



# CITY of NOVI CITY COUNCIL

**Agenda Item B**  
**April 4, 2011**

**SUBJECT:** Approval of the final payment to Florence Cement Company for the 2010 Capital Preventative Maintenance – Phase 1 project in the amount of \$77,363.47.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RTH* *BTU*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 77,363.47</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 281,250 (Local Road CPM, includes \$35,246 for engineering)</b> <b>\$ 218,750 (Major Road CPM, includes \$33,611 for engineering)</b> <b>\$ 500,000 TOTAL</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-866.500 (Local Road CPM)</b> <b>202-202.00-866.500 (Major Road CPM)</b>

**BACKGROUND INFORMATION:**

The 2010 Capital Preventative Maintenance Program—Phase 1 project included lower cost preventative treatments to preserve the life of several road segments and resulted in increased PASER ratings on 1.1 miles of major roads and 0.9 miles of local streets. The construction contract was awarded to Florence Cement Company at the April 19, 2010 City Council meeting in the amount of \$371,138.70.

Staff worked with the City's consulting engineer for this project, Orchard, Hiltz & McCliment, Inc. (OHM) to administer the construction contract, inspect the contractor's work and to submit the attached documents verifying the final contract payment amount that is due to the contractor, Florence Cement Company. (Final Pay Estimate No. 2, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Kudla's March 25, 2011 letter, attached).

There were three (3) approved change orders resulting in a net decrease of \$32,743.16 to the construction contract. The first change order was approved on September 1, 2010 for a decrease of \$36,185.06 to remove existing contract items that were determined to be unnecessary in the field and to add Park Ridge Court to the project. The second change order resulted in an increase of \$206.50 for additional road stripping on Meadowbrook Road (between Grand River and I-96) and Wixom Road (between 11 Mile Road and Island Lake Drive). The third change order resulted in an increase of \$3,235.40 to the contract price to balance completed contract items and to remove those items not used. The approved change orders resulted in a final contract price of \$338,395.54.

**RECOMMENDED ACTION:** Approval of the final payment to Florence Cement Company for the 2010 Capital Preventative Maintenance – Phase 1 project in the amount of \$77,363.47.

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Fischer</b>				
<b>Council Member Margolis</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				
<b>Council Member Wrobel</b>				



February 16, 2011

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

Attention: Mr. Rob Hayes  
City of Novi

Regarding: 2010 Roadway Capital Preventative Maintenance Program  
Novi Project No. 09-2011  
OHM Job No. 0163-09-0043

Dear Mr. Hayes:

Enclosed is the Application for Progress Payment No. 2 (FINAL) and includes the required close out documents including: 1) Contractor's Declaration; 2) Consent of Surety; 3) Sworn Statement; 4) Full Unconditional Waivers from Subcontractors and Suppliers and 5) the Maintenance and Guarantee Bond which is available in all Contract Books.

Please note that while the Maintenance and Guarantee Bond is executed, it remains undated pending acceptance of the project. As such, we request that applicable parties be notified of the acceptance date once obtained.

Florence Cement Company has completed the work shown on the attached construction estimate for the period ending January 19, 2011. We would recommend payment to the Contractor in the amount of \$77,363.47 which includes \$18,556.94 of previously held retainage.

Sincerely,  
ORCHARD, HILTZ & McCLIMENT, INC.

A handwritten signature in blue ink, appearing to read "Greg J. Marker", is written over a horizontal line.

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

cc: Aaron Staup, City of Novi  
Florence Cement Company, 12798 23 Mile Road, Shelby Township, MI 48315  
Jacob Rushlow, OHM  
File

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letter.doc

March 17, 2011

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

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

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

Re: **2010 Roadway Capital Preventative Maintenance Program**  
**Florence Cement Co., - Closing Documents**  
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the 2010 Capital Preventative Maintenance Program:

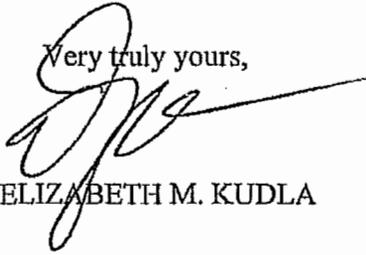
- Final Application for Payment and Engineer's Certificate
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond

Subject to the approval of the Final Pay Application by City staff the closing documents appear to be in order.

It is our understanding that Florence Cement Co. will provide its Full Unconditional Waiver of Lien at the time final payment is received.

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

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

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# CITY OF NOVI

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

## APPLICATION FOR PROGRESS PAYMENT

**PROJECT:** 2010 Roadway Capital Preventative Maintenance Program  
**OWNER:** City of Novi  
 45175 W. Ten Mile Road  
 Novi, Michigan 48375

**NOVI PROJECT NO.:** 09-2011

**ENGINEER:** Orchard, Hiltz, McCliment, Inc.  
 34000 Plymouth Road  
 Livonia, MI 48150

**PAYMENT NO.:** FINAL

**CONTRACTOR:** Florence Cement Company  
 12798 23 Mile Road  
 Shelby Township, MI 48315

**CONTRACT AMOUNT**

**ORIGINAL:** \$ 371,138.70  
**REVISED:** \$ 338,395.54

**COMPLETION DATE**

**ORIGINAL:**  
**REVISED:**

**DATES OF ESTIMATE**

**FROM:** July 23, 2010  
**TO:** January 19, 2011

**SECTION 1. COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION A: Bedford Center to Byrne (Minor) 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	%
1	Mobilization, Max. 10%	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
2	Audio Video Route Survey	Dlr	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ 600.00				1	\$ 600.00	100%
3	Traffic Maintenance and Control	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
4	Flag Control	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
5														
6	Pavt. Rem	Syd	100	\$ 15.00	\$ 1,500.00	84	\$ 15.00	\$ 1,260.00				84	\$ 1,260.00	100%
7	Erosion Control, Inlet Protection, Geotex	Ea	4	\$ 35.00	\$ 140.00	4	\$ 35.00	\$ 140.00				4	\$ 140.00	100%
8	Aggregate Base, 21AA	Ton	40	\$ 19.00	\$ 760.00	1	\$ 19.00	\$ 19.00				1	\$ 19.00	100%
9	Subgrade Undercutting, Type II (Modified)	Cyd	10	\$ 32.00	\$ 320.00	0.00	\$ 32.00	-				0	0.00	0%
10	Pavt Joint and Crack Repr. Det 7	Ft	900	\$ 10.00	\$ 9,000.00	1070	\$ 10.00	\$ 10,700.00	170	\$ 1,700.00	16%	1070	\$ 10,700.00	100%
11	Pavt Joint and Crack Repr. Det 8	Ft	500	\$ 0.01	\$ 5.00	0.00	\$ 0.01	-				0	0.00	0%
12	Pavt Repr w/ Intg Curb, Nonreinf Conc.	Syd	100	\$ 45.00	\$ 4,500.00	84	\$ 45.00	\$ 3,780.00				84	\$ 3,780.00	100%
13	Resealing Longit Joints with Hot-Poured	Ft	1250	\$ 1.00	\$ 1,250.00	780	\$ 1.00	\$ 780.00	780	\$ 780.00	100%	780	\$ 780.00	100%
14	Resealing Transv Joints with Hot-Poured	Ft	1250	\$ 0.90	\$ 1,125.00	540	\$ 0.90	\$ 486.00	540	\$ 486.00	100%	540	\$ 486.00	100%
15	Saw Cut, Repair	Ft	30	\$ 2.00	\$ 60.00	25	\$ 2.00	\$ 50.00	25	\$ 50.00	100%	25	\$ 50.00	100%
16	Partial Reconstruction of Drainage Structure	Ft	8	\$ 250.00	\$ 2,000.00	0.00	\$ 250.00	-				0	0.00	0%
17	Structure Cover, Adj, Case 2	Ea	1	\$ 250.00	\$ 250.00	1	\$ 250.00	\$ 250.00				1	\$ 250.00	100%
18	Fertilizer, Chemical Nutrient, CIA	Lb	2	\$ 2.00	\$ 4.00	1	\$ 2.00	\$ 2.00				1	\$ 2.00	100%
19	Topsoil, Seed and Mulch, 3 inch	Syd	40	\$ 10.00	\$ 400.00	20	\$ 10.00	\$ 200.00				20	\$ 200.00	100%
22	Add'l Conc Around Str Adj	Ft				1	\$ 280.00	\$ 280.00	1	\$ 280.00	100%	1	\$ 280.00	100%
TOTALS THIS SHEET				\$	22,214.00		\$	18,847.00		\$	3,296.00		\$	18,847.00



# CITY OF NOVI

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

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 Roadway Capital Preventative  
 Maintenance Program

NOVI PROJECT NO.: 09-2011

PAYMENT NO.: FINAL

### SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	DIVISION B: Bedford Woodside Ct to Galway Dr (Minor) 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	%
1	Mobilization, Max. 10%	Ls	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
2	Audio Video Route Survey	Ls	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00				1	\$ 500.00	100%
3	Traffic Maintenance and Control	Ls	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
4	Flag Control	Ls	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
5														
6	Erosion Control, Inlet Protection, Geotextile and Stone	Ea	4	\$ 35.00	\$ 140.00	5	\$ 35.00	\$ 175.00	1	\$ 35.00	20%	5	\$ 175.00	100%
7	Pavt Joint and Crack Repr, Det 7	Ft	850	\$ 10.00	\$ 8,500.00	801	\$ 10.00	\$ 8,010.00				801.0	\$ 8,010.00	100%
8	Pavt Joint and Crack Repr, Det 8	Ft	300	\$ 0.01	\$ 3.00	0.00	\$ 0.01	-				0	\$ 0.00	0%
9	Resealing Longit Joints with Hot-Poured Rubber	Ft	1300	\$ 1.00	\$ 1,300.00	900	\$ 1.00	\$ 900.00	900	\$ 900.00	100%	900	\$ 900.00	100%
10	Resealing Transv Joints with Hot-Poured Rubber	Ft	13800	\$ 0.90	\$ 12,420.00	585	\$ 0.90	\$ 526.50	585	\$ 526.50	100%	585	\$ 526.50	100%
11	Saw Cut, Repair	Ft	40	\$ 2.00	\$ 80.00	18	\$ 2.00	\$ 36.00	18	\$ 36.00	100%	18	\$ 36.00	100%
	DIVISION C: Byrme (Minor)													
1	Mobilization, Max. 10%	Dir	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
2	Audio Video Route Survey	Dir	1	\$ 400.00	\$ 400.00	1	\$ 400.00	\$ 400.00				1	\$ 400.00	100%
3	Traffic Maintenance and Control	Dir	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
4	Flag Control	Dir	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
5														
6	Pavt. Rem	Syd	200	\$ 15.00	\$ 3,000.00	113.50	\$ 15.00	\$ 1,702.50				113.50	\$ 1,702.50	100%
7	Erosion Control, Inlet Protection, Geotextile and Stone	Ea	2	\$ 35.00	\$ 70.00	2	\$ 35.00	\$ 70.00				2	\$ 70.00	100%
8	Aggregate Base, 21AA	Ton	80	\$ 19.00	\$ 1,520.00	1	\$ 19.00	\$ 19.00				1	\$ 19.00	100%
9	Subgrade Undercutting, Type II (Modified)	Cyd	10	\$ 32.00	\$ 320.00		\$ 32.00							
10	Pavt Joint and Crack Repr, Det 7	Ft	225	\$ 10.00	\$ 2,250.00	273	\$ 10.00	\$ 2,730.00	48	\$ 480.00	18%	273	\$ 2,730.00	100%
11	Pavt Joint and Crack Repr, Det 8	Ft	225	\$ 0.01	\$ 2.25	0.00	\$ 0.01	-				0	\$ 0.00	0%
12	Pavt Repr w/ Intg Curb, Nonreinf Conc, 8 inch	Syd	200	\$ 45.00	\$ 9,000.00	113.50	\$ 45.00	\$ 5,107.50				113.50	\$ 5,107.50	100%
13	Resealing Longit Joints with Hot-Poured Rubber	Ft	575	\$ 1.00	\$ 575.00	432	\$ 1.00	\$ 432.00	432	\$ 432.00	100%	432	\$ 432.00	100%
14	Resealing Transv Joints with Hot-Poured	Ft	400	\$ 0.90	\$ 360.00	288	\$ 0.90	\$ 259.20	288	\$ 259.20	100%	288	\$ 259.20	100%
15	Saw Cut, Repair	Ft	20	\$ 2.00	\$ 40.00	0.00	\$ 2.00	-				0	\$ 0.00	0%
16	Fertilizer, Chemical Nutrient, CI A	Lb	3	\$ 2.00	\$ 6.00	1.5	\$ 2.00	\$ 3.00				1.50	\$ 3.00	100%
17	Topsoil, Seed and Mulch, 3 inch	Syd	45	\$ 10.00	\$ 450.00	25	\$ 10.00	\$ 250.00				25	\$ 250.00	100%
	TOTAL FROM PREVIOUS SHEET				\$ 22,214.00		\$ 18,847.00		\$ 3,296.00			\$ 18,847.00		
	TOTAL DIVISIONS A,B,C				\$ 63,750.25		\$ 40,567.70		\$ 5,964.70			\$ 40,567.70		100%



# CITY OF NOVI

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

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 Roadway Capital Preventative  
 Maintenance Program

NOVI PROJECT NO.: 09-2011

PAYMENT NO.: FINAL

### SECTION 1.

### COST OF COMPLETED WORK TO DATE

Item No.	DIVISION D: Foxmoor (Minor) 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	%
1	Mobilization, Max. 10%	Dlr	1	\$ 100.00	\$ 100.00	1.00	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
2	Audio Video Route Survey	Dlr	1	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1	\$ 800.00	100%
3	Traffic Maintenance and Control	Dlr	1	\$ 100.00	\$ 100.00	1.00	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
4	Flag Control	Dlr	1	\$ 100.00	\$ 100.00	1.00	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
5														
6	Pavt, Rem	Syd	600	\$ 15.00	\$ 9,000.00	541.40	\$ 15.00	\$ 8,121.00				541.40	\$ 8,121.00	100%
7	Erosion Control, Inlet Protection, Geotextile and Stone	Ea	12	\$ 35.00	\$ 420.00	8.00	\$ 35.00	\$ 280.00				8	\$ 280.00	100%
8	Aggregate Base, 21AA	Ton	240	\$ 19.00	\$ 4,560.00	20.00	\$ 19.00	\$ 380.00				20	\$ 380.00	100%
9	Subgrade Undercutting, Type II (Modified)	Cyd	40	\$ 32.00	\$ 1,280.00	0.00	\$ 32.00					0	0.00	0%
10	Pavt Joint and Crack Repr, Det 7	Ft	575	\$ 10.00	\$ 5,750.00	597.80	\$ 10.00	\$ 5,978.00	22.8	\$ 228.00	4%	597.80	\$ 5,978.00	100%
11	Pavt Joint and Crack Repr, Det 8	Ft	200	\$ 0.01	\$ 2.00	0.00	\$ 0.01					0	0.00	0%
12	Pavt Repr w/ Intg Curb, Nonreinf Conc, 8 inch	Syd	600	\$ 45.00	\$ 27,000.00	541.40	\$ 45.00	\$ 24,363.00				541.40	\$ 24,363.00	100%
13	Resealing Longit Joints with Hot- Poured Rubber	Ft	3100	\$ 1.00	\$ 3,100.00	3,030.00	\$ 1.00	\$ 3,030.00	3030.0	\$ 3,030.00	100%	3030	\$ 3,030.00	100%
14	Resealing Transv Joints with Hot- Poured Rubber	Ft	2750	\$ 0.90	\$ 2,475.00	2,019.00	\$ 0.90	\$ 1,817.10	2019.0	\$ 1,817.10	100%	2019	\$ 1,817.10	100%
15	Saw Cut, Repair	Ft	100	\$ 2.00	\$ 200.00	109.00	\$ 2.00	\$ 218.00	109.0	\$ 218.00	100%	109	\$ 218.00	100%
16	Partial Reconstruction of Drainage Structure	Ft	16	\$ 250.00	\$ 4,000.00	1.00	\$ 250.00	\$ 250.00				1	\$ 250.00	100%
17	Structure Cover, Adj, Case 2	Ea	2	\$ 250.00	\$ 500.00	3.00	\$ 250.00	\$ 750.00	1.0	\$ 250.00	33%	3	\$ 750.00	100%
18	Fertilizer, Chemical Nutrient, Cl A	Lb	10	\$ 2.00	\$ 20.00	5.00	\$ 2.00	\$ 10.00				5	\$ 10.00	100%
19	Topsoil, Seed and Mulch, 3 inch	Syd	210	\$ 10.00	\$ 2,100.00	115.00	\$ 10.00	\$ 1,150.00	10.0	\$ 100.00	9%	115	\$ 1,150.00	100%
20	Irrigation Piping	Ft				1.00	\$ 2.50	\$ 2.50	1.0	\$ 2.50	100%	1	\$ 2.50	100%
21	Sprinkler Head, Adj	Ea				1.00	\$ 75.00	\$ 75.00	1.0	\$ 75.00	100%	1	\$ 75.00	100%
23	Add'l Conc Around Str Adj	Ft				4.00	\$ 280.00	\$ 1,120.00	4.0	\$ 1,120.00	100%	4	\$ 1,120.00	100%
TOTAL FROM PREVIOUS SHEETS					\$ 63,750.25		\$ 40,567.70		\$ 5,964.70			\$ 40,567.70		
TOTAL DIVISIONS A,B,C,D					\$ 125,257.25		\$ 89,212.30		\$ 12,805.30			\$ 89,212.30	100%	



# CITY OF NOVI

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

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 Roadway Capital Preventative  
 Maintenance Program

NOVI PROJECT NO.: 09-2011

PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE														
Item No.	DIVISION E: Pennington (Minor) 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	%
1	Mobilization, Max. 10%	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
2	Audio Video Route Survey	Dlr	1	\$ 700.00	\$ 700.00	1	\$ 700.00	\$ 700.00				1	\$ 700.00	100%
3	Traffic Maintenance and Control	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
4	Flag Control	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
5														
6	Pavt. Rem	Syd	325	\$ 15.00	\$ 4,875.00	299.99	\$ 15.00	\$ 4,499.85				299.99	\$ 4,499.85	100%
7	Erosion Control, Inlet Protection, Geotextile and Stone	Ea	4	\$ 35.00	\$ 140.00	6	\$ 35.00	\$ 210.00	2	\$ 70.00	33%	6	\$ 210.00	100%
8	Aggregate Base, 21AA	Ton	140	\$ 19.00	\$ 2,660.00	16	\$ 19.00	\$ 304.00				16	\$ 304.00	100%
9	Subgrade Undercutting, Type II (Modified)	Cyd	25	\$ 32.00	\$ 800.00	0	\$ 32.00					0	0.00	0%
10	Pavt Repr w/ Intg Curb, Nonreinf Conc, 7 inch	Syd	325	\$ 45.00	\$ 14,625.00	342.82	\$ 45.00	\$ 15,426.90	17.82	\$ 801.90	5%	342.82	\$ 15,426.90	100%
11	Resealing Longit Joints with Hot- Poured Rubber	Ft	850	\$ 1.00	\$ 850.00	0	\$ 1.00					0	0.00	0%
12	Resealing Transv Joints with Hot- Poured Rubber	Ft	1250	\$ 0.90	\$ 1,125.00	0	\$ 0.90					0	0.00	0%
13	Partial Reconstruction of Drainage Structure	Ft	8	\$ 250.00	\$ 2,000.00	0	\$ 250.00					0	0.00	0%
14	Structure Cover, Adj, Case 2	Ea	2	\$ 250.00	\$ 500.00	0	\$ 250.00					0	0.00	0%
15	Fertilizer, Chemical Nutrient, CI A	Lb	6	\$ 2.00	\$ 12.00	3	\$ 2.00	\$ 6.00				3	\$ 6.00	100%
16	Topsoil, Seed and Mulch, 3 inch	Syd	120	\$ 10.00	\$ 1,200.00	60	\$ 10.00	\$ 600.00				60	\$ 600.00	100%
TOTAL FROM PREVIOUS SHEET					\$ 125,257.25		\$ 89,212.30		\$ 12,805.30			\$ 89,212.30		
TOTAL DIVISIONS A,B,C,D,E					\$ 155,044.25		\$ 111,259.05		\$ 13,677.20			\$ 111,259.05		100%



# CITY OF NOVI

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## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 Roadway Capital Preventative  
 Maintenance Program

NOVI PROJECT NO.: 09-2011

PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE														
Item No.	DIVISION F: Wixom (Major) 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	%
1	Mobilization, Max. 10%	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
2	Audio Video Route Survey	Dlr	1	\$ 850.00	\$ 850.00	1	\$ 850.00	\$ 850.00				1	\$ 850.00	100%
3	Traffic Maintenance and Control	Dlr	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00				1	\$ 6,000.00	100%
4	Flag Control	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
5														
6	Pavt, Rem	Syd	325	\$ 67.50	\$ 21,937.50	97.3	\$ 67.50	\$ 6,567.75				97.3	\$ 6,567.75	100%
7	Erosion Control, Inlet Protection, Geotextile and Stone	Ea	6	\$ 35.00	\$ 210.00	14	\$ 35.00	\$ 490.00	8.0	\$ 280.00	57%	14	\$ 490.00	100%
8	Overband Crack Fill, Roadbed	Rbmi	0.45	\$ 8,300.00	\$ 3,735.00	0.45	\$ 8,300.00	\$ 3,735.00				0.45	\$ 3,735.00	100%
9	HMA, 4C	Ton	210	\$ 0.01	\$ 2.10	22.03	\$ 0.01	\$ 0.22				22.03	\$ 0.22	100%
10	HMA, Ultra Think Overlay, 3/4 inch	Syd	8850	\$ 5.00	\$ 44,250.00	8751.7	\$ 5.00	\$ 43,758.50				8751.7	\$ 43,758.50	100%
11	Structure Cover, Adj, Case 2	Ea	4	\$ 250.00	\$ 1,000.00	1	\$ 250.00	\$ 250.00				1	\$ 250.00	100%
12	Pavt Mrkg, Inlay Cold Plastic, School	Ea	1	\$ 295.00	\$ 295.00	1	\$ 295.00	\$ 295.00				1	\$ 295.00	100%
13	Pavt Mrkg, Inlay Cold Plastic, 12 inch, Cross Hatching, White	Ft	250	\$ 6.75	\$ 1,687.50	108	\$ 6.75	\$ 729.00				108	\$ 729.00	100%
14	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	Ft	5900	\$ 0.50	\$ 2,950.00	5938	\$ 0.50	\$ 2,969.00	5938.0	\$ 2,969.00	100%	5938	\$ 2,969.00	100%
15	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	Ft	700	\$ 0.50	\$ 350.00	643	\$ 0.50	\$ 321.50	643.0	\$ 321.50	100%	643	\$ 321.50	100%
16	Pavt Mrkg, Inlay Cold Plastic, 6 inch, Crosswalk	Ft	125	\$ 3.35	\$ 418.75	110	\$ 3.35	\$ 368.50				110	\$ 368.50	100%
17	Curb and Gutter, Rem and Rplace	Ft				70	\$ 90.00	\$ 6,300.00	70.0	\$ 6,300.00	100%	70	\$ 6,300.00	100%
18	Pavt Mrkg, Type R, Yellow	Ft				248	\$ 2.25	\$ 558.00	248.0	\$ 558.00	100%	248	\$ 558.00	100%
19	Pavt Mrkg, Type R, White	Ft				20	\$ 2.25	\$ 45.00	20.0	\$ 45.00	100%	20	\$ 45.00	100%
20	Topsoil, Seed and Mulch, 3 inch	Syd				4	\$ 10.00	\$ 40.00	4.0	\$ 40.00	100%	4	\$ 40.00	100%
21	Riser Ring, 3/4"	Ea				5	\$ 240.00	\$ 1,200.00	5.0	\$ 1,200.00	100%	5	\$ 1,200.00	100%
TOTAL FROM PREVIOUS SHEET					\$ 155,044.25		\$ 111,259.05		\$ 13,677.20			\$ 111,259.05		
TOTAL DIVISION A,B,C,D,E,F					\$ 238,930.10		\$ 185,936.52		\$ 25,390.70			\$ 185,936.52	100%	



# CITY OF NOVI

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

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 Roadway Capital Preventative  
 Maintenance Program

NOVI PROJECT NO.: 09-2011

PAYMENT NO.: FINAL

### SECTION 1.

### COST OF COMPLETED WORK TO DATE

Item No.	DIVISION G: Meadowbrook SB Lane at 9 Mile Rd (Major)		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	%
1	Mobilization, Max. 10%	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
2	Audio Video Route Survey	Dlr	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00				1	\$ 500.00	100%
3	Traffic Maintenance and Control	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
4	Flag Control	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
5														
6	Curb and Gutter, Rem	Ft	300	\$ 15.00	\$ 4,500.00	292	\$ 15.00	\$ 4,380.00				292	\$ 4,380.00	100%
7	Pavt, Rem	Syd	300	\$ 15.00	\$ 4,500.00	235.3	\$ 15.00	\$ 3,529.50				235.3	\$ 3,529.50	100%
8	Aggregate Base, 21AA	Ton	140	\$ 19.00	\$ 2,660.00	0	\$ 19.00					0	0.00	0%
9	Subgrade Undercutting, Type II (Modified)	Cyd	25	\$ 32.00	\$ 800.00	0	\$ 32.00					0	0.00	0%
10	Maintenance Aggregate, 21AA	Ton	20	\$ 19.00	\$ 380.00	0	\$ 19.00					0	0.00	0%
11	Pavt Repr w/ Intg Curb, Nonreinf Conc, 8 inch	Syd	300	\$ 45.00	\$ 13,500.00	283.29	\$ 45.00	\$ 12,748.05				283.29	\$ 12,748.05	100%
12	Resealing Longit Joints with Hot-Poured Rubber	Ft	300	\$ 1.00	\$ 300.00	630	\$ 1.00	\$ 630.00	630.0	\$ 630.00	100%	630	\$ 630.00	100%
13	Resealing Transv Joints with Hot-Poured Rubber	Ft	140	\$ 0.90	\$ 126.00	592	\$ 0.90	\$ 532.80	592.0	\$ 532.80	100%	592	\$ 532.80	100%
14	Fertilizer, Chemical Nutrient, CI A	Lb	8	\$ 2.00	\$ 16.00	5	\$ 2.00	\$ 10.00				5	\$ 10.00	100%
15	Topsoil, Seed and Mulch, 3 inch	Syd	165	\$ 10.00	\$ 1,650.00	100	\$ 10.00	\$ 1,000.00				100	\$ 1,000.00	100%
16	Erosion Copntrol, Inlet Protection, Geotextile and Stone	Ea				1	\$ 35.00	\$ 35.00	1.0	\$ 35.00	100%	1	\$ 35.00	100%
TOTAL FROM PREVIOUS SHEET					\$ 238,930.10		\$ 185,936.52		\$ 25,390.70		\$ 185,936.52			
TOTAL DIVISIONS A,B,C,D,E,F,G					\$ 268,162.10		\$ 209,601.87		\$ 26,588.50		\$ 209,601.87		100%	



# CITY OF NOVI

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

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: NOVI PROJECT NO.: 09-2011 PAYMENT NO.: FINAL

### 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	%
<b>DIVISION H: Meadowbrook</b>														
<b>Grand River Ave to I-96 (Major)</b>														
1	Mobilization, Max. 10%	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
2	Audio Video Route Survey	Dlr	1	\$ 950.00	\$ 950.00	1	\$ 950.00	\$ 950.00				1	\$ 950.00	100%
3	Traffic Maintenance and Control	Dlr	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00				1	\$ 6,000.00	100%
4	Flag Control	Dlr	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00				1	\$ 100.00	100%
5														
6	Pavt, Rem	Syd	250	\$ 67.50	\$ 16,875.00	285.7	\$ 67.50	\$ 19,284.75	35.7	\$ 2,409.75	12%	285.7	\$ 19,284.75	100%
7	Erosion Control, Inlet Protection, Geotextile and Stone	Ea	2	\$ 35.00	\$ 70.00	2	\$ 35.00	\$ 70.00				2	\$ 70.00	100%
8	Overband Crack Fill, Roadbed	Rbmi	0.6	\$ 8,300.00	\$ 4,980.00	1	\$ 8,300.00	\$ 4,980.00				0.6	\$ 4,980.00	100%
9	HMA, 4C	Ton	160	\$ 0.01	\$ 1.60	64	\$ 0.01	\$ 0.64				63.9	\$ 0.64	100%
10	HMA, Ultra Thin Overlay, 3/4 inch	Syd	13,500	\$ 5.00	\$ 67,500.00	14410	\$ 5.00	\$ 72,050.00	910.0	\$ 4,550.00	6%	14410	\$ 72,050.00	100%
11	Structure Cover, Adj, Case 2	Ea	1	\$ 250.00	\$ 250.00	0	\$ 250.00	\$ -				0	\$ 0.00	0%
12	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	Ft	6800	\$ 0.50	\$ 3,400.00	6706	\$ 0.50	\$ 3,353.00	6706.0	\$ 3,353.00	100%	6706.00	\$ 3,353.00	100%
13	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	Ft	5500	\$ 0.50	\$ 2,750.00	5839	\$ 0.50	\$ 2,919.50	5839.0	\$ 2,919.50	100%	5839.00	\$ 2,919.50	100%
14	Pavt Mrkg, Yellow Type R	Ft				376	\$ 2.25	\$ 846.00	376.0	\$ 846.00	100%	376.00	\$ 846.00	100%
15	Spillway, HMA	Ea				1	\$ 400.00	\$ 400.00	1.0	\$ 400.00	100%	1.00	\$ 400.00	100%
<b>DIVISION J: Park Ridge Court</b>														
1	Mobilization, Max. 10%	Ls				1	\$ 192.68	\$ 192.68	1.0	\$ 192.68	100%	1.00	\$ 192.68	100%
2	Audio Video Route Survey	Ls				1	\$ 900.00	\$ 900.00	1.0	\$ 900.00	100%	1.00	\$ 900.00	100%
3	Traffic Maintenance & Control	Ls				1	\$ 100.00	\$ 100.00	1.0	\$ 100.00	100%	1.00	\$ 100.00	100%
4	Flag Control	Ls				1	\$ 100.00	\$ 100.00	1.0	\$ 100.00	100%	1.00	\$ 100.00	100%
5	Pavt, Rem	Syd				212	\$ 15.00	\$ 3,180.00	212.0	\$ 3,180.00	100%	212.00	\$ 3,180.00	100%
6	Erosion Control, Inlet Protection, Geotextile and Stone	Ea				2	\$ 35.00	\$ 70.00	2.0	\$ 70.00	100%	2.00	\$ 70.00	100%
10	Pavt Repr w/Intg Curb, Nonreinf Conc, 8 inch	Syd				212	\$ 45.00	\$ 9,540.00	212.0	\$ 9,540.00	100%	212.00	\$ 9,540.00	100%
11	Structure Cover, Adj, Case 2	Ea				1	\$ 250.00	\$ 250.00	1.0	\$ 250.00	100%	1.00	\$ 250.00	100%
12	Partial Reconstruction of Drainage Structures	Ft				1	\$ 280.00	\$ 280.00	1.0	\$ 280.00	100%	1.00	\$ 280.00	100%
13	Fertilizer, Chemical Nutrient, CI A	Lbs				4	\$ 2.00	\$ 8.00	4.0	\$ 8.00	100%	4.00	\$ 8.00	100%
14	Topsoil, Sed & Mulch, 3 inch	Syd				60	\$ 10.00	\$ 600.00	60.0	\$ 600.00	100%	60.00	\$ 600.00	100%
15	Add'l Conc Around Str Adj	Ft				2	\$ 280.00	\$ 560.00	2.0	\$ 560.00	100%	2.00	\$ 560.00	100%
16	Joint Seal, Transverse	Ft				1319	\$ 0.90	\$ 1,187.10	1319.00	\$ 1,187.10	100%	1319.00	\$ 1,187.10	100%
17	Joint Seal, Longitudinal	Ft				772	\$ 1.00	\$ 772.00	772.00	\$ 772.00	100%	772.00	\$ 772.00	100%
TOTAL FROM PREVIOUS SHEET					\$ 268,162.10			\$ 209,601.87		\$ 26,588.50			\$ 209,601.87	
GRAND TOTAL					\$ 371,138.70			\$ 338,395.54		\$ 58,806.53			\$ 338,395.54	100%



# CITY OF NOVI

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

cityofnovi.org

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 Roadway Capital Preventative Maintenance Program      NOVI PROJECT NO.:      PAYMENT NO.:      FINAL

Original Contract Amount: \$ 371,138.70

### CHANGE ORDERS

Change Orders: \$ (32,743.16)

No.	Date		Amount
1	September 1, 2010	\$	(36,185.06)
2	November 9, 2010	\$	206.50
3	January 5, 2010	\$	3,235.40

Adjusted Contract Amount to Date: \$ 338,395.54

Total Cost of Work Performed to Date: \$ 338,395.54

MINUS Retainage: \$ -

MINUS Additional Retainage: \$ -

Net Amount Earned of Contract and Extra Work to Date: \$ 338,395.54

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

Subtotal: \$ 338,395.54

MINUS Amount of Previous Payment: \$ 261,032.07

TOTAL: \$ (32,743.16)

**BALANCE DUE THIS PAYMENT: \$ 77,363.47**

Inspection "Crew Days" Allowed per Contract:	36.00
Inspection "Crew Days" Increase C.O. No.2	3.50
Inspection "Crew Days" Total	39.50
Inspection "Crew Days" Used to Date:	39.50
Inspection "Crew Days" Remaining:	0.00



# CITY OF NOVI

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

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 Roadway Capital Preventative  
Maintenance Program

NOVI PROJECT NO.:

PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

By: Aaron J. Staup, Construction Engineering Coordinator

Dated:

2/23/11

By: Brian Coburn, Senior Civil Engineer

Dated:

3/25/11

Florence Contract Company  
Contractor Company

Date: 2/2/2011

[Signature]  
Contractor Authorized Signature

By: Tony A. Casodillo PM  
Print Name

ORSHARD, HILTZ, McCLIMENTS, Inc  
Consultant Firm

Date: 2/16/11

[Signature]  
Consultant Authorized Signature

By: GREG MARKER  
Print Name



CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period July 23, 2010 to January 19, A.D., 2011, performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, due for, or claim compensation from City of Novi the Owner, or his agents, in addition to the regular items set forth in the contract numbered 0163-09-0043 and dated June 5 A.D., 2010, for 2010 Roadway Capital Preventative Maintenance Program - Novi executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and / or extension of time as set forth on the itemized statement attached hereto.

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

Date: February 14, 2011
Company: Florence Cement Co.
By: [Signature]
Position: Angelo S. Lanni, President

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707  
**Bond No. 1938036**

Owner  
Architect  
Contractor  
Surety **X**  
Other

**PROJECT:**  
(name, address) **2010 Roadway Capital Preventative Maintenance Program**

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

**ARCHITECT'S PROJECT NO:**  
**CONTRACT FOR: 2010 Roadway Capital**  
**Preventative Maintenance**  
**Program**

**CONTRACT DATE:**

**CONTRACTOR:**  
**Florence Cement Company**  
**12585 23 Mile Road**  
**Shelby Township, MI 48315**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**The Hanover Insurance Company**  
**440 Lincoln Street**  
**Worcester, Massachusetts 01653**

**,SURETY COMPANY**

on bond of (here insert name and address of Contractor)  
**Florence Cement Company**  
**12585 23 Mile Road**  
**Shelby Township, Michigan 48315**

**,CONTRACTOR,**

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

**,OWNER,**

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

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this **7th** day of **February,** **2011**

Surety Company  
**The Hanover Insurance Company**

  
Signature of Authorized Representative

Attest:  
(Seal): 

**Kristyn Langbeen - 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 HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas R. Guy, Paul M. Hurley, Robert D. Heuer, Michael D. Lechner, Margaret M. Kohloff,  
Carol A. Johnson, Kristyn Langbeen and Michelle Buechel

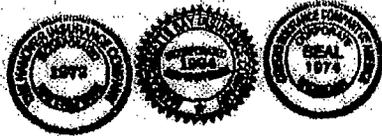
of Troy, MI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single Instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surely any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 19<sup>th</sup> day of February 2009.



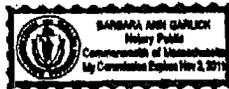
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 19<sup>th</sup> day of February 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7<sup>th</sup> day of February, 2011.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Braull, Assistant Vice President

## SWORN STATEMENT

STATE OF MICHIGAN )

)SS

COUNTY OF MACOMB )

\_\_\_\_\_  
 Angelo S. Lanni, being sworn, states the following:  
 (type in name of person signing statement)

Florence Cement Company, is the contractor/subcontractor for an improvement to the following  
 (Name of deponent)  
 real property in Oakland County, Michigan, described as follows:  
 (Insert county where work is being completed)

2010 Roadway Capital Preventative Maintenance Program - City of Novi  
 FCC Job # 10020 - Contract No. 0163-09-0043

(Insert legal description from Notice of Commencement or name and address of the Project.)

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

Name of subcontractor, supplier or laborer	Type of Improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
/ Arrow Concrete Cutting	Sawcutting	2,696.85	2,696.85	-	-		
/ Cadillac Asphalt	Asphalt	97,225.46	97,225.46	-	-		
/ Finishing Touch Photo & Video	Audio Visual	6,150.00	6,150.00	-	-		
/ Haynes Enterprises	Trucking	5,489.25	5,489.25	-	-		
/ Prairie	Concrete	27,138.15	27,138.15	-	-		
/ Shaw Contracting	Milling	3,675.00	3,675.00	-	-		
/ Michigan Joint Sealing	Joint Sealing	17,596.97	17,596.97	-	-		
/ P.K. Contracting, Inc.	Pavement Markings	8,883.53	8,883.53	-	-		
					-		
					-		
<b>ALL WAGES, FRINGES, BENEFITS, TAXES AND WITHHOLDINGS ARE PAID IN FULL.</b>							
There are no subcontractors and / or suppliers other than those listed above.							
					-		
					-		
					-		
					-		
					-		
					-		
					-		
					-		
					-		
					-		
<b>TOTALS</b>		168,855.21	168,855.21	-			

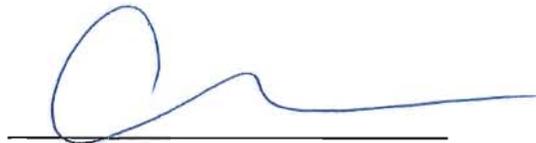
(Some columns are not applicable to all persons listed)

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

I make this statement as the contractor/subcontractor or as supplier/subcontractor of the contractor/subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act 1980, P.A. 497, MCL 570.1109.

**WARNING TO OWNER OR LESSEE:** AN OWNER OR LESSEE OF THE PROPERTY SHALL NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A.497, MCL 570.1109, 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.



Angelo S. Lanni, President

**WARNING TO DEPONENT:** A PERSON, WHO GIVES A FALSE SWORN STATEMENT WITH THE INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on this

\_\_\_\_ 14 th \_\_\_\_ day of \_\_\_\_ February \_\_\_\_ 2011.

  
\_\_\_\_\_  
Notary Public Signature

Doreen A. Lanni  
\_\_\_\_\_  
Notary Public Name

Oakland County, State of \_\_\_\_ Michigan

My commission expires 7/24/2011

Acting in the county of \_Macomb , in the state of \_Michigan

## SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Arrow Concrete Cutting	Sawcutting	\$2,696.85	\$0.00	\$2,696.85	0.0%	\$0.00
Cadillac Asphalt	Asphalt	\$97,225.46	\$0.00	\$97,225.46	0.0%	\$0.00
Finishing Touch Photo & Video	Audio Visual	\$6,150.00	\$0.00	\$6,150.00	0.0%	\$0.00
Hayes Enterprises	Trucking	\$5,489.25	\$0.00	\$5,489.25	0.0%	\$0.00
Prairie	Concrete	\$27,138.15	\$0.00	\$27,138.15	0.0%	\$0.00
Shaw Contracting	Milling	\$3,675.00	\$0.00	\$3,675.00	0.0%	\$0.00
Michigan Joint Sealing	Joint Sealing	\$17,596.97	\$0.00	\$17,596.97	0.0%	\$0.00
PK Congracting, Inc.	Pavement Parkings	\$8,883.53	\$0.00	\$8,883.53	0.0%	\$0.00
						\$0.00
<b>TOTALS</b>		<b>\$168,855.21</b>	<b>\$0.00</b>	<b>\$168,855.21</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: <u>          \$371,138.70</u>	Work Completed to Date: <u>          \$338,395.54</u>
Plus: Extras to Contract: <u>          -\$32,743.16</u>	Less: Total Retainage: <u>                  \$0.00</u>
Total: Contract plus Extras: <u>          \$338,395.54</u>	Less: Amount Previously Paid: <u>                  \$0.00</u>
Less: Credits to Contract: <u>                                  </u>	Less: Amount of this Request: <u>          \$261,032.07</u>
Total: Adjusted Contract: <u>          \$338,395.54</u>	Total Balance Due: <u>                  \$77,363.47</u>

Received:  
Feb. 8. 2011: 3:44 PM  
PAVEMENT COMP. Fax: 5869973966

Feb 8 2011 03:48pm  
Aug 26 2010 11:53  
No. 3297 P. 2



**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)  
Concrete Sawcutting

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:  
Novi Capital Maint Program 2010 - Novi, Oakland County  
FLORENCE JOB #10020 - CONTRACT #0163-09-0040

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Arrow Concrete Cutting

*Scott Geodlian*  
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 8-26-2010

NAME: SCOTT GEODLIAN

TITLE: PRESIDENT

P.O. Box 1095  
Monroe, MI 48161

TELEPHONE: (734)241-8050

FAX NO.: (734)241-8054

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY**

12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966  
PAVEMENT PROVIDERS

*"An Equal Opportunity Employer"*



CEMENT COMPANY

**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)

TO PROVIDE Asphalt Materials

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Capital Maint Program 2010 - Novi, Oakland County

FLORENCE JOB #10020 - CONTRACT #0163-09-0040

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Cadillac Asphalt Paving Co.

(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 2/14/11

NAME: Robert W. Ludson

TITLE: Division Mgr.

27575 Wixom Road

Novi, MI 48375

TELEPHONE: (248)349-8600

FAX NO.: (734)449-8488

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PAVEMENT PROVIDERS

"An Equal Opportunity Employer"



CEMENT COMPANY

**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)

TO PROVIDE Audio Visual

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

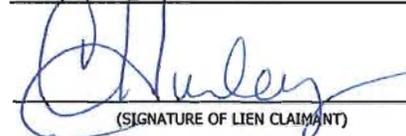
Novi Capital Maint Program 2010 - Novi, Oakland County

FLORENCE JOB #10020 - CONTRACT #0163-09-0040

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Finishing Touch Photo & Video

  
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 2/8/11

NAME: C. Hulley

TITLE: Co-owner

25095 25 Mile Road

Chesterfield, MI 48051

TELEPHONE: (586)749-3340

FAX NO.: (586)749-3340

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PAVEMENT PROVIDERS

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CEMENT COMPANY

**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)

TO PROVIDE Trucking

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Capital Maint Program 2010 - Novi, Oakland County

FLORENCE JOB #10020 - CONTRACT #0163-09-0040

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Haynes Enterprise

Herbert Haynes  
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 2-8-11

NAME: Herbert Haynes

TITLE: President

P.O. Box 760522

Lathrup Village, MI 48076

TELEPHONE: (248)866-4273

FAX NO.: (248)353-6082

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY**



CEMENT COMPANY

**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)

TO PROVIDE Concrete

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Capital Maint Program 2010 - Novi, Oakland County

FLORENCE JOB #10020 - CONTRACT #0163-09-0040

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Prairie Material

Therese Russell (Agent)  
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 2/2/11

NAME: Therese Russell

TITLE: Agent

44922 Grand River

Novi, MI 48375

TELEPHONE: (248)349-3500

FAX NO.: (248)349-3046

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
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PAVEMENT PROVIDERS

"An Equal Opportunity Employer"



**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)

TO PROVIDE Milling

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Capital Maint Program 2010 - Novi, Oakland County

FLORENCE JOB #10020 - CONTRACT #0163-09-0040

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

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Shaw Contracting Co.

(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 02/09/11

NAME: BRAD R SHAW

TITLE: SECRETARY/Treasurer

PO Box 41

Kawkawlin, MI 48631

TELEPHONE: (989)684-0014

FAX NO.: (989)667-5758

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY**



CEMENT COMPANY

### FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)

TO PROVIDE Joint Sealing

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Capital Maint Program 2010 - Novi, Oakland County

FLORENCE JOB #10020 - CONTRACT #0163-09-0040

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

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Michigan Joint Sealing, Inc.

Kimberly Sinito  
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 2/9/11

NAME: Kimberly Sinito

TITLE: P.O.A.

28830 W. 8 Mile Road, Suite 103

Farmington Hills, MI 48336

TELEPHONE: (248)476-4120

FAX NO.: (248)476-7639

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS**  
RETAIN A COPY



**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)

TO PROVIDE Pavement Markings

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Capital Maint Program 2010 - Novi, Oakland County

FLORENCE JOB #10020 - CONTRACT #0163-09-0040

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P.K. Contracting, Inc.

SIGNED ON: 2/9/2011

Nicole Gray  
(SIGNATURE OF LIEN CLAIMANT)

NAME: Nicole Gray

TITLE: Agent

1965 Barrett

Troy, MI 48084

TELEPHONE: (248)362-2130

FAX NO.: (248)362-4969

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
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CEMENT COMPANY

**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Florence Cement, Inc.  
(OTHER CONTRACTING PARTY)

TO PROVIDE Environmental Clean Up

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Capital Maint Program 2010 - Various Locations

FLORENCE JOB #10020 - CONTRACT #0163-09-0040

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

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Environmental Response Group

*Michelle Magda*  
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 3/15/11

NAME: Michelle Magda

TITLE: Controller

26705 Northline Road

Taylor, MI 48180

TELEPHONE: (734)941-4357

FAX NO.: (734)941-4333

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