



CITY of NOVI CITY COUNCIL

Agenda Item J
November 14, 2011

SUBJECT: Approval of the final balancing change order and final pay estimate to Pro-Line Asphalt Paving Corporation for the South Lake Drive/13 Mile Intersection Improvements project in the amount of \$2,122.81.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 2,122.81
AMOUNT BUDGETED	\$ 2,200 Intersection Improvements
	\$ 0 13 Mile Pathway Gap
	\$ 2,200 TOTAL
LINE ITEM NUMBER	204-204.00-863.106 Intersection Improvements
	204-204.00-974.420 13 Mile Pathway Gap

BACKGROUND INFORMATION:

This project involved improvements to the intersection of South Lake Drive, Old Novi Road, and 13 Mile Road, which included: Removal of the existing unwarranted traffic signal; reconfiguration of the South Lake Drive approach to better accommodate large vehicles; and installation of a sidewalk to fill in the gap along the south side of 13 Mile between the intersection and Martin Avenue. The construction contract was awarded to Pro-Line Asphalt Paving Corporation at the March 21, 2011 City Council meeting in the amount of \$105,626.

Staff worked with the City's consulting engineer for this project, Orchard, Hiltz & McCliment, Inc. (OHM) 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, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Kudla's October 27, 2011 letter, attached).

There was one (1) approved change order resulting in a net decrease of \$515 to the construction contract. This change order was approved on July 5, 2011 to balance existing contract items that were either added to or not used. The approved change order resulted in a final contract price of \$106,141.

RECOMMENDED ACTION: Approval of the final balancing change order and final pay estimate to Pro-Line Asphalt Paving Corporation for the South Lake Drive/13 Mile Intersection Improvements project in the amount of \$2,122.81.

	1	2	Y	N
Mayor Gatt				
Council Member Casey				
Council Member Fischer				
Council Member Margolis				

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



October 27, 2011

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-3158
www.secretswardle.com

Elizabeth M. Kudla
Director: 248-539-2846
bkudla@secretswardle.com

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

**Re: Old Novi Road, 13 Mile & South Lake Drive Intersection
Pro-Line Asphalt Paving Corp.
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Old Novi Road, 13 Mile and South Lake Drive Intersection Contract:

- Application for Final Payment
- Maintenance and Guarantee Bond
- Waivers of Lien
- Consent of Surety to final payment
- Contractor's Sworn Statement

We note that no bond rider is being required due to the insignificant increase in contract total of \$515.00. Subject to the approval of the Final Pay Estimate by City staff, 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

Enclosures

C: Clay Pearson, City Manager (w/Enclosures)
Kathy Smith-Roy, Finance Director (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



October 5, 2011

City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Attention: Mr. Aaron Staup
City of Novi

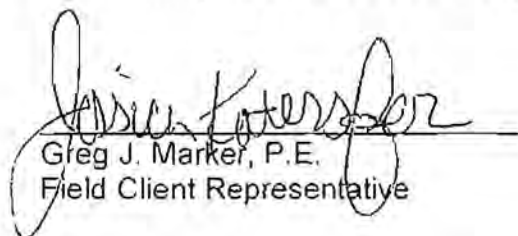
Regarding: Old Novi Road, 13 Mile Road & South Lake Drive Intersection
OHM Job No. 0163-10-0121

Dear Mr. Staup:

Enclosed herewith are FINAL Application for Payment with Contractor's Sworn Statement and Schedule B and the required documents for final payment. These documents are as follows: 1) Contractor's Declaration; 2) Contractor's Affidavit; 3) Consent of Surety; and 4) Full Unconditional Waivers of Lien from Subcontractors and Suppliers.

Pro-Line Asphalt Paving Corporation has completed the work shown on the attached construction estimate for the period ending July 29, 2011 and we would recommend payment to the Contractor in the amount of \$2,122.81 which represents previously held retainage.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.



Greg J. Marker, P.E.
Field Client Representative

cc: Pro-Line Asphalt Paving Corporation
Jessica Katers, P.E., OHM
File

P:\0126_0165\0163100120_Old_Novi_13mi_SLake\CONST\Estimates_Change Orders\Estimates\Est No.3
(FINAL)\Estimate No3 (FINAL).doc



CITY OF NOVI

28300 Delwin Drive
 Novi, Michigan 48275
 Tel: (248) 347-6664
 Fax: (248) 725-6669

APPLICATION FOR FINAL PAYMENT

PROJECT: Old New Road, 13 Mile Road &	NOVI PROJECT NO.:	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48275	ENGINEER: Dickard, Hill, McHenry, Inc. 34500 Plymouth Road Livonia, Michigan 48150	CONTRACTOR: Pro-Line Asphalt Paving Corporation 11101 20 Mile Road Washington, Michigan 48095
CONTRACT AMOUNT	COMPLETION DATE:	DATE OF ESTIMATE:
ORIGINAL: \$ 105,025.00	ORIGINAL:	FROM: JULY 1, 2011
REVISED: \$ 106,141.20	REVISED:	TO: JULY 26, 2011

SECTION 1 COST OF COMPLETED WORK TO DATE

Qty	Description of Item	UoM	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Contract	Total Amt	Quantity	Contract	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Other: Installation "Cover Deck"	EA	15	\$ 815.00	\$ 815.00	15	\$ 815.00	\$ 815.00				15	\$ 815.00	100%
Division 2 - Installation (Improvements)														
1	Manhole Box, 36" Dia	LB	1	\$ 3,990.00	\$ 3,990.00	1	\$ 3,990.00	\$ 3,990.00				1	\$ 3,990.00	100%
2	Asph. Veneer Road Surface	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00				1	\$ 1,000.00	100%
3	Curb and Gutter, Rein	FL	242	\$ 3.22	\$ 780.88	242	\$ 3.22	\$ 780.88				242	\$ 780.88	100%
4	Flat, Rein	Syd	158	\$ 7.44	\$ 1,165.52	158	\$ 7.44	\$ 1,165.52				158	\$ 1,165.52	100%
5	Grass, Rein	Syd	323	\$ 2.69	\$ 868.87	323	\$ 2.69	\$ 868.87				323	\$ 868.87	100%
6	Subgrade Underlayment, Type I (Spaced)	Cyd	120	\$ 31.62	\$ 3,794.40	72.54	\$ 31.62	\$ 2,293.84				72.54	\$ 2,293.84	100%
7	Subgrade Underlayment, Type I (Spaced)	Cyd	30	\$ 35.14	\$ 1,054.20	0.00	\$ 35.14	\$ 0.00				0.00	\$ 0.00	
8	Grass, Concrete	LS	1	\$ 424.75	\$ 424.75	1.00	\$ 424.75	\$ 424.75				1.00	\$ 424.75	100%
9	Aggregate Base, 8 inch	LS	31	\$ 19.89	\$ 616.29	30.99	\$ 19.89	\$ 611.00				30.99	\$ 611.00	100%
10	Manufacture Aggregate, 2" Max	Syd	52	\$ 18.70	\$ 972.40	52.55	\$ 18.70	\$ 982.89				52.55	\$ 982.89	100%
12	Curb, 24" x 12" x 12 inch	Tr	3	\$ 39.20	\$ 117.60	0.00	\$ 39.20	\$ 0.00				0.00	\$ 0.00	
13	Curb End, 24" x 12" x 12 inch	Tr	1	\$ 127.48	\$ 127.48	0.00	\$ 127.48	\$ 0.00				0.00	\$ 0.00	
14	Dr. Shovel Cover, 48" Dia, 2'	EA	2	\$ 1,037.45	\$ 2,074.90	2.00	\$ 1,037.45	\$ 2,074.90				2.00	\$ 2,074.90	100%
15	WMA, 3C, 2 inch	LS	2049	\$ 7.28	\$ 14,914.32	2074.00	\$ 7.28	\$ 15,100.72				2074.00	\$ 15,100.72	100%
16	WMA, 4C, 2 inch	LS	2049	\$ 7.58	\$ 15,540.42	2074.00	\$ 7.58	\$ 15,720.92				2074.00	\$ 15,720.92	100%
18	Curb, 24" x 12" x 12 inch	Syd	1284	\$ 3.22	\$ 4,136.88	1227.30	\$ 3.22	\$ 3,951.90				1227.30	\$ 3,951.90	100%
20	Curb and Gutter, Conc. Rein 2'	Syd	325	\$ 14.89	\$ 4,839.25	323.00	\$ 14.89	\$ 4,808.27				323.00	\$ 4,808.27	100%
21	Curb and Gutter, Conc. Rein 12" (MCO)	Syd	144	\$ 14.89	\$ 2,144.16	144.00	\$ 14.89	\$ 2,144.16				144.00	\$ 2,144.16	100%
24	Grass, Rein, 40'	Syd	750	\$ 3.88	\$ 2,916.00	752.11	\$ 3.88	\$ 2,928.00				752.11	\$ 2,928.00	100%
TOTAL THIS SHEET					\$ 62,137.29			\$ 61,729.49					\$ 61,729.49	100%



CITY OF NOVI

26200 Daniel Drive
Novi, Michigan 48377
Tel: (248) 347-0434
Fax: (248) 735-8833

APPLICATION FOR FINAL PAYMENT

PROJ/EST: 101 New Road, 12 Mile Road B

NOVI PROJECT NO.:

PAYMENT NO.:

19-01

SECTION 1

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	UOM	CONTRACT ITEM (Grand)			CONTRACT ITEM (Revised)			THIS PERIOD			100% TO DATE		
			Quantity	Contract	Total Amt	Quantity	Contract	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Interstate Warning Surface	Sq	55	\$ 27.75	\$ 1,526.25	77.75	\$ 27.75	\$ 2,152.50				77.75	\$ 2,152.50	100%
26	Shoulder Patch, HMA, 12A, 2 In., 21/84	Sqft	35	\$ 17.22	\$ 602.70	37.25	\$ 17.22	\$ 642.25				37.25	\$ 642.25	100%
27	Shoulder Patch, Aggregate, 27 AA Unseamed, 4	Sqft	110	\$ 5.99	\$ 658.90	115.00	\$ 5.99	\$ 688.85				115.00	\$ 688.85	100%
28	Prod. Mfg. Patch	LS	1	\$ 2,187.27	\$ 2,187.27	1.00	\$ 2,187.27	\$ 2,187.27				1.00	\$ 2,187.27	100%
29	Reinforced Strip	Sq	5	\$ 353.60	\$ 1,768.00	5.00	\$ 353.60	\$ 1,768.00				5.00	\$ 1,768.00	100%
30	Prod. Mfg. Only Cold Plastic, 4 In., Covered	Sq	102	\$ 4.05	\$ 413.10	107.00	\$ 4.05	\$ 433.35				107.00	\$ 433.35	100%
31	Prod. Mfg. Only Cold Plastic, 24 In., Strip II	Sq	53	\$ 16.85	\$ 893.15	54.00	\$ 16.85	\$ 910.50				54.00	\$ 910.50	100%
32	Prod. Mfg. Only Cold Plastic, RT Tape Only	Sq	1	\$ 216.48	\$ 216.48	1.00	\$ 216.48	\$ 216.48				1.00	\$ 216.48	100%
33	Prod. Mfg. Sensible Thermal, 4 In., Yell	Sq	2067	\$ 0.89	\$ 1,841.73	2068.00	\$ 0.89	\$ 1,841.52				2068.00	\$ 1,841.52	100%
34	Sign, Retrosive and Rear	Sq	2	\$ 111.21	\$ 222.42	0.50	\$ 111.21	\$ 55.61				0.50	\$ 55.61	100%
35	Traffic Matte/Resine and Control	LS	1	\$ 7,035.12	\$ 7,035.12	1.00	\$ 7,035.12	\$ 7,035.12				1.00	\$ 7,035.12	100%
36	Site Landscaping	LS	1	\$ 5,755.24	\$ 5,755.24	1.00	\$ 5,755.24	\$ 5,755.24				1.00	\$ 5,755.24	100%
38	Conc. Schlute 40, 4 In.	Sq	133	\$ 25.79	\$ 3,430.00	133.00	\$ 25.79	\$ 3,430.00				133.00	\$ 3,430.00	100%
39	TS, Span Wire Mat, 2mm (ACCP)	LS	1	\$ 2,755.74	\$ 2,755.74	1.00	\$ 2,755.74	\$ 2,755.74				1.00	\$ 2,755.74	100%
Station B - 12 Mile Parkway Gap														
4	Clearing & Earthwork, Slope Patch/Grass	LS	1	\$ 1,775.21	\$ 1,775.21	1	\$ 1,775.21	\$ 1,775.21				1	\$ 1,775.21	100%
17	HMA, AC, 4 In., Driveway	Sqft	15	\$ 45.28	\$ 679.20	15	\$ 45.28	\$ 679.20				15	\$ 679.20	100%
18	HMA, AC, 8 In., Driveway	Sqft	15	\$ 45.28	\$ 679.20	15	\$ 45.28	\$ 679.20				15	\$ 679.20	100%
22	Slabwork, Conc, 4 In.	Sq	1807	\$ 3.86	\$ 6,975.02	1807	\$ 3.86	\$ 6,975.02				1807	\$ 6,975.02	100%
23	Slabwork, Conc, 8 In.	Sq	50	\$ 4.25	\$ 212.50	50	\$ 4.25	\$ 212.50				50	\$ 212.50	100%
37	Topsoil, Seed and Mulch, 3 In. - NCTE, 10' or De B.	Sq	775	\$ 3.31	\$ 2,567.25	775	\$ 3.31	\$ 2,567.25				775	\$ 2,567.25	100%
TOTAL FROM THIS SHEET					\$ 43,488.24			\$ 64,411.16					\$ 64,411.16	
TOTAL FROM OTHER SHEET					\$ 62,157.26			\$ 81,720.46					\$ 81,720.46	
SUBTOTAL					\$ 105,645.50			\$ 146,131.62					\$ 146,131.62	100%



CITY OF NOVI

28300 Delwal Drive
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5859

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Old Novi Road, 13 Mile Road & NOVI PROJECT NO.: PAYMENT NO.: FINAL

Original Contract Amount: \$ 105,625.83

Change Orders: \$ 515.02

Adjusted Contract Amount to Date: \$ 106,140.65

Total Cost of Work Performed to Date: \$ 106,140.65

MINUS Retainage: 0% \$ -

MINUS Inspection "Crew Days": To Date 13.25 \$ -
This Pay 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 106,140.65

PLUS Value of Materials Stored at Close of Period: \$ -

Subtotal: \$ 106,140.65

MINUS Amount of Previous Payments: \$ 104,017.84

1 \$ 37,639.33
2 \$ 66,378.51
3
4
5
6
7
8
9
10

BALANCE DUE THIS PAYMENT: \$ 2,122.81

CHANGE ORDERS

No.	Date	Amount
1	July 5, 2011	\$ 515.02

TOTAL: \$ 515.02

Inspection "Crew Days" Allowed per Contract:	15.00
Inspection "Crew Days" Used to Date:	13.25
Inspection "Crew Days" Remaining:	1.75



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Old Novi Road, 13 Mile Road &

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 or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 11/1/11

By: Brian Coburn, Senior Civil Engineer

Dated: 11/1/11

Pro-Line Asphalt Paving Corp
Contractor Company

Date: 9/30/11

Contractor Authorized Signature

By: Matthew Jones
Print Name

ORCHARD HILTZ McQUEEN INC
Consultant Firm

Date: 10/6/11

Consultant Authorized Signature

By: JESSICA KATERS
Print Name



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF MACOMB

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

VICE PRESIDENT
(Title)

of the

PRO-LINE ASPHALT PAVING CORP
(Firm Name)

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

OLD NOVI ROAD, 13 MILE ROAD & SOUTH LAKE DRIVE INTERSECTION
(Description of Improvement)

located at: OLD NOVI ROAD, 13 MILE ROAD & SOUTH LAKE DRIVE, NOVI, MICHIGAN

The total amount of the contract is \$106,140.65 of which I have received payment of \$104,017.84 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

Signed this 30 day of SEPTEMBER, 2011

Name: PRO-LINE ASPHALT PAVING CORP
(individual/corporation/partnership)

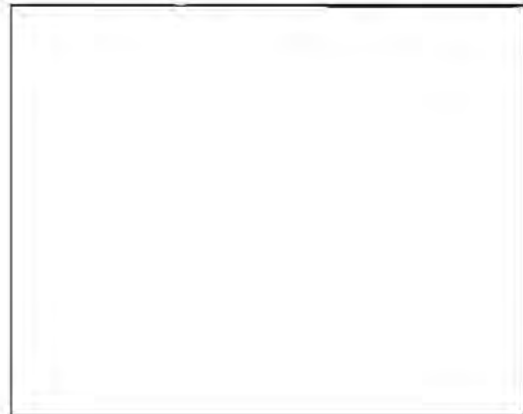
By: 
VICE PRESIDENT

Attest: 
PROJECT ADMINISTRATOR

Subscribed and sworn to before me this 30 day of SEPTEMBER, 2011

Notary Public: 
KELLY BAUMGARTNER

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Guy Hurley Blaser & Heuer	Bonds	\$1,556.00	\$1,556.00	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video	Audio Video	\$975.00	\$975.00	\$0.00	0.0%	\$0.00
Rockwood Quarry	Aggregate Materials	\$1,880.01	\$1,880.01	\$0.00	0.0%	\$0.00
Spartan Barricading	Traffic Control	\$4,884.25	\$4,884.25	\$0.00	0.0%	\$0.00
Ajax	Asphalt Material	\$27,255.58	\$27,255.58	\$0.00	0.0%	\$0.00
GM & Sons	Concrete	\$16,610.89	\$16,610.89	\$0.00	0.0%	\$0.00
Rauhorn Electric	Electric	\$2,495.00	\$2,495.00	\$0.00	0.0%	\$0.00
PK Contracting	Pavment Marking	\$8,986.83	\$8,986.83	\$0.00	0.0%	\$0.00
Messina	Agg / Trucking	\$1,686.59	\$1,686.59	\$0.00	0.0%	\$0.00
Pavement Recycling	Cold Milling	\$2,271.72	\$2,271.72	\$0.00	0.0%	\$0.00
Marine City Nursery	Restoration	\$7,093.50	\$7,093.50	\$0.00	0.0%	\$0.00
TOTALS		\$74,008.78	\$74,008.78	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$105,626.00</u>	Work Completed to Date: <u> \$106,140.65</u>
Plus: Extras to Contract: <u> \$515.02</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$106,141.02</u>	Less: Amount Previously Paid: <u> \$104,017.84</u>
Less: Credits to Contract: <u> \$0.00</u>	Less Crew Days <u> \$0.00</u>
Total: Adjusted Contract: <u> \$106,141.02</u>	Less: Amount of this Request: <u> \$2,122.81</u>
	Total Balance Due: <u> \$0.00</u>

Orchard, Hiltz & McCliment, Inc.
Old Novi Road, 13 Mile Road & South Lake Drive
Novi, Michigan

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period June 30 to July 29 A.D., 2011 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from THE CITY OF NOVI or his agents, in addition to the regular items set forth in the contracts numbered HRC JOB NO. 0163-10-0121 dated APRIL 27 A.D., 2011 for OLD NOVI ROAD, 13 MILE ROAD, & SOUTH LAKE DRIVE INTERSECTION IMPROVEMENTS executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) / (is not) an itemized statement attached.

Date: 7:29/11

PRO-LINE ASPHALT PAVING CORP



Signature

MATTHEW JONES

Name

VICE PRESIDENT

Title

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)

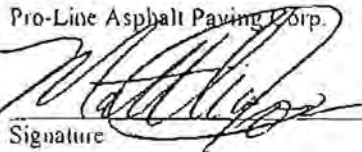
County of Macomb)^s

The undersigned Matthew Jones, representing Pro-Line Asphalt Paving Corp hereby represents that he (it) was awarded a contract by The City of Novi hereinafter called the Owner, to furnish all labor and materials in accordance with the terms and conditions of Project No. 0163-10-0121 and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

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 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.

This affidavit is freely and voluntarily given with full knowledge of the facts, in this 30th day of September, 2011.

Pro-Line Asphalt Paving Corp.

Signature

Matthew Jones
Print Name

Vice President
Title Date

Subscribed and sworn to before me, a Notary Public
in and for Macomb County, Michigan this
30 day of September, 2011

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT C707

Owner
Architect
Contractor
Surety Bond No. 1215507
Other

PROJECT: Old Novi Road, 13 Mile Road & South Lake Drive Intersection Improvements
(name, address)

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

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Intersection
Improvements

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 there 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)

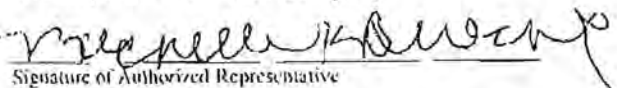
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

, OWNER,

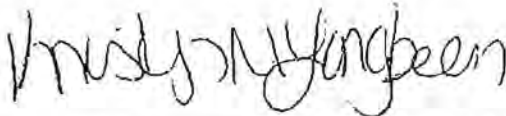
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 7th day of July, 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 C706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT C707-CONSENT OF SURETY COMPANY TO FINAL PAYMENT-APRIL 1970 EDITION-AIA# ONE

PAGE

©1970-THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

RECEIVED

AUG 01

PROJECT #



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

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

THOMAS R. GUY, PAUL H. HURLEY, MICHAEL D. LECHNER, ROBERT D. HEUSER, MARGARET W. KIBLAGOFF, MARK T. MADON, ROBERT W. ELASOR, MICHELLE E. BIRCHMEL, C.A. JOHNSON, KRISTEN H. LAHRESEN, OF TRUST, WI

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-retroactive reinsurance bonds, guaranty payment of benefits, obligations, advanced contract, credit, credit coverage, credit bonds, contract, credit, reinsurance bonds or float bond bonds) as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF **ONE HUNDRED DOLLARS (\$1,000,000)** 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, in such person 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 self-insurance-retroactive reinsurance bonds, guaranty payment of benefits, obligations, advanced contract, credit, credit coverage, credit bonds, contract, credit, reinsurance bonds or float bond bonds, guaranties 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 23RD day of MAY, 2011.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M. Johnson
Assistant Secretary



Gerald C. Leach
Vice President

STATE OF WISCONSIN, COUNTY OF WALKESHA - SS

On this 23RD 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 H. 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.

44-3333

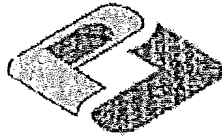
Signed and sealed at the City of Brookfield, WI this 21st day of July, 2011



Paul H. Hurley
Assistant Secretary

ROY HURLEY BLASER & HEUSER LLC

THIS INSTRUMENT HAS A COLORED BACKGROUND AND IS ONLY VALID IF ON THE FACE. THE COMPANY'S LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF IT DOES NOT APPEAR ON THE FRONT, THIS INSTRUMENT IS VOID.



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:

Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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 LLC
1080 Kirts Blvd, Suite 500
Troy, MI 48084

RECEIVED

APR 27 2011

PRO-LINE ASPHALT

Signature of lien claimant

Mike Lockert

Print Name

Vice Pres.

Title

Signed on

7-22-11

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



FULL UNCONDITIONAL WAIVER

(Enacted under the authority of the Contract Lien Act, Act PA 457 of 1980, as amended)

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

Audio Video Survey

for the improvement of the property described as:

Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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.

Finishing Touch Photo & Video
25095 25 Mile Road
Chesterfield, MI 48052

OK 12109
997502

Signature of Lien Claimant

Print Name

Title

Signed on 7/29/11
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



Great Lakes Aggregates Companies

Sylvania Minerals • Rockwood Quarry • Sora Limestone
• RockDock • Recycled Aggregates

PO Box 406 • 5699 Ready Road • South Rockwood, MI 48179 • Phone 734-783-7400

FULL UNCONDITIONAL WAIVER

My/our contract with Pro-Line Asphalt Paving Corp
(Other Contracting Party)

To provide Aggregate Material 21AA MDOT Spec

For the improvement to the property described as:

Old Novi Road, 13 Mile and South Lake Drive

Novi, Michigan

PLA Job Number NOV-11-010

Having been fully paid and satisfied, all my/our construction lien rights against subject property are hereby waived and released.

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.

Check No: 12042
Check Date: 7/19/11

Rockwood Quarry, LLC

Jana Dedeluck
(Signature of Lien Claimant)

Signed On: 07/21/11

Address: 5699 Ready Road, PO Box 406
South Rockwood, MI 48179

Telephone: (734) 783-7416

Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1960, as amended)

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

Traffic Control

for the improvement of the property described as:

Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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

X Kevin McNeely
Signature of lien claimant
Kevin McNeely
Print Name
V.P.
Title

Signed on 10/3/11
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1920, as amended)

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

Asphalt

for the improvement of the property described as:

Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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
P.O. Box 7058
Troy, MI 48007

CH#12235 8/29/11

D. L. McCrystal
Signature of Person

D. L. McCRYSTAL
Print Name

Credit Manager
Title

Signed on 8-20-11
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



RECEIVED
SEP 30 2011
PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1990, as amended)

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

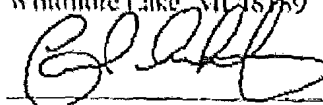
Concrete Work

for the improvement of the property described as:

Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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.

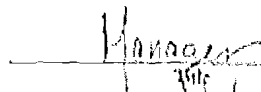
GM & Sons, Inc.
6784 Whitmore Lake Rd.
Whitmore Lake, MI 48189



Signature of Forfeitant



Print Name



Title

Signed on 9/29/11

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1910, as amended)

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

TS, Span Wire Mtd, Rem (MOD)

for the improvement of the property described as:

**Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010**

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.

Rauhon Electric, Inc.
17171 23 Mile Road
Macomb, MI 48042-4100

Kathleen A. Calabro
Signature of the claimant

Kathleen A. Calabro
Print Name

Office Manager
Title

Signed on 10/3/2011
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



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 Markings

for the improvement of the property described as:

Old Novi Road, 1.5 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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 48064

Nicole Gray
Signature of lien claimant

Nicole Gray
Print Name

Agent
Title

Signed on 9/29/2011
Date

DONOT 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 :

21A Limestone and Trucking

for the improvement of the property described as:

Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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.

RECEIVED
JUL 27 2011
PRO-LINE ASPHALT

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

[Signature]
Signature of lien claimant

STEPHEN J. MESSINA
Print Name

Mgr.
Title

Signed on 7-22-11
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1986, as amended)

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

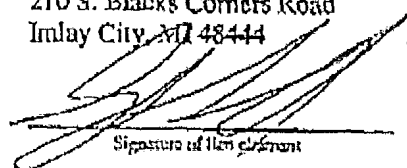
Cold Milling

for the improvement of the property described as:

Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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.

Pavement Recycling, Inc.
210 S. Blacks Corners Road
Ingham City, MI 48444



Signature of Lien claimant

Gary P. VanHevel

Print Name

President

Title

Signed on October 3, 2011

Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



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 :

Site Landscaping / Topsoil, Seed and Mulch

for the improvement of the property described as:

Old Novi Road, 13 Mile and south Lake Drive
Novi, Michigan
PLA Job Number NOV-11-010

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.

Marine City Nursery Co.
5304 Marine City Highway
China Twp, MI 48054


Signature of Lien Claimant


Print Name


Title

Signed on 9/30/11
Date

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY