



CITY of NOVI CITY COUNCIL

Agenda Item F
June 21, 2010

SUBJECT: Approval of the Final Payment to Washtenaw, Inc. Maintenance Services, for the Orchard Hill Place Reconstruction project, in the amount of \$3,257.25

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

CITY MANAGER APPROVAL: *[Signature]* *6/24*

EXPENDITURE REQUIRED	\$3,257.25
AMOUNT BUDGETED	\$0
LINE ITEM NUMBER	202-202.00-865.457

BACKGROUND INFORMATION:

The City's consulting engineer for this project, Fishbeck, Thompson, Carr & Huber, Inc. (FTCH), administered the construction contract for the Orchard Hills Place Drive Reconstruction project. FTC&H has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Washtenaw Inc. Maintenance Services, of Ypsilanti, MI. (Final Pay Estimate No. 8, attached).

Despite poor efficiency, the road reconstruction work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$3,257.25 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's June 7, 2010 letter, attached). The original contract was approved at the July 7, 2008 City Council meeting in the amount of \$882,981.25.

There were two (2) change orders associated with the project resulting in a net increase of \$63,206.20 to the contract. Both change orders were attributable to unforeseen site conditions. The first change order was for a net increase of \$49,958.27 in the contract price in order to balance the contract items. Of which, a majority of the increased cost resulted from additional roadway pavement and associated subbase repair due to undercutting of poor soils that were encountered in the field. The second change order was for a net increase of \$13,247.93 in the contract price. This change order was the result of additional work items, which included protection of the Buckeye Pipeline at the Haggerty Road entrance; replacement of the Flagstar Bank driveway approach; and relocation of an existing fire hydrant and valve box. The total work performed, including approved change orders, results in a final contract price of \$946,187.45.

RECOMMENDED ACTION: Approval of the Final Payment to Washtenaw, Inc. Maintenance Services, for the Orchard Hill Place Reconstruction project, in the amount of \$3,257.25

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

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

LOCATION MAP

Orchard Hill Place Reconstruction



CITY OF NOVI

ENGINEERING DIVISION

45175 W. TEN MILE ROAD

NOVI, MI 48275-3024

(248) 347-6354

MAP AUTHOR: BRIAN COBURN, P.E.



0 115 230 345 450 565

FEET

1 INCH EQUALS 300 FEET

MAP PRINT DATE: 2/15/20

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official primary source. This map was intended to meet National Map Accuracy Standards and use the most recent available 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 122 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

June 7, 2010

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

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

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

Re: **Orchard Hill Place Reconstruction**
Washtenaw, Inc. – Closing Documents
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Orchard Hill Place Reconstruction Project:

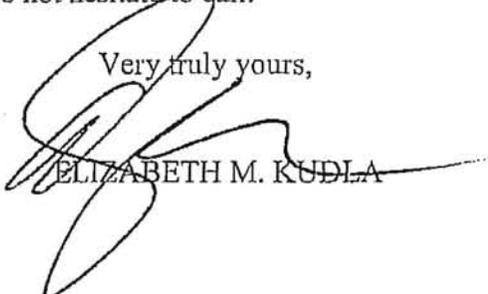
- Final Pay Estimate No. 8
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond and Rider
- Additional Maintenance Bond – Drainage Structures

The Final Pay Estimate has been approved by City staff and the closing documents appear to be in order.

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

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

Very truly yours,


ELIZABETH M. KUDLA

EMK

Enclosure

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

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Client: City of Novi
 Project: Orchard Hill Place
 Contractor: Washtenaw Inc

Pay Estimate No.: 8
 Period: 10/1/2009 - 12/11/2009
 Progress or Final: Final

Item No.	Item Description	Unit	Original Authorized Quantity	CM #1	CM #2	Current Authorized Quantity	Unit Price	Quantity This Estimate	Amount This Estimate	Quantity Previously Paid	Quantity Paid to Date	Total Amount Earned to Date
1	Mobilization	LS	1			1	\$30,000.00		\$ -	1.00	1.00	\$ 30,000.00
2	Pre-Construction Audio-Visual	LS	1			1	\$1,581.25		\$ -	1.00	1.00	\$ 1,581.25
3	Soil Erosion and Sedimentation Measures	LS	1			1	\$4,025.00		\$ -	1.00	1.00	\$ 4,025.00
4	Tree Protection	EA	8	-2.00		6	\$172.50		\$ -	6.00	6.00	\$ 1,035.00
5	Maintaining Traffic	LS	1			1	\$15,000.00		\$ -	1.00	1.00	\$ 15,000.00
6	Maintenance Aggregate, LM	CY	400	200.00		600	\$25.00		\$ -	600.00	600.00	\$ 15,000.00
7	Permit Fees	DL	2,000	405.00		1,595	\$1.00		\$ -	1,595.00	1,595.00	\$ 1,595.00
8	Remove Pavement	SY	13,126	1,034.33		14,160.33	\$4.00		\$ -	14,160.33	14,160.33	\$ 56,641.32
9	Remove Concrete Curb and Gutter	LF	6,800	486.00		7,286.00	\$3.00		\$ -	7,286.00	7,286.00	\$ 21,858.00
10	Remove Concrete Sidewalk	SF	400	410.00		810.00	\$0.70		\$ -	810.00	810.00	\$ 567.00
11	Remove Bituminous Pathway	SY	10	46.80		56.80	\$6.90		\$ -	56.80	56.80	\$ 391.92
12	Tree, Rem, 6-inch to 18-inch	EA	4			4.00	\$345.00		\$ -	4.00	4.00	\$ 1,380.00
13	Subgrade Undercut	CY	300	264.90		35.10	\$15.00		\$ -	35.10	35.10	\$ 526.50
14	Subbase, CIP, 12-inch	SY	14,630	1,091.80		15,721.80	\$9.00		\$ -	15,721.80	15,721.80	\$ 141,496.20
15	Aggregate Base, 8-inch	SY	13,300	943.90		14,243.90	\$7.00		\$ -	14,243.90	14,243.90	\$ 99,707.30
16	Underdrain, Subbase, 6-inch	LF	6,400	247.00		6,647.00	\$5.00		\$ -	6,647.00	6,647.00	\$ 33,235.00
17	Drainage structure, Catch Basin	EA	11	10.00		1.00	\$900.00		\$ -	1.00	1.00	\$ 900.00
18	Point Up Drainage Structure	EA	11	3.00		8.00	\$150.00		\$ -	8.00	8.00	\$ 1,200.00
19	Reconstructs Drainage Structure	VF	10	16.00		26.00	\$200.00		\$ -	26.00	26.00	\$ 5,200.00
20	Adjust Drainage Structure Cover	EA	19	4.00		15.00	\$300.00		\$ -	15.00	15.00	\$ 4,500.00
21	Drainage Structure Cover	LB	9,200	300.00		9,500.00	\$1.25		\$ -	9,500.00	9,500.00	\$ 11,875.00
22	Standard Concrete Curb and Gutter	LF	5,800	217.00		6,017.00	\$10.40		\$ -	6,017.00	6,017.00	\$ 62,576.80
23	Inverted Concrete Curb and Gutter	LF	540	403.00		137.00	\$10.40		\$ -	137.00	137.00	\$ 1,424.80
24	Detail M Drive Opening	LF	1,200	40.00		1,240.00	\$10.40		\$ -	1,240.00	1,240.00	\$ 12,896.00
25	MDOT 13A HMA Roadway Pavement	TON	4,800	388.53		5,188.53	\$63.00		\$ -	5,188.53	5,188.53	\$ 326,877.39
26	MDOT 13A HMA Approach	TON	220	77.57		297.57	\$100.00		\$ -	297.57	297.57	\$ 29,757.00
27	Asphalt Pathway	SY	10	9.50		19.50	\$34.50		\$ -	19.50	19.50	\$ 672.75
28	Concrete Sidewalk	SF	450	179.50		270.50	\$4.60		\$ -	270.50	270.50	\$ 1,244.30
29	Concrete Sidewalk Ramp	SF	150	389.50		539.50	\$5.23		\$ -	539.50	539.50	\$ 2,821.59
30	ADA Detectable Warning	SF	40			40.00	\$28.75		\$ -	40.00	40.00	\$ 1,150.00
31	Relocate Hydrant	EA	4			4.00	\$1,725.00		\$ -	4.00	4.00	\$ 6,900.00
32	Remove and Reset Sprinkler Heads	EA	60			60.00	\$35.00		\$ -	60.00	60.00	\$ 2,100.00
33	Sprinkler Piping	LF	500			500.00	\$3.00		\$ -	500.00	500.00	\$ 1,500.00

Item No.	Item Description	Unit	Original Authorized Quantity	CM #1	CM #2	Current Authorized Quantity	Unit Price	Quantity This Estimate	Amount This Estimate	Quantity Previously Paid	Quantity Paid to Date	Total Amount Earned to Date
34	Permanent Pavement Markings	LS	1			1.00	\$3,294.75		\$ -	1.00	1.00	\$ 3,294.75
35	Permanent Signage	LS	1			1.00	\$2,926.75		\$ -	1.00	1.00	\$ 2,926.75
36	Restoration	LS	1			1.00	\$15,000.00		\$ -	1.00	1.00	\$ 15,000.00
	Alternate No. 1											
37	Tree, Rem, 6-inch to 18-inch	EA	9			9.00	\$345.00		\$ -	9.00	9.00	\$ 3,105.00
38	Asphalt Pathway	SY	300	18.20		318.20	\$34.50		\$ -	318.20	318.20	\$ 10,977.90
	Extra Items											
39	10" Reinforced Concrete Pavement	DLR	0		6,204.25	6,204.25	\$1.00		\$ -	6,204.25	6,204.25	\$ 6,204.25
40	8" Concrete Driveway	DLR	0		5,143.68	5,143.68	\$1.00		\$ -	5,143.68	5,143.68	\$ 5,143.68
41	Hydrant Extension	DLR	0		1,500	1,500	\$1.00		\$ -	1,500.00	1,500.00	\$ 1,500.00
42	D-Box Extension	DLR	0		400	400	\$1.00		\$ -	400.00	400.00	\$ 400.00

I certify that the items included on this report constitute my estimate of the work completed and due the contractor as of the period covered by this document.

Mr. Thomas L. Gray, P.E. - Project Engineer

Date

Thomas L. Gray 6/7/10

Current Earnings: \$ - Total Earnings: \$ 946,187.45

- Current Retainage: \$ (3,257.25) -Retainage to Date: \$ -

- Current Adjustments: \$ - -Adjustments to Date: \$ -

Current Net Estimate: \$ 3,257.25 Total Net: \$ 946,187.45

Amount Due This Estimate: \$ 3,257.25

I have reviewed this estimate on behalf of Washtenaw, Inc. and concur with the quantities presented for the period covered by this document.

Authorized signature:

Date

Pam M. Bufford 6/8/10

Printed Name: Pam M. Bufford

RECOMMENDED FOR APPROVAL BY:

Aaron J. Staup 6/10/10
AARON J. STAUP DATE

Contract Summary

Amount Previously Paid: \$942,930.20

Total Paid: \$946,187.45

Original Contract: \$882,981.25

CM #1 \$49,958.27

CM #2 \$13,247.93

Current Contract Amount: \$946,187.45

Percentage of Contract Completed: 100%

APPROVED BY:

Brian T. Coburn
BRIAN T. COBURN DATE

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

OWNER []
ARCHITECT []
CONTRACTOR []
SURETY []
OTHER []

Bond No. 0062212

PROJECT: Orchard Hill Place Reconstruction
(name, address)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR: Washtenaw Inc Maintenance Services
2160 E. Michigan Ave.
Ypsilanti, MI 48198

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Westfield Insurance Company
38695 Seven Mile Rd., Ste 110
Livonia, MI 48152

, SURETY COMPANY,

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

Washtenaw Inc Maintenance Services
2160 E. Michigan Ave.
Ypsilanti, MI 48198

, 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, MI 48375

, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 18th day of September 2009

Westfield Insurance Company

Surety Company

Signature of Authorized Representative

Lori A. King-Clyde

Title

Attorney-in-Fact

Attest: _____

(Seal):

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GEORGE M. FOSTER, III, JOHN T. FOSTER, LORI A. KING-CLYDE, JAMES N. SLEAR, JANICE L. STICKLES, NINA L. BISHOP, JOINTLY OR SEVERALLY

of LANSING and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 09th day of APRIL A.D., 2007.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 09th day of APRIL A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of september A.D., 2009.



Frank A. Carrino
Frank A. Carrino, Secretary

MAINTENANCE BOND

Bond No. 0062212

KNOWN ALL MEN BY THESE PRESENTS:

That we, Washtenaw Inc., Maintenance Services, 2160 E. Michigan Ave., Ypsilanti, MI 48198 (hereinafter called the "Principal"), and Westfield Insurance Company, a corporation duly organized under the laws of the State of OH, and duly licensed to transact business in the State of Michigan (hereinafter called "Surety"), are held and firmly bound unto City of Novi (hereinafter called the "Obligee"), in the sum of Two Thousand & 00/100 Dollars(\$2,000.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with City of Novi dated August 11, 2008 for Drainage Structures Reconstruction and;

WHEREAS, the said Principal is required to guarantee the Drainage Structures Reconstruction installed under said contract, against defects in materials or workmanship which may develop during the Two (2) year period beginning on the first day of acceptance of the above referenced project.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, a written statement of particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Signed this 8th day of June, 2009.

Washtenaw Inc., Maintenance Services

By: _____
Principal

Westfield Insurance Company

By: _____
Surety

Janice L. Stickles
Attorney-in-Fact

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GEORGE M. FOSTER, III, JOHN T. FOSTER, LORI A. KING-CLYDE, JAMES N. SLEAR, JANICE L. STICKLES, NINA L. BISHOP, JOINTLY OR SEVERALLY

of LANSING and State of MI Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 09th day of APRIL A.D., 2007 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 09th day of APRIL A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument: that he knows the seals of said Companies: that the seals affixed to said instrument are such corporate seals: that they were so affixed by order of the Boards of Directors of said Companies: and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8TH day of JUNE A.D., 2009



Frank A. Carrino, Secretary

GENERAL PURPOSE RIDER

To be attached to and form a part of Bond No. 0062212 issued by the Westfield Insurance Company in the amount of \$882,981.25 DOLLARS on behalf of Washtenaw Inc. Maintenance Services as Principal and in favor of the City of Novi, Michigan.

Now, Therefore, it is agreed that:

The above referenced bond amount is amended as follows:

Increased from \$882,981.25 to \$946,187.45

Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms of said Contract.

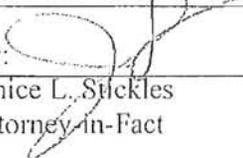
Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated.

It is further agreed and understood that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective this 14th day of April, 2010

Signed, sealed and dated this 14th day of April, 2010

Westfield Insurance Company

By: 
Janice L. Stickles
Attorney-in-Fact

Accepted By:

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GEORGE M. FOSTER, III, JOHN T. FOSTER, LORI A. KING-CLYDE, JAMES N. SLEAR, JANICE L. STICKLES, JOINTLY OR SEVERALLY

of LANSING and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 22nd day of SEPTEMBER A.D., 2009.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 22nd day of SEPTEMBER A.D., 2009, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14TH day of APRIL A.D., 2010


Frank A. Carrino, Secretary

STATE OF MICHIGAN
COUNTY OF WASHTENAW

Pam Bufford being duly sworn, deposes and says that Washtenaw Inc. Maintenance Services is the Contractor for an improvement to the following described real property situated in Oakland County, MICHIGAN, known as City of Novi, Orchard Hill Place. That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages for fringe benefits and withholdings is due but unpaid, with whom the contractor has subcontracted 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 on Page 2.

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

Deponent further says that he or she makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth and except for claims of Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

Pam Bufford
Deponent Signature

Pam Bufford
Deponent Name - Typewritten

Washtenaw County, Michigan
Subscribed and sworn before me this 22 day of Feb 2010

Tamer El-Badry
Notary Public Signature

TAMER A. EL-BADRY
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires Feb. 26, 2014

Notary Public Name - Typewritten

My commission expires: _____

Warning to the owner: an owner or lessee of the above described property may not rely on this sworn statement to avoid the claim of a subcontractor, supplier, or laborer who has provided a notice of furnishing or a laborer who may provide a notice of furnishing pursuant to Section 109 of the Construction Lien Act to the designee or the owner of lessee if the designee is not named or has died.

Warning to the 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 50.1110 of the Michigan Compiled Laws.

FULL UNCONDITIONAL WAIVER

My/our contract with Washtenaw Inc Maintenance Services to provide
Tree Removal for the improvement of the property described as
Orchard Hill Place, City of Novi, MI
_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Owen Tree

(Printed Name of Lien Claimant)

Randy J Owen

(Signature of lien claimant)

Randy J Owen - Owner

Signed on: Randy J Owen

Address: 225 N Lake George Rd

Attica, MI

Telephone: 800-724-8680

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

FULL UNCONDITIONAL WAIVER

I / We have a contract with **WASHTENAW INC MAINTENANCE SERVICES** to provide

Traffic Control Devices

For the improvement of the property described as:

ORCHARD HILL PLACE RECONSTRUCTION, CITY OF NOVI

and hereby waive my / our construction lien rights to the amount of **\$13,542.75** for the labor / materials provided through 11/30/2008.

This waiver, together with all previous waivers, if any, **does** cover all the amounts due to me / us for the contract improvements through the date shown above.

STATE BARRICADES, INC.

BY: *Kimberly Mollicone*
(signature of lien claimant)

**ADDRESS: 24907 SCHOENHERR RD
WARREN, MI 48089**

SIGNED ON: 01/20/2010

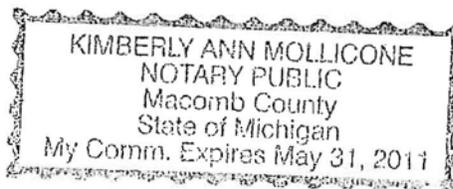
I hereby acknowledge that the statements contained in the foregoing release of lien is true and correct.

Signed: *Kimberly Mollicone*
(Deponent)

Subscribed and sworn to before me, this 20 day of Jan A.D. 2010

Notary Public, County of Macomb My Commission Expires May 31, 2011

Signature of Notary Public: *Kimberly Mollicone*

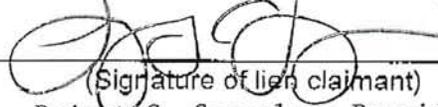


FULL UNCONDITIONAL WAIVER

My/our contract with Washtenaw Inc Maintenance Services to provide
Audio Video Taping for the improvement of the property described as
Orchard Hill Place, City of Novi, MI
_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Construction Video Media Inc

(Printed Name of Lien Claimant)



(Signature of lien claimant)

Dwight C. Spengler, President

Signed on: 9/ 8/09

Address: 111 East Newberry

Romeo, MI ~~48165~~ 48065

Telephone: 800-346-3342

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

08-171

FULL UNCONDITIONAL WAIVER

My/our contract with Washtenaw Inc Maintenance Services to provide
Concrete for the improvement of the property described as
Orchard Hill Place
Novi, MI having been
 fully paid and satisfied, all my/our construction lien rights against such property
 are hereby waived and released.

Fessler & Bowman

(Printed Name of Lien Claimant)

By: Janice L Addison Asst V.P.
 (Signature of lien claimant)
Janice L. Addison Asst. VP

Signed on: 8-5-09

Address: 4099 Eagle's Nest Ct

Flushing, MI 48433

Telephone: 810-733-1313

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

FULL UNCONDITIONAL WAIVER

My/our contract with Washtenaw Inc Maintenance to provide
Asphalt Paving for the improvement of the property described as
Orchard Hill Place Novi, MI
_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Cadillac Asphalt

(Printed Name of Lien Claimant)

Dale R. McIntyre

(Signature of lien claimant)

Dale R. McIntyre Area Manager

Signed on: 9-16-09

Address: 51777 12 Mile Rd

Wixom, MI 48393

Telephone: 248-380-3646

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

FULL UNCONDITIONAL WAIVER

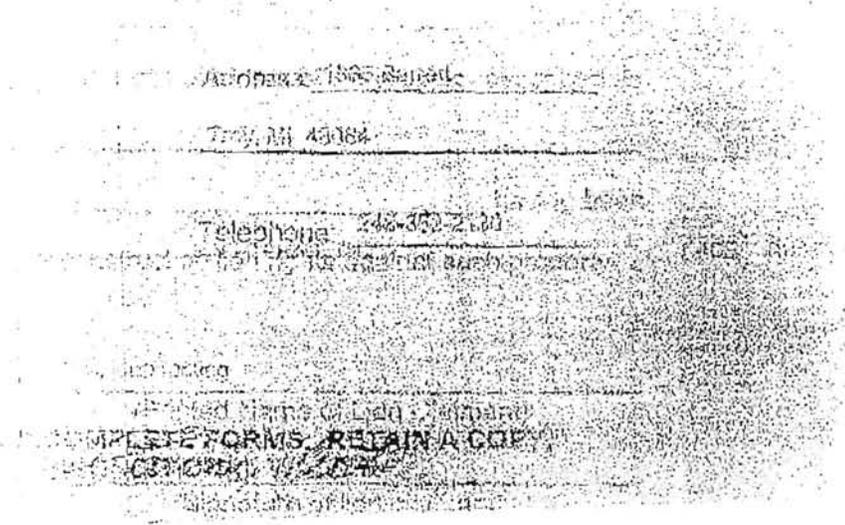
My/our contract with Washtenaw Inc Maintenance Services to provide
Pavement Markings for the improvement of the property described as
Orchard Hill Place, City of Novi, MI
_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

P.K. Contracting
(Printed Name of Lien Claimant)
Sandy Bitner
(Signature of Lien claimant)
Sandy Bitner - Agent

Signed on: 9-9-09

Address: 1865 Barrett
Troy, MI 48084
Telephone: 248-362-2130

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



FULL UNCONDITIONAL WAIVER

My/our contract with Washtenaw Inc Maintenance Services to provide
Trucking for the improvement of the property described as
Orchard Hill Place Novi, MI
_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

John D Osborne Trucking

(Printed Name of Lien Claimant)

Deanna L. Osborne

(Signature of lien claimant)

DEANNA L. OSBORNE

VICE PRESIDENT

Signed on: 10-02-09

Address: 37500 Northline Rd

Romulus, MI 48174

Telephone: 734-941-3008

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

FULL UNCONDITIONAL WAIVER

My/our contract with Washtenaw Inc Maintenance Services to provide
Aggregates for the improvement of the property described as
Orchard Hill Place Reconstruction
City of Novi, MI having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Stoneco Tammy Anson
(Printed Name of Lien Claimant)

Tammy Anson
(Signature of Lien claimant)

TAMMY ANSON
ACCOUNTS RECEIVABLE

Signed on: 3/13/09

Address: 2575 S Haggerty Ste 100

Canton, MI 48188

Telephone: 734-241-8966

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

Att: Pam

FULL UNCONDITIONAL WAIVER

My/our contract with Washtenaw Inc Maintenance Services to provide
Concrete/Asphalt Sawing for the improvement of the property described as
Orchard Hill Place Novi, MI
_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

Michigan Concrete Sawing & Drilling, Inc.

(Printed Name of Lien Claimant)

James H. Aston
(Signature of lien claimant)

JAMES ASTON
PRESIDENT

Address: 8534 W Central

Sylvania, OH 43560

Telephone: 419-844-5656
313-525-5915

Signed on: 10-2-09

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

FULL UNCONDITIONAL WAIVER

My/our contract with Washburn Inc. to provide
water/sewer pipe
+ supplies for the improvement of the property described as
Archerd Hill Place Davis MI

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

H.D. Supply Waterworks

KATY ANDERSON
(Printed Name of Lien Claimant)

Katy Anderson
(Signature of Lien Claimant)

Credit Manager
(Title)

Signed on: 5-26-10

Address: P.O. Box 91036
Chicago IL 60693

Telephone: 800-893-9150 x201

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

COUNTY OF WAYNE

Robert A. Ficano - County Executive
415 Clifford, 1st Floor, Detroit, MI 48226

Invoice



Invoice Number
254191

Invoice Date
12/08/09

Send Remittance to:

Wayne County
Accounts Receivable
600 Randolph
Detroit, MI 48226

Customer:

Washtenaw, Inc.
2160 E. Michigan Ave.
Ypsilanti MI 48198

Customer Number

506245

Direct Inquiries to:
Mr. Amlal Baldwin
Telephone (313) 224-6286

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	01/07/10	C-45141 Wayne County Inspection Charges Permit No.: C-45141 Project: Orchard Hill Place Roadway Re- construction Location: Orchard Hill Place (at 8 Mile) Novi Inspection Deposit: \$ 1,000.00 Less: inspection charges (260.21) Amount refunded \$ 739.79 Direct all inquiries regarding permit costs to field office (734) 595-6504. gr	260.21
			
Please Pay This Amount =>			\$ 260.21

Return Remittance Copy of Invoice with Payment

Invoice Number
254191

Invoice Date
12/08/09

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Eileen Gardenhire
(734) 595-6504, Ext: 2030
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No
C-45141

12684 ISSUE DATE 8/18/2008 EXPIRES 8/18/2010
REVIEW No. R 08-206 WORK ORDER

PROJECT NAME

ORCHARD HILL PLACE ROADWAY RECONSTRUCTION

LOCATION

ORCHARD HILL PLACE (AT 8 MILE)

CITY/TWP

NOVI

PERMIT HOLDER

CITY OF NOVI
26300 DELWAL
NOVI, MI 48375-3024

CONTRACTOR

WASHTENAW INC. MAINTENANCE SERVICES
2160 E MICHIGAN AVE
YPSILANTI MI 48198

CONTACT

ROBERT HAYES

(248) 343-4189 (Cell)

(248) 735-5606

CONTACT

ALAN LAMPEAR

(734) 260-0484 (Cell)

(734) 483-3000

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

THE PERMIT HOLDER IS PERMITTED TO PLACE CONSTRUCTION SIGNING AND MARK THE CROSS WALK WITHIN THE 8 MILE RIGHT-OF-WAY

SPECIAL CONDITIONS:

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS. ALL SIGNING AND BARRICADING WILL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

FINANCIAL SUMMARY

PERMIT FEE \$125.00
PLAN REVIEW FEE \$270.00
PARK FEE \$0.00
OTHER FEE \$0.00
BOND \$500.00
INSPECTION DEPOSIT \$500.00
OTHER BOND \$0.00
TOTAL COSTS \$1,395.00
CREDIT (\$500.00)
TOTAL CHECK AMOUNT \$1,395.00
CASHIER DATE 8/18/2008

DEPOSITOR

WASHTENAW INC. MAINTENANCE SERVICES
2160 E MICHIGAN AVE
YPSILANTI, MI 48198

BANK

BANK OF ANN ARBOR

CHECK TYPE

COMPANY CHEC

CHECK No.

21150

APPROVED PLANS PREPARED BY

CITY OF NOVI

PLANS APPROVED BY

Sych, P.

DATE PLANS APPROVED

8/18/2008

REQUIRED ATTACHMENTS

Approved Plans, General Conditions,
Indemnity and Insurance Attachment,
Rules, Specifications and Procedures for Permit

www.waynecounty.com/mygovt/dps/depts/engineering/perm
#Clic.asp

(PERMIT VALID ONLY IF ACCOMPANIED
BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

ROBERT HAYES
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

ALAN LAMPEAR
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY MS. JESSICA TRUIT
PERMIT COORDINATOR

DATE



**REQUEST FOR
FINAL INSPECTION AND RELEASE OF R.C.O.C. PERMIT**

UPON COMPLETION OF CONSTRUCTION, PLEASE FILL OUT THE NECESSARY INFORMATION CONTAINED ON THIS FORM AND MAIL TO:

ROAD COMMISSION FOR OAKLAND COUNTY
PERMITS & ENVIRONMENTAL CONCERNS DEPARTMENT
2420 PONTIAC LAKE ROAD
WATERFORD, MI 48328

- OR -

FAX TO: (248) 858-4773

PERMIT NO. :	<u>E52396</u>
DATE WORK COMPLETED:	<u>6/30/09</u>
PERMIT HOLDER:	<u>Washtenaw Inc Maintenance Services</u>
DATE PERMIT ISSUED:	<u>8/20/08</u>
TOWNSHIP:	<u>Novi</u>
TYPE OF WORK:	<u>Reconstruct Street Approach</u>
LOCATION:	<u>Orchard Hill Place and Haggerty</u>
CONTACT PERSON:	<u>Pam Bufford</u>
PHONE NO.:	<u>734-483-3000</u>
FAX NO.:	<u>734-485-6690</u>

THE ABOVE INFORMATION WILL GREATLY ASSIST US IN PROCESSING YOUR REQUEST FOR FINAL INSPECTION AND RELEASE.