



CITY of NOVI CITY COUNCIL

Agenda Item L
January 25, 2016

SUBJECT: Approval of the final payment to Commerce Construction & Landscaping, Inc. for the Haggerty Road Widening (from Shorebrook Lane to Stonehenge Boulevard) project in the amount of \$9,845.55, plus interest earned on retainage.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 9,845.55
AMOUNT BUDGETED	\$ 33,670.00
LINE ITEM NUMBER	204-204.00-865.656

BACKGROUND INFORMATION:

This project added a right turn lane to fill a 700-foot long lane drop on southbound Haggerty Road, south of Ten Mile Road. A lane drop occurs when one through lane is merged into another. There were several other lane drops along Haggerty Road that have been addressed over the past few years, and this specific location was the last remaining lane drop. The construction contract was awarded for this project at the October 6, 2014 City Council meeting to Commerce Construction & Landscaping, Inc., in the amount of \$141,049.84.

Engineering staff worked with the engineering consultant for this project, URS Corporation, to review and verify the final contract payment amount of \$9,845.55 that is due the contractor (Final Pay Estimate No. 6, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's January 12, 2016 letter, attached).

There were five (5) approved change orders issued for this project resulting in a net increase of \$55,861.23 to the construction contract, or 39.6% over the awarded amount. The majority of the additional work was necessary due to unforeseen conditions, and necessary drainage and safety improvements identified in the field. The approved change orders resulted in a final contract price of \$196,911.07.

RECOMMENDED ACTION: Approval of the final payment to Commerce Construction & Landscaping, Inc. for the Haggerty Road Widening (from Shorebrook Lane to Stonehenge Boulevard) project in the amount of \$9,845.55, plus interest earned on retainage.

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

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

HAGGERTY ROAD WIDENING

South of Ten Mile

Location Map



Haggerty Road Widening
to eliminate existing lane gap

Map Author: Croy
Date: 3/3/14
Project: Haggerty Road Widening
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 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 300 feet



City of Novi

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

HAGGERTY ROAD WIDENING (SHOREBROOK TO STONEHENGE)



Looking south along sidewalk and ditch line improvements



Looking south along road widening and gravel shoulders



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 11, 2016

Aaron Staup, Engineering Coordinator
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Haggerty Road Widening – Commerce Construction & Landscaping,
Inc.
*Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Haggerty Road Widening Project:

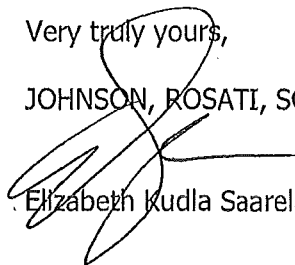
1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien
5. Increased Maintenance and Guarantee Bond Rider

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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


Elizabeth Kudla Saarela

Aaron Staup, Construction Engineering Coordinator

January 11, 2016

Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
Mark Koskinen, URS Corporation (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due This Payment = \$ 9,845.55

P.O.# 94355

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Haggerty Road Widening	NOVI PROJECT NO.: 14-2503	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: URS Corporation 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: Commerce Construction, Inc. 555 Golden Oaks Court Milford, Michigan 48380 (248) 685-9476
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$141,049.84	ORIGINAL: December 7, 2014	FROM: Final
REVISED: \$196,911.07	REVISED: May 18, 2015	TO:
	ACTUAL: May 18, 2015	

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	17.50	\$ 640.00	\$ 11,200.00	22.50	\$ 640.00	\$ 14,400.00				22.50	\$ 14,400.00	100%
1	Mobilization (5% Max.)	LS	1.00	\$ 7,150.00	\$ 7,150.00	1.00	\$ 7,150.00	\$ 7,150.00				1.00	\$ 7,150.00	100%
2	Preconstruction Audio Visual	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
3	Maintaining Traffic	LS	1.00	\$ 8,250.00	\$ 8,250.00	1.00	\$ 8,250.00	\$ 8,250.00				1.00	\$ 8,250.00	100%
4	HMA Surface, Removal	SY	160.00	\$ 10.00	\$ 1,600.00	160.70	\$ 10.00	\$ 1,607.00				160.70	\$ 1,607.00	100%
5	Cold Milling HMA Surface	SY	915.00	\$ 10.50	\$ 9,607.50	869.00	\$ 10.50	\$ 9,124.50				869.00	\$ 9,124.50	100%
6	Sewer, Rem. Less than 24-inch	LF	56.00	\$ 10.00	\$ 560.00	62.00	\$ 10.00	\$ 620.00				62.00	\$ 620.00	100%
7	Sawcut Pavement, Full Depth	LF	478.00	\$ 3.00	\$ 1,434.00	473.00	\$ 3.00	\$ 1,419.00				473.00	\$ 1,419.00	100%
8	Roadway Grading	STA	5.70	\$ 3,000.00	\$ 17,100.00	4.50	\$ 3,000.00	\$ 13,500.00				4.50	\$ 13,500.00	100%
9	Subgrade Undercutting	CY	60.00	\$ 40.00	\$ 2,400.00	0.00	\$ 40.00	\$ -				0.00	\$ -	
10	Vertical Exploratory Investigation	VF	40.00	\$ 20.00	\$ 800.00	60.00	\$ 20.00	\$ 1,200.00				60.00	\$ 1,200.00	100%
11	Erosion Control, Sediment Trap	EA	2.00	\$ 450.00	\$ 900.00	0.00	\$ 450.00	\$ -				0.00	\$ -	
12	Erosion Control, Check Dam	LF	20.00	\$ 65.00	\$ 1,300.00	41.50	\$ 65.00	\$ 2,697.50				41.50	\$ 2,697.50	100%
13	Erosion Control, Silt Fence	LF	75.00	\$ 3.00	\$ 225.00	6.00	\$ 3.00	\$ 18.00				6.00	\$ 18.00	100%
14	Tensar TX5 Geogrid	SY	1100.00	\$ 4.00	\$ 4,400.00	1094.00	\$ 4.00	\$ 4,376.00				1094.00	\$ 4,376.00	100%
15	Agg. Base, CIP, 21AA, Limestone	CY	310.00	\$ 40.00	\$ 12,400.00	315.00	\$ 40.00	\$ 12,600.00				315.00	\$ 12,600.00	100%
16	Shoulder, CL I	CY	72.00	\$ 40.00	\$ 2,880.00	54.30	\$ 40.00	\$ 2,172.00				54.30	\$ 2,172.00	100%
17	Culv End Section, 12-inch, CMP	EA	2.00	\$ 175.00	\$ 350.00	4.00	\$ 175.00	\$ 700.00				4.00	\$ 700.00	100%
18	Sewer, 12-inch, CMP	LF	50.00	\$ 85.00	\$ 4,250.00	110.00	\$ 85.00	\$ 9,350.00				110.00	\$ 9,350.00	100%
19	Dr Structure, Tap, 12-inch, Special	EA	2.00	\$ 500.00	\$ 1,000.00	2.00	\$ 500.00	\$ 1,000.00				2.00	\$ 1,000.00	100%
20	HMA, 4C	TON	145.00	\$ 97.85	\$ 14,188.25	157.50	\$ 97.85	\$ 15,411.38				157.50	\$ 15,411.38	100%
21	HMA, 3C	TON	174.00	\$ 94.76	\$ 16,488.24	8.00	\$ 94.76	\$ 758.08				8.00	\$ 758.08	100%
22	HMA, 2C	TON	160.00	\$ 94.76	\$ 15,161.60	270.00	\$ 94.76	\$ 25,585.20				270.00	\$ 25,585.20	100%
23	Shoulder Gutter, Conc, Det 2	EA	1.00	\$ 1,287.00	\$ 1,287.00	2.00	\$ 1,287.00	\$ 2,574.00				2.00	\$ 2,574.00	100%
24	Spillway, Conc	LF	4.00	\$ 260.00	\$ 1,040.00	11.00	\$ 260.00	\$ 2,860.00				11.00	\$ 2,860.00	100%
TOTAL THIS SHEET					\$ 126,771.59			\$ 124,972.66	\$ -			\$ 124,972.66	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Haggerty Road Widening

NOVI PROJECT NO.: 14-2503

PAYMENT NO.:

FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Table with columns: Item No., Description of Item, Unit, CONTRACT ITEMS (Original) [Quantity, Cost/Unit, Total Amt], CONTRACT ITEMS (Revised) [Quantity, Cost/Unit, Total Amt], THIS PERIOD [Quantity, Amount, %], TOTAL TO DATE [Quantity, Amount, %]. Rows include items like Surface Restoration, Sign, Type II, Removal, Pavt Mrkg, Wb, 4", White, etc.

TOTAL FROM THIS SHEET
TOTAL FROM OTHER SHEET
SUBTOTAL

\$ 14,278.25
\$ 126,771.59
\$ 141,049.84

\$ 11,800.00
\$ 124,972.66
\$ 136,772.66

\$ -
\$ -
\$ -

\$ 11,800.00
\$ 124,972.66
\$ 136,772.66

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Haggerty Road Widening

NOVI PROJECT NO.: 14-2503

PAYMENT NO.:

FINAL

NEW CONTRACT ITEMS

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
30	Sidewalk, Rem	SF	0	0	302.50	\$ 1.00	\$ 302.50				302.50	\$ 302.50	100%
31	Sidewalk, Nonreinf, 4" (Concrete Only)	SF	0	0	300.00	\$ 7.57	\$ 2,271.00				300.00	\$ 2,271.00	100%
32	Restoration (Adj to sidewalk only)	SY	0	0	60.00	\$ 7.00	\$ 420.00				60.00	\$ 420.00	100%
33	Fence, Protective	FT	0	0	29.00	\$ 5.00	\$ 145.00				29.00	\$ 145.00	100%
34	Mulch Blanket	SY	0	0	1500.00	\$ 2.00	\$ 3,000.00				1500.00	\$ 3,000.00	100%
35	Reimbursed Permit Fees (OCWCR)	DLR	0	0	500.00	\$ 1.00	\$ 500.00				500.00	\$ 500.00	100%
36	Sidewalk Preparation	SF	0	0	300.00	\$ 5.18	\$ 1,554.00				300.00	\$ 1,554.00	100%
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38	Pavt Mrkg, Type R, 4 inch, White, Temp	ft	0	0	1012.00	\$ 1.40	\$ 1,416.80				1012.00	\$ 1,416.80	100%
39	Pavt Mrkg, Type R, 4 inch, Yellow, Temp	ft	0	0	1024.00	\$ 1.40	\$ 1,433.60				1024.00	\$ 1,433.60	100%
40	Second Season Mobilization, Commerce	LS	0	0	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
41	Second Season Mobilization, State Barr	LS	0	0	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
42	Pavt Mrkg, Type NR, 4 inch, White, Temp	ft	0	0	2204.00	\$ 0.48	\$ 1,057.92				2204.00	\$ 1,057.92	100%
43	Pavt Mrkg, Type NR, 4 inch Yellow, Temp	ft	0	0	2064.00	\$ 0.48	\$ 990.72				2064.00	\$ 990.72	100%
44	Structure Adj, Case 1	Ea	0	0	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
45	Pavt Mrkg, Wb, 4' Yellow (Revised Price)	LF	0	0	2972.00	\$ 1.25	\$ 3,715.00				2972.00	\$ 3,715.00	100%
46	Pavt Mrkg, Wb, 4' White (Revised Price)	LF	0	0	1550.00	\$ 1.25	\$ 1,937.50				1550.00	\$ 1,937.50	100%
47	Pavt Mrkg, Rem, Shot Blast	LF	0	0	6703.00	\$ 0.79	\$ 5,295.37				6703.00	\$ 5,295.37	100%
48	Subgrade Undercutting, 21AA	CYD	0	0	28.00	\$ 60.25	\$ 1,687.00				28.00	\$ 1,687.00	100%
51	Mobilization (Shorebrook)	LS	0	0	1.00	\$ 11,575.00	\$ 11,575.00				1.00	\$ 11,575.00	100%
52	Maintaining Traffic (Shorebrook)	LS	0	0	1.00	\$ 3,415.00	\$ 3,415.00				1.00	\$ 3,415.00	100%
53	Curb and Gutter, Rem	FT	0	0	72.00	\$ 35.00	\$ 2,520.00				72.00	\$ 2,520.00	100%
54	Grading (Shorebrook)	LS	0	0	1.00	\$ 7,500.00	\$ 7,500.00				1.00	\$ 7,500.00	100%
55	Curb and Gutter, Det F2, Modified	FT	0	0	37.00	\$ 46.00	\$ 1,702.00				37.00	\$ 1,702.00	100%
56	Riprap, Plain	SYD	0	0	7.00	\$ 150.00	\$ 1,050.00				7.00	\$ 1,050.00	100%
57	Surface Restoration (Shorebrook)	LS	0	0	1.00	\$ 1,150.00	\$ 1,150.00				1.00	\$ 1,150.00	100%

TOTAL FROM THIS SHEET			\$ 60,138.41	\$ -	\$ 60,138.41
TOTAL FROM OTHER SHEETS	\$ 141,049.84		\$ 136,772.66	\$ -	\$ 136,772.66
GRAND TOTAL	\$ 141,049.84		\$ 196,911.07	\$ -	\$ 196,911.07 100%



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: Haggerty Road Widening NOVI PROJECT NO.: 14-2503 PAYMENT NO.: FINAL

Original Contract Amount: \$ 141,049.84

Change Orders: \$ 55,861.23

Adjusted Contract Amount to Date: \$ 196,911.07

Total Cost of Work Performed to Date: \$ 196,911.07

MINUS Retainage: 0%
MINUS Inspection "Crew Days": To Date 22.50 This Pay 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 196,911.07

MINUS L.D.'s: # of days over = \$ amount/day = \$600

Subtotal: \$ 196,911.07

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

Subtotal: \$ 196,911.07

MINUS Amount of Previous Payments: \$ 187,065.52

- 1 \$ 29,436.30
2 \$ 13,905.18
3 \$ 77,259.45
4 \$ 34,479.01
5 \$ 31,985.58
6 \$
7
8
9
10

BALANCE DUE THIS PAYMENT: \$ 9,845.55

CHANGE ORDERS

Table with columns: No., Date, Amount. Includes change order details for November 13, 2014 and June 9, 2015.

TOTAL: \$ 55,861.23

Table with 2 columns: Description, Amount. Includes Inspection "Crew Days" Allowed per Contract: 17.50.

P.O.# 94355



CITY OF NOVI

26300 Leo BeGale Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 738-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Haggerty Road Widening

NOVI PROJECT NO.: 14-2533

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

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 1/11/16

Commerce Construction, Inc.
Contractor Company

Date: 12-29-15

Donna R. Yaroch
Contractor Authorized Signature

By: DONNA R. YAROCH
Print Name

Brian Coburn
By: Brian Coburn, PE., Engineering Manager

Dated: 1/12/16

URS Corporation
Consultant Firm

Date: 1-4-16

M. Koskunen
Consultant Authorized Signature

By: MARIC KOSKUNEN
Print Name

All Full Unconditional Waivers of Lien have been received from each subcontractor and/or supplier reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
ADVANCEMENT NO. 07

Owner
Architect
Contractor
Surety
Other

Bond No 013022333

PROJECT: Haggerty Road Widening from Shorebrook Drive to Stonehenge Blvd.
(insert reference)

TO: Owner
City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:
Commerce Construction & Landscaping,
555 Golden Oaks Ct.
Milford, MI 48380

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

The Ohio Casualty Insurance Company
5600 New King St, Suite 360
Troy, MI 48098

SURETY COMPANY

(in bond of their own name and address of Contractor)

Commerce Construction & Landscaping,
555 Golden Oaks Ct.
Milford, MI 48380

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
26300 Lee BeGole Drive
Novi, MI 48375

OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereto set its hand this

8th day of December, 2015

Surety Company
The Ohio Casualty Insurance Company



Signature of Authorized Representative

Attest
Susan L. Small


Susan L. Small, Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G700, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6053450

American Fire and Casualty Company
The Ohio Casualty Insurance Company

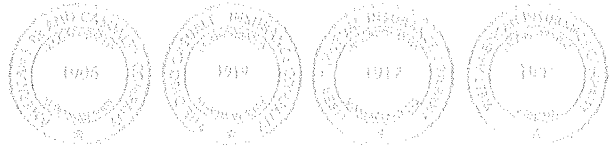
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint John L. Budde; Steven K. Brandon; Susan L. Small; T.J. Griffin; T.L. Young; Terence J. Griffin; William A. Pirret

all of the city of Farmington Hills, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2015.



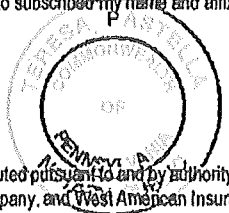
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Meeting, Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

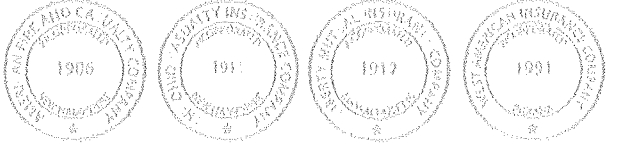
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of December, 2015



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 013022333

IN FAVOR OF City of Novi

ON BEHALF OF Commerce Construction & Landscaping, Inc.

EFFECTIVE

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

THE SURETY, The Ohio Casualty Insurance Company hereby gives its consent to:

Increase Bond Amount to \$196,911.07 from \$141,049.84.

EFFECTIVE: 12/08/2015

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 12/8/2015

The Ohio Casualty Insurance Company

Surety


Susan L. Small Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 9853451

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John L. Budda; Steven K. Brandon; Susan L. Small; T.J. Griffin; T.L. Young; Terence J. Griffin; William A. Pirret

all of the city of Farmington Hills, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of December, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SWORN STATEMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF _____Oakland_____)

Elroy Yaroch, being duly sworn, deposes and says: That Commerce Construction & Landscaping, Inc.
is the contractor for an improvement to the following described real property situated in Oakland County, Michigan, described as follows: *(insert legal description of property)*

Haggerty Road Widening, Novi, Michigan

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

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
P. K. Contracting	Pavement Striping	11116.91	11116.91	0				
Asphalt Specialists	Asphalt	58148.05	58148.05	0				
Don's Restoration	Restoration	9460.00	9460.00	0				
State Barricades	Traffic Control Items	8599.75	8599.75	0				
GM & Sons	Concrete	8400.00	8400.00	0				
SUB TOTALS								

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
	TOTALS	100724.71	100724.71					

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

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor)(supplier) or as _____ of the (contractor)(subcontractor)(supplier) for the purposes of representing to the owner or lessee of the premises described on the reverse side and his or her agents that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, except as specially set forth on the reverse side hereof and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

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

"IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST."

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Elroy Yaroch

 (Deponent)
 Subscribed and sworn to before me this 8th day of
DECEMBER, 2015.

Donna R. Yaroch, Notary Public
 Livingston County, Michigan
 My commission expires: 12/18 2019
 Acting in Oakland County



FULL CONDITIONAL WAIVER

My/our contract with CITY OF NOVI
(other contracting party)

to provide HAGGERTY ROAD WIDENING

for the improvement of the property described as: HAGGERTY ROAD, CITY OF NOVI,
MICHIGAN, OAKLAND COUNTY

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

This waiver is conditioned on actual payment of \$ 9,845.55

COMMERCE CONSTRUCTION
LANDSCAPING, INC.

BY: Donna R. Yarbrough
DONNA R. YARBROUGH (signature of lien claimant) PRESIDENT

Address: 555 GOLDEN OAKS CT.
MILFORD, MI 48380

Telephone: (248) 685-9476

Signed on: 12-29-15
(date)

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

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

FULL UNCONDITIONAL WAIVER

I/We have a contract with COMMERCE CONTRUCTION & LANDSCAPING, INC
To provide: RESTORATION

for the improvement to the property described as: HAGGERTY ROAD WIDENING,
CITY OF NOVI, MICHIGAN

have been fully paid and satisfied, and my/our construction lien rights against such
property are hereby waived and released.

DON'S RESTORATION

BY: Jason Lewis ✓
(signature of lien claimant)
JASON LEWIS, PRESIDENT

ADDRESS: 325 W. MILTON
HAZEL PARK, MI. 48030

TELEPHONE: 248-979-2141

SIGNED ON: 12-7-15
(date)

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

FULL UNCONDITIONAL WAIVER

I/We have a contract with COMMERCE CONTRUCTION & LANDSCAPING, INC
To provide: ASPHALT PAVING

for the improvement to the property described as: HAGGERTY ROAD WIDENING,
CITY OF NOVI, MICHIGAN

have been fully paid and satisfied, and my/our construction lien rights against such
property are hereby waived and released.

ASPHALT SPECIALISTS, INC.

BY: Diane Palazzola ✓
(signature of lien claimant)

DIANE PALAZZOLA, CREDIT MANAGER

ADDRESS: 1780E. HIGHWOOD
PONTIAC, MI. 48340

TELEPHONE: 248-334-4570

SIGNED ON: 11-25-15
(date)

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

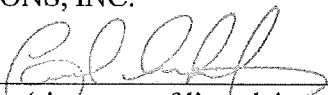
FULL UNCONDITIONAL WAIVER

I/We have a contract with COMMERCE CONTRUCTION & LANDSCAPING, INC
To provide: CONCRETE CURB/GUTTER, SPILLWAY, AND SIDEWALK
for the improvement to the property described as: HAGGERTY ROAD WIDENING,
CITY OF NOVI, MICHIGAN

have been fully paid and satisfied, and my/our construction lien rights against such
property are hereby waived and released.

GM & SONS, INC.

BY: _____


(signature of lien claimant) ✓

KARL SCHWEITZER, GENERAL MANAGER

ADDRESS: 6784 WHITEMORE LAKE ROAD
WHITEMORE LAKE, MI. 48189

TELEPHONE: 734-929-1259

SIGNED ON: _____

(date)

11/30/15

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

151020

FULL UNCONDITIONAL WAIVER

I/We have a contract with COMMERCE CONTRUCTION & LANDSCAPING, INC
To provide: PAVEMENT STRIPING

for the improvement to the property described as: HAGGERTY ROAD WIDENING,
CITY OF NOVI, MICHIGAN

have been fully paid and satisfied, and my/our construction lien rights against such
property are hereby waived and released.

P. K. CONTRACTING, INC.

BY: Keith M... ✓

(signature of lien claimant)

KEITH MCDONALD, AGENT

ADDRESS: 1965 BARRET
TROY, MI. 48084

TELEPHONE: 248-342-2130

SIGNED ON: 12/9/15
(date)

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

41346

FULL UNCONDITIONAL WAIVER

I/We have a contract with COMMERCE CONTRUCTION & LANDSCAPING, INC
To provide: TRAFFIC CONTROL

for the improvement to the property described as: HAGGERTY ROAD WIDENING,
NOVI, MICHIGAN

have been fully paid and satisfied, and my/our construction lien rights against such
property are hereby waived and released.

STATE BARRICADES, INC.

BY: *Janessa Haoley* ✓

(signature of lien claimant)

JANESSA HAOLEY, ADMINISTRATIVE ASSISTANT

ADDRESS: 24806 INDUSTRIAL HWY
WARREN, MI. 48089

TELEPHONE: *586 786 8282*

SIGNED ON: *11-10-15*

(date)

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