



CITY of NOVI CITY COUNCIL

**Agenda Item 3
November 26, 2018**

SUBJECT: Approval of the final payment to Anglin Civil, LLC, for the Heslip Drive Detention Basin and Bassett Drain (McSweeney Pond) Cleanout and Culvert Replacement projects in the amount of \$119,048.70, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 24,985.05 Heslip Drive Detention Basin Cleanout \$ 94,063.65 Bassett Drain Cleanout & Culvert Replacement \$ 119,048.70 Total
AMOUNT BUDGETED	\$ 53,668 Heslip Drive Detention Basin Cleanout \$ 95,105 Bassett Drain Cleanout & Culvert Replacement \$ 148,773 Total Budget
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	210-211.00-865.128 Heslip Drive Detention Basin Cleanout 210-211.00-865.030 Bassett Drain Cleanout & Culvert Replacement

BACKGROUND INFORMATION:

The Bassett Drain connects to Bishop Creek on the north side of Eleven Mile Road, west of Meadowbrook Road. The Bassett Drain required maintenance to prevent damage to Novi's regional detention basins downstream. The property owner adjacent to the Basin Drain requested the cleanout to prevent excessive flooding on his property. The Bassett Drain pond also had an existing corrugated metal pipe (CMP) culvert located under the homeowner's driveway, which the City agreed to replace and add rip-rap along both sides.

The construction contract was awarded via a change order to the Village Oaks Lake and Village Wood storm water improvements project contract at the February 5, 2018 City Council meeting to Anglin Civil, LLC, in the amount of \$375,274.10.

Engineering staff worked with the engineering consultant OHM Advisors to review and verify the final payment amount of \$119,048.70 due to the contractor (Final Pay Estimate No. 2). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, October 29, 2018).

There were two (2) approved change orders issued for this project resulting in an overall increase of \$56,779.64 to the construction contract, or 15.1% over the awarded amount. Change Order No. 1 (-\$6,042.66) included the replacement of a specific water quality unit with a less expensive unit, installed on the in-line storm sewer with better access. Change Order No. 2, (\$62,822.30) balanced the unit price items and added the costs associated with two new storm water inlets. The approved change orders resulted in a final contract price of \$432,053.74.

RECOMMENDED ACTION: Approval of the final payment to Anglin Civil, LLC, for the Heslip Drive Detention Basin and Bassett Drain (McSweeney Pond) Cleanout and Culvert Replacement projects in the amount of \$119,048.70, plus interest earned on retainage.

Bassett/McSweeney Culvert Replacement



Heslip Detention Basin Cleanout

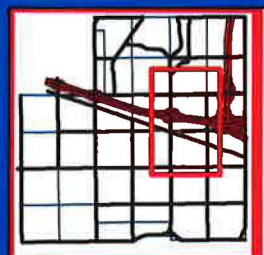


Map Author: J. Akets
Date: 1/29/2018

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information is provided as a public service and is not intended to constitute 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 map of the City of Novi. Boundary measurements and area calculations, if applicable, are intended to be considered as survey measurements performed by a licensed Michigan Surveyor as defined by Michigan Public Act 143 of 1970 or a similar statute. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi

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

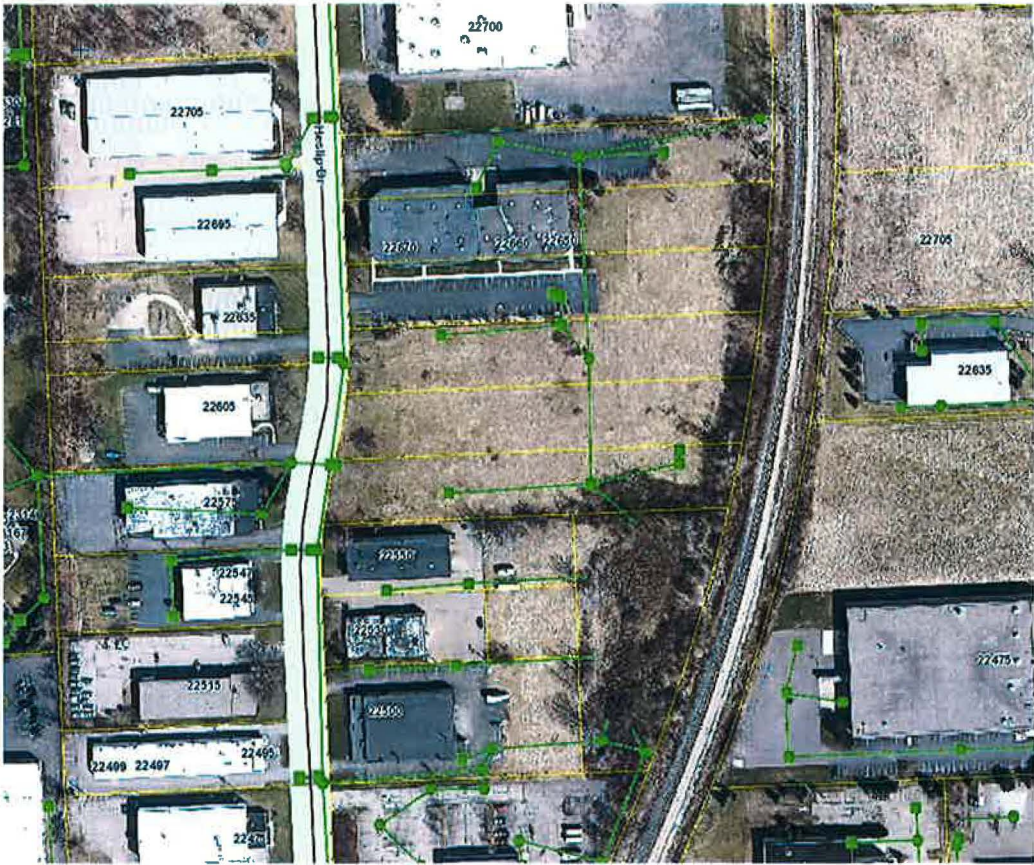




Bassett Drain (McSweeney Pond) – Pre-Construction Condition



Bassett Drain (McSweeney Pond) – Post-Construction Condition



Heslip Basin – Aerial Photograph (Pre-Construction) – Heavy Overgrowth



Heslip Basin – Post Construction – Looking north

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 29, 2018

Aaron Staup, Construction Engineering Coordinator
CITY OF NOVI
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: *Bassett-Heslip Basin Cleanouts – Anglin Civil, LLC - Closing Documents*

Dear Mr. Staup:

We have received and reviewed closing documents for the Bassett-Heslip Basin Cleanouts Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien

The closing documents appear to be in order. We note that you have determined to waive an increase in the Maintenance Bond based on your conclusion that the current bond amount is adequate for the purpose provided. The Contractor should provide its Full Unconditional Waiver of Lien at the time of picking up the check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
George Melistas, Engineering Senior Manager
Megan Mikus, Public Works Budget Analyst
Thomas R. Schultz, Esquire



CITY OF NOVI

26300 Lee BeGole Dr.
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Bassett-Heslip Basin Clean-Outs NOVI PROJECT NO.: 18-3201 PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.			COST OF COMPLETED WORK TO DATE										
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
32	Water Quantity Unit	EA	2	210-211.00-865.128	1.00	\$ 30,857.72	\$ 30,857.72				1.00	\$ 30,857.72	100%
33	Culv. End Section, Conc, 18-inch	EA	2	210-211.00-865.128	0.00	\$ 1,578.24	\$ -				0.00	\$ -	
34	Culv. End Section, Conc, 30-inch	EA	2	210-211.00-865.128	1.00	\$ 2,630.40	\$ 2,630.40				1.00	\$ 2,630.40	100%
35	Culv. End Section, Conc, 36-inch	EA	2	210-211.00-865.128	1.00	\$ 3,156.48	\$ 3,156.48				1.00	\$ 3,156.48	100%
36	2' Dia. Storm Inlet with Beehive Cover	EA	2	210-211-00-865.128	2.00	\$ 3,983.72	\$ 7,967.44	2.00	\$ 7,967.44	100%	2.00	\$ 7,967.44	100%
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 44,612.04	\$ 7,967.44			\$ 44,612.04		
TOTAL FROM OTHER SHEETS						\$ 375,274.10	\$ 387,441.70	\$ 89,469.69		\$ 387,441.70			
GRAND TOTAL						\$ 375,274.10	\$ 432,053.74	\$ 97,437.13		\$ 432,053.74	100%		



CITY OF NOVI

PURCHASE ORDER NO.

P.O. 95388

26300 Lee BeGole Dr.
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Bassett-Heslip Basin Clean-Outs NOVI PROJECT NO.: 18-3201 PAYMENT NO.: FINAL

Original Contract Amount: \$ 375,274.10

Change Orders: \$ 56,779.64

Adjusted Contract Amount to Date: \$ 432,053.74

Total Cost of Work Performed to Date: \$ 432,053.74

MINUS Retainage: \$ 0%

MINUS Inspection "Crew Days": To Date \$ 33.50

This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 432,053.74

MINUS L.D.'s: # of days over = \$ -

\$ amount/day = \$400

Subtotal: \$ 432,053.74

ADD Incentive "Crew Days", if under: \$ 3,150.00

Subtotal: \$ 435,203.74

MINUS Amount of Previous Payments: \$ 316,155.04

- 1 \$ 316,155.04
- 2 \$ -
- 3 \$ -
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

BALANCE DUE THIS PAYMENT: \$ 119,048.70

CHANGE ORDERS

No.	Date	Amount
1	March 12, 2018	\$ (6,042.66)
	July 13, 2018	\$ 62,822.30
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 56,779.64

Inspection "Crew Days" Allowed per Contract:	35.00
Additional "Crew Days" per Change Orders:	3.00
Total Inspection "Crew Days" Allowed:	38.00
Inspection "Crew Days" Used to Date:	33.50
Inspection "Crew Days" Remaining:	4.50



CITY OF NOVI

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Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Bassett-Heslip Basin Clean-Outs NOVI PROJECT NO.: 18-3201 PAYMENT NO.: FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Doug Anglin
Digitally signed by Doug Anglin
DN: C=US, E=doug2@anglinovill.com, O=Anglin Civil, CN=Doug Anglin
Reason: I am the author of this document
Date: 2018.10.22 07:48:37
Location:
Foxit Reader/PDF Version: 9.0.1

Anglin Civil, LLC
CONTRACTOR - Electronic Signature Certification

Barry Gates
Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com, O=OHM Advisors, CN=Barry Gates
Date: 2018.10.22 08:44:01-04'00'

OHM Advisors
CONSULTANT - Electronic Signature Certification

Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering Division, email=astaup@cityofnovi.org, c=US
Date: 2018.10.22 09:56:53 -04'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Digitally signed by George Melistas
DN: cn=George Melistas, o=City of Novi, ou=Engineering Division, email=gmelistas@cityofnovi.org, c=US
Date: 2018.10.22 10:05:33 -04'00'

George D. Melistas, Engineering Senior Manager
Electronic Signature Certification

- All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN
COUNTY OF Wayne

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

MA Assistant Manager of the Anglin Civil, LLC
(Firm Name)

the contractor employed by the City of Novi to furnish labor and materials for the

Bassett-Heslip Basin Clean-Outs
(Description of Improvement)

located at: Novi, MI

The total amount of the contract is \$432,053.74 of which I have received payment of 316,158.04 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

CREW DAYS - TRACKING BY DIVISION

Project: Bassett-Heslip Basin Clean-Outs

Novi Project No.: 18-3201

Contractor: Anglin Civil, LLC

Engineer: OHM Advisors

DIVISION	DESCRIPTION	ORIGINAL	ADD/Deduct	CO#	REVISED	USED (By Pay Estimate)										TOTAL	REMAINING	
						PE#1	PE#2	PE#3	PE#4	PE#5	PE#6	PE#7	PE#8	PE#9	PE#10			FINAL
1	Bassett Basin Clean-Out	15.00			15.00	11.00											11.00	4.00
2	Heslip Basin Clean-Out	20.00	3.00	1	23.00	22.50											22.50	0.50
TOTALS		35.00	3.00		38.00	33.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.50	4.50


Doug Anglin
Digitally signed by Doug Anglin
 DN: cn="Anglin Civil", o="Doug Anglin", e=doug@anglincivil.com
 Reason: I am the author of this document
 Location:
 Date: 2018.08.15 10:16:29
 Post: PhantomsPDF Version: 9.0.1

Anglin Civil, LLC
 CONTRACTOR - Electronic Signature Certification


Barry Gates
Digitally signed by Barry Gates
 DN: c=US, E=barry.gates@ohm-advisors.com,
 O=OHM Advisors, CN=Barry Gates
 Date: 2018.09.13 14:23:42-04'00'

OHM Advisors
 CONSULTANT - Electronic Signature Certification

CITY OF NOVI


Digitally signed by Aaron J. Staup
 DN: cn=Aaron J. Staup, o=City of Novi,
 ou=Engineering Division,
 email=astaup@cityofnovi.org, c=US
 Date: 2018.10.22 10:30:12 -04'00'

Aaron J. Staup, Construction Engineer
 Electronic Signature Certification


Digitally signed by George Melistas
 DN: cn=George Melistas, o=City of Novi,
 ou=Engineering Division,
 email=gmelistas@cityofnovi.org, c=US
 Date: 2018.10.22 11:06:24 -04'00'

George D. Melistas, Engineering Senior Manager
 Electronic Signature Certification

* Consultant to provide an Authorization for Additional Services (AAS) form with any Pay Application, adding or deducting crew days to or from the contractor.

Signed this 13th day of SEPTEMBER, 2018

Name: Anglia Civil
(Individual/corporation/partnership)

By: Manager
(Title)

Attest: Montana L. Harvill
(Title)

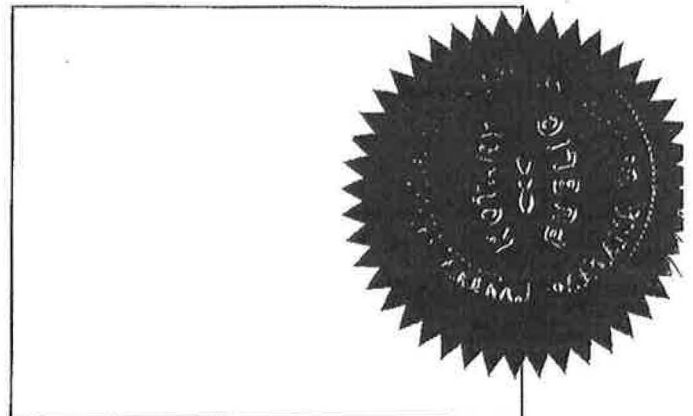
Subscribed and sworn to before me this 13th day of SEPTEMBER, 2018

Notary Public:

[Signature]
MARSHA SHAMOUN VENET

Marsha Shamoun Venet
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES FEB 01, 2022
ACTING IN THE COUNTY OF WAYNE

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Construction Video Media	Video	\$5,370.00	\$5,370.00	\$0.00	0.0%	\$0.00
United Resource	TV Pipeline	\$3,486.40	\$3,486.40	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$8,856.40	\$8,856.40	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$375,274.10</u>	Work Completed to Date: <u> \$432,053.74</u>
Plus: Extras to Contract: <u> \$62,822.30</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$438,096.40</u>	Less: Amount Previously Paid: <u> \$316,155.04</u>
Less: Credits to Contract: <u> \$6,042.66</u>	Less: Amount of this Request: <u> \$119,048.70</u>
Total: Adjusted Contract: <u> \$432,053.74</u>	Total Balance Due: <u> -\$3,150.00</u>



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Anglin Civil to provide
(Prime Contracting Party)

above ground video documentation for the improvement of the property
(Type of service)

described as Novi - Basset Heslip
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 9/11/18

Dwight C. Spengler
(Signature of Lien Claimant)

Dwight C. Spengler
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: Construction Video Media, Inc.

Address: 111 E Newberry PO Box 90 Romeo, MI 48065

Telephone: 800-346-3342

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Anglin Civil to provide
(Prime Contracting Party)

Televising 18", 48" & 54" Pipe for the improvement of the property
(Type of service)

described as Heslip Basin
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 9/11/18

A handwritten signature in blue ink, appearing to read 'David Guth', written over a horizontal line.

(Signature of Lien Claimant)

David Guth
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: United Resource, LLC

Address: 32900 Capitol Street Livonia, MI 48150

Telephone: 734-338-7730

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: RCB0011481

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO: _____

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

CONTRACT FOR: _____

CONTRACT DATE: ____ / ____ / ____

PROJECT:
(Name and Address)

Village Oaks Lake & Village Wood Lake Stormwater Improvements

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

RLI Insurance Company
9100 South Hills Blvd
Broadview Heights, OH 44147

, SURETY COMPANY,

on bond of
(here insert name and address of Contractor)

ANGLIN CIVIL, LLC.
13000 Newburgh Road
Livonia, MI 48150

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to
(here insert name and address of Owner)

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

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this December 5, 2017.

Attest:
Seal



RLI Insurance Company
Surety Company


Signature of Authorized Representative
Donald W. Burden, Title, Attorney-in-Fact



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, Stephanie A. Dinco, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of July, 2017.



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

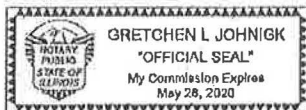
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of July, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Gretchen L. Johnigk

Gretchen L. Johnigk Notary Public.



CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 5th day of December, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis Vice President