



# Plymouth Downtown Development Authority Meeting Agenda September 12, 2022 7:00 p.m. Plymouth City Hall & Online Zoom Webinar

Plymouth Downtown Development Authority  
831 Penniman  
Plymouth, Michigan 48170

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Join Zoom Webinar: <https://us02web.zoom.us/j/86344691397>

Webinar ID: 863 4469 1397 Passcode: 311416

**1) CALL TO ORDER**

*Kerri Pollard, Chairperson  
Andre Martinelli, Vice Chair  
Nick Moroz, Mayor  
Jack Ayoub  
Ellen Elliott  
Scott Foess  
Brian Harris  
Richard Matsu  
Dan Johnson  
Patrick O'Neill  
Shannon Perry*

**2) CITIZENS COMMENTS**

**3) APPROVAL OF THE AGENDA**

**4) APPROVAL OF MEETING MINUTES**

**A. Regular Meeting 8-8-2022**

**5) BOARD COMMENTS**

**6) OLD BUSINESS**

**A. Five-Year Action Plan Update  
B. 2022 Central Parking Deck Bid Award**

**7) NEW BUSINESS**

**8) REPORTS AND CORRESPONDENCE**

**A. Security Training Reminder**

**9) ADJOURNMENT**

*Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding items not on the agenda. Upon arising to address the Board, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.*

*Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m. -4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.*

**GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE**

**OBJECTIVES**

1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35<sup>th</sup> District Court, recreation department, and public safety
2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy
3. Partner with or become members of additional environmentally aware organizations
4. Increase technology infrastructure into city assets, services, and policies
5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet
6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

**GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION**

**OBJECTIVES**

1. Create a 5-year staffing projection
2. Review current recruitment strategies and identify additional resources
3. Identify/establish flex scheduling positions and procedures
4. Develop a plan for an internship program
5. Review potential department collaborations
6. Hire an additional recreation professional
7. Review current diversity, equity, and inclusion training opportunities
8. Seek out training opportunities for serving diverse communities

**GOAL AREA THREE - COMMUNITY CONNECTIVITY**

**OBJECTIVES**

1. Engage in partnerships with public, private and non-profit entities
2. Increase residential/business education programs for active citizen engagement
3. Robust diversity, equity, and inclusion programs
4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)

**GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY**

**OBJECTIVES**

1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices
2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages
3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety
4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations
5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction
6. Modernize and update zoning ordinance to reflect community vision
7. Implement Kellogg Park master plan



# Plymouth Downtown Development Authority

## Regular Meeting Minutes

### Monday, August 8, 2022 - 7:00 p.m.

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

#### 1. CALL TO ORDER

Chair Kerri Pollard called the meeting to order at 7:00 p.m.

Present: Chair Pollard, Vice Chair Andre Martinelli, Members Ellen Elliott, Scott Foess, Brian Harris, Dan Johnson, Richard Matsu, and Shannon Perry

Excused: Mayor Nick Moroz, Members Jack Ayoub and Patrick O'Neill

Also present: City Staff John Buzuvis, Sam Plymale, John Scanlon

#### 2. CITIZENS COMMENTS

There were no citizen comments

#### 3. APPROVAL OF THE AGENDA

Martinelli offered a motion, seconded by Johnson, to approve the agenda for Monday, August 8, 2022.

There was a roll call vote.

Yes: Elliott, Foess, Harris, Johnson, Martinelli, Matsu, Perry, Pollard  
MOTION PASSED 8-0

#### 4. APPROVAL OF THE MEETING MINUTES

Martinelli offered a motion, seconded by Foess, to approve the minutes of the June 13, 2022, meeting.

There was a roll call vote.

Yes: Elliott, Foess, Harris, Johnson, Martinelli, Matsu, Perry, Pollard  
MOTION PASSED 8-0

#### 5. BOARD COMMENTS

Johnson spoke about a recent power outage caused by a storm in the City.

Elliott asked the City to put up "free parking" signs on the City-owned portion of the Saxton's lot. She also spoke about the new pedestrian crosswalks.

#### 6. OLD BUSINESS

##### a. Five-Year Action Plan Update

Plymale gave an update on crosswalks and bike racks. He also said he met with window art and mural painters. Commission members expressed an interest in getting a proposal for a mural on the garage in the Central Parking Deck.

##### b. 2023 Platform Dining Recommendation

Elliott offered the following motion, which was supported by Johnson.

WHEREAS The City of Plymouth has established Quality of Life as a priority for the community; and

WHEREAS As a part of the quality of life the City has allowed restaurants to use public sidewalks, right of ways, and alleys for outdoor dining in the summer season, which runs from April to the end of October; and

WHEREAS In March of 2022, the City Commission approved an addition to the Outdoor Dining Policy for 2022 to allow restaurants to create platform patio extensions in adjacent public parking spaces; and

WHEREAS The Plymouth Downtown Development Board of Directors supports the approved 2022 program and would like to see an extension of the program with no changes in 2023.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth DDA Board does hereby recommend that the Plymouth City Commission extend the temporary platform patio policy through the 2023 Outdoor Dining Season from April through October.

Board members discussed the motion and it was suggested that the program be extended for two years due to the cost to the business owners and the concern that a permanent streetscape would be years away.

Karen Sisolak, 939 Penniman, said she liked the appearance of the platform patio at Sean O’Callaghan’s and thought that these structures would be a good long-term solution for seasonal patios that would return to parking spaces during the winter months.

Elliott amended her motion as follows.

WHEREAS The City of Plymouth has established Quality of Life as a priority for the community, and

WHEREAS As a part of the quality of life the City has allowed restaurants to use public sidewalks, right of ways, and alleys for outdoor dining in the summer season, which runs from April to the end of October, and

WHEREAS In March of 2022, the City Commission approved an addition to the Outdoor Dining Policy for 2022 to allow restaurants to create platform patio extensions in adjacent public parking spaces, and

WHEREAS The Plymouth Downtown Development Board of Directors supports the approved 2022 program and would like to see an extension of the program with no changes through 2024.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth DDA Board does hereby recommend that the Plymouth City Commission extend the temporary platform patio policy for two-years through the 2024 outdoor dining season.

Johnson seconded the amended motion.

There was a roll call vote.

Yes: Elliott, Foess, Harris, Johnson, Martinelli, Matsu, Perry, Pollard  
MOTION PASSED 8-0

c. Central Parking Deck Restoration Update

Plymale said the bid opening for this year's project was scheduled for August 24 and he planned to have a recommendation at the next DDA meeting. He described the scope of the project and said he expected the project to begin in the weeks following Fall Fest.

**7. NEW BUSINESS**

a. Fourth Quarter Budget Amendments

The following resolution was offered by Elliott and seconded by Johnson.

WHEREAS Actual patterns of departmental expenditures occur differently than originally projected in the 2021-22 DDA Budget as presented to the DDA Board and adopted by the City Commission in June of 2021; and

WHEREAS Overall revenue and expenditure forecasts require modifications to the original budgetary allocations as established in the adopted budget; and

WHEREAS Adoption of an annual budget by the DDA Board is required under state statute with subsequent forwarding to the City Commission for recommended approval and incorporation into the City's annual budget.

NOW THEREFORE BE IT RESOLVED, that the 2021-22 DDA Budget is hereby amended as indicated in the attached summary of proposed budget amendments which is made a part of this resolution.

BE IT FURTHER RESOLVED, that the City Finance Director is authorized to change the budgetary appropriations as necessary in accordance with this resolution effective August 8, 2022. Requested Action: Approve 2021-22 Third Quarter Budget Amendment.

**BUDGET ADJUSTMENT SUMMARY  
FOURTH QUARTER - FY 21-22**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>DDA OPER FUND REV: #248</b>							
Property Taxes-Non School	1,073,870	-	-	-	21,850	21,850	1,085,720
Program Fees & Other	61,550	-	-	-	4,000	4,000	66,350
Appropriation of Surplus	-	169,710	-	-	(18,720)	150,990	150,990
<b>TOTAL REVENUES</b>	<b>1,135,420</b>	<b>169,710</b>	<b>-</b>	<b>-</b>	<b>7,930</b>	<b>177,640</b>	<b>1,313,060</b>
<b>DDA OPER FUND EXP: #249</b>							
Administration	320,030	1,850	-	-	4,925	6,775	326,805
Police Services	33,250	-	-	-	5	5	33,255
Parking System	43,920	4,500	-	-	2,850	7,350	51,270
Saxton Parking Facility	-	1,860	-	-	-	1,860	1,860
DDA Marketing	68,700	-	-	-	-	-	68,700
Streetscape Maintenance	284,070	2,150	-	-	100	2,250	286,320
Contrib to DDA Debt Funds	223,510	-	-	-	50	50	223,560
Contrib to DDA Cap Imp Fund	25,000	276,500	-	-	-	276,500	301,500
Contingency	116,940	(116,940)	-	-	-	(116,940)	-
<b>TOTAL EXPENDITURES</b>	<b>1,135,420</b>	<b>169,710</b>	<b>-</b>	<b>-</b>	<b>7,930</b>	<b>177,640</b>	<b>1,313,060</b>

**BUDGET ADJUSTMENT SUMMARY  
FOURTH QUARTER - FY 21-22**

FUND DEPT/ACTIVITY	Approved Budget	1st Qtr. Amendments	2nd Qtr. Amendments	3rd Qtr. Amendments	4th Qtr. Amendments	Tot. All Amendments	Amended Budget
<b>DDA CAP IMP FUND REV: #405</b>							
Contrib. & Other	25,050	276,500	-	-	-	276,500	301,550
Appropriation of Surplus	-	1,685	-	-	-	1,685	1,685
<b>TOTAL REVENUES</b>	<b>25,050</b>	<b>278,085</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>278,085</b>	<b>303,135</b>
<b>DDA CAP IMP FUND EXP: #405</b>							
Capital Improvements	25,050	278,085	-	-	-	278,085	303,135
Contingency	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>25,050</b>	<b>278,085</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>278,085</b>	<b>303,135</b>

There was a roll call vote.

Yes: Elliott, Foess, Harris, Johnson, Martinelli, Matsu, Perry, Pollard  
MOTION PASSED 8-0

**8. REPORTS AND CORRESPONDENCE**

a. DDA Staff Update

Plymale said he had been named DDA Director and that John Buzuvis had been named Economic Development Director, overseeing the DDA and Community Development Department. He said they were in the process of interviewing candidates for an administrative assistant in the DDA office.

b. Mayor and Chairs Update

Pollard said she attended the recent meeting and received updates on platform dining and parklets, the Saxton's parking lot, paid parking, an impervious surface ordinance, and the Zoning

Board of Appeals request for the Planning Commission to review ordinances that frequently come before the ZBA.

**9. ADJOURNMENT**

Johnson offered a motion, seconded by Foess, to adjourn the meeting at 7:01 p.m.

There was a roll call vote.

Yes: Elliott, Foess, Harris, Johnson, Martinelli, Matsu, Perry, Pollard

MOTION PASSED 8-0

DRAFT

2020-2024 Five-Year Action Plan

Rev. February 3, 2021

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 9/9/2022
Improve Parking	<p><b>**Top Priority**</b></p> <p><b>Improve condition, aesthetics, and/or functionality of existing parking lots by:</b></p> <ul style="list-style-type: none"> <li>- Resurface existing lots that are in need (such as Liberty/Penniman lot, and lot at Harvey/Wing); consider lot re-configuration to improve flow, street edge and pedestrian connections as part of projects.</li> <li>- Design parking lot at Saxton's site</li> </ul>	DDA Staff/ DDA Board	Short-term		City Commission approved the creation of a design for improvements to the Saxton's lot at the June 6, 2022 meeting. Wade Trim expected to create design by fall of 2022. No construction is expected until 2023.
	<p>Finance parking lot maintenance and improvements via a paid parking system. Includes demolition/reconstruction of parking deck.</p> <p>-Decide on a direction for paid parking</p>	DDA Staff/ DDA Board	Short to Mid-term		Economic Development Director John Buzuvis working on gathering new information on paid parking infrastructure costs, expect a Committee of the Whole meeting in Fall of 2022. Deck repairs scheduled for September 2022. Plans for larger 2023 parking deck renovation to come to DDA Board later in this fall.
	<p><b>Maximize number of parking spaces</b></p>	DDA Staff	Short to Long-term		15 minute parking space permanent locations approved at 7/18/22 City Commission meeting
Improve pedestrian safety	<p><b>**Top Priority**</b></p> <p>Improve pedestrian crossings for safety (also goal of DDA Infrastructure Plan), alerting cars that pedestrian is in crosswalk, specifically:</p> <ul style="list-style-type: none"> <li>- At Penniman/Harvey, Harvey/AA Trail, and Main/Church St. intersections (coordinate with City Commission).</li> <li>- Increase size of waiting area at crossings.</li> <li>- Add alert system for cars as pedestrians enter walkways, especially at midblock crossings such as Main St. between AA Trail and Penniman, or on AA Trail @ Forest. Alerts could include pedestrian activated flashing lights; however, a system with flashing lights may not be appropriate downtown.</li> <li>-Identify locations for additional bike racks</li> </ul>	City Commission/ DDA Board	Short-term		Mast arm and pedestrian signals on Harvey completed in July. New bike racks at City Hall and Kellogg Park ordered thanks to a cost match from Ellen and Joe Elliott. Delivery of one bike rack coming in September, unknown when 2nd will ship. RRFB on Harvey midblock crosswalk installed in August, Installation of crosswalk RRFB signals on Main Street and Ann Arbor Trail/Forest to be installed after Fall Fest.
	<p><b>Maintain sidewalks for safety, making them pedestrian friendly by:</b></p> <ul style="list-style-type: none"> <li>- Repair concrete where needed.</li> <li>- Replace tree grates (either overall or where needed).</li> <li>- Maintain/update pavers.</li> <li>- Extend sidewalks where needed.</li> </ul>	DDA Staff	Short-term		Pedestrian Zone sidewalk decals added near all major intersections in the DDA. Many have been vandalized over the past few weeks. Downtown brick repairs completed as of late April. Sidewalk improvements in SE quadrant of downtown expected in fall of 2022.
	<p>Plant trees (Also goal of DDA Infrastructure Plan) along sidewalks; replace trees in poor condition as identified; investigate organizations (Keep Plymouth Leafy) that supply/plant trees</p>	City Commission/ DDA Board	Mid-term		Tree trimming completed in August, some trees on Penniman and Forest to be reevaluated in the spring for potential replacement.



2020-2024 Five-Year Action Plan

Rev. February 3, 2021

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 9/9/2022
	Improve street and alley lighting for safety; determine decorative lighting style for alleys (ex. illuminating artwork)	DDA Board/ DDA Staff	Mid to Long-term		New LED lights were installed in June to replace the damaged lights. Lights are intended to help illuminate areas of Fleet Street alley
	Improve alley "ambiance" via artwork to enhance appearance. Potential locations include DDA office alley, alley around parking structure, alley between theater & gathering area, and by St. Joes (near Subway))	DDA Board	Short-term		Plymouth has been chosen for DIA InsideOut program in 2023. DDA Staff working on creating private partnership to help fund Plymouth Art Walk project. Anticipate install of Phase Two by spring 2023.
Kellogg Park	Install the new fountain.	DDA Staff	Short-term		COMPLETED
	<p><b>**Top Priority**</b></p> <p><b>Implement Kellogg Park Master Plan by:</b></p> <ul style="list-style-type: none"> <li>- Prioritize action items identified in Goal Setting Session (12-14-20)</li> <li>- Identify potential funding sources priority short-term action items.</li> <li>- Recommend City Commission adopt Kellogg Park Master Plan as an amendment to the Plymouth Five-Year Parks and Recreation Master Plan.</li> <li>- Submit grant application to MDNR to implement top action-item priorities of Kellogg Park Master Plan.</li> </ul>	City Commission/ DDA Board	Short to Long-term		DMS completed turf repairs in April and May prior to event season. Sprinkler system repaired. Bike rack to be added in fall 2022.
Support Businesses	<p><b>**Top Priority**</b></p> <p>Rethink café/outdoor dining policy to include:</p> <ul style="list-style-type: none"> <li>- Closing some streets.</li> <li>- Creating wooneerf on Pennimal (in front of theater).</li> <li>- Create semi-permanent dining extension into parallel parking spaces.*</li> <li>- Expand entertainment opportunities in Kellogg Park and throughout downtown.</li> <li>- Create "Social District" for common outdoor liquor sales.</li> </ul> <p>*Approved by City Commission starting in April and extending through 2021.</p> <p>-Reach decision on outdoor dining plan and consider "parklets"</p>	City Commission/ DDA Board	Short-term		Sean O'Callaghan's platform patio operational. City Commission extended the platform program through 2023 dining season. City administration working on plan for a pilot program for parklet/streetscape improvements in a couple existing bumpout locations.
	Expand use of technology	DDA Board	Short to Mid-term		EV charging stations expected to be included in design of new parking lot at the Saxton's location
	Engage with businesses to create artwork throughout the DDA	DDA Board/ DDA Staff	Short-term		Staff gathering information on potential mural painting on garage near parking deck ramp storage, project will not be installed until after major parking deck renovation.

**2020-2024 Five-Year Action Plan**

Rev. February 3, 2021

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 9/9/2022
	Attract new businesses and engage with existing businesses	DDA Board/ DDA Staff	Short to Long-term		New retailer on Ann Arbor Trail Vida Voyager opened in August. Available properties page is being updated by staff monthly. Monthly event calendars and newsletters ongoing.



# ADMINISTRATIVE RECOMMENDATION

**To:** DDA Board  
**From:** DDA Staff  
**CC:** S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2022\September  
**Date:** 9/9/2022  
**Re:** Central Parking Deck 2022 Renovation Bid Award

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## BACKGROUND:

The Downtown Development Authority is responsible for the annual and long-term maintenance of the Central Parking Deck, which includes all scheduled and emergency repairs.

In March of 2022, the DDA Board hired Fishbeck Consulting from Grand Rapids to inspect the Central Parking Deck for needed repairs. Project Engineer Justin Thomson submitted a report indicating needed repairs to the pedestrian bridge, eastern stairs and the drainage system. In May of 2022, the DDA Board approved up to \$107,000 in needed repairs to the pedestrian bridge, eastern stairwell, and drainage areas at the Central Parking Deck. The \$107,000 was an estimated cost of the project by Thomson. The approval gave DDA Staff and Fishbeck the go ahead to start the bidding process.

Three sealed bids were submitted for the project and opened on August 25. Bids were submitted by Smith's Waterproofing, Pullman SST Inc., and RAM Construction Services. Please see the attached bid tabulation sheet and all three of the submitted bids.

The low bid for the project was submitted by Smith's Waterproofing at \$143,442. This is a significantly higher cost for the project than what was originally anticipated due to skyrocketing costs in the construction industry due to inflation. That being said, Smith's Waterproofing bid was more than \$23,000 less than RAM Construction, and more than \$84,000 less than the bid submitted by Pullman. As you can see in the attached recommendation below from project engineer Justin Thomson, Fishbeck has vetted Smith's Waterproofing and has selected this contractor for the project.

Not included in the \$143,442 low bid are a standard 10% contingency, engineering costs and testing costs. The total new projected cost of the project is up to \$186,386 (see the breakdown of cost in the recommendation below). Although that cost is much higher than what was originally approved in May, the project engineer believes the repair needs to be addressed as soon as possible.

If approved, the project would likely begin the week of September 26. It is anticipated that much of the work on the pedestrian bridge would be completed by early November. There is potential that the

steel stair section of the project may be delayed due to supply chain issues related to the steel fabrication process. DDA staff will provide regular updates to the DDA Board and public via email, the DDA website and social media.

Below is the recommendation from Fishbeck Project Engineer Justin Thomson. DDA staff recommends moving forward with the recommendation from Thomson and moving forward with the project.

**RECOMMENDATION:**

Our updated Probable Construction Cost Budget provided on May 3, 2022, included increased costs that were believed to be conservative at that time. However, we've continued to experience fewer bidders, increased labor shortages, and reduced material availability throughout this summer which has contributed to further increases in construction costs.

In our discussions with the two lowest bidders, we learned that the largest contributors to the bids being over budget were the costs of steel stair fabrication and the modification of the pedestrian bridge support. It is our understanding from these discussions that the steel stair is approximately \$30,000 over budget and the modified support is approximately \$20,000 over budget. The scope of work included:

Replacement of the steel stairs is necessary to address the extensive corrosion at the stair to pedestrian bridge steel precast connections and the severe section loss and several holes in the stair stringers. In addition, the new stair and railings have been designed based on the current building code.

Modifications of the pedestrian bridge support to address the extensive corrosion damage at the pedestrian bridge to parking structure connections; and to provide detailing that will address long-term durability concerns.

We recommend proceeding with the repair project this year as the structural integrity of the steel stair stringers and steel precast connections continue to be a concern. If the project were to be deferred until next spring, we recommend installing temporary shoring at the stair to pedestrian bridge and pedestrian bridge to parking structure connections. An estimated cost for temporary shoring is \$10,000 to \$20,000.

**Project Budget**

Based on the contractor bids, we recommend the following revised project budget:

Contractor (low) Bid	\$143,442
Owner Contingency 10%	\$14,344
Engineering	\$24,600
Estimated Testing	\$4,000
Total	\$186,386

September 6, 2022  
Project No. 220597

Sam Plymale  
City of Plymouth  
Downtown Development Authority  
831 Penniman Avenue  
Plymouth, MI 48170

**City of Plymouth Central Parking Structure Restoration 2022  
Contractor Bid Review and Recommendation**

Dear Sam:

Fishbeck has reviewed the contractor bids received on August 25, 2022, for the City of Plymouth Central Parking Structure Restoration 2022 project. Bids were received from the following contractors:

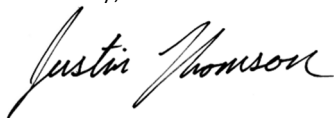
- Pullman SST, Inc.
- RAM Construction Services of Michigan, Inc.
- Smith's Waterproofing, LLC

The apparent low bidder was Smith's Waterproofing LLC, with a total base bid of \$143,442. A completed bid form was provided, including the required bid security.

Smith's Waterproofing LLC has been in business since 1970 and is located in Almont, Michigan. We met with Kelly Dallo, Project Manager and Brandon Smith, Vice President of Smith's Waterproofing LLC regarding their bid to verify that they understand the project requirements. Mr. Dallo stated that they are comfortable with their bid and understand the scope of work and scheduling requirements.

It is our opinion that Smith's Waterproofing LLC is qualified to complete the project and their bid is consistent with the scope and intent of the project. If you have any questions or require additional information, please contact me at 269.888.5549 or [jthomson@fishbeck.com](mailto:jthomson@fishbeck.com).

Sincerely,



**Justin Thomson, P.Eng.**

Project Manager – Parking and Restoration

By email

Bid Opening: Central Parking Structure Restoration 2022  
Date/Time: Thursday, August 25 10:00 a.m.

**UNOFFICIAL BID RESULTS**

Attendees: Sam Pymale  
Maureen Brodie  
\_\_\_\_\_  
\_\_\_\_\_

Bidder	Base Bid Summary	Bid Bond Rec'd		
Smith's waterproofing	\$143,442 <sup>00</sup>	✓ yes		
Pullman SST, Inc.	\$227,500 <sup>00</sup>	✓ yes		
RAM Construction SVLS	\$166,919 <sup>00</sup>	✓ yes		



SECTION 00 41 13 – BID FORMS

Bid of Smith's Waterproofing LLC hereinafter called the Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as a Limited Liability Corporation.\*

\*Insert as applicable: "a corporation", "a partnership" or "an individual".

To City of Plymouth, hereinafter called the Owner.

ARTICLE 1 PROPOSAL TO ENTER INTO AN AGREEMENT

1.1 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 ACCEPTANCE OF TERMS; BID SUBJECT TO ACCEPTANCE

2.1 The Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request by the Owner.

ARTICLE 3 BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, the Bidder represents that:

3.1.1 The Bidder has read and understands the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being concurrently or presently under construction, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
<u>1</u>	<u>August 12, 2022</u>
<u>2</u>	<u>August 18, 2022</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

3.1.2 The Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

3.1.3 The Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

3.1.4 The Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions.

3.1.5 The Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface and subsurface) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by the Bidder, and safety precautions and programs incident thereto.

- 3.1.6 The Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- 3.1.7 The Bidder is aware of the general nature of work to be performed by the Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- 3.1.8 The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- 3.1.9 The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Architect is acceptable to the Bidder.
- 3.1.10 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 3.1.11 The Bid is made in compliance with the Bidding Documents.
- 3.1.12 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- 3.2 The Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

**ARTICLE 4 BID PRICE**

4.1 The Bidder will complete the Work in accordance with the Contract Documents for the following price:

4.1.1 Base Bid One-Hundred, forty-three thousand, four-hundred and forty-two (\$ 143,442.00 )  
 (use words) (figures)

4.1.2 If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit price set forth below shall apply for each such increased or decreased quantity. The adjustment prices shall include all material and equipment costs, labor, other installation costs, and the Bidder's overhead and profit. The adjustment price below shall be the same figure for quantity increase or quantity decrease:

Work Item Description	Reference Detail	Units	Unit Cost
<b>Division 03 - Concrete</b>			
Ceiling Repair	5/SR501	Square Feet	\$ 100.00
Column Repair	7/SR501	Square Feet	\$ 100.00
Wall Repair	8/SR501	Square Feet	\$ 100.00
<b>Division 07 - Thermal and Moisture Protection</b>			
Remove and Replace Cove Joint Sealant	3/SR511	Lineal Feet	\$ 10.00
<b>Division 22 - Plumbing</b>			
Remove and Replace Floor Drain	8/SR511	Each	\$ 4,000.00

Smith's Waterproofing LLC

Bidder (Firm or Corporation Name)



ARTICLE 5 CONTRACT TIMES

5.1 The Bidder agrees that the Work will be completed on or before the following dates:

5.1.1 Anticipated Award Date: September 6, 2022 (Subject to Owner Approval).

5.1.2 Earliest mobilization date is September 14, 2022.

5.1.3 Completion date of concrete and waterproofing work is October 28, 2022.

5.1.4 Substantial completion date of Project is December 2, 2022.

5.2 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

ARTICLE 6 ATTACHED DOCUMENTS

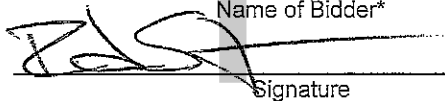
6.1 The following documents are attached to and made a condition of this Bid:

6.1.1 Required Bid security.

6.1.2 List of Proposed Subcontractors.

6.1.3 List of Proposed Suppliers.

6.1.4 List of Project References.

SUBMITTED on August 25, 2022 BY: Smith's Waterproofing LLC  
Date\* Name of Bidder\*  
3821 Van Dyke   
Street\* Signature  
Almont, MI 48003  
City, State, and Zip\* Brandon Smith, Vice President  
Name and Title of Signatory\*  
810-798-2371  
Telephone Number\*  
810-798-2544  
Facsimile Number\*

\*Typed or printed in ink.

END OF SECTION 00 41 13



3821 Van Dyke, Almont, MI 48003  
Phone: 810-798-2371 Fax: 810-798-2544  
"An Equal Opportunity Employer"

City of Plymouth  
Central Parking Structure Restoration 2022  
Plymouth, Michigan  
Project Number 220597

**List of Proposed Subcontractors:**

1. Scaffolding, Inc.
2. American Steel Construction, Inc.

**List of Proposed Suppliers:**

1. Macomb Group

COPY

**List of Project References:**

1. City of Birmingham, Parking Structure
2. Charter Township of Clinton, Shook Road Maintenance Facility Masonry Repairs
3. St. Joseph Public Schools, High School Football Stadium Waterproofing & Repairs

**BID BOND**

**Conforms with The American Institute of Architects,  
A.I.A. Document No. A-310**

KNOW ALL BY THESE PRESENTS, That we, Smith's Waterproofing, LLC , 3821 Van Dyke, Almont, MI 48003 as Principal, hereinafter called the Principal, and the Employers Mutual Casualty Company, existing under the laws of the State of Iowa, authorized to do business in the State of Michigan hereinafter called the Surety, are held and firmly bound unto City of Plymouth, 201 Main Street, Plymouth, MI 48170 as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE AMOUNT BID -----(5%) dollars, 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 **PROJECT NUMBER 220597 – CENTRAL PARKING STRUCTURE RESTORATION 2022**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25<sup>th</sup> DAY of August, 2022.

Judith Brown  
Witness

Smith's Waterproofing, LLC

(Seal)

} Brandon Smith

Principal  
Vice President  
Title

Employers Mutual Casualty Company

} BY Tammy R. Pittman  
Tammy R. Pittman , Attorney-in-Fact

Isabella Kofu  
Witness

\_\_\_\_\_  
\_\_\_\_\_

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Tammy R. Pittman**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars .....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

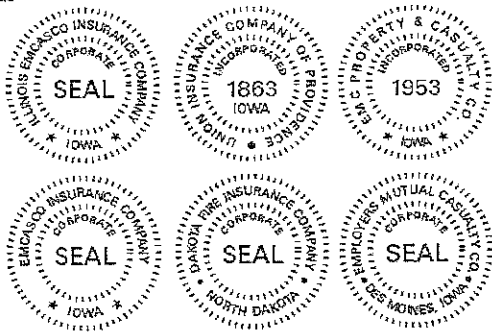
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge  
Notary Public in and for the State of Iowa



## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of August, 2022.

James D. Clough  
Vice President

SECTION 00 41 13 – BID FORMS

Bid of Pullman SST, Inc. hereinafter called the Bidder, organized and existing under the laws of or a resident of the State of Delaware, doing business as a corporation \*

\*Insert as applicable: "a corporation", "a partnership" or "an individual".

To City of Plymouth, hereinafter called the Owner.

ARTICLE 1 PROPOSAL TO ENTER INTO AN AGREEMENT

1.1 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 ACCEPTANCE OF TERMS; BID SUBJECT TO ACCEPTANCE

2.1 The Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request by the Owner.

ARTICLE 3 BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, the Bidder represents that:

3.1.1 The Bidder has read and understands the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being concurrently or presently under construction, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
<u>1</u>	<u>8/12/22</u>
<u>2</u>	<u>8/18/22</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

3.1.2 The Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

3.1.3 The Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

3.1.4 The Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions.

3.1.5 The Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface and subsurface) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by the Bidder, and safety precautions and programs incident thereto.

- 3.1.6 The Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- 3.1.7 The Bidder is aware of the general nature of work to be performed by the Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- 3.1.8 The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- 3.1.9 The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Architect is acceptable to the Bidder.
- 3.1.10 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 3.1.11 The Bid is made in compliance with the Bidding Documents.
- 3.1.12 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- 3.2 The Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

**ARTICLE 4 BID PRICE**

- 4.1 The Bidder will complete the Work in accordance with the Contract Documents for the following price:
- 4.1.1 Base Bid Two Hundred Twenty Seven Thousand Five Hundred Dollars (\$ 227,500.00 )  
 (use words) (figures)
- 4.1.2 If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit price set forth below shall apply for each such increased or decreased quantity. The adjustment prices shall include all material and equipment costs, labor, other installation costs, and the Bidder's overhead and profit. The adjustment price below shall be the same figure for quantity increase or quantity decrease:

Work Item Description	Reference Detail	Units	Unit Cost
<b>Division 03 - Concrete</b>			
Ceiling Repair	5/SR501	Square Feet	\$ 220.00
Column Repair	7/SR501	Square Feet	\$ 130.00
Wall Repair	8/SR501	Square Feet	\$ 130.00
<b>Division 07 - Thermal and Moisture Protection</b>			
Remove and Replace Cove Joint Sealant	3/SR511	Lineal Feet	\$ 15.00
<b>Division 22 - Plumbing</b>			
Remove and Replace Floor Drain	8/SR511	Each	\$ 7,850.00

Pullman SST, Inc.

Bidder (Firm or Corporation Name)

ARTICLE 5 CONTRACT TIMES

5.1 The Bidder agrees that the Work will be completed on or before the following dates:

5.1.1 Anticipated Award Date: September 6, 2022 (Subject to Owner Approval).

5.1.2 Earliest mobilization date is September 14, 2022.

5.1.3 Completion date of concrete and waterproofing work is October 28, 2022.

5.1.4 Substantial completion date of Project is December 2, 2022.

5.2 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

ARTICLE 6 ATTACHED DOCUMENTS

6.1 The following documents are attached to and made a condition of this Bid:

6.1.1 Required Bid security.

6.1.2 List of Proposed Subcontractors.

6.1.3 List of Proposed Suppliers.

6.1.4 List of Project References.

SUBMITTED on August 25th, 2022 BY: Pullman SST, Inc.  
Date\* Name of Bidder\*  
280 W. Jefferson Ave. Signature  
Street\*  
Trenton, MI 48183 Vic Juncaj - Branch Director  
City, State, and Zip\* Name and Title of Signatory\*  
734-282-7760 Telephone Number\*  
734-282-3801 Facsimile Number\*

\*Typed or printed in ink.

END OF SECTION 00 41 13



**City of Plymouth Parking Structure  
Supplemental Information**

**List of Proposed Subcontractors**

1. Lapeer Steel – New Steel Stair Fabrication and Installation
2. Electrician – TBD
3. Shoring Installation – Self-Perform

**List of Proposed Suppliers**

1. Repair Material and Sealants – SIKA
2. Traffic Coating – APT or BASF



## Project References

### Detroit Metro Airport

- **Location:** Romulus, MI
- **Start Date:** July 2015
- **Completion Date:** September 2019
- **Contract Value:** \$10,439,127

**Project Description:** The Detroit Metro Airport (DTW) located in Romulus, MI, is ranked as one of the busiest international airports in the United States as well as the world. The Airport's 10 story parking garage began showing signs of deterioration on the terrace levels. In addition, the parking garage's expansion joints which were originally constructed with cover plates, began to fail and break free of the joints. Therefore, the Owner sought repairs to replace the existing expansion joints with an elastomeric expansion joint to reduce future maintenance.

PULLMAN was contracted to perform the repairs for this project. The scope of this project included approximately two miles of expansion joint replacements and over 600,000 SF installation of a traffic bearing coating. Full and partial depth concrete repairs, safety flex plate replacement and stair tower repairs were also performed. In order to perform the repairs, the project was phased, and sections were closed off while other areas of the garage remained open for use.

Initially the project began as three-year phased project with construction taking place between June and September, which was later extended to five years due to changes requested by the owner regarding scheduling and parking space closures. The team coordinated with the Airport to develop closure plans and schedules that would allow for maximum work access with minimal impact to traffic patterns.

Crews worked on sections of the parking deck that measured approximately 1/4 mile-long at a time. Equipment was made mobile so that the team could easily move to each new area within a phase. Trucks, trailers, mobile water tanks, and buggies were used to provide the needed mobility.

PULLMAN coordinated with the engineer, manufacturers and testing consultants to ensure a quality installation of each product required on the project. Pre-construction meetings were held with each manufacturer prior to commencing work for the product (joint sealants, expansion joints install, traffic coating, etc.). During the multi-year project the team performed the various repairs with attention to safety—there were zero OSHA recordables on the project.

Through careful planning, phasing and scheduling PULLMAN was able to perform high quality repairs within an agreeable timeline with minimal impact to parking.



#### PROJECT INFORMATION

- **Owner:**  
Wayne County Airport Authority  
Ethan Fulton  
Deputy Director  
(734) 247-2819  
Ethan.Fulton@wcaa.us
- **Engineer Of Record:**  
Walker Consultants
- **General Contractor:**  
PULLMAN



## Grand Circus Garage Repairs

- **Location:** Detroit, MI
- **Start Date:** May 2019
- **Projected Completion Date:** January 2021
- **Contract Value:** \$17,068,646

**Project Description:** Originally constructed in 1955, the below-grade parking structure is used by residents in nearby buildings. The structure was turned over to Grand Circus Holdings, LLC in a state of severe damage with falling concrete, potholes, and water dripping through the slab, leaving mineral deposits on vehicles, so a condition assessment was performed. Based on the findings, a major repair and replacement project was needed, including replacing all elevated slabs and localized repairs to all other structural components.

In order to meet the budget requirements, PULLMAN and the Engineer of Record teamed up to propose an investigate-design-build approach to the repairs. Along with cost-savings, this approach provided a more streamlined design process and overall schedule. After the condition assessment and design, the scope of work included repairing concrete slab, columns and walls, adding new slab sealants and coating, beam restoration, stair tower repairs (block walls, treads, railing), removing and replacing all plumbing, electrical, and fire suppression systems, replacing two elevators, repairing exterior facade limestone panels, and installing overhead roll up doors. The crew discovered that the concrete had a void present in the horizontal plane over much of the slab, making the repair area much larger than anticipated. In order to remove the deteriorated concrete, the crew used several demolition methods, including a pneumatic chipping gun, hydro-demolition, and a full depth sawcut to remove the concrete in sections. The team created site specific safety standards and quality control checklists for critical tasks that were used for everyone on site. The project was completed on schedule and under budget with no serious incidents.



### PROJECT INFORMATION

- **Owner:**  
Grand Circus Holdings, LLC  
Vince Dattilo  
(248) 496-9099  
vince@bellepointconsultants.com
- **Engineer Of Record:**  
Wiss, Janey & Elstner Associates, Inc.
- **General and Specialty Contractor:**  
PULLMAN.



### Ann Arbor DDA Parking Structures 2019 City of Ann Arbor, MI



**Scope** – PULLMAN repaired four parking structures for the City of Ann Arbor. The scope of work included installing traffic coatings, performing concrete repairs, replacing sealants, and installing a new sealer.

**Completion Date:** November 2019

**Contract Value:** \$616,061

**Reference:** Dan Elliott  
Restore Consulting  
Project Engineer  
(616) 293-8717  
delliott@restoreces.com

### University of Michigan Thompson St. PS 2021 Ann Arbor, MI



**Scope** – PULLMAN restored the Thompson St. Parking Structure at the University of Michigan. The scope of work included installing a roof level traffic coating and applying a full penetrating sealer. In addition, the project included replacing existing sealants, repairing concrete slabs, and drain improvements.

**Completion Date:** August 2021

**Contract Value:** \$578,640

**Reference:** Adam Drain  
University of Michigan  
Construction Coordinator  
(734) 883-4490  
Adrain@umich.edu



Fidelity and Deposit Company of Maryland  
Colonial American Casualty and Surety  
Company

Home Office: 1299 Zurich Way Schaumburg IL 60196

**AIA Document 310 - 2010 Bid Bond**

CONTRACTOR (Name, legal status and address):

Pullman SST, Inc.  
10150 Old Columbia Rd.  
Columbia, MD 21046

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

City of Plymouth  
831 Penninen Ave.  
Plymouth, MI 48170

Bond Amount: 5% Five Percent of Amount Bid

PROJECT : (Name, location or address, and Project number, if any):

Plymouth Central Parking Structure 2022  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2022

(Witness)

James Webb  
(Witness) James Webb



**Pullman SST, Inc.**

(Principal)

(Seal)

By:

(Title)

**Fidelity and Deposit Company of Maryland**

(Surety)

By: Catherine Thompson  
(Title) Catherine Thompson, Attorney-in-Fact

Bond Number Bid Bond

Obligee City of Plymouth

**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, 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 Catherine Thompson, 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 19th day of June, A.D. 2019.

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

COPY

  
By: Robert D. Murray  
Vice President



  
By: Dawn E. Brown  
Secretary



State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, 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, depose 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 signature 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  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**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 hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of August, 2022.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



SECTION 00 41 13 – BID FORMS

Bid of RAM Construction Services of Michigan Inc hereinafter  
called the Bidder, organized and existing under the laws of or a resident of the State of Michigan  
doing business as Corporation.

\*Insert as applicable: "a corporation", "a partnership" or "an individual".

To City of Plymouth, hereinafter called the Owner.

ARTICLE 1 PROPOSAL TO ENTER INTO AN AGREEMENT

- 1.1 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 ACCEPTANCE OF TERMS; BID SUBJECT TO ACCEPTANCE

- 2.1 The Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request by the Owner.

ARTICLE 3 BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, the Bidder represents that:

- 3.1.1 The Bidder has read and understands the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being concurrently or presently under construction, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
<u>One (1)</u>	<u>August 12, 2022</u>
<u>Two (2)</u>	<u>August 18, 2022</u>
_____	_____
_____	_____

- 3.1.2 The Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- 3.1.3 The Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- 3.1.4 The Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions.
- 3.1.5 The Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface and subsurface) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by the Bidder, and safety precautions and programs incident thereto.

- 3.1.6 The Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- 3.1.7 The Bidder is aware of the general nature of work to be performed by the Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- 3.1.8 The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- 3.1.9 The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Architect is acceptable to the Bidder.
- 3.1.10 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 3.1.11 The Bid is made in compliance with the Bidding Documents.
- 3.1.12 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- 3.2 The Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

**ARTICLE 4 BID PRICE**

4.1 The Bidder will complete the Work in accordance with the Contract Documents for the following price:

4.1.1 Base Bid One Hundred Sixty Six Thousand, Nine Hundred and Nineteen Dollars (\$ 166,919.00 )  
 (use words) (figures)

4.1.2 If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit price set forth below shall apply for each such increased or decreased quantity. The adjustment prices shall include all material and equipment costs, labor, other installation costs, and the Bidder's overhead and profit. The adjustment price below shall be the same figure for quantity increase or quantity decrease:

Work Item Description	Reference Detail	Units	Unit Cost
<b>Division 03 - Concrete</b>			
Ceiling Repair	5/SR501	Square Feet	\$ 296.00
Column Repair	7/SR501	Square Feet	\$ 119.00
Wall Repair	8/SR501	Square Feet	\$ 116.00
<b>Division 07 - Thermal and Moisture Protection</b>			
Remove and Replace Cove Joint Sealant	3/SR511	Lineal Feet	\$ 32.00
<b>Division 22 - Plumbing</b>			
Remove and Replace Floor Drain	8/SR511	Each	\$3,875.00

RAM Construction Services of Michigan Inc

Bidder (Firm or Corporation Name)



ARTICLE 5 CONTRACT TIMES

5.1 The Bidder agrees that the Work will be completed on or before the following dates:

5.1.1 Anticipated Award Date: September 6, 2022 (Subject to Owner Approval).

5.1.2 Earliest mobilization date is September 14, 2022.

5.1.3 Completion date of concrete and waterproofing work is October 28, 2022.

5.1.4 Substantial completion date of Project is December 2, 2022.

5.2 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

ARTICLE 6 ATTACHED DOCUMENTS

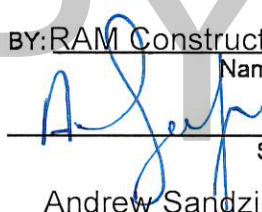
6.1 The following documents are attached to and made a condition of this Bid:

6.1.1 Required Bid security. See Attached

6.1.2 List of Proposed Subcontractors. See Attached

6.1.3 List of Proposed Suppliers. See Attached

6.1.4 List of Project References. See Attached

SUBMITTED on August 25, 2022 BY: RAM Construction Services of Michigan Inc  
Date\* Name of Bidder\*  
13800 Eckles Road Street\*  
Livonia, MI 48150 City, State, and Zip\*  
734-464-3800 Telephone Number\*  
734-437-6206 Facsimile Number\*  
  
Signature  
Andrew Sandzik, VP of Restoration  
Name and Title of Signatory\*

\*Typed or printed in ink.

END OF SECTION 00 41 13

ADDENDUM  
PAGE 1 OF 1

OWNER:	City of Plymouth 201 Main Street Plymouth, MI 48170
ENGINEER:	Fishbeck 4775 Campus Drive Kalamazoo, MI 49008
DRAWING REVISION NO.:	A1
ISSUED HEREWITH:	
SHEETS:	SR103
ADDITIONAL DOCUMENTS:	Pre-Bid Meeting Minutes
BIDS DUE:	August 25, 2022, 10:00 a.m. (ET)

This Addendum is issued to all Bid Set Holders, is a part of the Contract Documents, and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid form; failure to do so may result in rejection of the Bid.

ITEM NO. 1:

Sheet: G003 – General Notes (not reissued)

A. 7.2 Traffic-Bearing Membrane (Deck Coating):

1. Delete Paragraph A and substitute the following:  
"A. Install deck coating (full system) at repairs where there is existing deck coating, including concrete, sealant, and floor drain repairs."

ITEM NO. 2:

Sheet: SR103 – East Stair Existing Conditions (reissued)

A. Delete Sheet SR103 and substitute with attached Sheet SR103 – Addendum 1 dated 08/12/2022

1. Revisions: Detail 1/SR103 – Dimensions of existing pedestrian bridge updated.

ITEM NO. 3:

Pre-Bid Meeting Minutes (issued)

- A. Refer to attached Pre-Bid Meeting Minutes for discussions and attendance record.

END OF ADDENDUM

ADDENDUM  
PAGE 1 OF 1

OWNER:	City of Plymouth 201 Main Street Plymouth, MI 48170
ENGINEER:	Fishbeck 4775 Campus Drive Kalamazoo, MI 49008
DRAWING REVISION NO.:	A2
ISSUED HEREWITH:	
SHEETS:	SR502
BIDS DUE:	August 25, 2022, 10:00 a.m. (ET)

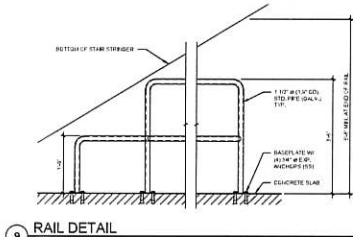
This Addendum is issued to all Bid Set Holders, is a part of the Contract Documents, and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid form; failure to do so may result in rejection of the Bid.

ITEM NO. 1:

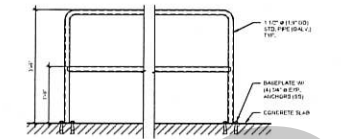
Sheet SR502 – Structural Details (reissued)

- A. Delete Sheet SR502 and substitute with attached Sheet SR502 – Addendum 2 dated 08/18/2022.
1. Revisions: Detail 3/SR502 – Provide slide bearing as shown. Revised bridge bearing dimension and provided clarification on acceptable material and manufacturers.

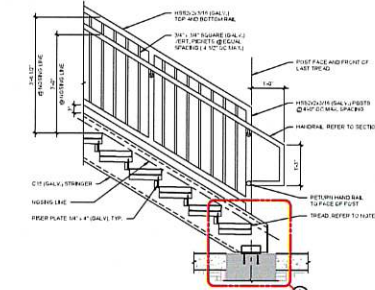
END OF ADDENDUM



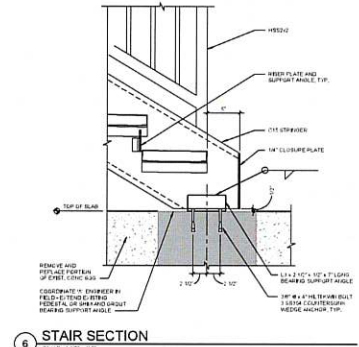
9 RAIL DETAIL  
SCALE: 1/4" = 1'-0"



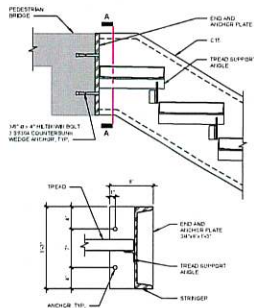
8 RAIL DETAIL  
SCALE: 3/4" = 1'-0"



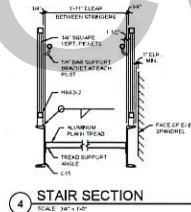
7 STAIR SECTION  
SCALE: 3/8" = 1'-0"



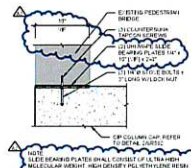
6 STAIR SECTION  
SCALE: 1/2" = 1'-0"



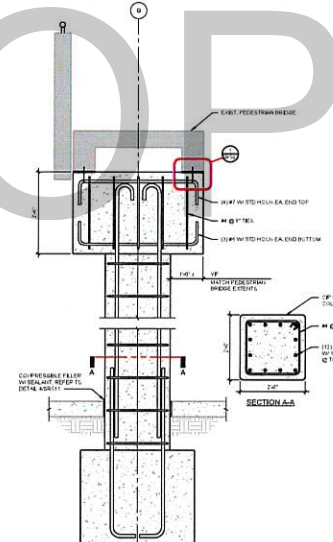
5 STAIR SECTION  
SCALE: 1/2" = 1'-0"



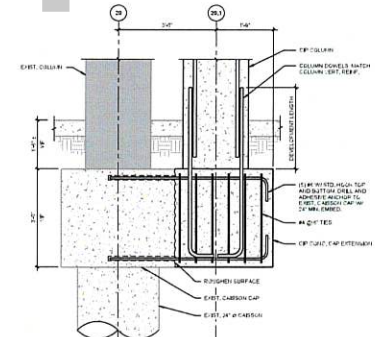
4 STAIR SECTION  
SCALE: 3/8" = 1'-0"



3 SLIDE BEARING DETAIL  
SCALE: 1/2" = 1'-0"



2 SECTION  
SCALE: 1/2" = 1'-0"



1 SECTION  
SCALE: 3/4" = 1'-0"

REVISIONS	
1	REVISED PER COMMENTS

Drawn By: GSK  
Designer: JLS  
Checker: JST

PROJECT NO.: 220597  
SHEET NO.:

COPY

PLYMOUTH: 11/2022 11:58:24 AM C:\WORK\PROJECTS\SR502\_CENTRAL\_PARKING\_STRUCTURE\SR502.dwg

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**RAM Construction Services of Michigan, Inc.**  
13800 Eckles Road, Livonia, MI 48150

as Principal, hereinafter called Principal, and

**Travelers Casualty and Surety Company of America**  
One Tower Square, Hartford, CT 06183

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

**City of Plymouth**  
201 S. Main Street, Plymouth, MI 48170

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

Dollars (**5% of Bid**)

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

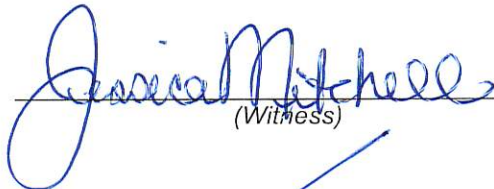
WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)


**Central Parking Structure Restoration 2022 Project #220597**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

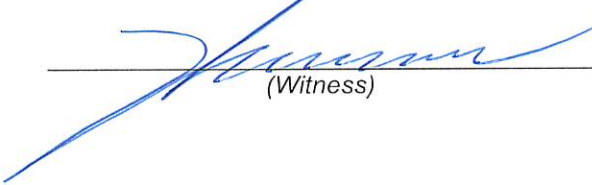
Signed and sealed this 25th day of August, 2022.

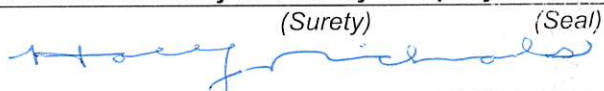
**RAM Construction Services of Michigan, Inc.**

  
(Witness)

 (Principal) (Seal)  
Andrew Sandzik VP of Restoration  
(Title)

**Travelers Casualty and Surety Company of America**

  
(Witness)

(Surety) (Seal)  
  
(Title)  
Holly Nichols, Attorney in Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

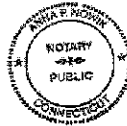
City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **August**, 2022



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





**MAJOR SUBCONTRACTORS**

Gen-Oak Fabricators Inc  
2501 Brown Rd, Lake Orion, MI 48359

**MAJOR SUPPLIERS**

Superior Materials  
30701 West 10 Mile Rd.  
Suite 500  
Farmington Hills, MI 48336

**PROJECT REFERENCES**

Central Parking Structure Restoration 2020  
Plymouth Downtown Development Authority  
\$160,175.00  
Concrete restoration//Waterproofing restoration

Ann Arbor Parking Structure Restoration 2020  
Ann Arbor Downtown Development Authority  
\$1,176,299.00  
Concrete restoration//Waterproofing restoration//Joint sealant replacement//Expansion joint replacement//Steel staircase replacement

City of Northville Cady Street Parking Deck Renovations 2019  
Northville Downtown Development Authority  
\$226,242.00  
Concrete repair//Waterproofing membrane repair and installation//Joint sealant removal and replacement//Asphalt repair//Steel Staircase repair

**RESOLUTION**

The following resolution was offered by Director \_\_\_\_\_ and  
seconded by Director \_\_\_\_\_

*WHEREAS The upkeep of the Central Parking Deck is the responsibility of the Downtown Development Authority, and*

*WHEREAS In March of 2022, the DDA Board approved Fishbeck Consulting to conduct an inspection of the Central Parking Deck for potential needed repairs, and*

*WHEREAS In May of 2022, the DDA Board approved moving forward with the bidding process for making repairs to the pedestrian bridge, eastern stairs and drainage system, and*

*WHEREAS The Downtown Development Authority received three sealed bids for the restoration work to the Central Parking Deck, and*

*WHEREAS Fishbeck has recommended awarding the 2022 Central Parking Deck renovation bid to Smith’s Waterproofing, in the amount of \$143,442, and*

*WHEREAS The total cost of the project including construction costs of \$143,442 a 10% contingency of \$14,344, engineering costs of \$24,600, and testing costs of \$4,000 is \$186,386.*

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown Development Authority Board of Directors does hereby authorize DDA Staff to contract with Smith’s Waterproofing of Almont, for the rehabilitation work on the Central Parking Deck in the amount of \$143,442 with a total project cost not to exceed \$186,386.