



**CITY OF NOVI CITY COUNCIL
AUGUST 10, 2020**

SUBJECT: Consideration of approval to award the contract to Metro Controls Inc. for the installation of a digital HVAC control system for the Civic Center in the amount of \$124,315 and roll forward the remaining budget from Fiscal Year 2020.

SUBMITTING DEPARTMENT: Integrated Solutions, Facilities Management Division

| | |
|-------------------------------|---------------------------|
| EXPENDITURE REQUIRED | \$124,315 |
| AMOUNT BUDGETED | \$162,000 |
| APPROPRIATION REQUIRED | \$0 |
| LINE ITEM NUMBER | 101-265.00-976.033 |

BACKGROUND INFORMATION: Since 1987, most of the Civic Center HVAC controls have operated utilizing pneumatics, a solution that was popular until the 1980's. These outdated controls have led to more costly repairs and it is extremely hard to locate replacement parts. The Facilities Management team identified a new computerized control system and it was approved in the 2019/20 FY budget program. This request will provide a new front-end system and controls for air handling unit three, which controls a large percentage of our office working environment. This request also includes the replacement of five outdated controllers to get their current computerized controls a much needed update.

The Facilities team hired NSA engineers to help create a scope that will best serve our needs and provide our team with a road map for future upgrades. We are confident that this is the right solution going forward.

The proposed system will provide the following:

1. A new direct digital control system and all new controls for variable air volume boxes and powered variable air volume boxes. These boxes are the HVAC

units located above our office space that provide thermostat requested air conditioning or heat.

2. The ability to control and monitor our system from any computer.
3. The direct digital controls will help the Facilities Maintenance staff pinpoint problems and make adjustments as needed remotely and quickly for maximum efficiencies. The ability to check the controls remotely will save money by reducing vendor calls for minor adjustments and will ultimately improve energy efficiency by having multiple zones adjustable.
4. With greater efficiency due to better controls and more cost-effective repairs, we estimate a return on investment within 15 years.
5. The controls and equipment will be available through local distributors and will allow multiple vendors access to purchasing repair parts. We would not be locked down to proprietary contracts.

A Request for Proposal (RFP) was posted on the Michigan Intergovernmental Trade Network (MITN) website which sent email notices to 254 firms and we received two bids. The firm we are proposing is the contractor that submitted the initial estimate and we feel the numbers are in line with current industry estimates. The second bidder did not qualify because they did not attend the mandatory pre-bid meeting.

The Facilities Management Division will be providing in-house Construction Project Management services and estimate that this project will be completed by early November.

RECOMMENDED ACTION: Approval to award the contract to Metro Controls Inc. for the installation of a digital HVAC control system for the Civic Center in the amount of \$124,315 and roll forward the remaining budget from Fiscal Year 2020.

**SECTION 004113 - BID FORM - STIPULATED SUM
(SINGLE-PRIME CONTRACT)**

1.1 BID INFORMATION

- A. Bidder: Metro Controls Inc.
- B. Project Name: **Civic Center HVAC Controls Upgrades.**
- C. Project Location: City of Novi Civic Center, 45175 W. 10 Mile Road, Novi, Michigan 48375.
- D. Owner: City of Novi, Michigan
- E. Architect: NSA Architects, Engineers, Planners.
- F. Architect Project Number: 219403.00.

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, acknowledges existing site conditions 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:

Civic Center HVAC Controls Upgrades

- 1. ONE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED FIFTEEN Dollars (\$ 124,315.00).
- 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. SIX THOUSAND TWO HUNDRED FIFTEEN Dollars (\$ 6,215.00).

- 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.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Selective Demolition Work: self-performed
- 2. Architectural Work: self-performed
- 3. HVAC Work: self-performed
- 4. Electrical Work: self-performed

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 on or before July 13, 2020, and shall be substantially complete with the Work by November 3, 2020. The Owner shall impose liquidated damages in the amount of \$500.00 per calendar day if the Work is not substantially completed by November 3, 2020. The Contractor shall submit a startup schedule within 10 days of award in accordance with section 013200.

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 June 16, 2020
- 2. Addendum No. 2, dated _____
- 3. Addendum No. 3, dated _____
- 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.
- 2. Bid Form Supplement - Unit Prices.
- 3. 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.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 18th day of June, 2020.
- B. Submitted By: Metro Controls Inc (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Trent Bomers (Type or print name).

- E. Title: Owner (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: [Handwritten Signature] (Handwritten signature).
- H. By: KAREN M TYLER (Type or print name).
- I. Title: ASSISANT SECRETAR Y (Corporate Secretary or Assistant Secretary).
- J. Street Address: 26660 Fifteen Mile Road.
- K. City, State, Zip: Clinton Township, MI 48035.
- L. Phone: 586-790-2500.
- M. License No.: 800746166.
- N. Federal ID No.: 45-3829316 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

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SECTION 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Metro Controls Inc
- B. Project Name: **City of Novi Civic Center HVAC Controls Upgrades.**
- C. Project Location: **Novi Civic Center, 45175 W. 10 Mile Road, Novi, MI 48375.**
- D. Owner: **City of Novi.**
- E. Architect: **NSA Architects, Engineers, Planners.**
- F. Architect Project Number: **219403.**

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:
 - 1. Provide unit pricing for typical complete VAV Box controls including all wiring, thermostat, actuators, transducers etc. Dollars (\$ 3,000.00) per linear foot.
- B. Unit Price No. 2:
 - 1. Provide unit pricing for typical complete fan powered VAV Box controls including all wiring, thermostat, actuators, transducers etc. Dollars (\$ 3,200.00) per linear foot.

END OF DOCUMENT 004322

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DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Metro Controls Inc.
- B. Prime Contract: Metro Controls, Inc.
- C. Project Name: ~~Lakeshore Park and Recreation Center~~ Civic Center HVAC Controls Upgrade
- D. Project Location: ~~601 South Lake Drive, Novi, Michigan 48375~~ 45175 W. 10 Mile Road, Novi, Michigan 48375
- E. Owner: City of Novi.
- F. Architect: NSA Architects, Engineers, Planners.
- G. Architect Project Number: 216404.00.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

Base Bid Price

All costs associated with a new direct digital control system front end and all new controls for Area "A" variable air volume boxes and Area "A" fan powered variable air volume boxes.

Add Alternate #1 Bid Price

All costs associated with controls for Area "B" variable air volume boxes, Area "B" fan powered variable air volume boxes that are connected to the AHU-1 system and all exhaust fans. THIRTY-ONE THOUSAND EIGHT HUNDRED Dollars (\$ 31,800.00)

Add Alternate #2 Bid Price

All costs associated with controls for Area "B" variable air volume boxes, Area "B" fan powered variable air volume boxes that are connected to the AHU-2 system. THIRTY-FIVE THOUSAND SIX HUNDRED Dollars (\$ 35,600.00)

Add Alternate #3 Bid Price

All costs associated with the chiller plant direct digital control system including the chiller and circulating pump control. EIGHT THOUSAND EIGHT HUNDRED FIFTY Dollars (\$ 8,850.00)

Add Alternate #4 Bid Price

All costs associated with the boiler plant direct digital control system including the boiler and circulating pumps. TWELVE THOUSAND TWO HUNDRED SIXTY Dollars (\$ 12,260.00)

Add Alternate #5 Bid Price

All costs associated with the new direct digital control system for air handling unit AHU-1 and return fan RF-1. TWENTY-NINE THOUSAND EIGHT HUNDRED Dollars (\$ 29,800.00)

Add Alternate #6 Bid Price

All costs associated with the new direct digital control system for air handling unit AHU-2 and return fan RF-2. TWENTY-NINE THOUSAND EIGHT HUNDRED Dollars (\$ 29,800.00)

Add Alternate #7 Bid Price

All costs associated with the new direct digital control system for air handling unit AHU-3 and return fan RF-3. TWENTY-NINE THOUSAND EIGHT HUNDRED Dollars (\$ 29,800.00)

Add Alternate #8 Bid Price

All costs associated with the new direct digital control system for air handling unit AHU-4 and return fan RF-4. TWENTY-NINE THOUSAND EIGHT HUNDRED Dollars (\$ 29,800.00)

Add Alternate #9 Bid Price

All costs associated with the new direct digital control system unit heaters, cabinet heaters, and finned tube radiation. FIFTY-SIX THOUSAND ONE HUNDRED SIXTY-EIGHT Dollars (\$ 56,168.00)

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 18th day of June, 2017.
- B. Submitted By: Metro Controls Inc (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Trent Bomers (Type or print name).

E. Title: Owner (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
 - 5. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - I. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 UNIT-COST ALLOWANCES (As applicable to the Project)

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - I. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.9 QUANTITY ALLOWANCES (As applicable to the Project)

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.10 CONTINGENCY ALLOWANCES (As applicable to the Project)

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.11 TESTING AND INSPECTING ALLOWANCES (As applicable to the Project)

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results for testing outside of the Owners Special Inspections as identified under Section 14000 -Quality Requirements.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of testing and inspection services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.12 ADJUSTMENT OF ALLOWANCES (As Applicable to the Project)

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.

3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. **Provide \$11,000.00 for. Allowance is material only. Contractor to include labor for installation of all signage in base bid.**

END OF SECTION 012100

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 - MODIFIED

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Metro Controls, Inc. (Here insert full name and address or legal title of Contractor)
22660 15 Mile Road, Clinton Township, MI 48035
as Principal, hereinafter called the Principal, and
Liberty Mutual Insurance Company (Here insert full name and address or legal title of Surety)
175 Berkeley Street, Boston, MA 02116
a corporation duly organized under the laws of the State of Massachusetts
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Novi (Here insert full name and address or legal title of Owner)
45175 W. Ten Mile Road, Novi, MI 48375-3024
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Amount 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

City of Novi Civic Center HVAC Control Upgrades

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 bid, mutually acceptable to the Surety and Obligee ~~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 18th day of June, 2020



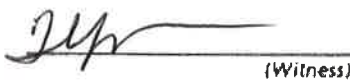
(Witness)

Metro Controls, Inc.

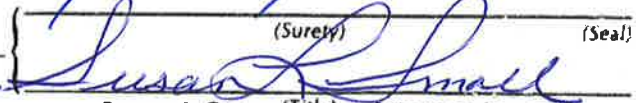


(Principal) (Seal)

Liberty Mutual Insurance Company



(Witness)



(Surety) (Seal)
Susan L Small (Title) 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: 8197252-013056

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 Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan L. Kress, Susan L. Small, Robert Trobec

all of the city of Troy state of Michigan 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 surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety 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 29th day of October, 2018.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance 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 therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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 Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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 President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation 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 Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such 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-in-fact 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 18th day of June, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: Metro Controls Inc
- B. Prime Contract: Metro Controls Inc
- C. Project Name: Civic Center HVAC Controls Upgrade.
- D. Project Location: City of Novi Civic Center, 45175 W. 10 Mile Road, Novi, Michigan 48375.
- E. Owner: City of Novi.
- F. Architect: NSA Architects, Engineers, Planners.
- G. Architect Project Number: 219403.00.

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - ✓ 1. Used the Bid Form provided in the Project Manual.
 - ✓ 2. Prepared the Bid Form as required by the Instructions to Bidders.
 - ✓ 3. Indicated on the Bid Form the Addenda received.
 - ✓ 4. Attached to the Bid Form: Bid Supplement Form - Allowances.
 - ✓ 5. Attached to the Bid Form: Bid Supplement Form - Unit Prices.
 - ✓ 6. Attached to the Bid Form: Bid Supplement Form - Alternates.
 - ✓ 7. Attached to the Bid Form: Proposed Schedule of Values Form.
 - ✓ 8. Attached to the Bid Form: City of Novi Bond Forms and a certified check for the amount required.
 - ✓ 9. Bid envelope shows name and address of the Bidder.
 - ✓ 10. Bid envelope shows the Bidder's Contractor's License Number.
 - ✓ 11. Bid envelope shows name of Project being bid.
 - ✓ 12. Bid envelope shows name of Prime Contract being bid, if applicable.
 - ✓ 13. Bid envelope shows time and day of Bid Opening.
 - ✓ 14. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - ✓ 15. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

T.B.

END OF DOCUMENT 004393



Metro Controls Inc

22660 Fifteen Mile Road
Clinton Township, MI 48035

Electrical License # 6113945

Mechanical License #7107419

PROJECT: Civic Center HVAC Controls Upgrade

**City Of Novi Civic Center
45175 W. 10 Mile Rd
Novi, MI 48375**

Date: June 18th 2020

Time:2:00pm

Rec'd 6-18-20

1:53 pm