u>900.00</u>   |
| 29   | Crew Days                                       | <u>12</u> | CDAYS | \$ <u>640.00</u> | \$ <u>7680.00</u>  |

Total Base Bid Amount:

\$ 77,890.00**ALTERNATE DESIGN BID:**

| Item | Description                                 |     |      | Unit Cost                    | Amount             |
|------|---|-----|------|------------------------------|--------------------|
| 1    | Mobilization, Max. 10%                      | 1   | LSUM | \$ <u>7500.00</u>            | \$ <u>7500.00</u>  |
| 2    | Digital Video Recorded Survey               | 1   | LSUM | \$ <u>1500.00</u>            | \$ <u>1500.00</u>  |
| 3    | Traffic Control                             | 1   | LSUM | \$ <u>4000.00</u>            | \$ <u>4000.00</u>  |
| 4    | Erosion Control                             | 1   | LSUM | \$ <u>1000.00</u>            | \$ <u>1000.00</u>  |
| 5    | Pavt, Rem                                   | 190 | SYD  | \$ <u>15.00</u>              | \$ <u>2850.00</u>  |
| 6    | Sidewalk, Rem                               | 50  | SYD  | \$ <u>24<sup>hr</sup>.00</u> | \$ <u>1,200.00</u> |
| 7    | Curb and Gutter, Rem                        | 150 | FOOT | \$ <u>12.00</u>              | \$ <u>1,800.00</u> |
| 8    | Earthwork                                   | 1   | LSUM | \$ <u>5,500.00</u>           | \$ <u>5,500.00</u> |
| 9    | Subgrade Undercutting, Type II              | 35  | CYD  | \$ <u>60.00</u>              | \$ <u>2,100.00</u> |
| 10   | Aggregate Base, 21AA, Limestone, 8" (Drive) | 300 | SYD  | \$ <u>21.00</u>              | \$ <u>6,300.00</u> |
| 11   | Aggregate Base, 21AA, Limestone, 6" (Walk)  | 60  | SYD  | \$ <u>18.00</u>              | \$ <u>1,080.00</u> |



| Item | Description                                     |           |       | Unit Cost          | Amount              |
|------|---|-----------|-------|--------------------|---------------------|
| 12   | HMA, 13A  | 70        | TON   | \$ <u>175.00</u>   | \$ <u>12,250.00</u> |
| 13   | Curb and Gutter, Conc, Type F4                  | 125       | FOOT  | \$ <u>36.00</u>    | \$ <u>4,500.00</u>  |
| 14   | Sidewalk Ramp, ADA, Conc, 6"                    | 160       | SFT   | \$ <u>15.00</u>    | \$ <u>2,400.00</u>  |
| 15   | Sidewalk, Conc, 4"                              | 155       | SFT   | \$ <u>9.00</u>     | \$ <u>1,395.00</u>  |
| 16   | Sidewalk, Conc 8"                               | 170       | SFT   | \$ <u>16.00</u>    | \$ <u>2,720.00</u>  |
| 17   | Hydrant Relocation                              | 1         | EACH  | \$ <u>6,000.00</u> | \$ <u>6,000.00</u>  |
| 18   | Restoration                                     | 1         | LSUM  | \$ <u>2,500.00</u> | \$ <u>2,500.00</u>  |
| 19   | Sign, Remove and Reset                          | 2         | EACH  | \$ <u>200.00</u>   | \$ <u>400.00</u>    |
| 20   | Sign, Rem                                       | 1         | EACH  | \$ <u>100.00</u>   | \$ <u>100.00</u>    |
| 21   | Light Pole Relocation                           | 2         | EACH  | \$ <u>4,000.00</u> | \$ <u>8,000.00</u>  |
| 22   | Pavt Mrkg, Thermopl, 18 inch, Stop Bar          | 40        | FOOT  | \$ <u>20.00</u>    | \$ <u>800.00</u>    |
| 23   | Pavt Mrkg, Thermopl, 4 inch, White              | 78        | FOOT  | \$ <u>5.00</u>     | \$ <u>390.00</u>    |
| 24   | Pavt Mrkg, Thermopl, 4 inch, Yellow             | 200       | FOOT  | \$ <u>5.00</u>     | \$ <u>1000.00</u>   |
| 25   | Pavt Mrkg, Thermopl, 6 inch, Crosswalk          | 35        | FOOT  | \$ <u>5.00</u>     | \$ <u>175.00</u>    |
| 26   | Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym | 1         | EACH  | \$ <u>200.00</u>   | \$ <u>200.00</u>    |
| 27   | Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym | 1         | EACH  | \$ <u>200.00</u>   | \$ <u>200.00</u>    |
| 28   | Sign, Type A, Permanent                         | 12        | SFT   | \$ <u>75.00</u>    | \$ <u>900.00</u>    |
| 29   | Crew Days                                       | <u>14</u> | CDAYS | \$ 640.00          | \$ <u>8960.00</u>   |

Total Alternate Bid Amount:

\$ 87,720.00

If the foregoing Bid (base design option or alternate design option) shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. **The undersigned shall complete the Work associated with the Base Bid option to Substantial Completion within 18 calendar days, and to Final Completion, including restoration and all punch list items, within 25 calendar days. The undersigned shall complete the Work associated with the Alternate Bid option to Substantial Completion within 27 calendar days, and to Final Completion, including restoration and all punch list items, within 34 calendar days. The project timeline for the selected option after bid, will then be represented in the Agreement.**

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of NINE hundred dollars (\$900.00) per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on April 21, 2016  
Date\*

BY: *Brian Lead* Brian Lead  
Name of Bidder\*

39525 W. 13 mile, Road Suite 300  
Street\*

*Brian Lead*  
Signature

Novi, MI 48377  
City, State, ZIP\*

Brian Lead Estimator  
Name and Title of Signatory\*

248 553-0690  
Telephone Number\*

248 553-0669  
Facsimile Number\*

\*Typed or printed in ink.



### BIDDER'S QUALIFICATION AND EXPERIENCE STATEMENT

The OWNER will require supporting evidence regarding Bidder's Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below, which must be submitted with the sealed Bid at the time of Bid Opening. The Qualifications and Experience Statement must be typewritten and signed in ink.

A fill-in-the blank version of this form is available for your convenience on the City of Novi's website ([www.cityofnovi.org](http://www.cityofnovi.org)) under Forms & Permits/Public Services.

#### QUALIFICATIONS AND EXPERIENCE STATEMENT

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

Submitted to: City of Novi

Address: 45175 West Ten Mile Road, Novi, MI 48375

Submitted by: Nagle Paving Company

Name: Brian Leach

Address: 39525 W. 13 mile Road Suite 300, Novi, MI 48377

City, State, ZIP Novi, MI 48377

Telephone Number: 248 553-0600 Fax Number: 248 553-0669

Principal Office: \_\_\_\_\_

Corporation: S-CORP. Joint Venture: \_\_\_\_\_

Partnership: \_\_\_\_\_ Other: \_\_\_\_\_

Individual: \_\_\_\_\_

Name of Project: Novi Public Library Entrance Drive Widening

Type of Work (file separate form for each classification of work):

Earthwork: Nagle Paving: Nagle

Concrete: nagle Electrical: MAM

Other: \_\_\_\_\_ (Please Specify)



**Organization**

How many years has your organization been in business as a CONTRACTOR?

58

How many years has your organization been in business under its present business name?

58

Under what other business names has your organization operated? N/A

If your organization is a corporation, answer the following:

Date of Incorporation: FEB. 1958

State of Incorporation: MICHIGAN

President's Name: MIKE SAUTI

Vice President's Name: ROB NAGLE

Secretary's Name: ROB NAGLE

Treasurer's Name: ROB NAGLE

If your organization is a partnership, answer the following:

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Names of General Partners: \_\_\_\_\_

If your organization is individually owned, answer the following:

Date of Organization: \_\_\_\_\_

Name of OWNER: \_\_\_\_\_

If the form of your organization is other than those listed above, describe it and name the principals:



**Licensing**

List jurisdictional and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

N/A

List jurisdiction in which your organization's partnership or trade name is filed:

Michigan

**Experience**

List the categories of work that your organization normally performs with its own forces:

ASPHALT PAVING  
EARTHWORKS - GRADING  
CONCRETE CURB/GUTTER

On a separate sheet, list major construction projects your organization has in progress. List the name of project, owner, architect/engineer, contract amount, percent complete, and scheduled completion date.

On a separate sheet, list the major construction projects your organization has completed in the past five (5) years. List the name of the project, owner, architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization who would be employed in the Work.

**Claims and Suits**

If the answer to any of the questions below is yes, please attach details.

Has your organizations ever failed to complete any work awarded to it? No

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? No



Has the City of Novi filed a claim on any contract within the prior three years which asserted that your organization:

1) failed to perform as required by the contract?

YES  NO

2) completed contracted work in an untimely manner causing delays and interference;

YES  NO

3) lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;

YES  NO

4) exhibited poor quality of performance or completed work under the contract;

YES  NO

5) failed to comply with laws and ordinances relating to the contract performance;

YES  NO

6) defaulted on its quotations or prices;

YES  NO

**References**

| Entity                      | Contact Name  | Phone        |
|-----------------------------|---------------|--------------|
| <i>Trade References</i>     |               |              |
| 1. BARRETT PAVING MATERIALS | HERMAN BOBAK  | 734-483-4775 |
| 2. TROY AGGREGATE CARRIERS  | CHARLIE ROSE  | 586-446-9200 |
| 3. TRE-TORRI CONSTRUCTION   | MARIO ZONZINI | 248-476-6614 |
| <i>Bank References</i>      |               |              |
| 1. COMERICA BANK            | BOB BERTULLI  | 248-442-1605 |
| 2.                          |               |              |
| 3.                          |               |              |
| <i>Surety</i>               |               |              |
| WESTERN SURETY CO.          | TERRY GRIFFIN | 248-471-0970 |



Name of Bonding Company: WESTERN SURETY CO.

Name of Bonding Agent: VIC INSURANCE GROUP - TERRY GRIFFIN

Address of Bonding Agent: 37000 GRAND ZWER, STE. 150  
FARMINGTON HILLS, MI 48333

SUBMITTED on Apr. 21, 2016  
Date\*

BY: Nagle Paving Company  
Name of Bidder\*

[Signature]  
Signature

Brian Leach Estimator  
Name and Title of Signatory\*

\*Typed or printed in ink.

Brian Leach being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 21 day of April 2016

Notary Public: [Signature]

My Commission Expires: 8/10/20

**IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.**

**AMY PROVENCHER**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission Expires Aug. 10, 2020  
Acting in the County of Oakland



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## NAGLE PAVING COMPANY

39525 WEST 13 MILE RD.  
SUITE 300  
NOVI, MI 48377  
(248) 553-0600      FAX (248) 553-0669

### Current Projects

Project Name: Troy School District  
Owner: Troy School District  
Architect: TMP Architecture  
Contract Amount: \$1,815,842  
% Complete: 95%  
Scheduled Completion: May 2016

Project Name: Briar Hill Subdivision  
Owner: City of Farmington Hills  
Engineer: Testing Engineers & Consultants  
Contract Amount: \$1,455,767  
% Complete: 5%  
Scheduled Completion: October 2016

Project Name: Allied Commerce Center  
Owner: Livonia Estates Limited  
Engineer: Nowak & Fraus Engineers  
Contract Amount: \$5,161,226  
% Complete: 95%  
Scheduled Completion: June 2016

Project Name: Ford Fairlane Office Center  
Owner: Ford Motor Company  
Engineer: Soil and Materials Engineers  
Contract Amount: \$416,800  
% Complete: 5%  
Scheduled Completion: September 2016



ISO 9001:2000  
Registered OMS  
Registered Firm, Cert. # 00-1137

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## NAGLE PAVING COMPANY

39525 WEST 13 MILE RD.  
SUITE 300  
NOVI, MI 48377  
(248) 553-0600      FAX (248) 553-0669

### Completed Projects

Project Name: Ford Motor Company-Dearborn, MI (various sites)  
Owner: Ford Motor Company  
Engineer: Soil and Materials Engineers  
Contract Amount: Approx. \$10,000,000  
Completion Date: November 2015  
% Complete with own forces: 90%

Project Name: Woodbrook Subdivision  
Owner: City of Farmington Hills  
Engineer: Testing Engineers and Consultants  
Contract Amount: \$1,030,643  
Completion Date: November 2015  
% Complete with own forces: 95%

Project Name: US Park and Airline Parking  
Owner: Romulus Investments, LLC  
Engineer:  
Contract Amount: \$1,897,758  
Completion Date: October 2015  
% Complete with own forces: 100%



STATE OF MICHIGAN  
DEPARTMENT OF LICENSING  
AND REGULATORY AFFAIRS  
P.O. BOX 30018  
LANSING, MI 48909-7518

M210515 001 R -0265

Please tell us about your licensing experience by completing our anonymous customer survey at: [www.michigan.gov/larasurvey](http://www.michigan.gov/larasurvey)

STATE OF MICHIGAN-DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPS, SECURITIES & COMM LIC BUR  
RESIDENTIAL BUILDER COMPANY  
LICENSE

Q.O. - MARK WILLIAM SANTI  
NAGLE PAVING COMPANY  
39525 WEST 13 MILE ROAD  
SUITE 300  
NOVI MI 48377

| PERMANENT I.D. NO. | EXPIRATION DATE | AUDIT NO |
|--------------------|-----------------|----------|
| 2102185838         | 05/31/2017      | 2809375  |

NAGLE PAVING COMPANY  
39525 WEST 13 MILE ROAD  
SUITE 300  
NOVI MI 48377

Complaint Information

The issuance of this license or permit should not be construed as a waiver or dismissal of any complaints or violations pending against the licensee, its agents, employees or qualifying officer.

**Inquiries Regarding this License**  
Please provide your license number on all correspondence, and when contacting the Department.

[www.michigan.gov/commerciallicensing](http://www.michigan.gov/commerciallicensing)

Corporation, Securities & Commercial Licensing Bureau  
Department of Licensing and Regulatory Affairs  
P.O. Box 30018  
Lansing, MI 48909

(517) 241-9288

RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

L261115

RESIDENTIAL BUILDER COMPANY  
LICENSE

- Q. O. - MARK WILLIAM SANTI INDV#: 2101137547

NAGLE PAVING COMPANY  
39525 WEST 13 MILE ROAD  
SUITE 300  
NOVI MI 48377

PERMANENT I.D. NO.  
2102185838

EXPIRATION DATE  
05/31/2017

AUDIT NO  
2809375

THIS DOCUMENT IS DULY ISSUED  
UNDER THE LAWS OF THE STATE  
OF MICHIGAN

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## **NAGLE PAVING COMPANY**

39525 WEST 13 MILE RD.  
SUITE 300  
NOVI, MI 48377  
(248) 553-0600      FAX (248) 553-0669

### **Construction Experience of Nagle Paving's key office personnel and field supervisors:**

Michael Santi, President  
39 years

Robert Nagle, Vice President  
24 years

James Oliver, Vice President  
34 years

Lawrence Brennan, Vice President  
32 years

Bruce Coleman, Field Supervisor  
22 years

Rob Wilson, Project Engineer  
13 years

Dave Sybert, Project Engineer  
20 years

Brian Leach  
15 years



ISO 9001:2000  
Registered QMS  
Registered Firm, Cert. # 00-1137

# CNA INSURANCE COMPANIES

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Nagle Paving Company, 39525 West 13 Mile Road, Novi, MI 48377

Principal, and Western Surety Company, One Towne Square, Suite 1075, Southfield, MI 48076

Surety, are held and firmly bound unto City of Novi, 45175 West Ten Mile Road, Novi, MI 48375

Obligee, in the sum of Five Percent of Accompanying Bid -----

Dollars (\$ 5% ) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Novi Public Library Entrance Drive Widening

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated April 21st, 2016

Nagle Paving Company

by



(Principal)

(Seal)

Western Surety Company

by



Susan L. Small, Attorney-in-Fact

(Surety)

G-23054-C

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**CNA**

For All the Commitments You Make

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steven K Brandon, T J Griffin, William A Pirret, John L Budde, Terence J Griffin, Susan L Small, Patrick Williams, Individually**

of Farmington Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2015.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

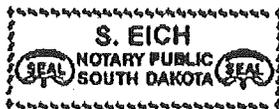
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



*S. Eich*

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of April, 2016.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary