

CITY of NOVI CITY COUNCIL Agenda Item 2 May 20, 2019

SUBJECT: Approval to award a construction contract for the Lakeshore Park renovation project to DeMaria Building Company, Inc., the lowest qualified bidder with the most advantageous bid for the City, in the amount of \$4,820,400 and amend the budget for a total project cost of \$5,866,242 with the final form of the agreement to be reviewed and approved by the City Manager and City Attorney.

SUBMITTING DEPARTMENT: Integrated Solutions – Facilities Management Parks, Recreation, and Cultural Services

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 5,866,242
AMOUNT BUDGETED	\$ 4,615,486
APPROPRIATION REQUIRED	\$ 1,250,756
LINE ITEM NUMBER	400-691.00-977.013

BACKGROUND INFORMATION:

The Capital Improvement Millage, supported by the public via a general election in 2016, outlined a need for improvements to City facilities including Lakeshore Park. City staff gathered feedback from the community using several methods including two, well attended, Lakeshore Park forums. In June of 2018, the City Council approved a park design that included the construction of an approximately 6,200 square foot building to support a myriad of programs on the north side of the City. Following this approval staff continued to update the design to incorporate citizen feedback. Additionally, staff met onsite with neighboring residents and walked the east and west borders of the park to identify further screening in those areas.

The City received nine (9) bids in response to its advertisement on the Michigan Intergovernmental Trade Network (MITN). As with any construction project, it is important to evaluate the firms on their ability to successfully perform all aspects of the required work. Due to the uniqueness of the Lakeshore project, it is also important to consider some additional criteria:

- The level of customer service provided by the onsite construction supervisor is important in assuring that if an issue impacting the neighboring citizens comes to his or her attention that it is handled in a timely and professional manner.
- City of Novi staff interacts with numerous construction firms. Those past experiences, both positive and negative, were taken into consideration when evaluating a firm's ability to perform within the scope of this project.
- One of the major components of this project is the ability to mobilize and begin this project the first week of June and be substantially complete by December 1st in order to minimize the time that the park is closed during this project.

- The review team felt that is was important that the firm selected had a familiarity with Lakeshore Park and an understanding of what the citizens and the City of Novi were trying to achieve by this project.
- The ability of the selected firm to control costs and suggest additional ways in which the city could save money on this project. (Value Engineering, or VE)

The team interviewed the top four firms and conclude that DeMaria Building Company, Inc. was the most qualified to complete this project. They excelled in every area evaluated including the use of construction management software for project efficiency and accountability. Additionally, DeMaria brought forth several VE items for the City's consideration. The most potentially useful suggestion was an optional lighting solution that incorporated the ability to reduce the illumination of the park lights after 9 pm. These advanced lighting controls will provide additional flexibility to dim the park lighting canopy.

Knowing that the park lighting was a concern for citizens living near the park we have taken additional steps beyond the incorporation of an advanced lighting control system. We have added a seven (7) inch skirt option to each light. When you combine this with the low profile LED bulb you achieve a solution in which the bulb is contained within the skirting of the light fixture. This produces a smaller or tighter plume of light. The attached photometric plan demonstrates that this combination achieves a 0.0 measurement of light, in 98% of the data points, where the park borders the residential property. The remaining data points, bordering the residential property, are no higher than 0.1. The photometric plan does not take into consideration the additional screening (landscaping) that was incorporated into the plan. The team met with residents on both the east and west sides of the park to hear and address their screening concerns. The current plan incorporates screening solutions that resulted from those meetings. We believe that this multi-pronged approach will mitigate the lighting concerns.

While there were firms that submitted lower bids, DeMaria was qualified in every area and the team concluded upon full review that overall its bid is the most advantageous to the City.

Project Award Breakdown

\$4,820,400Construction Award DeMaria Building Company, Inc.\$1,045,842Construction Contingency and Soft Costs

\$5,866,242 Total Project Scope

RECOMMENDED ACTION:

Approval to award a construction contract for the Lakeshore Park renovation project to DeMaria Building Company, Inc., the lowest qualified bidder with the most advantageous bid for the City, in the amount of \$4,820,400 and amend the budget for a total project cost of \$5,866,242 with the final form of the agreement to be reviewed and approved by the City Manager and City Attorney.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the Lakeshore Park Renovation Project is authorized:

	INCREASE (DECREASE)
Capital Improvement Program (CIP) Fo	und
APPROPRIATIONS	
Capital Outlay	1,250,756
TOTAL APPROPRIATIONS	\$ 1,250,756
Net Increase (Decrease) to Fund Balance	\$ (1,250,756)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on May 20, 2019

Cortney Hanson City Clerk









Lakeshore Park Building NSA Project No. 216409.00







TYPE SA AND SB





TYPE M



BIKE PARKING GRASS

TYPE F2









Project Title: Lakeshore Park

601 South Lake Drive Novi, MI 48377

annad Datas	
ssued Date:	Issue
04-01-2019	BIDS
04-10-2019	ADD
04-30-2019	PER
05-15-2019	FINAL
	APPR

ued for: S/PERMITS DENDUM #1 RMITS AL SITE PLAN PROVAL

Drawn: KS, BW	Designed: BW
Checked: DS	Approved: RB
CAD Drawing File: Copyright Ĉ 2019 NSA Architects, Engin	File Name neers, Planners
Project Number:	216409.00

PE-10 Sheet Number

⁺0.0

CITY OF NOVI Lakeshore Park Bid Tab "As Read" April 26, 2019 2:00 P.M.

This tabulation reflects submittal data by the following companies which have not been evaluated for accuracy of information. Final decision for award will be determined once the evaluation has been completed.

Company	Bid Bond	Addenda (3)	Base Bid
Cross Renovation	Y	Y	\$ 4,647,777.00
Axiom Construction	Y	Y	\$ 4,650,000.00
LaSalle Group	Y	Y	\$ 5,000,000.00
DeMaria, Inc.	Y	Y	\$ 5,034,900.00
NRC, LLC	Y	Y	\$ 5,047,000.00
Brix Corporation	Y	Y	\$ 5,280,000.00
DCC Construction	Y	Y	\$ 5,284,000.00
Bernco Inc.	Y	Y	\$ 5,300,000.00
Brencal Contractors	Y	Y	\$ 5,695,000.00

DOCUMENT 004113 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

. 1

- A. Bidder: DeMaria, Inc.
- B. Project Name: Lakeshore Park.
- C. Project Location: 601 South Lake Drive, Novi, Michigan 48375.
- D. Owner: City of Novi.
- E. Architect: NSA Architects, Engineers, Planners.
- F. Architect Project Number: 216409.00.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by NSA Architects, Engineers, Planners and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. Five million, thirty four thousand, Nine handred Dollars (\$ 5,034,900).
 - 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. Two Hundred Fifty Five Thousand Dollars (\$ 255,000.00).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

NSA ARCHITECTS, ENGINEERS, PLANNERS Project No. 216409.00

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Concrete Work: To Be Submitted Upon Award
 - 2. Carpentry Work: ______
 - 3. Masonry Work: ______.
 - 4. Roofing Work:
 - 5. Plumbing Work: ______
 - 6. HVAC Work: ______.
 - 7. Electrical Work:

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within <Insert number> calendar days.

338 Days

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 4/10/19
 - 2. Addendum No. 2, dated 4/18/19
 - 3. Addendum No. 3, dated 4/25/19
 - 4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement Alternates. Removed Per Addendum 3
 - 2. Bid Form Supplement Unit Prices.
 - 3. Bid Form Supplement Allowances.
 - 4. Bid Form Supplement Bid Bond Form (AIA Document A310).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Michigan, City of Novi, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

NSA ARCHITECTS, ENGINEERS, PLANNERS Project No. 216409.00

1.9	SUBMISSION OF BID
Α.	Respectfully submitted this 26th day of April , 2019.
B.	Submitted By: DeMaria, Inc (Name of bidding firm or corporation).
C.	Authorized Signature: Anthony DeMaria (Handwritten signature).
D.	Signed By: Anthony DeMaria (Type or print name).
E.	Title: President (Owner/Partner/President/Vice President).
F.	Witness By: Jennifer Michael Mu (Handwritten signature).
G.	Attest: Calkony DeMaria (Handwritten signature).
H.	By: Anthony DeMaria (Type or print name).
I.	Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).
J.	Street Address: 45500 Grand River Ave
К.	City, State, Zip: Novi, MI 48374
L.	Phone: (248) 348-8710
M.	License No.: 2102017583
N.	Federal ID No.: 381915034 (Affix Corporate Seal Here).
	Federal ID No.: 381915034 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

MICHIGA

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: DeMaria, Inc.
- B. Project Name: Lakeshore Park and Recreation Center.
- C. Project Location: 601 South Lake Drive, Novi, Michigan 48375.
- D. Owner: City of Novi.
- E. Architect: NSA Architects, Engineers, Planners.
- F. Architect Project Number: 216409.00.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.
 - 1. Dollars (\$ 20/CY) per unit.
- B. Fill out Site and Building Unit Price Excel Spreadsheets included with the Bid Documents and submit them with the Bids.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 26th day of April , 2019.
- B. Submitted By: DeMaria, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature: Anthony De Maria (Handwritten signature).
- D. Signed By: Anthony DeMaria (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

4/1/2019 UNIT PRICES FORM

DOCUMENT 004321 - ALLOWANCE FORM

1.1 **BID INFORMATION**

- A. Bidder: DeMaria, Inc.
- B. Project Name: Lakeshore Park and Community Center.
- C. Project Location: 601 South Lake Drive, Novi, MI 48375.
- D. Owner: City of Novi.
- E. Architect: NSA Architects, Engineers, Planners.
- F. Architect Project Number: 216409.00.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

A. R	espectfully submitted this	26th	day of	April	, 2019.
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- B. Submitted By: DeMaria, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature: Anthony De Maria (Handwritten signature).
- D. Signed By: Anthony DeMaria (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

ore Park Novi uth Lake Drive, Novi MI 48377 B DESCRIPTION OF WORK Requirements	С	D	E	A	Bidding Genera RCHITECT'S P		DeMaria 216404	
B DESCRIPTION OF WORK	с	D	E	A	RCHITECT'S P	ROJECT NO:	216404	
DESCRIPTION OF WORK	С	D	E					
DESCRIPTION OF WORK		D	L L	F	G	H	T	1
				r		n	1	SCHEDULED
Requirements								VALUE
Requirements								VALUE
Requirements								
								\$458,983
ion					0			\$30,595.00
e								\$292,203.00
y								\$562,545.00
								\$61,609.00
Plastics, and composites								\$581,094.00
l and Moisture protection								\$221,915.00
28								\$146,722.00
								\$205,099.00
ies								\$40,520.00
ent								\$3,923.00
ings								\$11,218.00
construction								\$147,205.00
opression								\$35,694.00
ng l								\$107,922.00
								\$134,619.00
a)								\$579,719.00
nications		Included Rough in						\$0.00
nic safety and security								\$0.00
ork								\$804,434.00
Improvements								\$608,881.00
								\$ 5,034,900
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-14



Design/Build Construction Managament General Contracting

4/26/19

City of Novi Lakeshore Park project Value Engineering Options

Attn: Brandon McCullough

- 1. Waive the ABAA Requirements regarding the 072726 Air barrier Deduct \$2,750.00
- 2. Eliminate specified pressure treatment (061516/2.3) to all 2" decking Deduct \$15,000
- 3. Use RediRock in lieu of Keystone (Used on DPW) retaining wall Add \$18,000.00
- 4. We have included the allowance for CCTVs, however we have NOT included any further security costs due to lack of information. (Per Jeff Branch, Security Corp).
- 5. Excludes asphalt stamping. Location and quantity not shown.
- 6. Excludes Cycle Grip green application. No bidders.
- 7. No fire pump for fire protection, assuming adequate supply.
- 8. If 2,000 CY of unsatisfactory soil removal and replace with satisfactory soils is not required. Deduct \$35,000
- 9. DeMaria has identified approximately \$250,000 in Value Engineering.

Aria LAKESHORE PARK									City of 601 South Lake D
Task Calendar	Task Name	Duration	Start	Finish	Float			2020	
None	Project Milestone Schedule	259 days	4/26/19	4/30/20	0 days	A M J J	A 3	ON DJF M	A 14
None	Bid Due	1 day	4/26/19			4/28			
None	Selection	15 days	4/29/19		0.06 days	4/29 100000 8/17			
None	Notice of Award	1 day	5/20/19			♦ 5/20			
None	Construction Documents issued	1 day	5/21/19			. 5/21			
None	Permitting Process	10 days				M22 (1997) 4/8			
None	Preconstruction Meeting	1 day	5/30/19		7.06 days	5/30 5/30			
None	Ground Breaking Ceremony	1 day	6/6/19		3.06 days	. 5/5			
None	Phase 1 Substantial Completion: Major Site Work South of New Building and Parking Lot (NLT 03/31/20)	0 days			166 days		÷ 8/6		
None	Phase 2 Substantial Completion: Remaining Work (Incl. New Bidg.) (NLT 12/01/19)	0 days	11/30/19	11/30/19	107 days			♦ 11/20	
None	Final Completion: Remaining Work (incl. New Bidg.) (NLT 04/30/20)	0 days	4/30/20	4/30/20	0 days				♦ 4/30
None	Subcontract Award	15 days	5/21/19	6/11/19	0.05 days				
None	Subcontract Award Site Demolition/ Utilities	5 days				\$/21 mm 5/28			
None	Subcontract Award Foundations/ Structure	5 days				5/21 mm 5/28			
None	Subcontract Award Underground MEP	10 days			15.06 days	5721 ESTIMATE 6/4			_
None	Subcontract Award Exterior Enclosure		5/21/19			5/21 granter 6/4			
None	Subcontract Award MEP Aboveground	10 days			59.06 days	8/25 gamente 6/4			
None	Subcontract Award Interiors Core and Shell	15 days			41 days	5/21 gamma W11			
None	Subcontract Award Interior Finishes, Site Improvements	15 days			51 days	8/21 (Section 6/11			
None	Subcontract Award Communications, Security	15 days	5/21/19	and the second s	55 days	6/11			
None	Approvals/ Material and Equipment Procurement (expedited)	45 days	6/5/19	8/7/19			-		
None	Procurement Sile Utilities	8 days	6/5/19			6/5 - 6/14			
None	Procurement Foundations/ Structure	25 days	6/5/19			8/5 7/10			
None	Procurement Underground MEP	20 days	6/5/19			8/5 7/2			
None	Procurement Exterior Enclosure	40 days		7/31/19			/31		
None	Procurement MEP Aboveground	30 days	6/5/19	7/17/19		8/5	10.0		
None	Procurement Interiors Core and Shell	40 days	6/12/19	8/7/19	41 days	6/12	■ 1 /7		
None	Procurement Interior Finishes, Site Improvements	40 days	6/12/19	6/7/19	51 days	6/12 page 10 p	B/7		
None	Procurement Communications, Security	40 daya	6/12/19	8/7/19	55 days	@12	8/7		
None	CONSTRUCTION	130 daya					1000		
None	SOUTH CONSTRUCTION PHASE 1	71 days	5/29/19		144 days				
None	PH 1 Mobilize	2 days	5/29/19		144 days	6/28 8 5/30			
None	PH 1 Temporary Signage / Temporary Access	3 daya	5/29/19	5/31/19	146 days	6/28 📷 6/31			
None	PH 1 Existing Conditions Survey	2 days	5/30/19	5/31/19	144 days	8/30 8 1/21			
None	PH 1 Layout / Barricading / Erosion Control	3 days	5/30/19		144 days	E/30 📷 6/3			
None	PH 1 Earthwork - Mobilize Equipment & Tools	1 day	6/4/19		144 days	6/4 1 6/4 6/5			
None	PH 1 Site Demolition	10 days	6/5/19		154 days				
None	PH 1 Haul off asphalt, base and any other spoils	10 days	6/5/19		144 days				
None	PH 1 Earth Moving / Site Utilities	15 daya	6/19/19		144 days	6/10 mmmana 7/10			
None	PH 1 New Pond		6/19/19	7/2/19	154 days	6/10 7/2			
None	PH 1 Sub Drainage / Piping	10 days	7/3/19		144 days	7/3 7/17			
None	PH 1 Aggregate Base	10 days	7/3/19		144 days	7/3 2000 7/17			
None	PH 1 Curbs and Gutters / Concrete / Rough Electrical	10 days	7/11/19		144 days	7/11 20000 7/24			
None	PH 1 Concrete Paving	10 days			144 days	7/18	8/28		
None	PH 1 New Pavilion Construction	20 days	8/1/19		149 days	W1	0/40		
None	PH 1 New Shed Construction	25 days	8/1/19	9/5/19	144 days	8/1	9/5		
	PH 1 Site Amenities (by owner)	25 days	8/1/19	9/5/19	144 days	8/1			
None	PH 1 Site Lighting	3 days	8/1/19	8/5/19	163 days	8/1 B			
None	PH 1 Asphalt Paving	5 days	8/1/19	8/7/19	154 days	8/1			
None	PH 1 Grass Pavers	5 days	8/1/19	8/7/19	156 days		B/12		
	PH 1 Pavement Markings and Signing	3 days	8/9/19		156 days		9		
None	PH 1 Preliminary Punchlist and Final Clean	4 days	8/9/19		156 days		6/22 mmm 9/5		
	PH 1 Landscaping and Restoration	10 days	8/22/19	9/5/19	144 days		and the second se		
None None	PH 1 Final Punchlist Inspection / Resolution	3 days	9/3/19	9/5/19	144 days		9/3 📷 9/5		
	PH 1 Final Completion - Owner Occupancy	1 day	9/8/19	9/6/19	144 days				

Datasta Novi							City o 601 South Lake	
Task Calendar	Task Keme	Duration	Stort	Finish	Fiont	Same?		2020
8 None	NORTH CONSTRUCTION PHASE 2	125 days	8/5/10	11/30/19	0 days	A	M J J A S O N	D J F I M I A I N
None	PH 2 Mobilization / Temp Barricades / Temp Protection	3 days	6/5/19		2.06 days		6/8 💣 6/7	
None	PH 2 Site Investigation / Condition Survey	2 days	6/6/19		2.06 days	-	8/6 8/7	
None	PH 2 Site Demolition		6/10/19		2.06 days		6/10 B 6/12	
None	PH 2 Site Clearing and Grubbing		6/10/19		2.06 days		6/10 2021	
None	PH 2 Site Utilities		6/17/19		2.06 days		4/17 page 7/0	
None	PH 2 Excavation / Foundations		6/26/19		0.06 days		8/26 - 7/24	
None	PH 2 Under Slab MEP		7/25/19		0.06 days		7/25	
None	PH 2 Prep for Slab	3 days	8/5/19		0.08 days		4/3 B 1/7	
None	PH 2 Slab On Grade	7 days	8/5/19		0.06 days		8/5 mm 8/13	
None	PH 2 Masonry		8/14/19		0.06 days		8/14 SV11	
None	PH 2 Roof Framing		9/12/19		0.06 days		8/12 mm 19/18	
None	PH 2 Roofing Systems			10/2/19	0.06 days		9/19 19/2	
None	PH 2 Exterior Enclosure			10/9/19	0.06 days		9/19 10/9	
None	PH 2 Exterior Doors and Windows		9/26/19		7 days		9/28 10/9	
6D 1-10hr Shift				10/18/19	0.25 days		10/18	
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				11/8/19	1.25 days		10/25 11/6	
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				11/8/19	3.25 days		10/28 11/6	
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6D 1-10hr Shift				11/21/19	0.25 days		11/16 💼 11/21	
6D 1-10hr Shift				11/21/19	0.25 days		11/16 📻 11/21	
6D 1-10hr Shift				11/18/19	4.25 days		• 11/16	
6D 1-10hr Shift				10/18/19	1.25 days		10/9 🚃 10/18	
6D 1-10hr Shift		10 days	10/18/19	10/28/19	1.25 days		10/18 10/28	
6D 1-10hr Shift		15 days	10/18/19	11/1/19	1.25 days		10/18	
6D 1-10hr Shift		15 days	11/1/19	11/15/19	1.25 days		11/1 - 11/15	
6D 1-10hr Shift	PH 2 Ornamental Fence	5 days	11/15/19	11/20/19	1.25 days	_	11/15 📷 11/20	
8D 1-10hr Shift		1 day	11/21/19	11/22/19	2.25 days		 11/2 	
6D 1-10hr Shift				11/29/19	0.25 days		11/21 🚃 1	
8D 1-10hr Shift				11/29/19	0.25 days		11/25 💼 1	
BD 1-10hr Shift				11/29/19	0.25 days		11/28 1	
8D 1-10hr Shift				11/30/19	0.25 days		11/20 ()*	1/30
Standard	PH 3 Final Completion and Project Close-out	14 days			0 days			
Standard	PH 3 All Landscaping			4/30/20	0 days			4/13
Standard	PH 3 Final Completion and Project Close-out			4/30/20	0 days			• 4/30
		o adyo						

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

DeMaria Building Company, Inc. 45500 Grand River Ave,Novi, MI 48374

as Principal, hereinafter called Principal, and

Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of **Massachusetts** as Surety, hereinafter called Surety, are held and firmly bound unto

City of Novi 45175 West Ten Mile Road,Novi, MI 48375

as Obligee, hereinafter called Obligee, in the sum of Five Percent of Accompanying Bid

Dollars (5% of Bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourseives, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Lakeshore Park

14

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 26th day of April	2019
	DeMaria Building Company, Inc.
Kenniger Michaltin -{	(Principal) (Seal)
	Anthony DeMaria (Title) President
	Liberty Mutual Insurance Company
Maria	(Surety) (Seal)
(Witness)	How Tichols
	(<i>Title</i>) Holly Nichols _{,Attorney in Fact}



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8198083-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Nicholas</u> Ashburn, Anne Barick; Robert D. Heuer; Paul M. Hurley; Michael D. Lechner, Mark Madden; Richard S. McGregor; Holly Nichols; Jason Rogers

all of the city of <u>Troy</u> state of <u>MI</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this __30th __day of __November__ , _2018_.

Liberty Mutual Insurance Company INSU INSUR INS The Ohio Casualty Insurance Company West American Insurance Company on any business day 1912 1919 1991 guarantees. a By: David M. Carey, Assistant Secretary State of PENNSYLVANIA County of MONTGOMERY SS credit 30th day of November , 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this Ð EST õ valu Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes letter therein contained by signing on behalf of the corporations by himself as a duly authorized officer. this Power of Attorney 9:00 am and 4:30 pm ual IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. loan, li residu COMMONWEALTH OF PENNSYLVANIA rate or I Notarial Seal By: Jeresa Pastella Teresa Pastella, Notary Public Teresa Pastella, Nolary Public K2F Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 mortgage, e, interest r nber, Pennsylvania Association of Notarie TRAY This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutua validity of th 0 between Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: for m rate, ARTICLE IV - OFFICERS: Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the Not valid currency President may prescribe, shall appoint such altorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety -8240 | any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such To confirm 1 -610-832-8 instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of April 2019 INSU INSUR INS 1991 1919 By:

Renee C. Llewellyn, Assistant Secretary