



CITY of NOVI CITY COUNCIL

**Agenda Item 6
August 14, 2017**

SUBJECT: Approval to award a construction contract for the Andes Hills Court Water Main Extension (Contract Special Assessment District 180) to Macomb Pipeline and Utilities Co., the low-bidder, in the amount of \$124,233, subject to completion of all requirements for the establishment of Special Assessment District 180, including receipt of all required signatures with regard to the SAD Agreement and finalization of the Special Assessment Roll by the City Assessor, and further subject to final review and approval of the form and agreement by the City Manager's office and the City Attorney.

SUBMITTING DEPARTMENT: Department of Public Services, Water and Sewer Division *ZLC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 124,233.00
AMOUNT BUDGETED	\$ 175,000.00
LINE ITEM NUMBER	592-592.00-976.037

BACKGROUND INFORMATION:

At the request of the Andes Hills Condominium, a Special Assessment District (SAD) was created for the purpose of financing the installation of a water main extension along Andes Hills Court. The project involves the extension of an 8-inch public water main from Taft Road to serve the eleven residents in the condominium (see attached location map). Resolution No. 1 was approved at the February 27, 2017 City Council meeting which authorizes the preparation of plans, specifications and a detailed cost estimate for the project.

The residents of the Andes Hills Condominium recently signed the attached *Agreement for the Financing of Water System Improvements and the Creation of Special Assessment on Property*. The execution of this agreement indicates all residents affected are in favor of the project and agree to the terms of the SAD. Since unanimous approval has been received, allowing for the creation of a Contract SAD, it avoids the need for the other steps involved with the traditional SAD process (Resolutions 2 through 5, and two public hearings).

A total of eight (8) bids were received and opened on August 2, 2017 following a public bid solicitation period. The lowest bidder is Macomb Pipeline and Utilities. Their bid is recommended as being in the best interest of the City as it is responsive (i.e., they have complied with all requirements of the bidding instructions) and it is the lowest price. (Spalding DeDecker's award recommendation letter including the bid tabulation dated August 3, 2017 is attached).

A summary of the eight bids is as follows:

Contractor	Base Bid (including Crew Days)*
Macomb Pipeline and Utilities	\$135,753.00
Joe Raica Excavating	\$138,818.50
Bidigare Contractors	\$154,237.00
Lawrence M. Clark	\$154,604.00
Springline Excavating	\$163,072.00
Fonson Company	\$187,910.00
Bricco Excavating	\$188,291.00
M-K Construction	\$253,814.01

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

It is anticipated that this project will be substantially complete this summer, with final completion including restoration in the fall.

RECOMMENDED ACTION: Approval to award a construction contract for the Andes Hills Court Water Main Extension (Contract Special Assessment District 180) to Macomb Pipeline and Utilities Co., the low-bidder, in the amount of \$124,233, subject to completion of all requirements for the establishment of Special Assessment District 180, including receipt of all required signatures with regard to the SAD Agreement and finalization of the Special Assessment Roll by the City Assessor, and further subject to final review and approval of the form and agreement by the City Manager's office and the City Attorney.

ANDES HILLS WATER MAIN SAD

Location Map



Map Author: Croy
Date: 8/4/17
Project: Andes Hills WM SAD
Version #: v4.0

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 = 125 feet



City of Novi

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

August 3, 2017

Mr. Benjamin Croy, PE, Water & Sewer Manager
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: **Recommendation for Award**
Andes Hills Court Water Main Extension
SDA Project No.: NV17-006

Dear Mr. Croy:

On August 2, 2017 at 2:00 p.m., construction bids were opened and publicly read at the City of Novi Civic Center for the Andes Hills Court Water Main Extension. The project includes placement water main with two hydrants along the north side of Andes Hills Court

The City Clerk's office received eight (8) sealed bids for this project, with each bidder considered to be responsive having submitted a bid compliant with all requirements. The apparent low bidder, Macomb Pipeline & Utilities Co., submitted a total bid of \$135,753.00. Following the bid opening, Spalding DeDecker reviewed all of the bids received, verified the calculations, and prepared the bid tabulation for the project (attached).

Based on a review of experience and references provided, Spalding DeDecker finds that Macomb Pipeline & Utilities Co. is qualified to perform the required construction.

It is our recommendation that the project be awarded to the low bidder, Macomb Pipeline & Utilities Co, for the Andes Hills Court Water Main Extension in the amount of \$124,233.00, which is the total bid of \$135,753.00 minus \$11,520 for crew days bid.

Upon award by the City Council, our office will coordinate the completion of the Contract Agreement, Bonds, and Insurance information with Macomb Pipeline & Utilities Co.

Very Truly Yours,
SPALDING DEDECKER



David E. Richmond, PE
Project Manager

Encl: Bid Tabulation

**BID TABULATION - ANDES HILLS COURT WATER MAIN SAD
CITY OF NOVI**

8 Bids received, opened 08/02/17

Project No. NV17006
By: BLA
Reviewed: DER

BASE BID				Macomb Pipeline & Utilities Co.		Joe Raica Excavating Inc.		Bidigare Contractors, Inc.	
No		QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)	UNIT PRICE (\$)	AMOUNT (\$)	UNIT PRICE (\$)	AMOUNT (\$)
1	Bonds, Insurance & Mobilization (5% max)	1	LS	\$6,750.00	6,750.00	\$6,610.00	6,610.00	\$5,000.00	5,000.00
2	Pre Construction Audio/Visual DVD Coverage	1	LS	\$1,200.00	1,200.00	\$1,500.00	1,500.00	\$5,000.00	5,000.00
3	Soil Erosion and Sedimentation Control Measures	1	LS	\$1,000.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,000.00
4	Temporary Traffic Control Devices	1	LS	\$3,500.00	3,500.00	\$300.00	300.00	\$2,500.00	2,500.00
5	Tree Protection Fencing (As Needed)	150	LF	\$5.00	750.00	\$3.00	450.00	\$2.00	300.00
6	HMA Surface, Remove, Modified	236	SY	\$20.00	4,720.00	\$9.00	2,124.00	\$5.00	1,180.00
7	Curb and Gutter, Conc, Remove	39	LF	\$15.00	585.00	\$20.00	780.00	\$10.00	390.00
8	Sidewalk, Remove	75	SF	\$2.00	150.00	\$2.50	187.50	\$2.00	150.00
9	8" CL 54 D.I. WM - Sand Backfill Trench	216	LF	\$85.00	18,360.00	\$80.00	17,280.00	\$110.00	23,760.00
10	8" CL 54 D.I. WM - Standard Backfill Trench	339	LF	\$70.00	23,730.00	\$75.00	25,425.00	\$110.00	37,290.00
11	8" CL: 54 DI WM - Tunnel with 16" Steel Casing	100	LF	\$200.00	20,000.00	\$175.00	17,500.00	\$10.00	1,000.00
12	Connect Prop 8 inch DI WM to Exist 8 inch DI WM	1	EA	\$3,500.00	3,500.00	\$3,000.00	3,000.00	\$3,000.00	3,000.00
13	1" Type K Water Service with Box Valve	11	EA	\$1,500.00	16,500.00	\$1,800.00	19,800.00	\$2,500.00	27,500.00
14	Standard Hydrant Assembly	2	EA	\$4,000.00	8,000.00	\$5,000.00	10,000.00	\$5,700.00	11,400.00
15	Aggregate Base, 6 Inch, Limestone	9	SY	\$10.00	90.00	\$50.00	450.00	\$30.00	270.00
16	Aggregate Base, 8 Inch	236	SY	\$8.00	1,888.00	\$17.00	4,012.00	\$2.00	472.00
17	Curb and Gutter, Conc, Modified	39	LF	\$40.00	1,560.00	\$60.00	2,340.00	\$20.00	780.00
18	Sidewalk, Conc, 4 Inch	75	SF	\$6.00	450.00	\$8.00	600.00	\$7.00	525.00
19	HMA, 4C	26	TON	\$125.00	3,250.00	\$180.00	4,680.00	\$60.00	1,560.00
20	HMA, 5E3	26	TON	\$125.00	3,250.00	\$180.00	4,680.00	\$60.00	1,560.00
21	Restoration	1	LS	\$5,000.00	5,000.00	\$6,500.00	6,500.00	\$20,000.00	20,000.00
22	Inspection Crew Days	\$640.00	DAY	18	11,520.00	15	9,600.00	15	9,600.00
TOTAL					135,753.00	138,818.50	154,237.00		

Other Bids Received: Lawrence M. Clark, Inc. \$154,604.00
 Springline Excavating, LLC \$163,072.00
 Fonson Company Inc. \$187,910.00
 Bricco Excavating Co. LLC \$188,291.00
 ** M-K Construction Co, Inc. \$253,814.01

** Bid Has Calculation Errors

BID
for
ANDES HILLS COURT WATER MAIN EXTENSION

Bid of Macomb Pipeline + Utilities Co. hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as a corporation *

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
<u>1</u>	<u>7-27-17</u>
<u>2</u>	<u>7-28-17</u>

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Ref Spec	Item Description	Qty	Unit	Unit Price	Total Price
1	2.02	Bonds, Insurance and Mobilization (5% Max)	1	LS	6,750	6,750
2	2.02	Pre-Construction Audio-Video	1	LS	1,200	1,200
3	30.11	Soil Erosion and Sedimentation Control Measures	1	LS	1,000	1,000
4	30.12	Temporary Traffic Control Devices	1	LS	3,500	3,500
5	30.14	Tree Protection Fencing (As Needed)	150	LF	5	750
6	30.15	HMA Surface, Remove, Modified	236	SY	20	4,720
7	30.16	Curb and Gutter, Conc, Remove	39	LF	15	585



8	30.17	Sidewalk, Remove	75	SF	2	150
9	21.00	8" CL 54 D.I. WM - Sand Backfill Trench	216	LF	85	18,360
10	21.00	8" CL 54 D.I. WM - Standard Backfill Trench	339	LF	70	23,730
11	30.13	8" CL: 54 DI WM - Tunnel with 16" Steel Casing	100	LF	200	20,000
12	30.18	Connect Prop 8 inch DI WM to Exist 8 inch DI WM	1	EA	3,500	3,500
13	30.19	1" Type K Water Service with Box Valve	11	EA	1,500	16,500
14	21.00	Standard Hydrant Assembly	2	EA	4,000	8,000
15	30.20	Aggregate Base, 6 Inch	9	SY	10	90
16	M501	Aggregate Base, 8 Inch	236	SY	8	1,888
17	30.21	Curb and Gutter, Conc, Modified	39	LF	40	1,560
18	30.22	Sidewalk, Conc, 4 Inch	75	SF	6	450
19	M501	HMA, 5E1	26	TON	125	3,250
20	M501	HMA, 3C	26	TON	125	3,250
21	30.23	Restoration	1	LS	5,000	5,000
22	1.04	Inspection Crew Days	18	Day	\$640.00	11,520
TOTAL:					\$	135,753.00

If the foregoing Bid 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 to Substantial Completion within 30 calendar days, and to Final Completion, including restoration and all punch list items, within 45 calendar days.**

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 Six



Hundred Dollars [\$600] 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 8-2-17
Date*

BY: Macomb Pipeline + utilities Co.
Name of Bidder*

44444 Maund Rd St 640
Street*

[Signature]
Signature

Sterling HB MI 48314
City, State, ZIP*

John Valenza Vice President
Name and Title of Signatory*

586 726-7552
Telephone Number*

586 323-1801
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) under Forms & Permits/Engineering.

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 10 mile rd Novi, mi 48375

Submitted by: Macomb Pipeline + utilities Co.

Name: John Valenza

Address: 44444 Mound Rd Ste 640

City, State, ZIP Sterling Hts, mi 48314

Telephone Number: 586 726-7552 Fax Number: 586 323-1801

Principal Office: 44444 Mound Rd Ste 640

Corporation: Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Name of Project: Andes Hills Court Water Main Extension

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

General: Macomb Pipeline

Water Main: Macomb Pipeline

Jack & Bore: Subcontractor

HMA: Subcontractor

Concrete: Subcontractor



Organization

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

22 years

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

22 years

Under what other business names has your organization operated?

n/a

If your organization is a corporation, answer the following:

Date of Incorporation: 5-1-95

State of Incorporation: Michigan

President's Name: Benny Evangelista

Vice President's Name: John Valenza

Secretary's Name: Cathy Valenza

Treasurer's Name: Cathy Valenza

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:

MDOT 2,000,000 Prequalification

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

Experience

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

Underground construction - installation of water main, sanitary sewer, storm sewer, etc.

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. HD Supply	Mike Joy	586 323-8800
2. Michigan Cat	Dale	586 997-5300
3. Messina Trucking	Steve Messina	586 731-0150
<i>Bank References</i>		
1. Huntington Bank	Jeanette Chavins	586 992-9650
2. Chase Bank	Debbie	586 781-3649
3.		
<i>Surety</i>		
VTC Insurance	Jeff Chandler	(248) 828-3377



MACOMB PIPELINE & UTILITIES COMPANY

44444 MOUND ROAD - SUITE 640 STERLING HEIGHTS, MI 48314

(586) 726-7552 macombpipeline@comcast.net

August 2, 2017

Current Projects

Project Name: Holmes Middle School Water Main Replacement
Owner: Livonia Public Schools
Engineer: NTH Consultants (248) 662-2733
Contract Amount: \$325,000
Percent Complete: 90%
Scheduled Completion: August 2017

Project Name: Sang 10" Water Main Abandonement
Owner: City of Mount Clemens
Engineer: AEW (586) 726-1234
Contract Amount: \$42,000
Percent Complete: 0%
Scheduled Completion: August 2017

Recent Projects

Project Name: 2017 Residential Street Pavement Reconstruct
Owner: City of Madison Heights
Engineer: Brad Brickel (248) 635-7726
Contract Amount: \$275,000
Completion Date/%: July 2017 / 100%

Project Name: 2015 Water Main Replacement Project
Owner: City of Oak Park
Engineer: Dave DeCoster – (586) 765-5515
Contract Amount: \$490,000
Completion Date/%: November 30, 2015 / 80%

Project Name: 2014 Water Main Replacement Project
Owner: City of Oak Park
Engineer: Dave DeCoster – (586) 765-5515
Contract Amount: \$280,000
Completion Date/%: November 30, 2014 / 80%

MACOMB PIPELINE & UTILITIES COMPANY

44444 MOUND ROAD - SUITE 640 STERLING HEIGHTS, MI 48314

(586) 726-7552 macombpipeline@comcast.net

Project Name: 2014 Water Main Improvement Project
Owner: City of Wyandotte
Engineer: Bill Weirich – (517) 403-2687
Contract Amount: \$380,000
Completion Date/%: May 30, 2015 / 90%

Project Name: Troy School Improvements
Owner: City of Troy
Engineer: Mike Dooley – (248) 524-3409
Contract Amount: \$151,000
Completion Date/%: August 2014 / 100%

Project Name: Woodbrook Subdivision Road Rehab
Owner: City of Farmington Hills
Engineer: Tim Waker – (248) 231-8572
Contract Amount: \$93,000
Completion Date/%: June 30, 2015 / 100%

Project Name: 2013 Clinton St Water Main Project
Owner: City of Wyandotte
Engineer: Bill Weirich – (517) 403-2687
Contract Amount: \$150,000
Completion Date/%: December 30, 2013 / 90%

MPU KEY STAFF ROLE AND EXPERIENCE

<u>Name</u>	<u>Role</u>	<u>Experience</u>
Benny Evangelista	Owner/Superintendent	40 years of utility & heavy civil construction
John Valenza	Owner/Foreman/Operator	25 years of utility & heavy civil construction
Mike Valenza	Operator	15 years of utility & heavy civil construction
Reid LoGrande	Pipe Layer	15 years of utility & heavy civil construction
Mark Clarke	Pipe Layer/Laborer	20 years of utility & heavy civil construction

Name of Bonding Company: VTC Insurance Inc.

Name of Bonding Agent: NAS Surety Group

Address of Bonding Agent: 650 Elm St. Manchester NH 03101

SUBMITTED on 8-2-17
Date*

BY: Macomb Pipeline + Utilities Co.
Name of Bidder*

[Signature]
Signature

John Valenza Vice President
Name and Title of Signatory*

*Typed or printed in ink.

John Valenza 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 2nd day of August 2017.

Notary Public: Rosanna Addelia
Rosanna Addelia, Macomb County, MI

My Commission Expires: 8-20-2021

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



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 - MODIFIED

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Macomb Pipeline & Utilities Co.

(Here insert full name and address or legal title of Contractor)

44444 Mound Rd. Ste. 640, Sterling Heights, MI 48314

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101

a corporation duly organized under the laws of the State of New Hampshire

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Novi

45175 W. Ten Mile Road, Novi, MI 48375-3024

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Amount of Bid Dollars (5%),

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

WHEREAS, the Principal has submitted a bid for

Andes Hills Court Water Main Extension


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 on the bidding ~~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

2nd

day of August, 2017

Macomb Pipeline & Utilities Co.


(Witness)


(Principal) (Seal)

(Title) Vice President
North American Specialty Insurance Company


(Witness)


(Surety) (Seal)

(Title) Kathleen M. Irelan Attorney-In-Fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

ROBERT TROBEC, KATHLEEN M. IRELAN, IAN J. DONALD,

JEFFREY A. CHANDLER, ALAN P. CHANDLER and SUSAN L. SMALL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of May, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12th day of May, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of August, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CITY OF NOVI
COUNTY OF OAKLAND
STATE OF MICHIGAN

**AGREEMENT FOR THE FINANCING OF WATER SYSTEM IMPROVEMENTS
AND THE CREATION OF SPECIAL ASSESSMENT ON PROPERTY
[ANDES HILLS CONDOMINIUM]**

THIS AGREEMENT, effective this ___ day of _____, 2017, is by and between the THE CO-OWNERS OF THE ANDES HILLS CONDOMINIUM, including DASHAN KING, whose address is 45425 Andes Hills Court, Novi, MI 48374; RAYMOND KACZOR TRUST, whose address is 45435 Andes Hills Court, Novi, MI 48374; DOUGLAS MOORE, whose address is 45445 Andes Hills Court, Novi, MI 48374; RIDGEWOOD VENTURES, LLC, whose address is 45455 Andes Hills Court, Novi, MI 48374; MARY E. BUTALA, whose address is 45465 Andes Hills Court, Novi, MI 48374; FRANK E. AND CECILIA A. FLAKE, whose address is 45475 Andes Hills Court, Novi, MI 48374; GLADYS BROXIE, whose address is 45485 Andes Hills Court, Novi, MI 48374; LING QUN HE AND YAN CAI, whose address is 45495 Andes Hills Court, Novi, MI 48374; RAVI GUNTAKA, whose address is 45505 Andes Hills Court, Novi, MI 48374; PENNY HAMBLIN, whose address is 45515 Andes Hills Court, Novi, MI 48374 and ANEEL KHAN, whose address is 45525 Andes Hills Court, Novi, MI 48374 ("Co-owners"), the City of Novi, a Michigan Municipal Corporation whose address is 45175 Ten Mile, Novi MI, 48375 ("City").

R-E-C-I-T-A-T-I-O-N-S:

WHEREAS, pursuant to Section 3 of the Michigan Condominium Act, Public Act 59 of 1978, as set forth in MCL 559.103, the Co-Owners of the Condominium own an undivided inseparable interest the General Common Elements of the Condominium; and

WHEREAS, the Co-owners have requested that the City make local public improvements to serve the Condominium consisting of the construction of a water main (the "Improvements") through the General Common Elements, to connect the individual buildings within the Condominium to the City's public water supply system to provide service to the individual units as described in Exhibit A (the "Condominium Property"); and

WHEREAS, the City's Engineering Division has prepared the necessary final profiles, plans, specifications, assessment district and detailed estimates of costs, and has reported the same to the City Council; and

WHEREAS, the total cost of said Improvements is estimated to be _____; and

WHEREAS, the Co-owners have requested that said local public improvements be funded by the establishment of a special assessment district pursuant to Section 30-25 of the Novi Code of Ordinances, which permits special assessment districts to be created by contract;

WHEREAS, the City Council has determined that said local public improvements will specially benefit the property described in Exhibit A attached hereto;

WHEREAS, the City Council has determined to make the Improvements and to defray the full cost thereof by special assessment upon property owned by the Co-owners, and operated, maintained and administered by the Co-owners, which will be specially benefited by the Improvements, said special assessment district to consist of all of the units and parcels of land as described in Exhibit A;

WHEREAS, the City Council has approved the profiles, plans, specifications and assessment district for the Improvements;

WHEREAS, the City Assessor has prepared a special assessment roll in the amount of \$_____ including all units and parcels of land within the designated special assessment district, the assessment to each such lot or parcel of land being proportionate to the extent of the special benefit accruing to such lot or parcel of land; and

WHEREAS, the City Council has confirmed said special assessment roll which shall be known as special Assessment Roll No. _____.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City and the Co-owners have concluded that the Improvements are necessary and appropriate, and are hereby approved.
2. It is the intent and purpose of this Agreement to bind and obligate the Co-owners, and the Condominium Property identified on the attached Special Assessment Roll, for payment of the amounts set forth on the Special Assessment Roll to be expended for the Improvements, and to create a lien upon the units and General Common Elements to secure payment therefor.
3. The City Council and the Co-owners have determined and agreed that the Improvements will specially benefit the Condominium Property identified on the Special Assessment Roll, and further specifically agree that the special benefit will be in sufficient amount and proportion to increase the market value of such Condominium Property, after the Improvements are completed, in proportion to

the cost of the Improvements, and that there shall not be any substantial excess of the cost of the Improvements over the benefits that shall accrue to such Condominium Property as a result of the Improvements. It is further agreed by the Co-owners that there is a fair and reasonable relationship between the amount of the assessment upon the Condominium Property and the amount of the special benefit that shall accrue to the Condominium Property as a result of the Improvements.

4. The City Council has determined that a public purpose would be served by the Improvements, and the Co-owners fully and completely agree with such determination.
5. The City Council has determined to proceed with the finance of the Improvements and to partially defray the above-referenced cost of the Improvements by Special Assessment upon the Condominium Property, it having been determined by the City Council and the Co-owners that the Condominium Property shall be specially benefited by the Improvements.
6. The City and the Co-owners have agreed that specially assessing the amount determined against the Condominium Property exclusively is lawful, constitutional, necessary, and appropriate, and that contributions from and/or on behalf of the public and/or from or on behalf of any other property for that amount would be inappropriate and unnecessary.
7. The City Council has approved the cost estimate for the Improvements in the amounts set forth on the attached Special Assessment Roll.
8. The City Council has determined, with the concurrence of the Co-owners, that the Condominium Property shall constitute the Special Assessment District, with the proportional cost of the Improvements being assessed to the Co-owners as shown on the attached Special Assessment Roll.
9. The City Assessor has prepared a Special Assessment Roll that includes the Condominium Property of the Co-owners, and also includes the total amount to be assessed against the Condominium Property.
10. The Assessor has affixed his certificate to the Special Assessment Roll, stating that the roll was made pursuant to authorization of the City Council, and that the roll was made according to his best judgment, and conforms in all respects to the directions of the City Council and with the statutes of the State of Michigan.
11. The Special Assessment Roll for the Improvements, attached and incorporated as part of this Agreement, has been approved, adopted, and confirmed by the City Council.
12. The Special Assessment against the Condominium Property as made on the Roll, or any part of such Special Assessment, may be paid in cash subject to the terms and conditions herein. The amount assessed shall be assessed against the Co-

owners in ___ installments, the first of which shall be due and payable with the summer 2018 taxes beginning on July 1, 2018, in the amount of \$_____, payable without penalty on or before August 31, 2018, and with a ___% penalty thereafter. If such installment is not paid on or before August 31, 2018, it shall be certified as delinquent to the Council by the Treasurer and the Council shall place such delinquent assessment on the tax roll for that year together as one item with all accrued collection fees and penalties.

The remaining ___ installments shall be in the amounts set forth on the attached Special Assessment Roll, and the first of such several subsequent installments (\$_____) shall be due and payable on the summer 2019 tax roll, beginning on July 1, 2019, payable without penalty on or before August 31, 2019, and with a ___% penalty thereafter. If such installment is not paid on or before August 31, 2019, it shall be certified as delinquent to the Council by the Treasurer and the Council shall place such delinquent assessment on the tax roll for that year together as one item with all accrued collection fees and penalties. Subsequent installments shall be payable on the succeeding July 1, with payment deadlines and collection penalties and procedures as indicated above. Special Assessments that have been placed on the City tax roll shall be collected in all respects as are City taxes due on such date and shall be returned to the county treasurer with such taxes if unpaid on the following March 1. The interest rate will be ___%.

13. The Co-owners, after conferring with their own legal counsel, agree that it is they are the Co-owners of record as to each unit identified within the Condominium Property and that the undersigned Co-owner are authorized to execute this Agreement; that each Co-owner is aware of its right to make objections to the Special Assessment District and to the Special Assessment Roll; The Co-owners acknowledge and agree that they consent to the Special Assessment and that such rights are therefore waived, and the Co-owners hereby confirm such waiver. Moreover, the Co-owners agree that the Improvements, the Special Assessment, the Special Assessment District, the terms of this Agreement, and the Special Assessment Roll are all lawful, fair, just, and equitable and that each of the assessments contained on the Special Assessment Roll results in a Special Assessment in accordance with the benefits to be derived by the respective Condominium Property. The waiver provided by Co-owners herein is expressly limited to the waiver of any objection to the establishment and/or amount of the Special Assessment and Special Assessment District, and shall not be construed as a waiver of any rights granted to Co-owners (also referred to as Seller) under this Agreement, any other agreements referenced herein or entered into between City and Co-owners in connection with the Improvements.
14. This Agreement contains the entire understanding and agreement between the City and the Co-owners and no statements, promises, or inducements have been made by any party, or by the agent of any party, that are not contained in this written Agreement. This Agreement constitutes the full and complete agreement

of the parties, and shall not be enlarged, modified or altered, except in writing signed by the parties.

15. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns and transferees, and shall run with the land constituting the properties.
16. This Agreement shall be recorded at the Oakland County Register of Deeds. A copy of this Agreement shall be kept on file with the City Clerk.

IN WITNESS WHEREOF, City and the Co-owners, by and through their duly-authorized representatives, have executed this Agreement effective the as of the date set forth above.

[SIGNATURES ON FOLLOWING PAGES]

CITY:

CITY OF NOVI,
a Michigan municipal corporation

By: _____
Robert J. Gatt, Mayor

By: _____
Cortney Hanson, Clerk

COUNTY OF OAKLAND)
) ss.
STATE OF MICHIGAN)

On this _____ day of _____ 2017, Robert J. Gatt, Mayor and Cortney Hanson, Clerk, executed the foregoing document before me and, being duly sworn, stated that he is the Mayor of the City of Novi with its full authority and as its free act and deed.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ANDES HILLS CONDO ASSOCIATION, a Michigan non-profit corporation

By: Douglas Moore
Its: Vice President

COUNTY OF OAKLAND)
) ss.
STATE OF MICHIGAN)

On this 5th day of July 2017, Douglas Moore executed the foregoing document before me and, being duly sworn, stated that he/she is the Vice President of ANDES HILLS CONDO CO-OWNERS, a Michigan non-profit corporation with its full authority and as its free act and deed.

LISA DE MEO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 10, 2022
ACTING IN COUNTY OF oakland

Lisa DeMEO
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 1-10-2022

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-OWNERS:

UNIT # 1-45425

Dashan King
Dashan King

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18 day of July, 2017, by Dashan King, a single man.

[Signature]
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 3/11/2023

DERICK RIDENOUR
NOTARY PUBLIC- STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires March 11, 2023
Acting in the County of Oakland

UNIT # 45435 Andrews Hill #2
RAYMOND KACZOR TRUST

By Raymond Kaczor, Trustee

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of June, 2017, by Raymond A. Kaczor, Trustee of the Raymond Kaczor Trust.

Carol R. Kosh
Notary Public
Acting in Oakland County, Michigan

My Commission Expires: Nov 30, 2018

UNIT # 45445

Douglas Moore
Douglas Moore

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of June, 2017, by Douglas Moore, a single man.

Carol Kosh
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: Nov 30, 2018

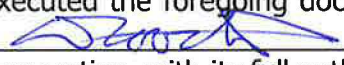
UNIT # 45455

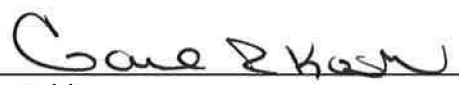
RIDGEWOOD VENTURES, LLC Kevin Woodward

By 

Its: owner

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 26 day of June 2017, _____, executed the foregoing document before me and, being duly sworn, stated that he/she is the  of Ridgewood Ventures, LLC, a Michigan limited liability corporation, with its full authority and as its free act and deed.


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: Nov 30, 2018

UNIT # 45465

Mary E. Butala

Mary E. Butala

Mary E Hollinshead (maiden)

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of June, 2017, by Mary E. Butala, a single woman.

Mary E Hollinshead

Carol E. Koak

Notary Public

Acting in Oakland County, Michigan

My Commission Expires: NOV 30, 2018

UNIT # 40 - 45475 Andes Hills Ct

Frank E. Flake
Frank E. Flake

Cecilia A. Flake
Cecilia A. Flake

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of June, 2017, by Frank E. Flake and Cecilia A. Flake, husband and wife.

Case R Kosh
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: Nov 30, 2018

UNIT # _____ 45485 ANDER HILLS CT

Gladys Broxie
Gladys Broxie

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of June, 2017, by Gladys Broxie, a single woman.

Carol P. Kosh
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: NOV 30, 2018

UNIT # 45495

Ling Qun He

Ling Qun He

Yan Cal

Yan Cal

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15 day of July, 2017, by Ling Qun He and Yan Cal, husband and wife.



Leslie Kurler

Notary Public
Acting in ~~Oakland County, Michigan~~
My Commission Expires: 12-14-2020

Dupage Co Ill.



UNIT # 45805

Ravi Guntaka
Ravi Guntaka

Madhavi Gangadasu
Madhavi Gangadasu

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30 day of June, 2017, by Ravi Guntaka and Madhavi Gangadasu, husband and wife.

Sarah S. Khozme
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: March 3, 2024

UNIT # 45515 Andes Hills Ct.

||

Penny Hamblin
Penny Hamblin

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of June, 2017, by Penny Hamblin, a single woman.

Carol Koon

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: NOV 30, 2018

UNIT # 45525.

Aneel Ahmad Khan
Aneel Khan

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of June, 2017, by Aneel Khan, a married man.

Carla R Kosh
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: Nov 30, 2018

EXHIBIT A

SPECIAL ASSESSMENT ROLL

See attached