



CITY of NOVI CITY COUNCIL

Agenda Item F
July 18, 2011

SUBJECT: Approval of the final payment to Pro-Line Asphalt Paving Corporation for the 2010 Capital Preventative Maintenance – Phase 2 project in the amount of \$16,344.76

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

Rm
Bic

EXPENDITURE REQUIRED	\$ 16,344.76
AMOUNT BUDGETED	\$ 200,000 (Design and Construction)
LINE ITEM NUMBER	202-202.00-866.500 (Major Road CPM)

BACKGROUND INFORMATION:

The 2010 Capital Preventative Maintenance Program—Phase 2 project included lower cost preventative treatments to preserve the life of several road segments and resulted in increased PASER ratings on 1,850 feet or 0.35 miles of major roads. Major road segments included in the contract were: Venture Drive; Trans-X Drive, West Park Drive; and Old Novi Road. The construction contract was awarded to Pro-Line Asphalt Paving Corporation at the September 27, 2010 City Council meeting in the amount of \$156,025.

Staff worked with the City's consulting engineer for this project, URS Corporation (URS) to administer the construction contract, inspect the contractor's work and to submit the attached documents verifying the final contract payment amount that is due to the contractor, Pro-Line Asphalt Paving Corporation. (Final Pay Estimate No. 3; Balancing Work Change Directive and Balancing Change Order No. 2, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Kudla's June 29, 2011 letter, attached).

There were two (2) approved change orders resulting in a net increase of \$17,083.26 to the construction contract. The first change order was approved administratively on January 24, 2011 for an increase of \$9,395.76 to add quantities to the existing contract items that reflected field measurements. The second change order resulted in an increase of \$7,687.50 to add an item to pay the contractor for unused inspector "crew days". The contractor had originally bid twenty-nine (29) crew days, yet only used 16.5. The approved change orders resulted in a final contract price of \$180,832.79.

RECOMMENDED ACTION: Approval of the final payment to Pro-Line Asphalt Paving Corporation for the 2010 Capital Preventative Maintenance – Phase 2 project in the amount of \$16,344.76.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				



July 14, 2011

Mr. Aaron Staup, PE – Construction Engineering Coordinator
City of Novi
Department of Public Services
26300 Delwal Road
Novi, MI 48375-3024

**Reference: Final Pay Estimate
2010 Capital Preventative Maintenance - Major Roads Project, Phase 2
URS Project Number 12942682**

Dear Mr. Staup:

Attached is the Final Pay Estimate for the 2010 Capital Preventative Maintenance - Major Roads Project, Phase 2. We recommend a **FINAL** payment to the contractor, Pro Line Asphalt Paving Corp., in the amount of **\$16,344.76**.

Please contact myself or Jason Fisher at (248) 521-9522 if you have any questions or wish to discuss the project.

Sincerely,

URS Corporation Great Lakes

A handwritten signature in black ink that reads "Sean Kelsch".

Sean Kelsch, P.E.
Project Manager

cc: Brian Coburn, City of Novi



CITY OF NOVI

26300 Delwal Drive
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2010 CPM - Phase 2
OWNER: City of Novi
 45175 W. Ten Mile Road
 Novi, Michigan 48375

NOVI PROJECT NO.:
ENGINEER: URS Corporation
 27777 Franklin Road, Suite 2000
 Southfield, Michigan 48034

PAYMENT NO.: FINAL
CONTRACTOR: Pro-Line Asphalt Paving Corp.
 11797 29 Mile Road
 Washington, Michigan 48095

CONTRACT AMOUNT

ORIGINAL: \$ 163,749.53
REVISED: \$ 180,832.79

COMPLETION DATE

ORIGINAL: December 4, 2010
REVISED:

DATES OF ESTIMATE

FROM: December 2, 2010
TO: June 3, 2011

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt.	Quantity	Cost/Unit	Total Amt.	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	EA	29	\$ 615.00	\$ 17,835.00	29.00	\$ 615.00	\$ 17,835.00				16.50	\$ 10,147.50	57%
1	Pavement Removal	SY	2283	\$ 8.83	\$ 20,158.89	2446.47	\$ 8.83	\$ 21,602.33				2446.47	\$ 21,602.33	100%
2	Conc. Pavement w/ Integral Curb	SY	845	\$ 42.34	\$ 35,777.30	956.00	\$ 42.34	\$ 40,477.04				956.00	\$ 40,477.04	100%
3	Aggregate Base, 6 inch	SY	2283	\$ 4.85	\$ 11,072.55	1257.80	\$ 4.85	\$ 6,100.33				1257.80	\$ 6,100.33	100%
4	Conc. Pavement Repair	SY	883	\$ 46.06	\$ 40,670.98	943.80	\$ 46.06	\$ 43,471.43				943.80	\$ 43,471.43	100%
5	Cold Milling HMA Surface	SY	512	\$ 9.65	\$ 4,940.80	569.00	\$ 9.65	\$ 5,490.85				569.00	\$ 5,490.85	100%
6	HMA, 4C	Ton	215	\$ 88.97	\$ 19,128.55	251.93	\$ 88.97	\$ 22,414.21				251.93	\$ 22,414.21	100%
7	HMA, 2C	Ton	68	\$ 88.97	\$ 6,049.96	87.30	\$ 88.97	\$ 7,767.08				87.30	\$ 7,767.08	100%
8	Dr. Structure Cover, Adj. Case 1	EA	2	\$ 620.98	\$ 1,241.96	3.00	\$ 620.98	\$ 1,862.94				3.00	\$ 1,862.94	100%
9	Point-Up Drainage Structure	EA	2	\$ 141.14	\$ 282.28	4.00	\$ 141.14	\$ 564.56				4.00	\$ 564.56	100%
10	Joint Repair, Detail 7	FT	100	\$ 3.63	\$ 363.00		\$ 3.63	\$ -						
11	Joint Repair, Detail 8	FT	100	\$ 10.33	\$ 1,033.00		\$ 10.33	\$ -						
12	Shoulder, CI II	Ton	10	\$ 30.68	\$ 306.80		\$ 30.68	\$ -						
13	Underdrain, 6 inch	FT	420	\$ 11.57	\$ 4,859.40	478.00	\$ 11.57	\$ 5,530.46				478.00	\$ 5,530.46	100%
14	Loop Detector	EA	3	\$ 1,693.57	\$ 5,080.71	3.00	\$ 1,693.57	\$ 5,080.71				3.00	\$ 5,080.71	100%
15	Surface Restoration	LS	1	\$ 1,129.05	\$ 1,129.05	1.00	\$ 1,129.05	\$ 1,129.05	1	\$ 1,129.05		1.00	\$ 1,129.05	100%
16	Maintaining Traffic	LS	1	\$ 1,354.86	\$ 1,354.86	1.00	\$ 1,354.86	\$ 1,354.86				1.00	\$ 1,354.86	100%
17	Pavement Markings	LS	1	\$ 2,574.24	\$ 2,574.24	1.00	\$ 2,574.24	\$ 2,574.24				1.00	\$ 2,574.24	100%
Alternate B Bid														
18	Pavement Reinforcement Fabric	SY	1227	\$ 6.25	\$ 7,668.75	1227.00	\$ 6.25	\$ 7,668.75				1227.00	\$ 7,668.75	100%
19	Maintaining Traffic	LS	1	\$ 56.45	\$ 56.45	1.00	\$ 56.45	\$ 56.45				1.00	\$ 56.45	100%
20	Unused Inspector Days Bonus	EA				12.50	\$ 615.00	\$ 7,687.50	12.5	\$ 7,687.50		12.50	\$ 7,687.50	100%

TOTAL THIS SHEET \$ 163,749.53 \$ 180,832.79 \$ 8,816.55 \$ 180,832.79 100%



CITY OF NOVI

26300 Delwal Drive
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2010 CPM - Phase 2 NOVI PROJECT NO.: PAYMENT NO.: FINAL

Original Contract Amount:	\$	163,749.53
Change Orders:	\$	17,083.26
Adjusted Contract Amount to Date:	\$	180,832.79
Total Cost of Work Performed to Date:	\$	180,832.79
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 16.5 \$	-
	This Pay	
Net Amt. Earned of Contract and Extra Work to Date:	\$	180,832.79
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	180,832.79
MINUS Amount of Previous Payments:	\$	164,488.03
1 \$	154,273.96	
2 \$	10,214.07	
3 \$	-	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	
BALANCE DUE THIS PAYMENT:	\$	16,344.76

CHANGE ORDERS

No.	Date		Amount
1	January 24, 2011	\$	9,395.76
	June 3, 2011	\$	7,687.50
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-

TOTAL: \$ 17,083.26

Inspection "Crew Days" Allowed per Contract:	29
Inspection "Crew Days" Used to Date:	16.5
Inspection "Crew Days" Remaining:	12.5



CITY OF NOVI

26300 Delwal Drive
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2010 CPM - Phase 2

NOVI PROJECT NO.:

PAYMENT NO.:

FINAL

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

Pro-Line Asphalt
Contractor Company

Contractor Authorized Signature

By: Matthew Jones
Print Name

Date: 6/6/11

URS Corp
Consultant Firm

Consultant Authorized Signature

By: Jason Fisher
Print Name

Date: 6-14-11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI
Aron J. Staup

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 7/5/11

Brian Coburn

By: Brian Coburn, Senior Civil Engineer

Dated: 7/8/11



**BALANCING
WORK CHANGE DIRECTIVE No. 2**

Project: 2010 CPM - Phase 2

Owner: City of Novi
26300 Delwal Drive
Novi, Michigan 48375
(248) 735-5632

Engineer: URS Corporation
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034

Contractor: Pro-Line Asphalt Paving Corp.
11797 29 Mile Road
Washington, Michigan 48095

Drafted Date: June 3, 2011

Reasoning: Add Item to pay contractor bonus for unused inspector days.

Existing Contract Items

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
Subtotals					\$0.00	\$0.00
Total						\$0.00

New Contract Items

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
20	Unused Inspector Days Bonus	EA	\$615.00	12.5	\$7,687.50	
Subtotals					\$7,687.50	\$0.00
Total					\$7,687.50	

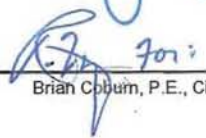
Estimated Increase/Decrease in Contract Price	\$7,687.50
Original Contract Amount	\$163,749.53
Sum of Previous Approved Change Orders	\$9,395.76
Estimated Revised Contract Amount	\$180,832.79

*Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum.

Accepted By:  Date: 6/6/11
 Pro-Line Asphalt Paving Corp.

Prepared By: _____ Date: _____
 URS Corp. Jason Fisher, P.E.

Recommended By:  Date: 7/5/11
 Aaron J. Staup, Construction Engineer

Approved By:  Date: 7/8/11
 Brian Coburn, P.E., City Engineer



BALANCING
CHANGE ORDER No. 2

Project: 2010 CPM - Phase 2

Owner: City of Novi
26300 Delwal Drive
Novi, Michigan 48375
(248) 735-5632

Engineer: URS Corporation
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034

Contractor: Pro-Line Asphalt Paving Corporation
11797 29 Mile Road
Washington, Michigan 48095

Drafted Date: June 3, 2011

Description/Reasoning: Create Item for contractor to be paid bonus for unused inspector days.

To the Contractor: You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated. Documentation supporting these changes are on file with the City of Novi's Engineer. Current project plans and specifications will be adhered to unless specifically changed by this change order document.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	\$7,687.50
ORIGINAL CONTRACT AMOUNT:	\$163,749.53
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$9,395.76
REVISED CONTRACT AMOUNT:	\$180,832.79

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CONTRACT TIME BY: 0 Day(s) to Substantial or Final Completion

Where applicable, attach the corresponding number of Work Change Directive to this Change Order.

Accepted By: [Signature] Date: 6/6/11
Pro-Line Asphalt Paving Corp.

Prepared By: _____ Date: _____
URS Corp. Jason Fisher P.E.

Recommended By: [Signature] Date: 7/5/11
Aaron Staup, Construction Engineer

Approved By: [Signature] Date: 7/8/11
Brian Coburn, P.E., City Engineer

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
) §
County of Macomb)

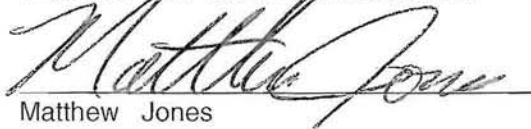
The undersigned Matthew Jones representing Pro-Line Asphalt Paving Corp. hereby represents that he (it) was awarded a contract by City of Novi. hereinafter called the Contractor , to furnish all labor and materials in accordance with the terms and conditions of URS Job No. 12942682 and the undersigned further represents that the subject work has reached substantial completion.

The undersigned hereby warrants that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing this said project, as well as all other claims arising from performance of said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim for work performed before **November 30, 2010** should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and materials used in accomplishing said project by the Contractor. The release of this Affidavit is applicable to the work completed before **November 30, 2010** and is conditioned on final payment of **Eight Thousand Six Hundred Fifty-Seven Dollars and 26/100 (\$8,657.26)** being received from the Owner. Additional work performed on said project is subject to additional payments to the Contractor and shall not be integrated under this waiver .

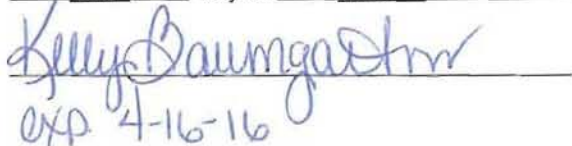
This affidavit is given with full knowledge of the facts, on this 2nd day of May, 2011.

PRO-LINE ASPHALT PAVING CORP.


Matthew Jones

Subscribed and sworn to before me, a Notary Public
in and for MACOMB County, Michigan this

2nd day of MAY


exp 4-16-16

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

Owner _____
Architect _____
Contractor _____
Surety **Bond No. 1214979**
Other _____

PROJECT: 2010 Capital Preventative Maintenance Major Roads Project Phase 2
(name, address)

TO: (Owner)
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO:
CONTRACT FOR: 2010 Capital Preventative
Maintenance Major Roads
Project Phase 2
CONTRACT DATE:

CONTRACTOR:
Pro-Line Asphalt Paving Corporation
11797 29 Mile Road
Washington, MI 48095

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Old Republic Insurance Company
400 North Executive Drive, Suite 306
Brookfield, Wisconsin 53008 ,**SURETY COMPANY**

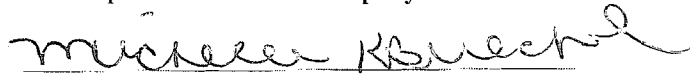
on bond of (here insert name and address of Contractor)
Pro-Line Asphalt Paving Corporation
11797 29 Mile Road
Washington, Michigan 48095 ,**CONTRACTOR,**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)
City of Novi
45175 West Ten Mile Road ,**OWNER,**
Novi, Michigan 48375

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**, **2011**

Surety Company
Old Republic Insurance Company


Signature of Authorized Representative

Attest:
(Seal): 

Michelle K. Buechel - 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



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

THOMAS R GUY, PAUL M HURLEY, MICHAEL D LECHNER, ROBERT D HEUER, MARGARET M KOHLOFF, MARK T MADDEN, ROGER W BLASER, MICHELLE K BUECHEL, C.A. JOHNSON, KRISTYN M LANGBEEN, OF TROY, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SIX MILLION DOLLARS (\$6,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of MARCH, 2011.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M Johnson
Assistant Secretary



Gerald C Leach
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30TH day of MARCH, 2011, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Nicole L Howe
Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5332

Signed and sealed at the City of Brookfield, WI this 27th day of April, 2011



GUY HURLEY BLASER & HEUER LLC

Guy Hurley Blaser & Heuer
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

**DECREASE
RIDER**

Rider to be attached to and form a part of Bond Number 1214979, dated the _____ day of _____, 2010, executed by Old Republic Insurance Company (the "Surety") on behalf of

Pro-Line Asphalt Paving Corporation (the "Principal")

in favor of

City of Novi (the "Obligee")

It is understood and agreed that the penal sum of the attached bond is hereby decrease from

One Hundred Seventy Three Thousand One Hundred Forty Five and 29/100 (\$ 173,145.29) Dollars

to

One Hundred Sixty Two Thousand Nine Hundred Ninety Seven and 79/100 (\$ 162,997.79) Dollars

said decrease being applicable only as to acts or omissions occurring on or after the 29th day of June _____, 2011.

This change is effective 29th day of June _____, 2011.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 29th day of June _____, 2011.

WITNESS or ATTEST:

Kelly Daumgen

PRO-LINE ASPHALT PAVING CORPORATION

(Principal)

By *Nanette Jones* (Seal)

Name: Nanette Jones

Title: President

OLD REPUBLIC INSURANCE COMPANY

By *Michelle K. Buechel* (Seal)

Michelle K. Buechel Attorney-In-Fact

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

THOMAS R GUY, PAUL M HURLEY, MICHAEL D LECHNER, ROBERT D HEUER, MARGARET M KOHLOFF, MARK T MADDEN, ROGER W BLASER, MICHELLE K BUECHEL, C.A. JOHNSON, KRISTYN M LANGBEEN, OF TROY, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SIX MILLION DOLLARS (\$6,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25TH day of MAY, 2011.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M Johnson
Assistant Secretary



Gerald C Leach
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25TH day of MAY, 2011, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Nicole L Howe
Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5332

Signed and sealed at the City of Brookfield, WI this 29TH day of JUN, 2011



Guy Hurley Blaser & Heuer LLC
Assistant Secretary

GUY HURLEY BLASER & HEUER LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



PRO-LINE ASPHALT

RECEIVED
APR 19 2011
PRO-LINE ASPHALT

PARTIAL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

I/We have a contract with **PRO-LINE ASPHALT PAVING CORP.** to provide :

Concrete

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

and hereby waive my/our construction lien to the amount of **\$3,903.65** for labor/materials provided through 12/30/10.

Total amount received on this project to date: \$74,169.37

This waiver, together with all previous waivers, if any ~~does~~ does not cover all amounts due to me/us for contract improvements provided through the date shown above.

Goretski Construction Company
4850 South Hill Road
Milford, MI 48381-3936



Mary Ann Hamilton

(Print Name)

Signed on: 4-13-11

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

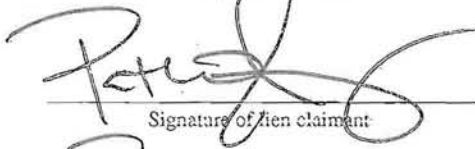
Area Reflective Crack Control Treatment

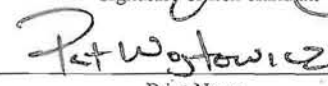
for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

Road Fabrics, Inc.
27W045 St. Charles Rd.
Carol Stream, IL 60188



Signature of Lien claimant


Print Name
Signed on 3-25-11
Date

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RECEIVED
MAR 31 2011
PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

Traffic Control

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

Spartan Barricading & Traffic Control
1560 Cedar Street
Holt, MI 48842

Kenneth J McRady

Signature of lien claimant

Kenneth J McRady

Print Name

Signed on 2-15-11

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED
FEB 22 2011
PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

Pavement Marking

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

P. K. Contracting, Inc.
1965 Barrett
Troy, MI 48084

Nicole Gray

Signature of lien claimant

Nicole Gray

Print Name
Signed on *1/28/2011*

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED
FEB 01 2011
PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

Electrical

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

J. Ranck Electric, Inc.
1993 Gover Parkway
Mt. Pleasant, MI 48858

Signature of lien claimant

MATTHEW WARREN - CFO

Print Name

Signed on 1/20/11

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED

JAN 28 2011

PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :


21AA Crushed Concrete

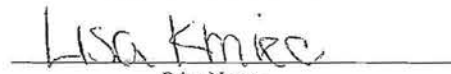
for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

A & E Agg. Of Canton, Inc.
3448 West Eleven Mile Road
Berkley, MI 48072


Signature of lien claimant


Print Name

Signed on 1/06/2011
Date

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RECEIVED

JAN 06 2011

PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

Trucking

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

N & J Trucking
20941 Napier Rd.
Northville, MI 48167

Signature of lien claimant

NANCY MARCICKI

Print Name

Signed on 12-28-10

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED
JAN 03 2011
PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PLA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

Pipe / Culvert

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

HD Supply
PO Box 91036
Chicago, IL 60693-1036

Kathy Anderson
Signature of lien claimant

KATHY ANDERSON
Print Name

Signed on 12-29-10
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED
JAN 03 2011
PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

Bonds

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

Guy Hurley Blaser & Heuer
1080 Kirts Blvd.
Suite 500
Troy, MI 48084

Signature of lien claimant

Print Name

Signed on 12-27-10

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED

JAN 03 2011

PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

Asphalt Materials

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

Ajax Materials Corporation
Attn: Debbie
PO Box 7058
Troy, MI 48007

D.L. McCrystal

Signature of lien claimant

D.L. McCRYSTAL

Print Name

Signed on *12-27-10*

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

ck. # 11325

RECEIVED
JAN 03 2011
PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

Topsoil

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

Messina Trucking, Inc.
6386 Auburn Road
Utica, MI 48317-5202

Signature of lien claimant

STEPHEN J. MESSINA

Print Name

Signed on 12-28-10

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED
JAN 03 2011
PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :

21AA Crushed Concrete

for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

GBM Recycled Concrete Co
7644 Whitmore Lake Road
Brighton, MI 48116

Cheryl Pleiness
Signature of lien claimant

Cheryl Pleiness
Print Name

Signed on 12-27-10
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED
JAN 03 2011
PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :


Construction Sweeping

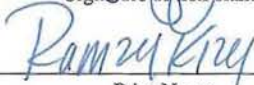
for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

The SweepMaster, Inc.
2248 Star Court
Rochester Hills, MI 48309



Signature of lien claimant


Print Name
Signed on 12/27/10
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED

JAN 03 2011

PRO-LINE ASPHALT



PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with **Pro-Line Asphalt Paving Corp.** to provide :


Trucking


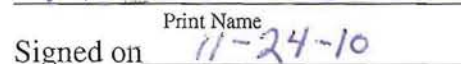
for the improvement of the property described as:

**2010 Novi Capital Preventative Maintenance
Novi, Michigan
PLA Job Number NOV-10-042**

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

Ironman Trucking
15080 29 Mile Road
Washington, MI 48094


Signature of lien claimant


Print Name
Signed on 
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY

RECEIVED
NOV 29 2010
PRO-LINE ASPHALT

June 29, 2011

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

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

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

**Re: 2010 Capital Preventative Maintenance, Phase 2
Pro-Line Asphalt Paving Corp.
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the 2010 Capital Preventative Maintenance, Phase 2 Contract:

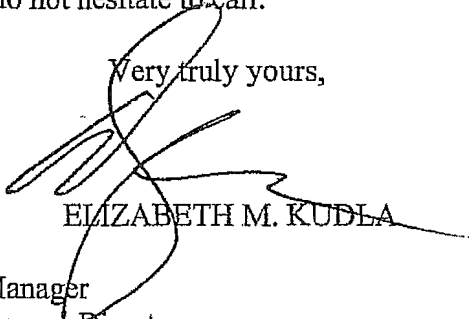
- Change Order No. 2
- Application for Final Payment
- Maintenance and Guarantee Bond and Rider
- Waivers of Lien
- Consent of Surety to final payment
- Contractor's Sworn Statement

Subject to the approval of the Final Pay Estimate by City staff and/or consultant the closing documents appear to be in order.

It is our understanding that Pro-Line Asphalt Paving Corp., will provide its full unconditional waiver of lien at the time it picks up the final payment.

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

C: Clay Pearson, City Manager
Kathy Smith-Roy, Finance Director
Marina Neumaier, Assistant Finance Director
Thomas R. Schultz, Esquire

1672387_1.doc