



CITY of NOVI CITY COUNCIL

Agenda Item F
December 17, 2013

SUBJECT: Approval of the final payment to Hard Rock Concrete, Inc. for the 2013 Capital Preventative Maintenance Program—Major Roads in the amount of \$94,817.32.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{PH} B1C

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$94,817.32
AMOUNT BUDGETED	\$458,989 (Includes FY 12-13 rollover budget amendment)
LINE ITEM NUMBER	202-202.00-866.500

BACKGROUND INFORMATION:

The City Council approved a Capital Preventative Maintenance Program (CPM) for major roads as part of the FY12-13 and FY13-14 budgets to preserve good quality roads using lower-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires more costly reconstruction. Novi's preventative maintenance program, in conjunction with the other road programs, is intended to result in an overall improvement in the quality of the City's roadways and increase the overall PASER rating for the roadway network. Preventative maintenance typically addresses discrete area or short segments of streets containing cracks or other pavement defects. The streets receiving capital preventative maintenance generally have PASER ratings of 4 through 6, which is indicative of pavement in fair overall condition.

Meadowbrook Road from Nine Mile Road to Ten Mile Road was selected for rehabilitation as part of the 2013 CPM program because the concrete pavement had performed very well since it was constructed in 1972, but had some defects that required attention. The goal of the project was to increase the useful life of the road by replacing joints that were no longer serviceable and by replacing discrete sections of concrete that were no longer structurally sound. A budget for the project of \$150,000 was set in FY12-13 allowing \$25,000 for engineering and \$125,000 for construction. A construction contract was awarded to Hard Rock Concrete on July 8, 2013 in the amount of \$121,000.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, to review and verify the final contract payment amount of \$94,817.32 that is due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's December 6, 2013 letter, attached).

The only change order for this project was approved by City Council on November 25, 2013 in the amount of \$71,152.50 to rehabilitate additional joints and concrete sections within the project limits. This change order resulted in a final contract price of \$192,152.50.

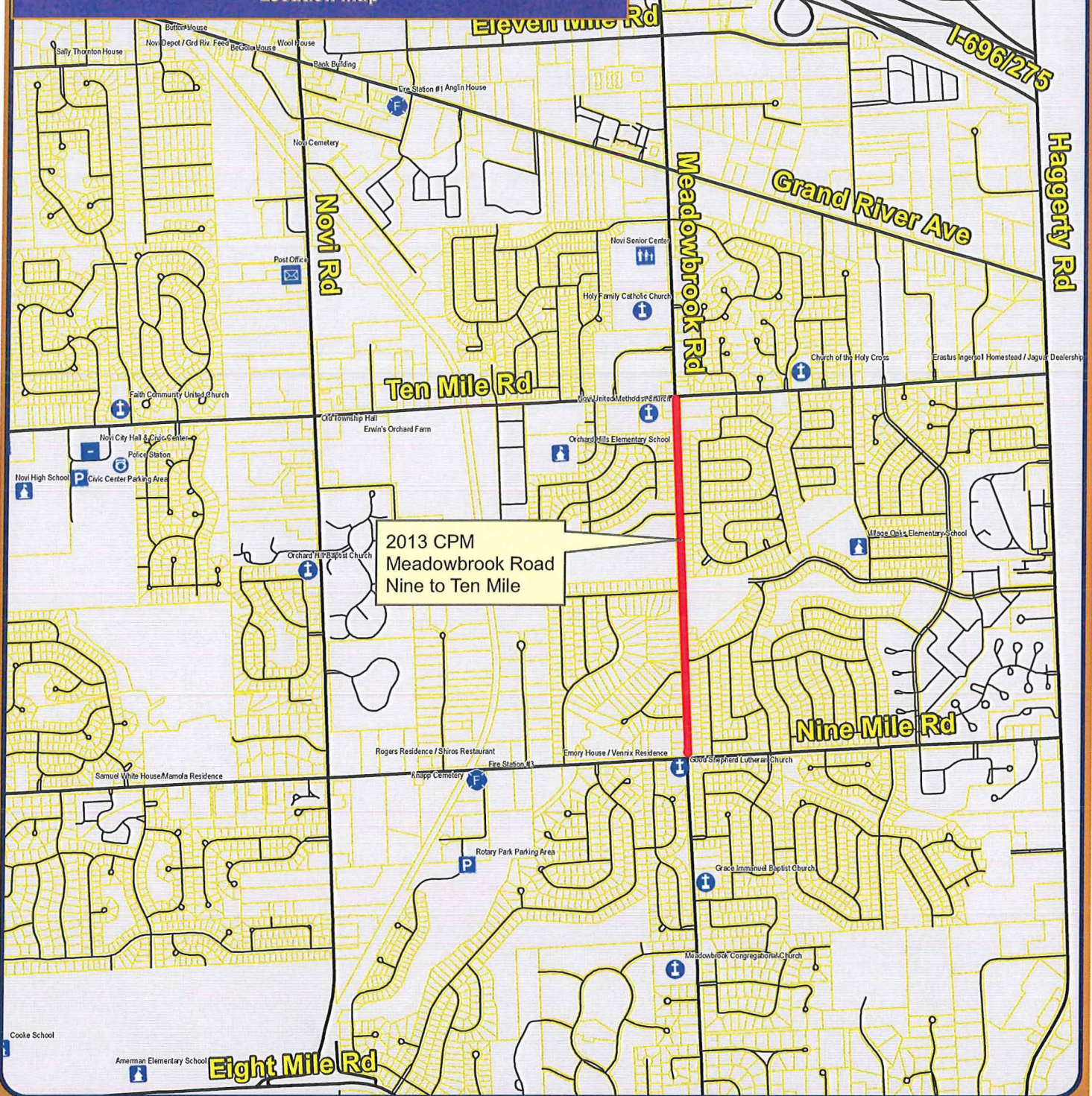
RECOMMENDED ACTION: Approval of the final payment to Hard Rock Concrete, Inc. for the 2013 Capital Preventative Maintenance Program—Major Roads in the amount of \$94,817.32.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

2013 Capital Preventative Maintenance Major Roads

Location Map



2013 CPM
Meadowbrook Road
Nine to Ten Mile

Map Author: Croy
Date: 11/15/12
Project: 2013 CPM Majors
Version #: v1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 2,000 feet



City of Novi
Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

**2013 CPM – MEADOWBROOK ROAD
(Nine to Ten Mile Roads)**



Looking north from Glyme Drive. Longitudinal and transverse joint replacements



Looking south from Glyme Drive. Joint replacements and Glyme Dr. reconstruct



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.johnsonrosati.com

December 6, 2013

Rob Hayes, Public Services Director
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: 2013 Major Roads –Capital Preventative Maintenance
*Hard Rock Concrete, Inc.***

Dear Mr. Hayes:

We have received and reviewed the following closing documents for the 2013 Major Roads – Capital Preventative Maintenance Program:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Maintenance Bond Rider
5. Consent of Surety

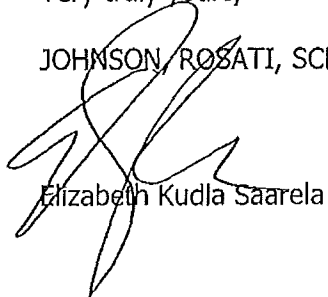
Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. Based on all of the above, we see no legal impediment to issuance of the final payment. The general contractor should provide its waiver of lien at the time it picks up its final payment from the City.

If you have any questions regarding the above, please do not hesitate to contact me.

Rob Hayes, Public Services Director
December 6, 2013
Page 2

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', is written over the printed name.

Elizabeth Kudla Saarela

EKS

Enclosures

- C: Maryanne Cornelius, Clerk
- Clay Pearson, City Manager
- Victor Cardenas, Assistant City Manager
- Aaron Staup, Construction Engineering Coordinator
- Thomas R. Schultz, Esquire



CITY OF NOVI

26300 Lee BeGole Dr.
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 Major Roads CPM Program **NOVI PROJECT NO.:** 13-2003 **PAYMENT NO.:** FINAL

OWNER: City of Novi
 45175 W. Ten Mile Road
 Novi, Michigan 48375 **ENGINEER:** Spalding DeDecker & Associates, Inc.
 905 South Boulevard East
 Rochester Hills, Michigan 48307
 (248) 844-5400 **CONTRACTOR:** Hard Rock Concrete, Inc.
 38146 Abruzzi Drive
 Westland, Michigan 48185
 (734) 641-3333

CONTRACT AMOUNT **FINAL COMPLETION DATE** **DATES OF ESTIMATE**

ORIGINAL: \$121,000.00 **ORIGINAL:** October 10, 2013 **FROM:** October 1, 2013

REVISED: \$192,152.50 **REVISED:** October 25, 2013 **TO:** October 25, 2013

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"	CD	15.00	\$ 640.00	\$ 9,600.00	30.00	\$ 640.00	\$ 19,200.00	15.00	\$ 9,600.00	50%	30.00	\$ 19,200.00	100%
1	Mobilization (5% max.)	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00				1.00	\$ 4,000.00	100%
2	Pre-Construction Video Review	LS	1.00	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	\$ 2,200.00				1.00	\$ 2,200.00	100%
3	Maintaining Traffic	LS	1.00	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ 11,000.00				1.00	\$ 11,000.00	100%
4	Sidewalk, Removal	SY	18.00	\$ 10.00	\$ 180.00	11.00	\$ 10.00	\$ 110.00				11.00	\$ 110.00	100%
5	Grinding Sidewalk	SF	20.00	\$ 10.00	\$ 200.00	0.00	\$ 10.00	\$ -				0.00	\$ -	
6	Pavt. Repair, Rem, Modified	SY	900.00	\$ 25.00	\$ 22,500.00	1610.00	\$ 25.00	\$ 40,250.00	710.00	\$ 17,750.00	44%	1610.00	\$ 40,250.00	100%
7	Sidewalk, Conc., 4-inch	SF	64.00	\$ 5.00	\$ 320.00	99.00	\$ 5.00	\$ 495.00	35.00	\$ 175.00	35%	99.00	\$ 495.00	100%
8	Pavt. Repr, Nonreinf, 10", Modified	SY	300.00	\$ 61.50	\$ 18,450.00	971.00	\$ 61.50	\$ 59,716.50	671.00	\$ 41,266.50	69%	971.00	\$ 59,716.50	100%
9	Pavt. Repr, Nonreinf, Longit, 10"	SY	200.00	\$ 61.00	\$ 12,200.00	78.20	\$ 61.00	\$ 4,770.20				78.20	\$ 4,770.20	100%
10	Pavt. Repr, Nonreinf, Transv, 10"	SY	400.00	\$ 62.00	\$ 24,800.00	573.40	\$ 62.00	\$ 35,550.80	173.40	\$ 10,750.80	30%	573.40	\$ 35,550.80	100%
11	HMA Surface	SY	400.00	\$ 7.50	\$ 3,000.00	681.20	\$ 7.50	\$ 5,109.00	281.20	\$ 2,109.00	41%	681.20	\$ 5,109.00	100%
12	Excavation, Earth	CY	100.00	\$ 18.50	\$ 1,850.00	0.00	\$ 18.50	\$ -				0.00	\$ -	
13	Aggregate Base, 6-inch	SY	400.00	\$ 7.50	\$ 3,000.00	681.20	\$ 7.50	\$ 5,109.00	281.20	\$ 2,109.00	41%	681.20	\$ 5,109.00	100%
14	Underdrain, 4-inch	LF	100.00	\$ 16.00	\$ 1,600.00	0.00	\$ 16.00	\$ -				0.00	\$ -	
15	Sidewalk Ramp, Conc., 6-inch	SF	80.00	\$ 7.50	\$ 600.00	0.00	\$ 7.50	\$ -				0.00	\$ -	
16	Detectable Warning Surface	LF	10.00	\$ 55.00	\$ 550.00	0.00	\$ 55.00	\$ -				0.00	\$ -	
17	Conc. Pavt., Misc., Nonreinf, 7-inch	SY	400.00	\$ 35.00	\$ 14,000.00	681.20	\$ 35.00	\$ 23,842.00	281.20	\$ 9,842.00	41%	681.20	\$ 23,842.00	100%
18	Permit Allowance	DLR	550.00	\$ 1.00	\$ 550.00	0.00	\$ 1.00	\$ -				0.00	\$ -	

TOTAL THIS SHEET \$ 121,000.00 \$ 192,152.50 \$ 84,002.30 \$ 192,152.50 100%



CITY OF NOVI

26300 Lee BeGole Dr.
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 Major Roads CPM Program NOVI PROJECT NO.: 13-2003 PAYMENT NO.: FINAL

Original Contract Amount: \$ 121,000.00

CHANGE ORDERS

Change Orders: \$ 71,152.50

No.	Date	Amount
1	October 1, 2013	\$ 71,152.50

Adjusted Contract Amount to Date: \$ 192,152.50

Total Cost of Work Performed to Date: \$ 192,152.50

MINUS Retainage: \$ 0%
 MINUS Inspection "Crew Days": To Date \$ 30.00
 This Pay \$ 15.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 192,152.50

MINUS L.D.'s: # of days over = \$
 \$ amount/day = \$400

Subtotal: \$ 192,152.50

ADD Incentive "Crew Days", if under: \$ -

TOTAL: \$ 71,152.50

Subtotal: \$ 192,152.50

MINUS Amount of Previous Payments: \$ 97,335.18

- 1 \$ 97,335.18
- 2 \$ -
- 3 \$ -
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

Inspection "Crew Days" Allowed per Contract:	15.00
Additional "Crew Days" per Change Orders:	15.00
Total Inspection "Crew Days" Allowed:	30.00
Inspection "Crew Days" Used to Date:	30.00
Inspection "Crew Days" Remaining:	0.00

BALANCE DUE THIS PAYMENT: \$ 94,817.32



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 Major Roads CPM Program

NOVI PROJECT NO.: 13-2003

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.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Handwritten signature of Aaron J. Staup]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 12/6/13

Hard Rock Concrete, Inc.

Contractor Company

[Handwritten signature of Brian Coburn]

Contractor Authorized Signature

By: [Blank line]
Print Name

Date: 12/6/13

[Handwritten signature of Brian Coburn]

By: Brian Coburn, PE., Engineering Manager

Dated: 12/6/13

Spalding DeDecker & Associates, Inc.

Consultant Firm

[Handwritten signature]

Consultant Authorized Signature

By: [Blank line]
Print Name

Date: 12/06/2013

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

Owner _____
Architect _____
Contractor _____
Surety _____
Other **10091884**

PROJECT: 2013 Major Roads Capital Preventative Maintenance Program
(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: 7/8/2013

CONTRACTOR:
Hard Rock Concrete, Inc.
38146 Abruzzi Drive
Westland, MI 48185

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
The Guarantee Company of North America USA

1 Towne Square, Suite 1470
Southfield, Michigan 48076

, SURETY COMPANY

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

Hard Rock Concrete, Inc.
38146 Abruzzi Drive
Westland, Michigan 48185

, 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 **5th** day of **December**, **2013**

Surety Company
**The Guarantee Company of North America
USA**

Signature of Authorized Representative

Attest:
(Seal):

Susan L. Belloli

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



THE GUARANTEE COMPANY OF NORTH AMERICA USA
 Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon, Terence J. Griffin, Patrick E. Williams
 Griffin, Smalley & Wilkerson, Inc. a division of Valenti, Trobec, Chandler, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
 County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5th day of December 5, 2013

Randall Musselman

Randall Musselman, Secretary

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 10091884

IN FAVOR OF **City of Novi**

ON BEHALF OF **Hard Rock Concrete, Inc.**

EFFECTIVE **8th day of July, 2013**

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, **The Guarantee Company of North America USA** hereby gives its consent to:


Increase bond amount to \$192,152.50 from \$121,000.00

EFFECTIVE: **5th day of December, 2013**

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 5th day of December, 2013

The Guarantee Company of North America USA Surety



Susan L. Belloli Attorney-in-Fact



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon, Terence J. Griffin, Patrick E. Williams
Griffin, Smalley & Wilkerson, Inc. a division of Valenti, Trobec, Chandler, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5th day of December, 2013

Randall Musselman

Randall Musselman, Secretary



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,

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 WAYNE

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

VICE PRESIDENT of HARD ROCK CONCRETE, INC.
(Title) (Firm Name)

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

2013 MAJOR ROADS CAPITAL PREVENTATIVE MAINTENANCE PROGRAM
(Description of Improvement)

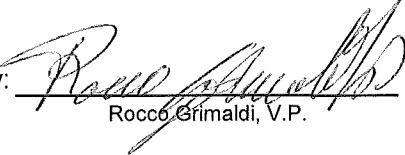
located at: NOVI, MI

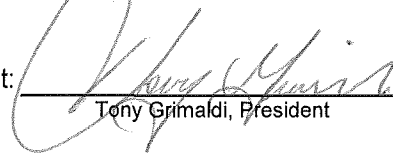
The total amount of the contract is \$192,152.50 of which I have received payment of \$97,335.18 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements 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 nay 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.

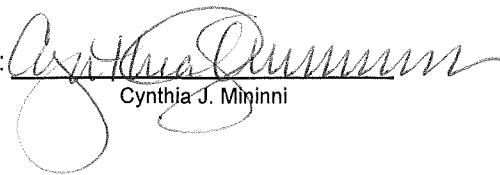
Signed this 5TH day of DECEMBER, 2013

Name: HARD ROCK CONCRETE, INC. - Corporation
(individual/corporation/partnership)

By: 
Rocco Grimaldi, V.P.

Attest: 
Tony Grimaldi, President

Subscribed and sworn to before me this 5th day of December, 2013

Notary Public: 
Cynthia J. Mininni

NOTARY SEAL

CYNTHIA J. MININNI
Notary Public, State of Michigan
County of Monroe
My Commission Expires 06-05-2019
Acting in the County of Wayne

CONTRACTOR'S AFFIDAVIT OF INDEBTEDNESS

This information required and filed with the Michigan Department of Transportation pursuant to provisions of 1.09, 10 of the MDOT's Standard Specifications for Construction. Penalty for failure to supply this information will result in funds being withheld.

CONTRACT ID NUMBER		2013 Major Roads Capital Preventative Maintenance Program	
COUNTY	Wayne	DATE OF CONTRACT WITH	July 15, 2013
CONTRACTOR	Hard Rock Concrete Inc.	NAME OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE	Rocco Grimaldi, V.P.

AMOUNT OWED FOR LABOR, MATERIAL, AND SUPPLIES ON THIS PROJECT:	
TO WHOM	AMOUNT
	\$0.00

AMOUNT OWED TO SUBCONTRACTORS AS RETAINAGES ON THIS PROJECT:	
TO WHOM	AMOUNT
	\$0.00

Disputed claims against the contractor for labor, materials, and supplies used on this project:	
TO WHOM	AMOUNT
	\$0.00

As the authorized contractor representative, I state that all labor, material, and supplies used in this construction have been paid for by this Contractor with the exception of those items listed here, including retainages withheld from subcontractors on this project. These retainages will not be paid by the contractor to the subcontractor until final payment based upon final quantities, as determined by the Department of Transportation, has been made to the contractor by the Department of Transportation. Attached are Waivers of Lien from all other approved subcontractors for work performed on this project.

CONTRACTOR REPRESENTATIVE AUTHORIZED SIGNATURE <i>Rocco Grimaldi</i>	TITLE Vice President	DATE 12/05/13
SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DATE December 05, 2013	NOTARY PUBLIC <i>Cynthia J. Mininni</i>	
COUNTY Wayne, Michigan	My COMMISSION EXPIRES (Date) June 05, 2019	

CYNTHIA J. MININNI
Notary Public, State of Michigan
County of Monroe
My Commission Expires 06-05-2019
Acting in the County of *Wayne*



McCoig Materials

FULL UNCONDITIONAL WAIVER

MCCOIG MATERIALS LLC has a contract with Hard Rock Concrete to provide ready-mixed concrete for the improvement to the property described as:

Novi 2013 Major Roads

Having been fully paid and satisfied for the materials delivered; all our Construction Lien Rights/Claims against such property are hereby waived and released.

MCCOIG MATERIALS LLC

A handwritten signature in cursive script that reads "John Formentin". The signature is written in black ink and is positioned above a horizontal line.

John Formentin, Customer Service Representative

SIGNED ON: December 5, 2013

(734) 357-2120

P. O. Box 6349

Plymouth, MI 48170

FULL UNCONDITIONAL WAIVER

My/our contract with Hard Rock Concrete, Inc. to provide
Concrete Cutting for the improvement of the property described as
City of Novi 2013 Major Roads Capital Preventative Maintenance Program
Inv# 271838 paid ck# 4979 \$4,781.70 & Inv# 272635 Paid ck# 5197 \$4,617.00 having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

FMG Concrete Cutting Inc. - Frank Gobraight - officer
(Printed Name of Lien Claimant)
Frank Gobraight
(Signature of lien claimant)

Signed on: 12/05/13

Address: 3515 S. Old US-23 Hwy

Brighton, MI 48114

Telephone: (810) 227-3650

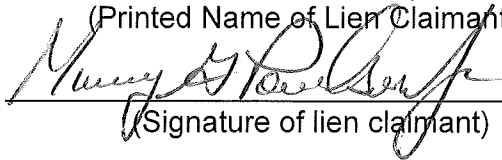
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with Hard Rock Concrete, Inc. to provide
Signs and Barricades for the improvement of the property described as
City of Novi 2013 Major Roads Capital Preventative Maintenance Program
_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Poco Inc / Poco Sales Inc MURRAY G. POWELSON JR

(Printed Name of Lien Claimant)

 Vice Pres.

(Signature of lien claimant)

Signed on: 12/05/13

Address: 4850 S. Sheldon Rd

Canton, MI 48188

Telephone: 734-397-1677

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

FULL UNCONDITIONAL WAIVER

My/our contract with Hard Rock Concrete, Inc. to provide
Pre-Construction Video for the improvement of the property described as
City of Novi 2013 Major Roads Capital Preventative Maintenance Program
On 9/06/16 Paid \$1,621.00 Ck# 5078 having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Finishing Touch Photo Cynthia Hurley - Officer
(Printed Name of Lien Claimant)
Cynthia Hurley
(Signature of lien claimant)

Signed on: 12/04/13

Address: 25095 25-Mile Rd

Chesterfield, MI 48051

Telephone: 586-749-3340

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

FULL UNCONDITIONAL WAIVER

My/our contract with Hard Rock Concrete, Inc. to provide
Epoxy, Tie Bars, Mesh, UltraBond for the improvement of the property described as
City of Novi 2013 Major Roads Capital Preventative Maintenance Program
Inv# 35295, 35811 and 35849 paid \$6,472.36 10/14/13 ck# 5391 having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Terry Sweeney & Company

Terrance Sweeney - President
(Printed Name of Lien Claimant)

Terrance Sweeney
(Signature of lien claimant)

Signed on: 12/05/13

Address: 25265 Trans-X Road

Novi, MI 48376

Telephone: 248-374-1111

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

FULL UNCONDITIONAL WAIVER

My/our contract with Hard Rock Concrete, Inc. to provide
Concrete Joint Sealing for the improvement of the property described as
City of Novi 2013 Major Roads Capital Preventative Maintenance Program
Inv# 14424 \$607.20 and Inv# 14428 \$117.60 paid 10/28/13 ck# 5496 having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Michigan Joint Sealing Inc. Kimberly Sinischo - Power of Attorney
(Printed Name of Lien Claimant)
Kimberly Sinischo
(Signature of lien claimant)

Signed on: 12/05/13

Address: 28830 W. 8 Mile Rd

FARMINGTON HILLS, MI 48336

Telephone: (248) 476-4120

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