CITY OF ANN ARBOR DOWNTOWN DEVELOPMENT SERVICE AGREEMENT

SERVICE AGREEMENT BETWEEN

PULLMAN SST, INC. AND
CITY OF ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

The City of Ann Arbor Downtown Development Authority, a Michigan municipal corporation, having its offices at 150 S Fifth Avenue, Suite 301, Ann Arbor, Michigan 48104 ("DDA") and, Pullman SST, Inc. a Delaware Corporation, having its offices at 280 W. Jefferson Ave., Trenton, Michigan 48183 ("CONTRACTOR"), agree as follows on this 13th day of June, 2019.

The Contractor agrees to provide services to the DDA under the following terms and conditions:

I. DEFINITIONS

Ann Arbor Downtown Development Authority, also referred to as the DDA or the Owner.

Contract Administrator means the DDA representative authorized by the Ann Arbor Downtown Development Authority to act on the behalf of the Ann Arbor Downtown Development Authority.

Supervising Professional as defined in the General Conditions shall mean the Contract Administrator.

Design Professional means Restore Consulting, LLC. Restore Consulting, LLC is the lead designer, references to "Architect" or "Engineer" within the project specifications will generally refer to Restore Consulting, LLC or a consultant to Restore Consulting, LLC.


II. DURATION

This Agreement shall become effective on June 13, 2019, and shall remain in effect until satisfactory performance of all services or December 31, 2019, whichever occurs first, unless terminated for breach or as provided in this agreement.

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

B. The entire work for this Contract shall be completed within the time period shown below. Shorter completion times for certain portions of the work are specified in the Detailed Specifications.

1. Anticipated Contract Notice to Proceed: June 12, 2019
   (Subject to DDA Approval)
2. Construction: June 17, 2019 thru November 1, 2019
3. No construction will be allowed during the week of Art Fair (July 15 thru July 21, 2019).

C. Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay
the DDA, as liquidated damages and not as a penalty, an amount equal to $500.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the DDA shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 19 of the General Conditions.
Liquidated damages under this section are in addition to any liquidated damages due under Sections 4 and 5 of General Conditions.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

1. Contract and Exhibits
2. Construction Documents dated May 6, 2019 (Exhibit 1: Drawing Index and Specification Table of Contents)
3. Addendum #1 dated May 20, 2019
4. Bid Proposal of Contractor, dated May 23, 2019 (Exhibit 2)

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards. In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. Compliance with Applicable Law: The Contractor shall perform its services under this Agreement in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. Location: The Contractor shall provide all of these services at the locations specified.

E. Reports/Surveys: The Contractor may rely upon the accuracy of reports and surveys provided to it by the DDA except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects
in the reports and surveys.

IV. RELATIONSHIP OF PARTIES

A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the DDA. Nothing contained in this agreement shall be deemed to constitute any other relationship between the DDA and the Contractor.

B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.

C. Contractor does not have any authority to execute any contract or agreement on behalf of the DDA, and is not granted any authority to assume or create any obligation or liability on the DDA's behalf, or to bind the DDA in any way.

D. Contractor certifies that it is not, and shall not become, overdue or in default to the City of Ann Arbor for any contract, debt, or any other obligation to the City including real or personal property taxes. The DDA shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

The Contractor shall be paid on the basis of the bid price in the manner set forth in the Bid. The total fee to be paid the Contractor for the services shall not exceed Six Hundred Twenty-Three Thousand Eight Hundred Eighty-Five Dollars ($623,885.00). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself, the DDA, and the Design Professional from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The insurance coverage afforded by the contractor to the DDA and the Design Professional shall be primary and not excess or contributory to any insurance the DDA or Design Professional may have on its own. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 each employee
Bodily Injury by Disease - $500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor, the Ann Arbor DDA, and the Design Professional shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

$2,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

$4,000,000 Per Job General Aggregate

$2,000,000 Personal and Advertising Injury

$4,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor, the Ann Arbor DDA, and the Design Professional shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be $1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of $1,000,000.

B. Insurance required under VI.A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the DDA or the City of Ann Arbor may possess, including any self-insured retentions the DDA or City of Ann Arbor may have; and any other insurance the DDA or the City of Ann Arbor does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the DDA or the City of Ann Arbor.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the DDA before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the DDA. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements
specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the DDA. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the DDA at least ten days prior to the expiration date.

D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company’s Key Rating Guide of “A-” Overall and a minimum Financial Size Category of “V”. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the DDA.

E. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City of Ann Arbor, the Design Professional, and the DDA its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney’s fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor’s behalf under this contract. Contractor shall not be responsible to indemnify the DDA for losses or damages caused by or resulting from the DDA’s sole negligence.

VII. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Consultant agrees to comply and to require its subcontractor to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as
amended. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY CONTRACTOR

A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by businesses regularly rendering this type of service. The Contractor warrants that the work performed shall be free of defects and guaranteed for a period of one year.

B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. Further that it has available, or will engage, at its own expense, sufficient trained employees or subcontractors to provide the services specified in this Agreement.

C. The Contractor warrants that it is not, and shall not become overdue or in default to the City of Ann Arbor for any contract, debt, or any other obligation to the City of Ann Arbor including real and personal property taxes.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. Breach under this terms of this Agreement shall include but not be limited to the failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications identified in Article III above, or the unauthorized substitution of articles other than those quoted and specified in the bid documents.

B. The DDA may terminate this Agreement, on at least ten (10) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the Agreement.

C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The remedies provided in this Agreement will be cumulative, and the assertion
by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

X. OBLIGATIONS OF THE DDA

A. The DDA agrees to give the Contractor access to staff and DDA managed properties as required to perform the necessary services under the agreement.

B. The DDA shall notify the Contractor of any defects in the services of which the DDA has actual notice.

XI. ASSIGNMENT

A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the DDA. Notwithstanding any consent by the DDA to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the DDA.

B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Pullman SST, Inc.
280 W Jefferson Ave.
Trenton, MI 48183
Attn: Mr. Steve Rose, Project Manager

If Notice is sent to the DDA, it shall be addressed and sent to:

Ann Arbor DDA
150 S Fifth Avenue,
Suite 301
Ann Arbor, MI 48107-8647
Attn: Jada Hahlbrock, Manager of Parking Services
XIII. **SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

XIV. **CHOICE OF LAW**

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the DDA agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. **EXTENT OF AGREEMENT**

This agreement represents the entire understanding between the DDA and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the DDA.
FOR CONTRACTOR

By ____________________________
Authorized Representative

FOR THE CITY OF ANN ARBOR DDA

By ____________________________ Marie Klopf, DDA Board Chair

By ____________________________ Susan Pollay, DDA Board Executive Director
EXHIBIT 1

Drawing Index &

Specification Table of Contents
Drawing Index for Ann Arbor DDA Parking Structures Restoration 2019:

G0.1   Title Sheet
G0.2   General Notes

R1.11  4th & William Partial Level 1-4 Plans
R1.12  4th & William Partial Level 5-8 Plans

R1.21  Library Lane A1 Plan
R1.22  Library Lane P1 Plan
R1.23  Library Lane P2 Plan
R1.24  Library Lane P3 Plan
R1.25  Library Lane P4 Plan

R1.31  Maynard Level 1 Plan
R1.32  Maynard Level 2 Plan
R1.33  Maynard Level 3 Plan
R1.34  Maynard Level 4 Plan
R1.35  Maynard Level 5 Plan
R1.36  Maynard Level 6 Plan

R1.41  4th & Washington Level -1 Plan
R1.42  4th & Washington Level 1 Plan
R1.43  4th & Washington Level 2-6 Plan
R1.44  4th & Washington Level 7 Plan

R5.1   Details
R5.2   Details
R5.3   Details
SECTION 000110 – TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>000110</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>001116</td>
<td>Invitation to Bid</td>
</tr>
<tr>
<td>004513</td>
<td>Bidder’s Qualifications</td>
</tr>
<tr>
<td>005200</td>
<td>Agreement Form</td>
</tr>
<tr>
<td>IB-1 to IB-2</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>P-1 to P-3</td>
<td>Proposal</td>
</tr>
<tr>
<td>BF-1 to BF-9</td>
<td>Bid Form</td>
</tr>
<tr>
<td>C-1 to C-9</td>
<td>Contract</td>
</tr>
<tr>
<td>CD-1</td>
<td>Contractor Declaration</td>
</tr>
<tr>
<td>CA-1</td>
<td>Contractor Affidavit</td>
</tr>
<tr>
<td>SS-1</td>
<td>Standard Specifications</td>
</tr>
<tr>
<td>007200</td>
<td>General Conditions</td>
</tr>
<tr>
<td>GC-1 to GC-14</td>
<td>General Conditions</td>
</tr>
<tr>
<td>007300</td>
<td>Supplementary Conditions</td>
</tr>
</tbody>
</table>

DIVISION 01 – GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>011000</td>
<td>Summary</td>
</tr>
<tr>
<td>012200</td>
<td>Unit Prices</td>
</tr>
<tr>
<td>012900</td>
<td>Payment Procedures</td>
</tr>
<tr>
<td>013100</td>
<td>Project Management &amp; Coordination</td>
</tr>
<tr>
<td>013300</td>
<td>Submittal Procedures</td>
</tr>
<tr>
<td>015000</td>
<td>Temporary Facilities and Controls</td>
</tr>
<tr>
<td>016000</td>
<td>Product Requirements</td>
</tr>
<tr>
<td>017700</td>
<td>Closeout Procedures</td>
</tr>
</tbody>
</table>

DIVISION 03 – CONCRETE

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>030130</td>
<td>Concrete Repair</td>
</tr>
<tr>
<td>033000</td>
<td>Cast-in-Place Concrete</td>
</tr>
<tr>
<td>036400</td>
<td>Injection Grouting</td>
</tr>
</tbody>
</table>

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>071800</td>
<td>Traffic Coatings</td>
</tr>
<tr>
<td>071900</td>
<td>Water Repellents</td>
</tr>
<tr>
<td>079200</td>
<td>Joint Sealants</td>
</tr>
<tr>
<td>079500</td>
<td>Expansion Joint Sealing Systems</td>
</tr>
</tbody>
</table>
Ann Arbor DDA  
Parking Structures Restoration 2019  
Project No. 2019-523

DIVISION 09 – FINISHES

099100    Painting
099653    Elastomeric Coating

DIVISION 22 – PLUMBING

221400    Storm Drainage

DIVISION 32 – EXTERIOR IMPROVEMENTS

321723    Pavement Markings

END OF SECTION
EXHIBIT 2

Pullman SST, Inc. Bid Proposal

Dated May 23, 2019
PROPOSAL

City of Ann Arbor DDA
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the DDA, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid

P-1
Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the DDA and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the DDA.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the DDA to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the DDA believes to be in its best interest.

SIGNED THIS 23rd _________ DAY OF May ________, 2019.

Pullman SST, Inc.
Bidder's Name

280 W. Jefferson Ave. Trenton, MI 48183
Official Address

734-282-7760
Telephone Number

Authorized Signature of Bidder

J. Pete Wallace
(Print Name of Signer Above)
LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of Delaware, for whom J. Pete Wallace, bearing the office title of Vice President, whose signature is affixed to this proposal, is authorized to execute contracts.

* A partnership, list all members and the street and mailing address of each:

________________________________________

________________________________________

________________________________________

Also identify the County and State where partnership papers are filed:

County of ____________________  State of ____________________

* An individual, whose signature with address, is affixed to this proposal:

  (initial here)
## BID FORM

### Section 1 - Schedule of Prices

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Work Item Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A) 4th &amp; William Parking Structure</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1A</td>
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<td>General Conditions</td>
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<td>Re-point Deteriorated Mortar Joints</td>
<td>LF</td>
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<td>$6.50</td>
<td>$7,150.00</td>
</tr>
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<td>4A</td>
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<td>$7.30</td>
<td>$3,650.00</td>
</tr>
<tr>
<td>5A</td>
<td>Remove &amp; Replace Masonry-to-Conc./ Masonry Joint Sealant</td>
<td>LF</td>
<td>1,950</td>
<td>$7.10</td>
<td>$13,845.00</td>
</tr>
<tr>
<td>6A</td>
<td>Install Preformed Silicone Seal at Mullion Joints</td>
<td>EA</td>
<td>8</td>
<td>$235.00</td>
<td>$1,880.00</td>
</tr>
<tr>
<td>7A</td>
<td>Install Masonry Sealer</td>
<td>SF</td>
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<td>SF</td>
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<td><strong>Subtotal - Base Bid 4th &amp; William</strong></td>
<td></td>
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<td>$61,670.00</td>
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<td><strong>B) Library Lane Parking Structure</strong></td>
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<td>1B</td>
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<tr>
<td>5B</td>
<td>Beam Repair</td>
<td>SF</td>
<td>10</td>
<td>$150.00</td>
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**BF - 1**
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<th>Work Item</th>
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<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
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<tr>
<td>7B</td>
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<td>1,200</td>
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<td>$5,460.00</td>
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<td>8B</td>
<td>Remove &amp; Replace Cove Joint Sealant</td>
<td>LF</td>
<td>100</td>
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<td>$750.00</td>
</tr>
<tr>
<td>9B</td>
<td>Rout &amp; Seal Cracks</td>
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<td>$18,675.00</td>
</tr>
<tr>
<td>10B</td>
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<td>850</td>
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<tr>
<td>11B</td>
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<td>80</td>
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</tr>
<tr>
<td>12B</td>
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<td>30</td>
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<tr>
<td>13B</td>
<td>Expansion Joint Header Repair - Winged</td>
<td>LF</td>
<td>20</td>
<td>$86.00</td>
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<td>$6,600.00</td>
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<tr>
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<td>Inject Cracks with Chemical Grout</td>
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<td>330</td>
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<td>LF</td>
<td>400</td>
<td>$6.00</td>
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Subtotal - Base Bid Library Lane $135,615.00
## Maynard Parking Structure

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<thead>
<tr>
<th>Work Item</th>
<th>Work Item Description</th>
<th>Units</th>
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<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1C</td>
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<td>$12,950.00</td>
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<tr>
<td>4C</td>
<td>Ceiling Repair</td>
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<tr>
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<tr>
<td>7C</td>
<td>Wall Repair</td>
<td>SF</td>
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<td>$170.00</td>
<td>$1,700.00</td>
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<tr>
<td>8C</td>
<td>Remove &amp; Replace Control Joint Sealant</td>
<td>LF</td>
<td>13,500</td>
<td>$4.00</td>
<td>$54,000.00</td>
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<tr>
<td>9C</td>
<td>Remove &amp; Replace Cove Joint Sealant</td>
<td>LF</td>
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<td>$4.30</td>
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<td>$4,650.00</td>
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<td>$700.00</td>
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<td>$15,100.00</td>
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<td>Units</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total</td>
</tr>
<tr>
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<td>-----------------------------------------------------------</td>
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<tr>
<td>18C</td>
<td>Clean &amp; Paint Stair Railings at Maynard St. &amp; Alley Stair Towers</td>
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<td>$8,800.00</td>
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<td>$2,400.00</td>
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<td>Floor Repair – Full Depth</td>
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<td>$160.00</td>
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**Subtotal - Base Bid Maynard** $303,960.00

**D) 4th & Washington Parking Structure**

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<th>Work Item</th>
<th>Work Item Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
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<td>$4,000.00</td>
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<td>Curb Repair</td>
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<td>$8,000.00</td>
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<tr>
<td>9D</td>
<td>Remove &amp; Replace Floor Drain</td>
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<td>$9,750.00</td>
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<td>$110.00</td>
<td>$5,500.00</td>
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<td>Work Item</td>
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<td>Unit Price</td>
<td>Total</td>
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<td>------------</td>
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<tr>
<td>13D</td>
<td>Deck Coating Recoat at Level 7</td>
<td>SF</td>
<td>2,500</td>
<td>$3.50</td>
<td>$8,750.00</td>
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<tr>
<td></td>
<td>(Polyurethane System)</td>
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</tr>
<tr>
<td>14D</td>
<td>Full System Deck Coating at Level 7</td>
<td>SF</td>
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<td>(Polyurethane System)</td>
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<td>15D</td>
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<td>SF</td>
<td>100</td>
<td>$10.00</td>
<td>$1,000.00</td>
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<td>16D</td>
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<td>LF</td>
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<td>$8.00</td>
<td>$400.00</td>
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<tr>
<td>19D</td>
<td>Pavement Markings</td>
<td>LS</td>
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<td>$1,600.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>Subtotal - Base Bid 4th &amp; Washington</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$122,640.00</strong></td>
</tr>
</tbody>
</table>

1. Bidder will complete the work for the following price as outlined in these documents, complete as specified, using equipment and materials only of the type and manufacturers where specifically named:

**Base Bid – 4th & William**

$61,670.00

**Base Bid – Library Lane**

$135,615.00

**Base Bid – Maynard**

$303,960.00

**Base Bid – 4th & Washington**

$122,640.00

**Total Base Bid – All Parking Structures**

$623,885.00
2. Description of Abbreviations:
   a. L.F. = Lineal Feet
   b. S.F. = Square Feet
   c. L.S. = Lump Sum
   d. E.A. = Each
   e. N.A. = Not Applicable

3. Total contract price shall include the summation of lump sum items, plus the summation of unit prices multiplied by the estimated quantities listed above.

4. Lump sum and unit prices shall include all cost necessary to complete the work including, but not limited to, labor, material, equipment, supervision, dust and traffic control, cleanup, waste disposal, shoring, barricades overhead, profit, etc.

5. The quantities appearing in the preceding Schedule are approximate. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in accordance with the contract unit prices. Any item and/or section within the Work may be deleted by the Owner. Refer to Drawings and Specifications for other Work required as part of this Contract but not listed in the above schedule.
Ann Arbor DDA
Parking Structures Restoration 2019
Project No. 2019-523

Addendum #1

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the DDA, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Add/Deduct Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Pullman has no material substitutions, but takes exception to the 10 year joint and several warranty for non-traffic bearing silicone sealants, per section 079200.2.1.6.C. In lieu of this, Pullman can provide a 5 year installer's warranty combined with a 10 year manufacturer's material warranty.</td>
<td></td>
</tr>
</tbody>
</table>

If the Bidder does not suggest any material or equipment alternate, the Bidder MUST complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder

BF-7
BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article II of the Contract, Duration, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

No Exception

If the Bidder does not suggest any time alternate, the Bidder MUST complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.

[Signature]
Signature of Authorized Representative of Bidder

BF-8
BID FORM

Section 4 - Major Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual’s own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<table>
<thead>
<tr>
<th>Subcontractor (Name and Address)</th>
<th>Work</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature Contracting - Redford, MI</td>
<td>Painting</td>
<td>$18,750.00</td>
</tr>
</tbody>
</table>

If the Bidder does not expect to engage any major subcontractor, the Bidder MUST complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder

BF-9
AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE

Pullman SST, Inc.

10150 Old Columbia Road, Columbia, MD 21046

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1239 Zurich Way, 5th Floor, Schaumburg, IL 60195-1073

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Ann Arbor

150 South Fifth Avenue, Ann Arbor, MI 48103

as Obligee, hereinafter called the Obligee, in the sum of Five Percent 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 Ann Arbor DDA Parking Structures 2019; #2019-523

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials 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 23rd day of May 2019

[Signature]

Gennifer Burns
Witness

[Signature]

Diane S. Loughry
Witness

Fidelity and Deposit Company of Maryland

3850

[Signature]

Robert A. Childs
Title

Fidelity and Deposit Company of Maryland

3850

[Signature]

Richard B. Hill
Title

Principal

Seal

Pullman SST, Inc.

[Signature]

By:

Seal

Title

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1155 N.Y. AVE., N.W., WASHINGTON, D.C. 20005
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Joseph A. PIERSON, Robert A. CHLADA, Cynthia M. CHARVAT, Dennis C. OURAND, Steven A. DZURIK, Jr., John J. MARKOTIC and Diane S. LOUGHRY, all of Hunt Valley, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of January, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: David M. McVicker
Assistant Secretary
Daniel Lutes

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 17th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and DANIEL LUTES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposes and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signatures as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 025-00650
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have heretounto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of May, 2014.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056