

**CITY of NOVI CITY COUNCIL**

**Agenda Item M**  
**July 19, 2010**

**SUBJECT:** Approval of the Final Payment to Audia Concrete Construction, Inc., for the 2009 Pathway Construction project, in the amount of \$5,000.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTU*

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$5,000.00</b>
<b>AMOUNT BUDGETED</b>	<b>\$103,000 (Eleven Mile Road)</b> <b>\$45,600 (Ten Mile Road)</b> <b>\$102,000 (Haggerty Road)</b> <b><u>\$25,000 (Short Segments—Clark St)</u></b> <b>\$275,600 TOTAL</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-974.410 (Eleven Mile Road)</b> <b>204-204.00-974.411 (Ten Mile Road)</b> <b>204-204.00-974.412 (Haggerty Road)</b> <b>204-204.00-974.409 (Short Segments—Clark St)</b>

**BACKGROUND INFORMATION:**

The City's consulting engineer for this project, Spalding DeDecker & Associates, Inc. (SDA), administered the construction contract for the 2009 Pathway Construction project. SDA has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Audia Concrete Construction, Inc., of Milford, MI. (Final Pay Estimate No. 6, attached).

The pathway construction work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$5,000.00 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's July 7, 2010 letter, attached). The original contract was approved at the June 1, 2009 City Council meeting in the amount of \$144,485.68.

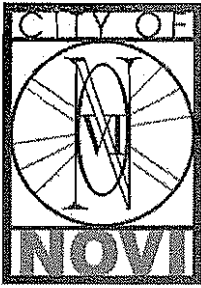
There were two (2) change orders associated with the project resulting in a net increase of \$58,470.10 to the contract. The first change order was approved by City Council on September 28, 2009 for a net increase of \$20,828.12 in the contract price to add Project No. 3 – Alternate No. 1 and No. 2 (sidewalk on Haggerty, south of Ten Mile Road and the Farmington Hills ramps, respectively) to the contract. The second change order was approved by City Council on December 21, 2009 for a net increase of \$31,841.98 in the contract price. This change order was the result of balancing existing and additional work items for Projects 1 thru 4 and Alternates 1 and 2. The total work performed, including approved change orders, results in a final contract price of \$197,155.78.

The City of Farmington Hills agreed to participate in sharing the design and construction costs for the portion of the sidewalk and ramp construction at Haggerty Road and Ten Mile Road within its jurisdiction in the amount of \$8,042 (July 2, 2010 invoice to Farmington Hills is attached).

**RECOMMENDED ACTION:** Approval of the Final Payment to Audia Concrete Construction, Inc., for the 2009 Pathway Construction project, in the amount of \$5,000.00

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Crawford</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				



July 2, 2010

Skip Otwell, City Engineer  
City of Farmington Hills  
31555 W Eleven Mile Rd.  
Farmington Hills, MI 48336

**CITY COUNCIL**

Mayor  
David B. Landry

Mayor Pro Tem  
Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

Justin Fischer

City Manager  
Clay J. Pearson

Director of Public Services/  
City Engineer  
Rob Hayes

Re: Farmington Hills Participation  
2009 Sidewalk Program  
Haggerty Road and Ten Mile Road

Dear Skip:

The 2009 sidewalk improvements were completed late last fall and we are in the process of closing out the project with the contractor. We appreciate your cooperation and willingness to participate in improving the sidewalks at the intersection of Haggerty Road and Ten Mile Road. We have calculated the total costs attributable to the Farmington Hills portion of the project to be \$8,042.47. An invoice for this amount along with the contractor's final pay estimate and detailed summary of costs is enclosed for your use.

We look forward to continuing our relationship with Farmington Hills on the 2010 Pathway Program and when future opportunities arise.

Sincerely,

ENGINEERING DIVISION

Brian T. Coburn, P.E.  
Senior Civil Engineer

Enclosures

cc: Rob Hayes, P.E.; Director of Public Services/City Engineer

Department of Public Services  
Field Services Complex  
26300 Delwal Drive  
Novi, Michigan 48375  
248.735.5640  
248.735.5659 fax

cityofnovi.org



DEPARTMENT OF PUBLIC SERVICES  
THOMAS P. BIASELL, DIRECTOR

January 12, 2009

City of Novi  
Engineering Department  
45175 W. Ten Mile Rd.  
Novi, MI 48375

Attention: Brian T. Coburn, P.E.

RE: Proposed Pedestrian Upgrade at the Ten Mile/Haggerty Rd. Intersection,  
as Part of the City of Novi 2009 Pathway Project

Dear Mr. Coburn,

This is a follow up to your November 17<sup>th</sup> correspondence and December meeting with Kevin McCarty of my staff. We have had an opportunity to review your proposal to improve the pedestrian facility at the Ten Mile/ Haggerty Rd. intersection.

Please accept this correspondence as the City's official support and agreement to participate in the pedestrian and traffic signal improvements at this intersection as required by the Road Commission. Based on your November 17<sup>th</sup> correspondence, our financial responsibility is estimated to be approximately \$8,000. We ask that you please contact us should the work exceed this estimate, prior to the work being completed to allow for discussions and additional approvals.

Lastly, please keep us updated as to the proposed schedule of this project as well its progress so we can keep our residents and motorists informed. We also ask that we are invited to the preconstruction meeting.

Thank you for your assistance in this matter and we are looking forward to working with our neighbors during this coming construction season.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas P. Biasell", written over a horizontal line.

Thomas P. Biasell  
Director, Department of Public Services

CC: William Otwell Jr., P.E., City Engineer  
Kevin McCarthy, P.E., Senior Engineer

CL/K:\Shared\km\10 Mile & Haggerty Ped. Pathway-Nov1.doc

July 7, 2010

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secretwardle.com

Suzanne Moreno, Finance Department  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

Re: **2009 Pathway Construction**  
**Audia Concrete, Inc. – Closing Documents**  
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the 2009 Pathways Program Project:

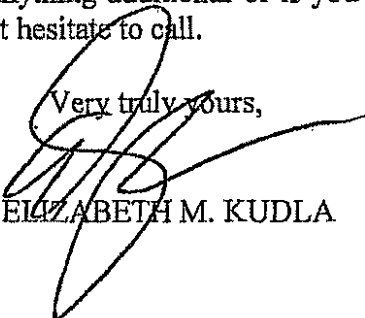
- Final Pay Estimate No. 6
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond and Rider

Final Pay Estimate No. 6 has been approved by the City's Engineering Division and the closing documents appear to be in order.

The general contractor will provide you with a final waiver of lien when the final payment is picked-up.

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

  
ELIZABETH M. KUDLA

EMK  
Enclosure

cc: Clay Pearson, City Manager (w/Enclosure)  
Kathy Smith-Roy, Finance Director (w/Enclosure)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosure)  
Ted Meadows, Spalding DeDecker (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

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**CITY OF NOVI**  
**2009 PATHWAY CONSTRUCTION**  
**SDA Job No. NV09-005**

ENGINEER'S PAYMENT CERTIFICATE No. 6 - Final  
 OF WORK PERFORMED THROUGH OCTOBER 31, 2009

CONTRACTOR:

Audia Concrete Construction, Inc.

2985 Childs Lake

Phone: (248) 676-9570

Milford, MI 48381

Fax: (248) 676-9520

Original Contract Amount: \$144,485.68

- Adjusted Contract Amount: \$197,155.78

Original Completion Date: September 13, 2009

- Adjusted Completion Date: N / A

ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
<b>Project 1 - South Side of 11 Mile - Taft to Cedar Springs</b>											
1	Mobilization (5% Maximum)	1	LS	1		1	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
2	Pre-construction Audio-Visual	1	LS	1		1	\$ 1,185.00	\$ 1,185.00	\$ -	\$ 1,185.00	\$ 1,185.00
3	Soil Erosion and Sedimentation Control	1	LS	1		1	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00
4	Maintaining Traffic	1	LS	1		1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00
5	Tree Protection	9	Ea	9		9	\$ 50.00	\$ 450.00	\$ -	\$ 450.00	\$ 450.00
6	Pavement, Rem	325	Syd	325		325	\$ 9.00	\$ 2,925.00	\$ -	\$ 2,925.00	\$ 2,925.00
7	Curb and Gutter, Rem	50	Lft	44		44	\$ 10.00	\$ 440.00	\$ -	\$ 440.00	\$ 500.00
8	Sidewalk, Rem	9	Syd	9		9	\$ 9.00	\$ 81.00	\$ -	\$ 81.00	\$ 81.00
9	Pathway Grading	1,240	Lft	1240		1240	\$ 4.00	\$ 4,960.00	\$ -	\$ 4,960.00	\$ 4,960.00
10	Aggregate Base, 6 inch	1150	Syd	1067		1067	\$ 2.25	\$ 2,400.75	\$ -	\$ 2,400.75	\$ 2,587.50
11	4-inch Concrete Sidewalk	6250	Sft	6030.5		6030.5	\$ 2.40	\$ 14,473.20	\$ -	\$ 14,473.20	\$ 15,000.00
12	6-inch Concrete Driveway	3200	Sft	3200		3200	\$ 2.60	\$ 8,320.00	\$ -	\$ 8,320.00	\$ 8,320.00
13	ADA Compliant Sidewalk Ramp	420	Sft	296.5		296.5	\$ 3.00	\$ 889.50	\$ -	\$ 889.50	\$ 1,260.00
14	ADA Detectable Warning Plate	32	Sft	32		32	\$ 20.00	\$ 640.00	\$ -	\$ 640.00	\$ 640.00
15	Drainage Modifications	1	LS	1		1	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 2,800.00	\$ 2,800.00
16	Regrade Ditch	50	Lft	50		50	\$ 10.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
17	Dr Structure Cover, Adj, Case 1	2	Ea	2		2	\$ 400.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
18	Dr Structure Cover, Adj, Case 2	1	Ea	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
19	Seeding and Mulching	1500	Syd	1500		1500	\$ 2.85	\$ 4,275.00	\$ -	\$ 4,275.00	\$ 4,275.00
	<b>Subtotal Project 1</b>							\$ 48,239.45	\$ -	\$ 48,239.45	\$ 49,383.50
<b>Project 2 - North Side of Ten Mile - West of Haggerty</b>											
20	Mobilization (5% Maximum)	1	LS	1		1	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
21	Pre-construction Audio-Visual	1	LS	1		1	\$ 725.00	\$ 725.00	\$ -	\$ 725.00	\$ 725.00
22	Soil Erosion and Sedimentation Control	1	LS	1		1	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
23	Maintaining Traffic	1	LS	1		1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00
24	Curb and Gutter, Rem	8	Lft	8		8	\$ 10.00	\$ 80.00	\$ -	\$ 80.00	\$ 80.00
25	Pathway Grading	310	Lft	310		310	\$ 3.80	\$ 1,178.00	\$ -	\$ 1,178.00	\$ 1,178.00
26	Aggregate Base, 6 inch	190	Syd	172.25		172.25	\$ 2.25	\$ 387.56	\$ -	\$ 387.56	\$ 427.50
27	4-inch Concrete Sidewalk	1520	Sft	1520		1520	\$ 2.40	\$ 3,648.00	\$ -	\$ 3,648.00	\$ 3,648.00
28	ADA Compliant Sidewalk Ramp	35	Sft	35		35	\$ 3.00	\$ 105.00	\$ -	\$ 105.00	\$ 105.00
29	Dr Structure Cover, Adj, Case 1	1	Ea	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
30	Dr Structure Cover, Adj, Case 2	2	Ea	2		2	\$ 400.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
31	Seeding and Mulching	400	Syd	400		400	\$ 2.85	\$ 1,140.00	\$ -	\$ 1,140.00	\$ 1,140.00
	<b>Subtotal Project 2</b>							\$ 9,563.56	\$ -	\$ 9,563.56	\$ 9,603.50

**CITY OF NOVI**  
**2009 PATHWAY CONSTRUCTION**  
 SDA Job No. : NV09-005

ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
<b>Project 3 - Base Bid - Haggerty, Segments from Village Woods to Ten Mile</b>											
32	Mobilization (5% Maximum)	1	LS	1		1	\$ 567.67	\$ 567.67	\$ -	\$ 567.67	\$ 567.67
33	Pre-construction Audio-Visual	1	LS	1		1	\$ 950.00	\$ 950.00	\$ -	\$ 950.00	\$ 950.00
34	Soil Erosion and Sedimentation Control	1	LS	1		1	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
35	Maintaining Traffic	1	LS	1		1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00
36	Clearing and Grubbing	195	Lft	195		195	\$ 9.00	\$ 1,755.00	\$ -	\$ 1,755.00	\$ 1,755.00
37	Tree, Rem, 8 inch to 18 inch	1	Ea	1		1	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00
38	Curb and Gutter, Rem	75	Lft	75		75	\$ 10.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00
39	Sidewalk, Rem	14	Syd	14		14	\$ 9.00	\$ 126.00	\$ -	\$ 126.00	\$ 126.00
40	Pathway Grading	900	Lft	900		900	\$ 2.80	\$ 2,520.00	\$ -	\$ 2,520.00	\$ 2,520.00
41	Aggregate Base, 6 inch	495	Syd	495		495	\$ 2.25	\$ 1,113.75	\$ -	\$ -1,113.75	\$ 1,113.75
42	4-inch Concrete Sidewalk	4000	Sft	4000		4000	\$ 2.40	\$ 9,600.00	\$ -	\$ 9,600.00	\$ 9,600.00
43	ADA Compliant Sidewalk Ramp	520	Sft	520		520	\$ 3.00	\$ 1,560.00	\$ -	\$ 1,560.00	\$ 1,560.00
44	ADA Detectable Warning Plate	100	Sft	100		100	\$ 20.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
45	ADA Detectable Warning Plate, Retrofit	40	Sft	20		20	\$ 25.00	\$ 500.00	\$ -	\$ 500.00	\$ 1,000.00
46	Regrade Ditch	75	Lft	18		18	\$ 10.00	\$ 180.00	\$ -	\$ 180.00	\$ 750.00
47	Dr Structure Cover, Adj, Case 1	1	Ea	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
48	Culv, CI A, Conc, 15 inch	16	Lft	16		16	\$ 40.00	\$ 640.00	\$ -	\$ 640.00	\$ 640.00
49	Culv, End Sect, Conc, 15 inch	2	Ea	2		2	\$ 400.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
50	Wooden Pedestrian Railing	24	Lft				\$ 15.00	\$ -	\$ -	\$ -	\$ 360.00
51	Cold Plastic Overlay, 6 inch	272	Lft	272		272	\$ 4.58	\$ 1,245.76	\$ -	\$ 1,245.76	\$ 1,245.76
52	Seeding and Mulching	1380	Syd	1380		1380	\$ 2.85	\$ 3,933.00	\$ -	\$ 3,933.00	\$ 3,933.00
53	TS, Pedestrian, Bracket Arm Mtd, Rem	4	Ea	4		4	\$ 115.00	\$ 460.00	\$ -	\$ 460.00	\$ 460.00
54	Pushbutton, Rem	2	Ea	2		2	\$ 115.00	\$ 230.00	\$ -	\$ 230.00	\$ 230.00
55	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	1	Ea	1		1	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00
56	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	4	Ea	4		4	\$ 1,500.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00
57	TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	1	Ea	1		1	\$ 1,750.00	\$ 1,750.00	\$ -	\$ 1,750.00	\$ 1,750.00
58	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	1	Ea				\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,200.00
59	Pushbutton, Salv	2	Ea	2		2	\$ 1,100.00	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 2,200.00
60	Conduit, DB, 1, 1 1/4 inch	30	Lft	30		30	\$ 42.00	\$ 1,260.00	\$ -	\$ 1,260.00	\$ 1,260.00
61	Conduit, DB, 1, 3 inch	15	Lft	7		7	\$ 64.00	\$ 448.00	\$ -	\$ 448.00	\$ 960.00
62	Conduit, Directional Bore, 1, 4 inch	50	Lft	50		50	\$ 60.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00
63	Hh, Round	2	Ea	2		2	\$ 800.00	\$ 1,600.00	\$ -	\$ 1,600.00	\$ 1,600.00
64	Wood Pole, Fit Up, TS Cable Pole	1	Ea	1		1	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ 420.00
65	Pushbutton Support Post	2	Ea	2		2	\$ 385.00	\$ 770.00	\$ -	\$ 770.00	\$ 770.00
66	Pedestal, Alum, RCOG	1	Ea	1		1	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
67	Pedestal, Fdn	1	Ea	1		1	\$ 710.00	\$ 710.00	\$ -	\$ 710.00	\$ 710.00
68	RCOC Force Account Charges	1500	Dir	1500		1500	\$ 1.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00
<b>Subtotal Project 3 - Base</b>								\$ 53,189.18	\$ -	\$ 53,189.18	\$ 57,331.18

**CITY OF NOVI**  
**2009 PATHWAY CONSTRUCTION**  
**SDA Job No. : NV09-005**

ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
<b>Project 3 - Change Order 1 - Alternate 1 - Haggerty South of Ten Mile Gap</b>											
93-1	Mobilization (5% Maximum)	1	LS	1		1	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
94-1	Pre-construction Audio-Visual	1	LS	1		1	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
95-1	Soil Erosion and Sedimentation Control	1	LS	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
96-1	Maintaining Traffic	1	LS	1		1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00
97-1	Clearing and Grubbing	25	Lft	25		25	\$ 12.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
98-1	Tree, Rem, 8 inch to 18 inch	1	Ea	1		1	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00
99-1	Pavement, Remove	30	Syd	30		30	\$ 9.00	\$ 270.00	\$ -	\$ 270.00	\$ 270.00
100-1	Curb and Gutter, Rem	45	Lft	20		20	\$ 10.00	\$ 200.00	\$ -	\$ 200.00	\$ 450.00
101-1	Curb and Gutter, Conc, Det C4	45	Lft	20		20	\$ 18.00	\$ 360.00	\$ -	\$ 360.00	\$ 810.00
102-1	Sidewalk, Rem	32	Syd	32		32	\$ 9.00	\$ 288.00	\$ -	\$ 288.00	\$ 288.00
103-1	Pathway Grading	240	Lft	240		240	\$ 3.90	\$ 936.00	\$ -	\$ 936.00	\$ 936.00
104-1	Aggregate Base, 6 inch	190	Syd	190		190	\$ 2.25	\$ 427.50	\$ -	\$ 427.50	\$ 427.50
105-1	4-inch Concrete Sidewalk	1300	Sft	1250		1250	\$ 2.40	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,120.00
106-1	6-inch Concrete Driveway	270	Sft	270		270	\$ 2.60	\$ 702.00	\$ -	\$ 702.00	\$ 702.00
107-1	ADA Compliant Sidewalk Ramp	305	Sft	305		305	\$ 3.00	\$ 915.00	\$ -	\$ 915.00	\$ 915.00
108-1	ADA Detectable Warning Plate	40	Sft	40		40	\$ 20.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
109-1	Drainage Modifications	1	LS				\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00
110-1	Regrade Ditch	50	Lft	50		50	\$ 10.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
111-1	Seeding and Mulching	320	Syd	320		320	\$ 2.85	\$ 912.00	\$ -	\$ 912.00	\$ 912.00
<b>Project 3 - Change Order 1 - Alternate 2 - Farmington Hills Ramps</b>											
112-1	Mobilization (5% Maximum)	1	LS	1		1	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
113-1	Pre-construction Audio-Visual	1	LS	1		1	\$ 50.00	\$ 50.00	\$ -	\$ 50.00	\$ 50.00
114-1	Soil Erosion and Sedimentation Control	1	LS	1		1	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
115-1	Curb and Gutter, Rem	20	Lft	20		20	\$ 10.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00
116-1	Curb and Gutter, Conc, Det C4	20	Lft	20		20	\$ 18.00	\$ 360.00	\$ -	\$ 360.00	\$ 360.00
117-1	Sidewalk, Rem	50	Syd	50		50	\$ 9.00	\$ 450.00	\$ -	\$ 450.00	\$ 450.00
118-1	Pathway Grading	48	Lft	48		48	\$ 8.44	\$ 405.12	\$ -	\$ 405.12	\$ 405.12
119-1	Aggregate Base, 6 inch	90	Syd	80		80	\$ 2.25	\$ 180.00	\$ -	\$ 180.00	\$ 202.50
120-1	4-inch Concrete Sidewalk	500	Sft	495		495	\$ 2.40	\$ 1,188.00	\$ -	\$ 1,188.00	\$ 1,200.00
121-1	ADA Compliant Sidewalk Ramp	220	Sft	220		220	\$ 3.00	\$ 660.00	\$ -	\$ 660.00	\$ 660.00
122-1	ADA Detectable Warning Plate	40	Sft	40		40	\$ 20.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
123-1	Dr Structure Cover, Adj, Case 1	1	Ea	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
124-1	Seeding and Mulching	200	Syd	85		85	\$ 2.85	\$ 242.25	\$ -	\$ 242.25	\$ 570.00
<b>Subtotal Project 3 - Change Order 1</b>								\$ 16,845.87	\$ -	\$ 16,845.87	\$ 20,828.12
<b>Subtotal Project 3</b>								\$ 70,035.05	\$ -	\$ 70,035.05	\$ 78,159.30



**CITY OF NOVI**  
**2009 PATHWAY CONSTRUCTION**  
 SDA Job No. : NV09-005

ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
<b>Project 4 - Eleven Mile and Clark Gaps</b>											
69	Mobilization (5% Maximum)	1	LS	1		1	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
70	Pre-construction Audio-Visual	1	LS	1		1	\$ 725.00	\$ 725.00	\$ -	\$ 725.00	\$ 725.00
71	Soil Erosion and Sedimentation Control	1	LS	1		1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00
72	Maintaining Traffic	1	LS	1		1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00
73	Tree Protection	2	Ea	2		2	\$ 100.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00
74	Clearing and Grubbing	225	Lft	225		225	\$ 9.00	\$ 2,025.00	\$ -	\$ 2,025.00	\$ 2,025.00
75	Tree, Rem, 8 inch to 18 inch	1	Ea	1		1	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00
76	Pavement, Rem	25	Syd	25		25	\$ 9.00	\$ 225.00	\$ -	\$ 225.00	\$ 225.00
77	Curb and Gutter, Rem	75	Lft	75		75	\$ 10.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00
78	Sidewalk, Rem	5	Syd	5		5	\$ 9.00	\$ 45.00	\$ -	\$ 45.00	\$ 45.00
79	Pathway Grading	455	Lft	455		455	\$ 4.50	\$ 2,047.50	\$ -	\$ 2,047.50	\$ 2,047.50
80	Aggregate Base, 6 inch	400	Syd	400		400	\$ 2.25	\$ 900.00	\$ -	\$ 900.00	\$ 900.00
81	Curb and Gutter, Conc. Det C4	245	Lft	245		245	\$ 18.00	\$ 4,410.00	\$ -	\$ 4,410.00	\$ 4,410.00
82	Curb, Conc. Det E2	25	Lft	25		25	\$ 20.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
83	Spillway, Conc	6	Lft	6		6	\$ 50.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
84	Riprap, Plain	9	Syd	9		9	\$ 30.00	\$ 270.00	\$ -	\$ 270.00	\$ 270.00
85	4-inch Concrete Sidewalk	3000	Sft	2892		2892	\$ 2.40	\$ 6,940.80	\$ -	\$ 6,940.80	\$ 7,200.00
86	ADA Compliant Sidewalk Ramp	275	Sft	275		275	\$ 3.00	\$ 825.00	\$ -	\$ 825.00	\$ 825.00
87	ADA Detectable Warning Plate	36	Sft	36		36	\$ 20.00	\$ 720.00	\$ -	\$ 720.00	\$ 720.00
88	Regrade Ditch	200	Lft	42		42	\$ 10.00	\$ 420.00	\$ -	\$ 420.00	\$ 2,000.00
89	Dr Structure Cover, Adj, Case 2	1	Ea	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
90	Wooden Pedestrian Railing	60	Lft	60		60	\$ 15.00	\$ 900.00	\$ -	\$ 900.00	\$ 900.00
91	Seeding and Mulching	500	Syd	500		500	\$ 2.85	\$ 1,425.00	\$ -	\$ 1,425.00	\$ 1,425.00
92	Retaining Wall, Culvert	0	Sft				\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal Project 4</b>							\$ 26,328.30	\$ -	\$ 26,328.30	\$ 28,167.50
<b>Balancing Change Order 2</b>											
6-2	Pavement, Rem	34.7	Syd	34.7		34.7	\$ 9.00	\$ 312.30	\$ -	\$ 312.30	\$ 312.30
7-2	Curb and Gutter, Rem	-6	Lft				\$ 10.00	\$ -	\$ -	\$ -	\$ (60.00)
8-2	Sidewalk, Rem	3.5	Syd	3.5		3.5	\$ 9.00	\$ 31.50	\$ -	\$ 31.50	\$ 31.50
9-2	Pathway Grading	54.5	Lft	54.5		54.5	\$ 4.00	\$ 218.00	\$ -	\$ 218.00	\$ 218.00
10-2	Aggregate Base, 6 inch	-83	Syd				\$ 2.25	\$ -	\$ -	\$ -	\$ (186.75)
11-2	4-inch Concrete Sidewalk	-219.5	Sft				\$ 2.40	\$ -	\$ -	\$ -	\$ (526.80)
12-2	6-inch Concrete Driveway	451.6	Sft	451.6		451.6	\$ 2.60	\$ 1,174.16	\$ -	\$ 1,174.16	\$ 1,174.16
13-2	ADA Compliant Sidewalk Ramp	-123.5	Sft				\$ 3.00	\$ -	\$ -	\$ -	\$ (370.50)
16-2	Regrade Ditch	46	Lft	46		46	\$ 10.00	\$ 460.00	\$ -	\$ 460.00	\$ 460.00
18	Dr Structure Cover, Adj, Case 2	1	Ea	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
19-2	Seeding and Mulching	556	Syd	556		556	\$ 2.85	\$ 1,584.60	\$ -	\$ 1,584.60	\$ 1,584.60
26-2	Aggregate Base, 6 inch	-17.75	Syd				\$ 2.25	\$ -	\$ -	\$ -	\$ (39.94)
27-2	4-inch Concrete Sidewalk	7.5	Sft	7.5		7.5	\$ 2.40	\$ 18.00	\$ -	\$ 18.00	\$ 18.00
28-2	ADA Compliant Sidewalk Ramp	12	Sft	12		12	\$ 3.00	\$ 36.00	\$ -	\$ 36.00	\$ 36.00
37-2	Tree, Rem, 8 inch to 18 inch	1	Ea	1		1	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00
38-2	Curb and Gutter, Rem	32.5	Lft	32.5		32.5	\$ 10.00	\$ 325.00	\$ -	\$ 325.00	\$ 325.00
39-2	Sidewalk, Rem	2.6	Syd	2.6		2.6	\$ 9.00	\$ 23.40	\$ -	\$ 23.40	\$ 23.40
40-2	Pathway Grading	12	Lft	12		12	\$ 2.80	\$ 33.60	\$ -	\$ 33.60	\$ 33.60

**CITY OF NOVI**  
**2009 PATHWAY CONSTRUCTION**  
**SDA Job No. : NV09-005**

ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
<b>Balancing Change Order 2 (cont.)</b>											
41-2	Aggregate Base, 6 inch	45.7	Syd	45.7		45.7	\$ 2.25	\$ 102.83	\$ -	\$ 102.83	\$ 102.83
42-2	4-inch Concrete Sidewalk	306.5	Sft	306.5		306.5	\$ 2.40	\$ 735.60	\$ -	\$ 735.60	\$ 735.60
43-2	ADA Compliant Sidewalk Ramp	220.5	Sft	220.5		220.5	\$ 3.00	\$ 661.50	\$ -	\$ 661.50	\$ 661.50
44-2	ADA Detectable Warning Plate	20	Sft	20		20	\$ 20.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
45-2	ADA Detectable Warning Plate, Retrofit	-20	Sft				\$ 25.00	\$ -	\$ -	\$ -	\$ (500.00)
46-2	Regrade Ditch	-57	Lft				\$ 10.00	\$ -	\$ -	\$ -	\$ (570.00)
47-2	Dr Structure Cover, Adj, Case 1	3	Ea	3		3	\$ 400.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00
48-2	Culv, Cl A, Conc, 15 inch	30	Lft	30		30	\$ 40.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00
49-2	Culv, End Sect, Conc, 15 inch	2	Ea	2		2	\$ 400.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
50-2	Wooden Pedestrian Railing	-24	Lft				\$ 15.00	\$ -	\$ -	\$ -	\$ (360.00)
51-2	Cold Plastic Overlay, 6 inch	30	Lft	30		30	\$ 4.58	\$ 137.40	\$ -	\$ 137.40	\$ 137.40
52-2	Seeding and Mulching	516	Syd	516		516	\$ 2.85	\$ 1,470.60	\$ -	\$ 1,470.60	\$ 1,470.60
56-2	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Cntdwn	1	Ea	1		1	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00
58-2	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	-1	Ea				\$ 2,200.00	\$ -	\$ -	\$ -	\$ (2,200.00)
60-2	Conduit, DB, 1, 1 1/4 inch	8	Lft	8		8	\$ 42.00	\$ 336.00	\$ -	\$ 336.00	\$ 336.00
61-2	Conduit, DB, 1, 3 inch	-8	Lft				\$ 64.00	\$ -	\$ -	\$ -	\$ (512.00)
62-2	Conduit, Directional Bore, 1, 4 inch	1	Lft	1		1	\$ 60.00	\$ 60.00	\$ -	\$ 60.00	\$ 60.00
74-2	Clearing and Grubbing	25	Lft	25		25	\$ 9.00	\$ 225.00	\$ -	\$ 225.00	\$ 225.00
75-2	Tree, Rem, 8 inch to 18 inch	1	Ea	1		1	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00
76-2	Pavement, Rem	9.45	Syd	9.45		9.45	\$ 9.00	\$ 85.05	\$ -	\$ 85.05	\$ 85.05
78-2	Sidewalk, Rem	23	Syd	23		23	\$ 9.00	\$ 207.00	\$ -	\$ 207.00	\$ 207.00
79-2	Pathway Grading	144	Lft	144		144	\$ 4.50	\$ 648.00	\$ -	\$ 648.00	\$ 648.00
80-2	Aggregate Base, 6 inch	32	Syd	32		32	\$ 2.25	\$ 72.00	\$ -	\$ 72.00	\$ 72.00
81-2	Curb and Gutter, Conc, Det C4	44	Lft	44		44	\$ 18.00	\$ 792.00	\$ -	\$ 792.00	\$ 792.00
82-2	Curb, Conc, Det E2	37.5	Lft	37.5		37.5	\$ 20.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00
85-2	4-inch Concrete Sidewalk	-108	Sft				\$ 2.40	\$ -	\$ -	\$ -	\$ (259.20)
86-2	ADA Compliant Sidewalk Ramp	27	Sft	27		27	\$ 3.00	\$ 81.00	\$ -	\$ 81.00	\$ 81.00
88-2	Regrade Ditch	-158	Lft				\$ 10.00	\$ -	\$ -	\$ -	\$ (1,580.00)
89-2	Dr Structure Cover, Adj, Case 2	1	Ea	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
91-2	Seeding and Mulching	77	Syd	77		77	\$ 2.85	\$ 219.45	\$ -	\$ 219.45	\$ 219.45
99-2	Pavement, Remove	40.8	Syd	40.8		40.8	\$ 9.00	\$ 367.20	\$ -	\$ 367.20	\$ 367.20
100-2	Curb and Gutter, Rem	-25	Lft				\$ 10.00	\$ -	\$ -	\$ -	\$ (250.00)
101-2	Curb and Gutter, Conc, Det C4	-25	Lft				\$ 18.00	\$ -	\$ -	\$ -	\$ (450.00)
103-2	Pathway Grading	65	Lft	65		65	\$ 3.90	\$ 253.50	\$ -	\$ 253.50	\$ 253.50
104-2	Aggregate Base, 6 inch	16.8	Syd	16.8		16.8	\$ 2.25	\$ 37.80	\$ -	\$ 37.80	\$ 37.80
105-2	4-inch Concrete Sidewalk	-50	Sft				\$ 2.40	\$ -	\$ -	\$ -	\$ (120.00)
106-2	6-inch Concrete Driveway	48.5	Sft	48.5		48.5	\$ 2.60	\$ 126.10	\$ -	\$ 126.10	\$ 126.10
107-2	ADA Compliant Sidewalk Ramp	26.5	Sft	26.5		26.5	\$ 3.00	\$ 79.50	\$ -	\$ 79.50	\$ 79.50
109-2	Drainage Modifications	-1	LS				\$ 2,800.00	\$ -	\$ -	\$ -	\$ (2,800.00)
111-2	Seeding and Mulching	35	Syd	35		35	\$ 2.85	\$ 99.75	\$ -	\$ 99.75	\$ 99.75
117-2	Sidewalk, Rem	20.8	Syd	20.8		20.8	\$ 9.00	\$ 187.20	\$ -	\$ 187.20	\$ 187.20
118-2	Pathway Grading	79.5	Lft	79.5		79.5	\$ 8.44	\$ 670.98	\$ -	\$ 670.98	\$ 670.98
119-2	Aggregate Base, 6 inch	-10	Syd				\$ 2.25	\$ -	\$ -	\$ -	\$ (22.50)
120-2	4-inch Concrete Sidewalk	-5	Sft				\$ 2.40	\$ -	\$ -	\$ -	\$ (12.00)
121-2	ADA Compliant Sidewalk Ramp	69	Sft	69		69	\$ 3.00	\$ 207.00	\$ -	\$ 207.00	\$ 207.00
123-2	Dr Structure Cover, Adj, Case 1	1	Ea	1		1	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00
124-2	Seeding and Mulching	-115	Syd				\$ 2.85	\$ -	\$ -	\$ -	\$ (327.75)

**CITY OF NOVI**  
**2009 PATHWAY CONSTRUCTION**  
**SDA Job No. : NV09-005**

ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT	
<b>Change Order 2 - New Items - Project 3, Base</b>												
125-2	RCOC Additional Permit	1	LS	1		1	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,800.00	
126-2	CMP 12", Remove	22	Lft	22		22	\$ 18.00	\$ 396.00	\$ -	\$ 396.00	\$ 396.00	
127-2	CMP 12"	20	Lft	20		20	\$ 35.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	
128-2	End Section, 12" metal	2	Ea	2		2	\$ 250.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	
129-2	21aa MDOT Gravel	1	LS	1		1	\$ 950.00	\$ 950.00	\$ -	\$ 950.00	\$ 950.00	
130-2	Fence, Remove and Replace Additional	1	LS	1		1	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	
131-2	Cedar Fence	88	Lft	88		88	\$ 45.00	\$ 3,960.00	\$ -	\$ 3,960.00	\$ 3,960.00	
132-2	Retaining Wall ( Project No. 4)	96	SFF	96		96	\$ 45.00	\$ 4,320.00	\$ -	\$ 4,320.00	\$ 4,320.00	
133-2	Restoration, Additional	1	LS	1		1	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	
<b>Change Order 2 - New Items - Project 3, Alt 1</b>												
134-2	Mobilization	1	LS	1		1	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	
135-2	Pre-construction Audio-Visual	1	LS	1		1	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	
136-2	Maintaining Traffic	1	LS	1		1	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	
137-2	12" CMP (10 Mile and Haggerty)	10	LF	10		10	\$ 40.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	
138-2	21aa Crushed Limestone (10 Mile and Haggerty)	15	Syd	15		15	\$ 25.00	\$ 375.00	\$ -	\$ 375.00	\$ 375.00	
139-2	Riprap (10 Mile and Haggerty)	10	Syd	10		10	\$ 30.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	
140-2	Labor (10 Mile and Haggerty)	16	Hrs	16		16	\$ 46.00	\$ 736.00	\$ -	\$ 736.00	\$ 736.00	
141-2	Backhoe and Operator (10 Mile and Haggerty)	5.5	Hrs	5.5		5.5	\$ 138.00	\$ 759.00	\$ -	\$ 759.00	\$ 759.00	
142-2	Sign "Business Open" (10 Mile)	1	LS	1		1	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	
<b>Change Order 2 - New Items - Project 3, Alt 2</b>												
143-2	Mobilization	1	LS	1		1	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	
144-2	Pre-construction Audio-Visual	1	LS	1		1	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	
145-2	Maintaining Traffic	1	LS	1		1	\$ 4,464.40	\$ 4,464.40	\$ -	\$ 4,464.40	\$ 4,464.40	
<b>Subtotal Change Order 2 - New Items</b>								\$ 22,660.40	\$ -	\$ 22,660.40	\$ 22,660.40	
<b>Subtotal Change Order 2</b>								\$ 42,989.42	\$ -	\$ 42,989.42	\$ 31,841.98	
<b>TOTALS</b>								\$ 197,155.78	\$ -	\$ 197,155.78	\$ 197,155.78	
								LESS RETAINAGE - 10% (Not to exceed):	\$ 10,147.79			
								TOTAL AMOUNT RECOMMENDED:		\$ 197,155.78		
								LESS PREVIOUS AMOUNT RECOMMENDED:		\$ 192,155.78		
								NET THIS CERTIFICATE:		\$ 5,000.00		

CITY OF NOVI  
2009 PATHWAY CONSTRUCTION  
SDA Job No. : NV09-005

SPALDING DeDECKER ASSOCIATES, INC.  
905 SOUTH BOULEVARD EAST  
ROCHESTER HILLS, MI 48307

WE HEREBY CERTIFY THAT THIS AMOUNT  
OF WORK HAS BEEN COMPLETED

  
TED MEADOWS, CONTRACT ADMINISTRATOR

DATE: 6/25/10

DEPARTMENT OF PUBLIC SERVICES  
FIELD SERVICES COMPLEX  
26300 DELWAL DRIVE  
NOVI, MI 48375

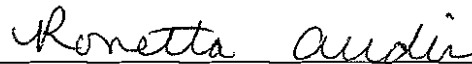
APPROVED FOR PAYMENT:

  
BRIAN COBURN, PE, SENIOR CIVIL ENGINEER

DATE: 7/1/10

AUDIA CONCRETE CONSTRUCTION, INC.  
2985 CHILDS LAKE  
MILFORD, MI 48381

ACCEPTED FOR PAYMENT:

  
RONETTA AUDIA, PRESIDENT  
Ronetta Audia

DATE: 6/25/10

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

Owner \_\_\_\_\_  
Architect \_\_\_\_\_  
Contractor \_\_\_\_\_  
Surety \_\_\_\_\_  
Other **2083374**

**PROJECT:** 2009 Pathway Construction, Install Concrete Safety Path,  
(name, address)

**TO:** (Owner)  
City of Novi  
45175 West 10 Mile Rd  
Novi, MI 48375-3024

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** Contract Bond

**CONTRACT DATE:**

**CONTRACTOR:**  
Audia Concrete Construction, Inc  
PO Box 72  
Milford, MI 48381

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**North American Specialty Insurance Company**  
475 N Martingale Road, Suite 850  
Schaumburg, Illinois 60173

, SURETY COMPANY

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

**Audia Concrete Construction, Inc**  
PO Box 72  
Milford, Michigan 48381

, CONTRACTOR,

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

**City of Novi**  
45175 West 10 Mile Rd  
Novi, Michigan 48375-3024

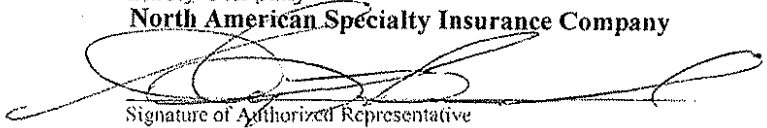
, OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **27th** day of **April**, **2010**

Surety Company  
**North American Specialty Insurance Company**

  
Signature of Authorized Representative

Attest:  
(Seal):



**Susan L. Belloli - Attorney-In-Fact**

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF  
DEBTS AND CLAIMS, Current Edition

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

T.J. GRIFFIN, JOHN L. BUDDE, STEVEN K. BRANDON,

SUSAN L. BELLOLI, TERENCE J. GRIFFIN, WILLIAM A. PIRRET and TERRI L. YOUNG

JOINTLY OR SEVERALLY

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

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

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

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



By

[Signature of Steven P. Anderson]

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



By

[Signature of David M. Layman]

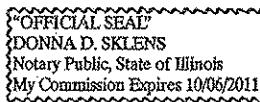
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 6th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of Donna D. Sklens]

Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27 day of April, 2010.

[Signature of James A. Carpenter]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

**BOND NO. 2083374**

IN FAVOR OF **City of Novi**

ON BEHALF OF **Audia Concrete Construction, Inc**

EFFECTIVE

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

**THE SURETY, North American Specialty  
Insurance Company**

hereby gives its consent to:

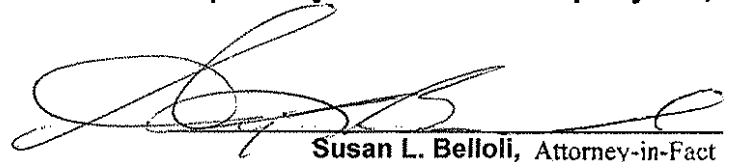
**Revise Contract/Maintenance bond amount to \$197,155.78 from \$144,485.68. This also  
constitutes the Final Contract Amount**

**EFFECTIVE: 27th day of April, 2010**

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond and under the attached bond as changes by this rider shall not be cumulative.

**SIGNED, AND SEALED 27th day of April, 2010**

**North American Specialty Insurance Company** Surety

  
**Susan L. Belloli, Attorney-in-Fact**

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

T.J. GRIFFIN, JOHN L. BUDDE, STEVEN K. BRANDON,

SUSAN L. BELLOLI, TERENCE J. GRIFFIN, WILLIAM A. PIRRET and TERRI L. YOUNG

JOINTLY OR SEVERALLY

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

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24<sup>th</sup> of March, 2000:

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

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



By

*[Signature]*

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



By

*[Signature]*

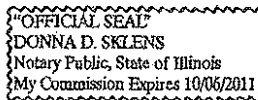
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6<sup>th</sup> day of June, 2008.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois ss:  
County of Du Page

On this 6<sup>th</sup> day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



*[Signature]*

Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27 day of June, 2010.

*[Signature]*

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company





**SWORN STATEMENT**

STATE OF MICHIGAN)  
 COUNTY OF ) SS  
 )

Ronetta Audia

, being duly sworn,

deposes and says:

That he makes the Sworn Statement on behalf of Audia Concrete Construction, Inc., who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan, and described as follows: (Insert legal description from Notice of Commencement)

City of Novi  
2010 Pathway Construction  
SDA Job No. NV09-005

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholding due but unpaid
Superior Materials	SUPPLY CONCRETE	21,191.79	21,191.79	0			
Metro Power	Electrical	20,032.50	20,032.50	0			

Ronetta Audia

, being duly sworn,

deposes and says:

That he makes the Sworn Statement on behalf of Audia Concrete Construction, Inc, who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan, and described as follows: (Insert legal description from Notice of Commencement)

City of Novi  
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Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholding due but unpaid
Superior Materials	SUPPLY CONCRETE	21,191.79	21,191.79	0			
Metro Power	Electrical	20,038.00	20,038.00	0			
TOTALS		41,229.79	41,229.79				

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as ..... of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

*Ronetta Audin*  
Deponent

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.**

Subscribed and sworn to before me this  
23 day of April, 2010

Notary Public  
*Christine A. Gentry*  
County Michigan  
My commission expires: 9-17-13

CHRISTINE A. GENTRY  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES 09/17/2013  
Acting in the County of \_\_\_\_\_

THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

# METROPOLITAN POWER and LIGHTING, INC.

3085 N. VAN DYKE - IMLAY CITY, MI 48444  
PHONE: 810.724.2800 / FAX: 810.724.3842

ATTENTION: ACCOUNTS RECEIVABLE

## FULL UNCONDITIONAL WAIVER

MY / OUR CONTRACT WITH AUDIA CONCRETE  
(Other Contracting Party)

TO PROVIDE PEDESTRIAN SIGNALS

FOR THE IMPROVEMENT OF THE PROPERTY DESCRIBED AS:

MPL'S JOB #: 08-07

JOB NAME: NOVI PATHWAY CONSTRUCTION

JOB #: \_\_\_\_\_

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY / OUR CONSTRUCTION LIEN RIGHTS  
AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

*CONTROLLER*  
METROPOLITAN POWER & LIGHTING

BY: *[Signature]*  
(Signature of Lien Claimant)  
*VICKI MAIR*

ADDRESS: 3085 N. VAN DYKE ROAD

IMLAY CITY, MI 48444

TELEPHONE: 810-724-2800

FAX : 810-724-3842

SIGNED ON: \_\_\_\_\_

4-25-10  
(Date)

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



33469 W. 14 Mile Rd., Suite 100, Farmington Hills, MI 48331  
(248) 788-8000 phone (248) 592-9130 fax

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with AUDIA CONCRETE CONST. to provide ready mix concrete for the improvement to the property described as:

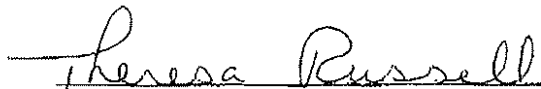
2009 NOVI SAFETY PATH

And hereby waive our construction lien for materials provided through 4/21/10.

This waiver, together with all previous waivers, if any, (circle one) does does not cover all amounts due to us for contract improvement provided through the date shown above.

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

SUPERIOR MATERIALS, LLC



Theresa Russell, Agent

Address: 33469 West 14 Mile Rd.

Farmington Hills, MI 48331

Telephone:(248) 788-8000

Signed on April 21, 2010