

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item F
July 19, 2010

SUBJECT: Approval of the Final Payment and Balancing Change Order to Hard Rock Concrete, Inc., for the 2009 Neighborhood Road Program, in the amount of \$44,091.69.

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

CITY MANAGER APPROVAL: *BR*

| | |
|-----------------------------|---------------------------|
| EXPENDITURE REQUIRED | \$44,091.69 |
| AMOUNT BUDGETED | \$1,100,000 |
| LINE ITEM NUMBER | 203-203.00-865.419 |

BACKGROUND INFORMATION:

The City's consulting engineer for this project, Anderson, Eckstein & Westrick, Inc. (AEW), administered the construction contract for the 2009 Neighborhood Road Program project. AEW has submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Hard Rock Concrete, Inc., of Westland, MI. (Final Pay Estimate No. 5, attached).

The road reconstruction work performed by the contractor was completed in substantial compliance with the plans and specifications, and final payment in the amount of \$44,091.69 is appropriate. The City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's July 9, 2010 letter, attached).

The original contract was approved at the June 15, 2009 City Council meeting in the amount of \$984,262.41. There were four (4) change orders associated with the project resulting in a net increase of \$93,052.15 to the contract. The first change order was for a net increase of \$173,847.75 to remove Serenity Drive and Vista Lane from the Patching Program and add those street segments to the Reconstruction Program. This also involved a change in quantities for the remaining Patching Program items. The second change order was for a net increase of \$5,018.54 in the contract price for additional work items including: furnish and install new catch basin frames and covers; remove and replace concrete curb and gutter; and placement of additional aggregate base. The third change order resulted in a net decrease of \$95,112.72 to change and balance all authorized quantities for work items to reflect final quantities placed. Lastly, the fourth change order resulted in a net increase of \$9,298.56 to the contract to balance additional work items and "crew days" associated with the extra work from Change Order #1, above. The total work performed, including approved change orders, results in a final contract price of \$1,077,374.56. The final payment includes a reduction of \$7,280 for crew days exceeding the quantity in the construction contract and will offset inspection costs by AEW for this project (as described in a separate item to be considered on this agenda).

RECOMMENDED ACTION: Approval of the Final Payment and Balancing Change Order to Hard Rock Concrete, Inc., for the 2009 Neighborhood Road Program, in the amount of \$44,091.69.

| | 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 | | | | |

July 9, 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
emkudla@secretwardle.com

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

Re: **2009 Neighborhood Road Program**
Hard Rock Concrete, Inc. – Closing Documents
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the 2009 Neighborhood Road Program Project:

- Change Order No. 4 and Final Pay Estimate No. 5
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Amended Maintenance and Guarantee Bond

Change Order No. 4 and Final Pay Estimate have been approved by the City's Engineering Division 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,

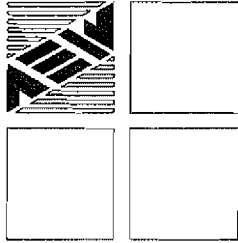

ELIZABETH M. KUDLA

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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ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

June 30, 2010

Aaron Staup
Construction Coordinator
City of Novi – Engineering Division
26300 Delwal Drive
Novi, Michigan 49375

Reference: 2009 Neighborhood Roads Program
City of Novi
AEW No. 0822-0016

Dear Mr. Staup:

Enclosed please find three copies each of Estimate No. 5 (Final) and Change Order No. 4 (Final Balancing), as well as a Contractor's Sworn Statement, a Consent of Surety, and waiver of lien for the above referenced project.

Project summary is as follows:

| | |
|---|------------------------|
| Original Contract Amount | \$984,262.41 |
| Change Order #1 | + \$173,847.75 |
| Change Order #2 | + \$5,018.54 |
| Change Order #3 (balancing - decrease) | - \$95,112.72 |
| Change Order #4 (final balancing) | + \$9,298.56 |
| Final Contract Amount: | \$1,077,314.54 |
| Estimate #1 | \$183,318.07 |
| Estimate #2 | \$395,951.88 |
| Estimate #3 | \$380,489.53 |
| Estimate #4 | \$21,523.39 |
| Estimate #5 (Current estimate, final) | \$44,091.69 |
| | <u>\$1,025,374.56</u> |
| Crew Days (Shown as "current adjustments"; 92.75 total) | \$51,940.00 |
| | <u>\$1,077,314.56*</u> |

*\$0.02 discrepancy due to rounding on Change Order #3.



June 30, 2010
Page 2

The 92.75 crew days on the project include 45 crew days originally bid and 22 crew days included in Change Order #1. Change order #4 granted 12.75 additional crew days to Hard Rock for additional patching areas added to the project beyond that originally scoped. Thirteen (13) crew days were charged to Hard Rock for progress/insufficient crew days bid.

We recommend issuing final payment for the ***Net Earnings this Period*** (See Page 2) in the amount of **\$44,091.69** to Hard Rock Concrete, Inc., 38146 Abruzzi Drive, Westland, Michigan 48185.

Please sign all copies of Change Order No. 4 and return one copy of each to our office and Hard Rock Concrete, Inc.

Please contact our office if you have any questions.

Sincerely,


Nancy E. Shirkey, PE

cc: Brian Coburn, PE Novi Senior Civil Engineer
Hard Rock Concrete, Inc.

O:\0822\0822-0016\Letters\Est#4.Final.Novi.docx



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

6/23/2010 2:35 PM

FieldManager 4.5a

Contract: .0822-0016, 2009 Neighborhood Road Program

| | | | | |
|---|-----------------------------------|--|---|-------------------------------|
| Estimate No. 5 | Estimate Date 6/23/2010 | Entered By Carrie L Freeland | Estimate Type Final | Managing Office AEW |
| All Contract Work Completed 6/22/2010 | | Construction Started Date | Prime Contractor Hard Rock Concrete Inc. 38146 Abruzzi Drive | |
| Comments | | | | |

Item Usage Summary

Project: 0822-0016 Rec, 2009 Neighborhood Road Program consisting of the reconstruct

Category: 0000,

| Item Description | Unit | Item Code | Prop. Ln. | Project Line No. | Item Type | Mod. No. | Quantity | Item Price | Dollar Amount |
|--|------|-----------|-----------|------------------|-----------|----------|----------|------------|---------------|
| _ Aggregate Base, Modified | Cyd | 2087021 | 0380 | 0235 | SA | 002 | 66.200 | 30.38 | \$2,011.16 |
| _ Observation of Material and Work to be Performed (Crew Days) | Wday | 8507042 | 0150 | 0150 | 00 | 000 | 12.750 | 560.00 | \$7,140.00 |
| _ Topsoil Surface, Furnish, 3 inch and Sodding | Syd | 8167011 | 0135 | 0135 | 00 | 000 | 73.700 | 2.00 | \$147.40 |

Subtotal for Category 0000: \$9,298.56

Subtotal for Project 0822-0016 Rec: \$9,298.56

Total Estimated Item Payment: \$9,298.56

Time Charges

| Site | Site Description | Site Method | Days Charged | Liq. Damages |
|----------------------------------|---------------------------------|-----------------|--------------|--------------|
| 00 | SITE NUMBERS SHOULD BE CODED 00 | Completion Date | | \$0 |
| Total Liquidated Damages: | | | | \$0 |

Pre-Voucher Summary

| Project | Voucher No. | Item Payment | Stockpile Adjustment | Dollar Amount |
|---|-------------|--------------|----------------------|-------------------|
| 0822-0016 Pat, 2009 Neighborhood Road Program consisting of patching of Se | 0005 | \$0.00 | \$0.00 | \$0.00 |
| 0822-0016 Rec, 2009 Neighborhood Road Program consisting of the reconstruct | 0005 | \$9,298.56 | \$0.00 | \$9,298.56 |
| Voucher Total: | | | | \$9,298.56 |




Construction Pay Estimate Report

Summary

| | | | |
|---------------------------------|--------------------|----------------------------------|-----------------------|
| Current Voucher Total: | \$9,298.56 | Earnings to date: | \$1,077,314.56 |
| -Current Retainage: | (\$49,213.13) | - Retainage to date: | \$0.00 |
| -Current Liquidated Damages: | \$0.00 | - Liquidated Damages to date: | \$0.00 |
| -Current Adjustments: | \$14,420.00 | - Adjustments to date: | \$51,940.00 |
| Total Estimated Payment: | \$44,091.69 | Net Earnings to date: | \$1,025,374.56 |
| | | - Payments to date: | \$981,282.87 |
| | | Net Earnings this period: | \$44,091.69 |

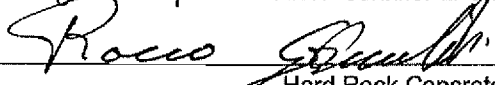
Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of June 22, 2010.




 AEW Jennifer L. Chehab

 (Date) 6/30/2010



 Hard Rock Concrete Inc.

 (Date)



 7/1/10



Contract Modification

Anderson, Eckstein and Westrick, Inc.

6/23/2010 2:30 PM

FieldManager 4.5a

Contract: .0822-0016, 2009 Neighborhood Road Program

| | | | | | |
|---|------------------------|-------------------------------------|--------------------------------------|---------------------------------|--|
| Cont. Mod. Number 4 | Revision Number | Cont. Mod. Date 6/23/2010 | Electronic File Created No | Net Change \$9,298.56 | Awarded Contract Amount \$984,262.41 |
| Route | | Managing Office AEW | | | District 07728 |
| Contract Location 2009 Neighborhood Roads Program | | | | | |

Short Description

Balancing quantities rectified June 22, 2010.

Description of Changes

The Contract is modified to change authorized quantities for completed items to final quantities placed.

Increases / Decreases

| Item Description | Item Code | Prop. Line | Proj. Line | Project | Catg. | Item Type | Quantity Change | Unit | Unit Price | Dollar Value |
|--|-----------|------------|------------|---------------|-------|-----------|-----------------|------|------------|--------------|
| _ Topsoil Surface, Furnish, 3 Inch and Sodding | 8167011 | 0135 | 0135 | 0822-0016 Rec | 0000 | Original | 73.700 | Syd | 2.00000 | \$147.40 |
| _ Observation of Material and Work to be Performed (Crew Days) | 8507042 | 0150 | 0150 | 0822-0016 Rec | 0000 | Original | 12.750 | Wday | 560.00000 | \$7,140.00 |
| _ Aggregate Base, Modified | 2087021 | 0380 | 0235 | 0822-0016 Rec | 0000 | Extra | 66.200 | Cyd | 30.38000 | \$2,011.16 |

Total Dollar Value: \$9,298.56

Project / Category Summary

| Project/Catg | Project/Category Description | Federal Number | Project Status | Finance System | Control Section | Dollar Value |
|---------------|--|----------------|------------------------|----------------|-----------------|-------------------|
| 1822-0016 Re | 2009 Neighborhood Road Program consisting of the reconstruct | | Exempt Federal Project | STUL | | |
| 0000 | | | | | | \$9,298.56 |
| Total: | | | | | | \$9,298.56 |

Total Net Change Amount: \$9,298.56



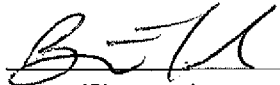
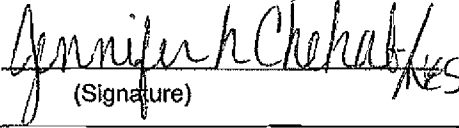
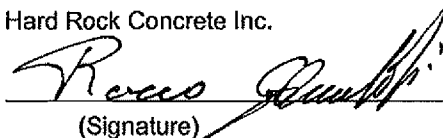
Contract Modification

Anderson, Eckstein and Westrick, Inc.

6/23/2010 2:30 PM

FieldManager 4.5a

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

| | |
|--|--|
| CITY OF NOVI  (Signature) 7/1/10 (Date) | AEW Jennifer L. Chehab  (Signature) 6/30/2010 (Date) |
| Hard Rock Concrete Inc.  (Signature) _____ (Date) | |



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF Wayne

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

VICE PRESIDENT of the HARD ROCK Concrete, Inc.
(Title) (Firm Name)

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

2009 Neighborhood Roads Program
(Description of Improvement)

located at: NOVI, MI 48375

The total amount of the contract is \$1,077,314.54 of which I have received payment of \$481,282.87 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 2nd day of July, 20 10

Name: HARD ROCK Concrete, Inc.
(individual/corporation/partnership)

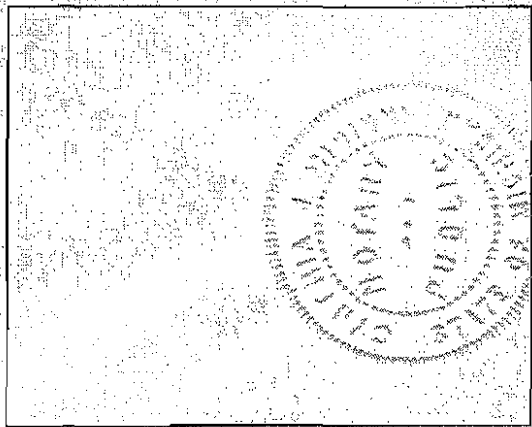
By: Rocco GRIMALDI, V.P. Attest: Joni [Signature]
(Title) (Title)

Rocco Grimaldi x Concrete Finisher
Subscribed and sworn to before me this 2nd day of July, 20 10

Notary Public: Cynthia J. Mininni

CYNTHIA J MININNI
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-06-2013
Acting in the county of Wayne

NOTARY SEAL



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 |
|-----------------------------|------------------------------------|---------------------|--------------------------------|---------------------------|--------------------------------|---------------|
| MCCOIG MATERIALS | CEMENT/CONCR ETE | \$376,504.06 | \$376,504.06 | \$0.00 | 0.0% | \$0.00 |
| PELTZ SODDING INC. | SOD | \$562.45 | \$562.45 | \$0.00 | 0.0% | \$0.00 |
| EAST JORDAN IRON WORKS | FRAMES &/or GRATES | \$3,009.62 | \$3,009.62 | \$0.00 | 0.0% | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| TOTALS | | \$380,076.13 | \$380,076.13 | \$0.00 | | \$0.00 |

RECAPITULATION

Amount of Original Contract: \$984,262.41
 Plus: Extras to Contract: \$93,052.13
 Total: Contract plus Extras: \$1,077,314.54
 Less: Credits to Contract: \$51,940.00
 Total: Adjusted Contract: \$1,025,374.54

Work Completed to Date: \$1,025,374.54
 Less: Total Retainage: \$0.00
 Less: Amount Previously Paid: \$981,282.87
 Less: Amount of this Request: \$44,091.69
 Total Balance Due: -\$1,025,374.56

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

Owner _____
Architect _____
Contractor _____
Surety _____
Other _____ **10059743**

PROJECT: 2009 Neighborhood Road Program
(name, address)

TO: (Owner)
City of Novi
45175 West 10 Mile Rd
Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Contract Bond
CONTRACT DATE:

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

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
The Guarantee Company of North America USA
25800 Northwestern Hwy, Suite 720
Southfield, Michigan 48075

, SURETY COMPANY

on bond of (here insert name and address of Contractor)
Hard Rock Concrete, Inc.
38146 Abruzzi Drive
Westland, Michigan 48185

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Novi
45175 West 10 Mile Rd
Novi, Michigan 48375-3024

, OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this: **28th** day of **June,** **2010**

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

Signature of Authorized Representative

Attest:
(Seal):



Susan L. Belloli - Attorney-In-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

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

**T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon,
Terence J. Griffin
Griffin, Smalley & Wilkerson, Inc.**

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

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

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

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of April, 2006.

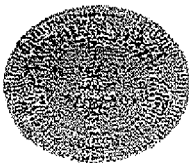


THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen Dullard, Vice President

STATE OF MICHIGAN
County of Oakland

On this 21st day of April, 2006 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 herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

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

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

IN WITNESS WHEREOF, I have therunto set my hand and attached the seal of said Company this 22 day of June 20 10



Randall Musselman, Secretary

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hard Rock Concrete Inc
hereinafter called the "Principal", and The Guarantee Company of North America USA

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of One Million Seventy Seven
Thousand Three Hundred Fourteen and 54/100 Dollars (\$1,077,314.54)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____
day of _____, for the construction of

2009 Neighborhood Road Program

AND WHEREAS, this Contract was awarded upon the express condition that the
Principal would furnish a ____ () year Maintenance Bond from the date of formal acceptance by the
City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the
construction installation, and completion of said project to be of good quality and constructed and
completed in a workmanlike manner in accordance with the standards, specifications and requirements of
the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal
shall replace such defective material and shall repair all defects due to defective workmanship and/or
materials that shall occur on or before one (1) year(s) of final acceptance by OWNER through
resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force,
effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by
repair or replacement as directed by the OWNER within the time required, which shall not be less than
seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the
performance of the corrections, with all costs and expenses in doing so, including an administrative fee
equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or
Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER
immediately and without advance notice to the Principal and Surety, with the cost and expense of the
repair, plus the administrative fee, to be charged to and received from the Principal and Surety. *u*



CITY OF NOVI
Rev 4/4/08

May 21, 2009

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 6 day of July, 2010.

In the Presence of:

WITNESS

[Signature]

[Signature]

10059743

Bond No.

Hard Rock Concrete Inc
(fill-in name of construction CONTRACTOR)

[Signature]

Principal

ROCCO GRIMALDI, V.P.

Title
The Guarantee Company of North
America USA

Surety

[Signature]

Title Susan L. Belloli
Attorney-in-Fact

2500 Northwestern Hwy, Suite 720

Address of Surety

Southfield, MI 48075

City

Zip Code





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

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

**T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon,
Terence J. Griffin
Griffin, Smalley & Wilkerson, Inc.**

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

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

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

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of April, 2006.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

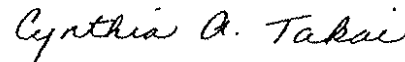

Stephen Dullard, Vice President

On this 21st day of April, 2006 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 herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

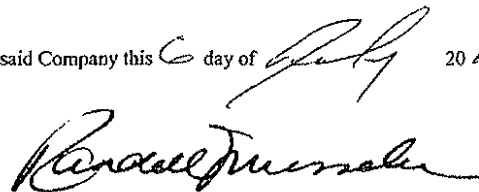
IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



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

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6 day of July 20 10





Randall Musselman, Secretary

Hardrock Concrete, Inc.
 38146 Abruzzi Dr.
 Westland, MI 48185
 Phone # (734) 641-3333
 Fax # (734) 641-7270
 E-mail: hrcguys@att.net



Over 40 Years of Experience

Invoice

| Date | Invoice # |
|-----------|-------------|
| 6/25/2010 | 74-05 FINAL |

| |
|--|
| Bill To |
| CITY OF NOVI 2009 NEIGHBORHOOD ROADS PROGRAM 45175 W. 10 MILE RD NOVI, MI 48375 |

| P.O. # | Project Name |
|------------|--------------|
| .0822-0016 | 2009 NRP |

| Quantity | Description | Rate | Amount |
|----------|---|--------------|--------------------|
| | CITY OF NOVI - 2009 NEIGHBORHOOD ROADS PROGRAM CONTRACT# .0822-0016 **** FINAL PAYMENT **** | | |
| 1 | BALANCE OF RETAINAGE WITHHELD | 49,213.13 | 49,213.13 |
| 1 | AGGREGATE AND TOPSOIL USED THROUGH 6/25/10 | 2,158.56 | 2,158.56 |
| 1 | BALANCE OF 13 ADDITIONAL CREW DAYS USED | -7,280.00 | -7,280.00 |
| | | Total | \$44,091.69 |

FULL UNCONDITIONAL WAIVER

My/our contract with HARD ROCK CONCRETE, INC. to provide
CONCRETE for the improvement of the property described as
NOVI 2009 NEIGHBORHOOD ROADS PROGRAM

BOND# 10059743 having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

McCoig MATERIAS

(Printed Name of Lien Claimant)

John A. Ferman

(Signature of lien claimant)

Signed on: 6/28/10

Address: 40500 Ann Arbor Rd.

Plymouth Mi 48170

Telephone: (734) 414-0447

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

FULL UNCONDITIONAL WAIVER

My/our contract with Hardrock Concrete to provide
(other contracting party)
Sod for the improvement of the property described as

43515 Scenic lane
Amount of \$502.45 having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such 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 or 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.

Gail L. Harris Pettz Sodding Inc
(Printed Name of Lien Claimant)
[Signature]
(Signature of lien claimant)

Signed on: 7-2-10

Address: 34111 Schoolcraft
Livonia MI 48150

Telephone: 734-422-1107

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

FULL UNCONDITIONAL WAIVER

My/our contract with HARD ROCK CONCRETE, INC. to provide

FRAMES &/OR GRATES for the improvement of the property described as

NOVI 2009 NEIGHBORHOOD ROADS PROGRAM

NOVI, MI 48375 having been

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

East Jordan Iron Works / Julie Zook - Asst. Credit Mgr.

(Printed Name of Lien Claimant)

Julie Zook
(Signature of Lien Claimant)
Assistant Credit Mgr.

Signed on: 07/02/2010

Address: 13000 NORTHEND AVE

OAK PARK, MI 48237

Telephone: (800) 874-4100

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