



CITY of NOVI CITY COUNCIL

Agenda Item O
December 17, 2012

SUBJECT: Approval of the final pay estimate to FTL Construction, Inc. for the SAD 176 Woodham Road Water Main Extension project in the amount of \$2,109.27.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{R34} _{BTC}

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$2,109.27
AMOUNT BUDGETED	\$0
APPROPRIATION REQUIRED	\$28,150 (included in 2 nd quarter budget amendment)
LINE ITEM NUMBER	806-000.00-865.000

BACKGROUND INFORMATION:

A special assessment district was formed to finance the installation of water main in the Echo Valley Estates Subdivision in Section 29 by a petition signed by eight of the nine property owners in the proposed district. The project extended a public water main approximately 525 feet south along the east side of Woodham Road to serve nine properties as shown on the attached map.

A construction contract was awarded to FTL Construction, Inc. at the May 7, 2012 City Council meeting in the amount of \$83,480 and construction commenced in early June. The project was substantially complete on July 5, 2012. The design plans were developed by and the construction contract administered by the City's engineering consultant, Spalding DeDecker Associates (SDA).

SDA and Engineering staff reviewed and verified the final contract payment amount of \$2,109.27 that is due to the contractor, FTL Construction, Inc. (Final Pay Estimate No. 3, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Saarela's December 6, 2012 letter, attached).

There was one approved change order resulting in a net increase of \$891 to the construction contract. This change order simply balanced the contract line items to the quantities that were actually constructed. The approved change order resulted in a final contract price of \$84,371.

Of the nine properties in Special Assessment District 176, eight have connected to the public water system.

RECOMMENDED ACTION: Approval of the final pay estimate to FTL Construction, Inc. for the SAD-176 Woodham Road Water Main Extension project in the amount of \$2,109.27.

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

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

Proposed Special Assessment District

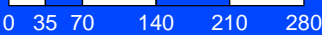
Woodham Road Water Main Extension
SAD 176



Map Author: Croy
Date: 8/29/11
Project: Potential Woodham SAD
Version #: V1.1



Feet



1 inch = 182 feet

MAP INTERPRETATION NOTICE

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



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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

December 6, 2012

Suzanne Moreno, Senior Financial Manager
CITY OF NOVI
45175 W. Ten Mile Road
Novi, MI 48375

**RE: SAD 176 Woodham Road Water Main Extension - Final Pay Estimate
FTL Construction, Inc.**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the SAD 176 Woodham Road Water Main:

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

The closing documents appear to be in order subject to approval of the Application by City Staff.

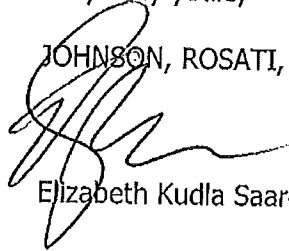
It is our understanding that FTL Construction, Inc., will provide its Full Unconditional Waiver of Lien at the time it picks up the final payment.

December 6, 2012
Page 2

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

- C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Ted Meadows, Spalding DeDecker (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)
-



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-176 - Woodham Water Main **NOVI PROJECT No.:** 11-1004 **PAYMENT No.:** FINAL
OWNER: City of Novi **ENGINEER:** Spalding DeDecker & Associates, Inc. **CONTRACTOR:** FTL Construction, Inc.
 26300 Lee BeGole Drive 905 South Boulevard East 38276 Abruzzi Drive
 Novi, Michigan 48375 Rochester Hills, Michigan 48307 Westland, Michigan 48185

CONTRACT AMOUNT **FINAL COMPLETION DATE** **DATES OF ESTIMATE**
ORIGINAL: \$ 83,480.00 **ORIGINAL:** July 5, 2012 **FROM:** September 16, 2012
REVISED: \$ 84,371.00 **REVISED:** **TO:** December 4, 2012

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	8	\$ 615.00	\$ 4,920.00	8	\$ 615.00	\$ 4,920.00				22.5	\$ 13,837.50	281%
1	Bonds, Insurance and Initial Set-up	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00				1	\$ 2,500.00	100%
2	Audio/Visual DVD Coverage	LS	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	\$ 1,200.00				1	\$ 1,200.00	100%
3	8" DI CI54 Water Main	LF	520	\$ 66.70	\$ 34,684.00	530	\$ 66.70	\$ 35,351.00				530	\$ 35,351.00	100%
4	Connect Prop. 8" to Ex. 8" WM	LS	1	\$ 1,390.00	\$ 1,390.00	1	\$ 1,390.00	\$ 1,390.00				1	\$ 1,390.00	100%
5	8" Gate Valve and Well	EA	1	\$ 2,820.00	\$ 2,820.00	1	\$ 2,820.00	\$ 2,820.00				1	\$ 2,820.00	100%
6	Standard Hydrant Assembly	EA	2	\$ 3,614.00	\$ 7,228.00	2	\$ 3,614.00	\$ 7,228.00				2	\$ 7,228.00	100%
7	Remove Hydrant Assembly	EA	1	\$ 195.00	\$ 195.00	1	\$ 195.00	\$ 195.00				1	\$ 195.00	100%
8	Tunnel 8" WM (STA 3+61 to 4+31)	LF	70	\$ 104.00	\$ 7,280.00	70	\$ 104.00	\$ 7,280.00				70	\$ 7,280.00	100%
9	Tunnel 8" WM (STA 5+06 to 5+52)	LF	40	\$ 104.00	\$ 4,160.00	40	\$ 104.00	\$ 4,160.00				40	\$ 4,160.00	100%
10	Special Backfill (MDOT Class II)	LF	105	\$ 12.60	\$ 1,323.00	105	\$ 12.60	\$ 1,323.00				105	\$ 1,323.00	100%
11	1" Type K Service w/ Box - LONG	EA	5	\$ 1,038.00	\$ 5,190.00	5	\$ 1,038.00	\$ 5,190.00				5	\$ 5,190.00	100%
12	1" Type K Service w/ Box - SHORT	EA	4	\$ 504.00	\$ 2,016.00	4	\$ 504.00	\$ 2,016.00				4	\$ 2,016.00	100%
13	Remove CSP Culvert and End Sections	LF	103	\$ 2.00	\$ 206.00	103	\$ 2.00	\$ 206.00				103	\$ 206.00	100%
14	Furnishing Culvert, 12" CSP	LF	125	\$ 14.00	\$ 1,750.00	125	\$ 14.00	\$ 1,750.00				125	\$ 1,750.00	100%
15	Furnishing End Sections, 12" CSP	EA	8	\$ 81.00	\$ 648.00	8	\$ 81.00	\$ 648.00				8	\$ 648.00	100%
16	Sawcut, Remove and Replace Drives	SY	110	\$ 32.00	\$ 3,520.00	117	\$ 32.00	\$ 3,744.00				117	\$ 3,744.00	100%
17	Class "A" Sodding	SY	1100	\$ 6.70	\$ 7,370.00	1100	\$ 6.70	\$ 7,370.00				1100	\$ 7,370.00	100%

TOTAL THIS SHEET \$ 83,480.00 \$ 84,371.00 \$ - \$ 84,371.00 100%



CITY OF NOVI

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-176 - Woodham Water Main

NOVI PROJECT No.: 11-1004

PAYMENT No.: FINAL

Original Contract Amount: \$ 83,480.00
 Change Orders: \$ 891.00
 Adjusted Contract Amount to Date: \$ 84,371.00
 Total Cost of Work Performed to Date: \$ 84,371.00
 MINUS Retainage: \$ -
 MINUS Inspection "Crew Days":
 To Date 0% \$ -
 This Pay 22.50 \$ 8,917.50
 0.00 \$ -
 Net Amt. Earned of Contract and Extra Work to Date: \$ 75,453.50
 MINUS L.D.'s: # of days over = \$ -
 \$ amount/day = \$ -
 Subtotal: \$ 75,453.50
 MINUS Amount of Previous Payments: \$ 73,344.23
 1 \$ 62,635.68
 2 \$ 10,708.55
 3 \$ -
 4 \$ -
 5 \$ -
 6 \$ -
 7 \$ -
 8 \$ -
 9 \$ -
 10 \$ -
BALANCE DUE THIS PAYMENT: \$ 2,109.27

CHANGE ORDERS

No.	Date	Amount
1	September 18, 2012	\$ 891.00
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -

TOTAL: \$ 891.00

Inspection "Crew Days" Allowed per Contract:	8.00
Additional "Crew Days" per Change Orders:	0.00
Inspection "Crew Days" Used to Date:	22.50
Inspection "Crew Days" Remaining:	-14.50



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-176 - Woodham Water Main

NOVI PROJECT No.: 11-1004

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: 12/6/12

FTL Construction, Inc.
Contractor Company

Date: 12-6-12

Contractor Authorized Signature

By: Lisa Tullio
Print Name

By: Brian Coburn, PE., Engineering Manager

Dated: 12/6/12

Spalding DeDecker & Associates, Inc.
Consultant Firm

Date: 12/5/12

Consultant Authorized Signature

By: Ted Meadows
Print Name

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

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: PB02452300167

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City Of Novi
45175 West Ten Mile Road
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: 5/11/2012

PROJECT:

(Name and Address)

Special Assessment District 176
Woodham Road Water Main Extension

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)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

, SURETY COMPANY,

on bond of

(here insert name and address of Contractor)

FTL CONSTRUCTION, INC.
42010 Koppemick, Suite 120
Canton, MI 48187

, 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)

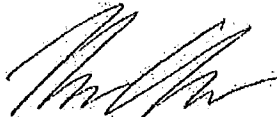
City Of Novi
45175 West Ten Mile Road
Novi, MI 48375

, OWNER,

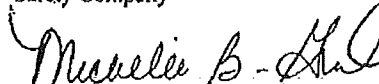
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this November 19, 2012

Attest:
Seal



Philadelphia Indemnity Insurance Company
Surety Company



Signature of Authorized Representative
Michelle B. Graham, Attorney-in-Fact



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Liberty Mutual Group

1236

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: William J. McNish, Suzanne M. Mocer, Michelle B. Graham, Lois C. Brink of the McNish Group, Inc.,

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$3,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in fact and authorize the Attorney(s) in fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 18TH DAY OF JULY, 2011.



Christopher J. Maguire

President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kelsieck, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2012
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

I, Craig P. Koller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011 are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of NOVEMBER 2012

[Signature]
Craig P. Koller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SWORN STATEMENT

State of Michigan)
 County of Wayne)

Lisa Tullio being duly sworn, deposes and says:
 That he/she makes this Sworn Statement on behalf of **FTL CONSTRUCTION**
 Who is the contractor for an improvement to the following described real property situated in
Novi, Michigan and described as follows: **SAD 176 Woodham Road Water Main Extension**


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) has (subcontracted) for performance under the contract with the owner or lessee of the property, and the amounts due to the persons as of the date of this statement are fully set forth opposite their names, as follows:

Name of supplier/subcontractor	Type of service	Total contract price	Amount previously paid	Amount currently owing
EJW	DI pipe & fitting	\$30,312.96	\$30,312.96	\$0.00
CALO & Sons Trucking	Trucking	\$2,460.33	\$2,460.33	\$0.00
Kilgour & Company	Tunnelling	\$9,850.00	\$9,850.00	\$0.00
Tranquillity Springs	Sod restoration	\$6,050.00	\$0.00	\$6,050.00
Al's Asphalt Paving Co.	Asphalt Restoration	\$2,500.00	\$0.00	\$2,500.00
ALL LABOR, FRINGES, PAYROLL TAXES PAID IN FULL				
Attach additional sheets if necessary				

That the contractor has not procured material from or subcontracted with, any for any improvements, materials or labor except that which is set forth above.

Deponent further says that he or she makes the foregoing statement as the (sub)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 above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570. 109 of the Michigan Compiled Laws.

WARNING TO 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 OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

By:  9-5-12
 Signature Date
LISA Tullio President
 Print Name Title

Subscribed and sworn to before me this 5th
 day of September, 2012
Christine A. Lineian
 Notary Public
Wayne County, Michigan
 My commission expires: MARCH 3, 2015

FULL UNCONDITIONAL WAIVER

My/our contract with F.T.L. Construction Inc.
(other contracting party)

to provide Material

for the improvement of the property described as:

City of Novi
Woodham W/M Extension

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

ECS USA, INC.
BY: Darrel Van Loo / Credit Analyst
(signature of lien claimant)

Address: P.O. Box 141873
Pittsburgh, PA 15204-4873

Telephone: _____

Signed on: 9/20/12
(Date)

Darrel Van Loo / Credit Analyst

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

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

FULL UNCONDITIONAL WAIVER

My/our contract with FJL Construction Inc:
(other contracting party)

to provide Trucking & Agg.

for the improvement of the property described as:

City of Novi
woodham w/m extension

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

Calo & Sons Construction

BY: [Signature] Trena Calo
(signature of lien claimant) Vice President

Address: P.O. Box 30563

Liverly, MD 48153

Telephone: 248-468-7000

Signed on: 9/20/12
(date)

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

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

FULL UNCONDITIONAL WAIVER

My/our contract with FTL Construction, Inc.
(other contracting party)

to provide Grading & Tunneling

for the improvement of the property described as:

City of Novi
Woodham w/m Extension

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

Kilgour & Co.
BY: [Signature]
(signature of lien claimant)

Address: 7000 Robinsonville Rd
Belleville, MI 48111

Telephone: _____

Signed on: 9/4/12
(date)

JON R KILGOUR
President

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

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

FULL UNCONDITIONAL WAIVER

My/our contract with FTL Construction Inc.
(other contracting party)

to provide Labor & material

for the improvement of the property described as:

City of Novi
Woodham w/m Extension

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

Tranquility Springs
LISA APONE
BY: [Signature] OWNER
(signature of lien claimant)

Address: 6034 Hunters Ridge

Washington Twp., MD 48094

Telephone: (566) 677-2890

Signed on: 10/08/2012
(date)

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

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

FULL UNCONDITIONAL WAIVER

My/our contract with FTL Construction Inc.
(other contracting party)
to provide Asphalt

for the improvement of the property described as:
City of Novi
Woodham w/m Repl.

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

AI'S Asphalt Paving Co. Inc.
BY: Linda Hebestreit LINDA HEBESTREIT
ACCOUNTS PAYABLE
(signature of lien claimant)
Address: 25000 Brest
Taylor, MI 48180-4065
Telephone: 734-946-1880

Signed on: 9-27-12
(date)

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

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

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number PB02452300167 effective May 11, 2012 issued by Philadelphia Indemnity Insurance Company on behalf of FTL Construction, Inc. as Principal and In favor of City of Novi as Obligee:

Now, therefore, It is agreed that:

The bond amount has increased from Eighty-three Thousand Four Hundred Eighty & 00/100-----(\$83,480.00 to Eighty-four Thousand Three Hundred Seventy-one & 00/100-----(\$84,371.00)

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

~~This rider is to be effective the 19th day of November, 2012.~~


Signed and Sealed this 19th day of November, 2012.

FTL Construction, Inc.

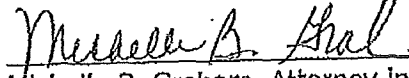
Philadelphia Indemnity Insurance Company

(Principal)

(Surety)



Lisa Tullio - President



Michelle B. Graham, Attorney-in-fact

Accepted By:

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: William J. McNish, Suzanne M. Mocerl, Michelle B. Graham, Lois C. Brink of the McNish Group, Inc.,

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$3,000,000.00.

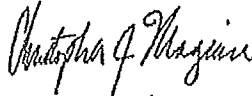
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 18TH DAY OF JULY, 2011.



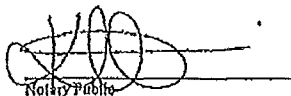


President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kossitski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2012
Member, Pennsylvania Association of Notaries


Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011 are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of NOVEMBER 2012.


Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY