



**CITY of NOVI CITY COUNCIL**

**Agenda Item O  
August 23, 2010**

**SUBJECT:** Approval of the Final Payment to Matzak, Inc. for the West Oaks Regional Detention Basin Improvements project, in the amount of \$4,993.53.

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

**CITY MANAGER APPROVAL:** 

|                             |                           |
|-----------------------------|---------------------------|
| <b>EXPENDITURE REQUIRED</b> | <b>\$4,993.53</b>         |
| <b>AMOUNT BUDGETED</b>      | <b>\$154,500</b>          |
| <b>LINE ITEM NUMBER</b>     | <b>210-211.00-865.133</b> |

**BACKGROUND INFORMATION:**

The City's consulting engineer for this project, Spalding DeDecker & Associates, Inc. (SDA), administered the construction contract for the West Oaks Regional Detention Basin Improvements project. SDA has submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Matzak, Inc. of Ray Township, MI. (Final Pay Estimate No. 3, attached).

The basin improvement work performed by the contractor was completed in substantial compliance with the plans and specifications, and final payment in the amount of \$4,993.53 is appropriate. The City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's August 12, 2010 letter, attached).

The original contract was approved at the June 15, 2009 City Council meeting in the amount of \$99,870.50. There was one (1) change order associated with the project resulting in a net decrease of \$1,085.10 to the contract. This change order resulted from balancing all authorized quantities for work items to reflect final quantities placed. The total work performed, including the approved change order, results in a final contract price of \$98,785.40.

**RECOMMENDED ACTION:** Approval of the Final Payment to Matzak, Inc. for the West Oaks Regional Detention Basin Improvements project, in the amount of \$4,993.53.

|                         | 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   |   |   |   |   |

August 12, 2010

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

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

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

Re: **West Oaks Regional Detention Basin Improvement Project**  
**Matzak, Inc. – Closing Documents**  
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the West Oaks Regional Detention Basin Improvement Project:

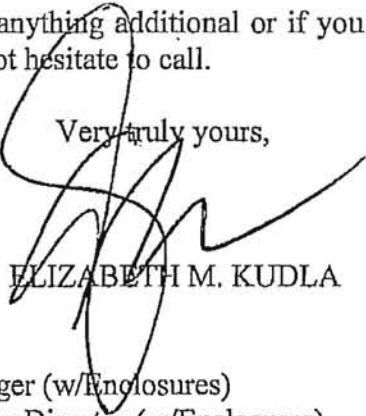
- Final Pay Estimate and Engineer's Certificate No. 3
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond

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

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

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

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

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

(Instructions on reverse side)

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

Bond Number: 0066295

TO (OWNER)  
(Name and address)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

**CITY OF NOVI**  
45175 WEST TEN MILE ROAD  
NOVI, MI 48375

CONTRACT DATE: 11

PROJECT:  
(Name and address)

**WEST OAKS REGIONAL DETENTION BASIN IMPROVEMENTS**

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)

**WESTFIELD INSURANCE COMPANY**  
ONE PARK CIRCLE P. O. BOX 5001  
WESTFIELD CENTER, OH 44281-5001

, SURETY,

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

**MATZAK, INC**  
59187 NORTH AVENUE  
RAY TOWNSHIP, MI 48099

, 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 23rd day of June, 2010,  
(Insert in writing the month following by the numeric date and year)

**WESTFIELD INSURANCE COMPANY**  
Surety Company

Attest:  
Seal



  
Signature of Authorized Representative  
**Donald W. Burden**, Title, Attorney-In-Fact

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 2141882 09

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

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**GUS E. ZERVOS, ANGELO G. ZERVOS, DONALD W. BURDEN, STEPHEN M. ZERVOS, JAMES R. GARGARO, JOINTLY OR SEVERALLY**

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 27th day of OCTOBER A.D., 2009.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio  
County of Medina ss.:

On this 27th day of OCTOBER A.D., 2009, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



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

State of Ohio  
County of Medina ss.:

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


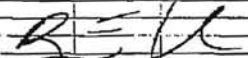
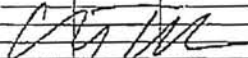
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of June A.D., 2010.



*Frank A. Carrino*  
Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

| CITY OF NOVI   |  |           |      |                     |                  |                   |              |   |                    |  |                 |  |
|--|--|-----------|------|---------------------|------------------|-------------------|--------------|---|--------------------|--|-----------------|--|
| WEST OAKS REGIONAL DETENTION BASIN IMPROVEMENTS  |  |           |      |                     |                  |                   |              |   |                    |  |                 |  |
| S&A Job No. : NV09-002   |  |           |      |                     |                  |                   |              |   |                    |  |                 |  |
| ENGINEER'S PAYMENT CERTIFICATE No. 3 - FINAL<br>OF WORK PERFORMED THROUGH OCTOBER 31, 2009 |  |           |      |                     |                  |                   |              | CONTRACTOR:                             |                    |  |                 |  |
| Original Contract Amount: \$99,870.50  |  |           |      |                     |                  |                   |              | - Adjusted Contract Amount: \$88,785.40 |                    | Mutzak Inc.                            |                 |  |
| Original Completion Date: November 12, 2009  |  |           |      |                     |                  |                   |              | - Adjusted Completion Date: N/A         |                    | 58187 North Ave. Phone: (588) 748-6800 |                 |  |
|  |  |           |      |                     |                  |                   |              |   |                    | Ray Twp, MI 48069 Fax: (588) 748-5821  |                 |  |
| ITEM No.   | DESCRIPTION                                  | CONT. QTY | UNIT | PREVIOUS QTY EARNED | QTY. THIS PERIOD | TOTAL QTY TO DATE | UNIT PRICE   | PREVIOUS AMT. EARNED                    | EARNED THIS PERIOD | TOTAL EARNED AMT. TO DATE              | CONTRACT AMOUNT |  |
| <b>Section 1 - General</b>   |  |           |      |                     |                  |                   |              |   |                    |  |                 |  |
| 1  | Bonds, Insurance and Initial Set Up (max 3%) | 1         | LS   | 1                   |                  | 1                 | \$ 2,875.00  | \$ 2,875.00                             | \$ -               | \$ 2,875.00                            | \$ 2,875.00     |  |
| 2  | Audio / Visual DVD Coverage                  | 1         | LS   | 1                   |                  | 1                 | \$ 1,910.00  | \$ 1,910.00                             | \$ -               | \$ 1,910.00                            | \$ 1,910.00     |  |
| 3  | Furnishing 24" Concrete End Section          | 1         | EA   | 1                   |                  | 1                 | \$ 1,380.00  | \$ 1,380.00                             | \$ -               | \$ 1,380.00                            | \$ 1,380.00     |  |
| 4  | Seeding and Mulching                         | 4500      | SY   | 4500                |                  | 4500              | \$ 2.70      | \$ 12,150.00                            | \$ -               | \$ 12,150.00                           | \$ 12,150.00    |  |
| 5  | Reset Existing Concrete End Section          | 2         | EA   | 2                   |                  | 2                 | \$ 784.00    | \$ 1,568.00                             | \$ -               | \$ 1,568.00                            | \$ 1,608.00     |  |
| 6  | Remove 10" PVC Pipe                          | 1         | LS   | 1                   |                  | 1                 | \$ 288.00    | \$ 288.00                               | \$ -               | \$ 288.00                              | \$ 288.00       |  |
| 7  | Remove 2 Sections 24" Concrete Pipe          | 1         | LS   | 1                   |                  | 1                 | \$ 288.00    | \$ 288.00                               | \$ -               | \$ 288.00                              | \$ 288.00       |  |
| 8  | Detention Basin Dewatering                   | 1         | LS   | 1                   |                  | 1                 | \$ 1,322.00  | \$ 1,322.00                             | \$ -               | \$ 1,322.00                            | \$ 1,322.00     |  |
| 9  | Install 12" Slide Gate Waterman AC-B         | 1         | LS   | 1                   |                  | 1                 | \$ 1,812.00  | \$ 1,812.00                             | \$ -               | \$ 1,812.00                            | \$ 1,812.00     |  |
| 10   | Adjust Bar Grate                             | 1         | LS   | 1                   |                  | 1                 | \$ 813.00    | \$ 813.00                               | \$ -               | \$ 813.00                              | \$ 813.00       |  |
| 11   | Rip-Rap (8"-16" dia.) Diversion Berm         | 880       | CY   | 585                 |                  | 585               | \$ 32.00     | \$ 18,720.00                            | \$ -               | \$ 18,720.00                           | \$ 21,120.00    |  |
| 12   | Stone Rip-Rap (8"-16" dia.)                  | 160       | SY   | 160                 |                  | 160               | \$ 28.00     | \$ 4,480.00                             | \$ -               | \$ 4,480.00                            | \$ 4,480.00     |  |
| 13   | USGS Style "M" Staff Gauge                   | 1         | LS   | 1                   |                  | 1                 | \$ 124.00    | \$ 124.00                               | \$ -               | \$ 124.00                              | \$ 124.00       |  |
| 14   | Aqua-Swift Concentrator Model AS-7           | 1         | LS   | 1                   |                  | 1                 | \$ 35,088.00 | \$ 35,088.00                            | \$ -               | \$ 35,088.00                           | \$ 35,088.00    |  |
| 15   | Soil Retention Drivable Grass Access Drive   | 242       | SY   | 242                 |                  | 242               | \$ 28.00     | \$ 6,792.00                             | \$ -               | \$ 6,792.00                            | \$ 6,292.00     |  |
| 16   | Stump Island Habitat Structure               | 3         | EA   | 3                   |                  | 3                 | \$ 134.00    | \$ 402.00                               | \$ -               | \$ 402.00                              | \$ 402.00       |  |
| 17   | Vegetated Swale                              | 320       | LF   | 282                 |                  | 282               | \$ 17.00     | \$ 4,794.00                             | \$ -               | \$ 4,794.00                            | \$ 5,440.00     |  |
| 18   | Existing Pump Station Abandonment            | 1         | LS   | 1                   |                  | 1                 | \$ 350.00    | \$ 350.00                               | \$ -               | \$ 350.00                              | \$ 350.00       |  |
| 19   | Install Shrub (Slowmound Mugo Pine)          | 10        | EA   | 10                  |                  | 10                | \$ 77.00     | \$ 770.00                               | \$ -               | \$ 770.00                              | \$ 770.00       |  |
| 20   | Soil Erosion Control Fence                   | 1070      | LF   | 1070                |                  | 1070              | \$ 1.50      | \$ 1,605.00                             | \$ -               | \$ 1,605.00                            | \$ 1,605.00     |  |
| 21   | Low Point Inlet Filter                       | 2         | EA   | 1                   |                  | 1                 | \$ 22.50     | \$ 22.50                                | \$ -               | \$ 22.50                               | \$ 45.00        |  |
| 22   | Curb and Gutter Inlet Filter                 | 1         | EA   | 1                   |                  | 1                 | \$ 22.50     | \$ 22.50                                | \$ -               | \$ 22.50                               | \$ 22.50        |  |
| 23   | Outlet Control Structure Stone Filler        | 1         | EA   | 1                   |                  | 1                 | \$ 78.00     | \$ 78.00                                | \$ -               | \$ 78.00                               | \$ 78.00        |  |
| 24   | Temporary Stone Access Drive                 | 1         | LS   | 1                   |                  | 1                 | \$ 690.00    | \$ 690.00                               | \$ -               | \$ 690.00                              | \$ 690.00       |  |
| <b>SUBTOTAL - Section 1</b>  |  |           |      |                     |                  |                   |              | \$ 98,602.00                            | \$ -               | \$ 98,602.00                           | \$ 99,870.50    |  |
| <b>Section 2 - Balancing Change Order No.1</b>   |  |           |      |                     |                  |                   |              |   |                    |  |                 |  |
| 11-1   | Rip-Rap (8"-16" dia.) Diversion Berm         | -75       | CY   |                     |                  |                   | \$ 32.00     | \$ -                                    | \$ -               | \$ -                                   | \$ (2,400.00)   |  |
| 12-1   | Stone Rip-Rap (8"-16" dia.)                  | 58.9      | SY   | 58.9                |                  | 58.9              | \$ 28.00     | \$ 1,631.40                             | \$ -               | \$ 1,631.40                            | \$ 1,631.40     |  |
| 15-1   | Soil Retention Drivable Grass Access Drive   | 18        | SY   | 18                  |                  | 18                | \$ 28.00     | \$ 418.00                               | \$ -               | \$ 418.00                              | \$ 418.00       |  |
| 17-1   | Vegetated Swale                              | -38       | LF   |                     |                  |                   | \$ 17.00     | \$ -                                    | \$ -               | \$ -                                   | \$ (648.00)     |  |
| 20-1   | Soil Erosion Control Fence                   | 24        | LF   | 24                  |                  | 24                | \$ 1.50      | \$ 36.00                                | \$ -               | \$ 36.00                               | \$ 36.00        |  |
| 21-1   | Low Point Inlet Filter                       | -1        | EA   |                     |                  |                   | \$ 22.50     | \$ -                                    | \$ -               | \$ -                                   | \$ (22.50)      |  |
| <b>SUBTOTAL - Section 2</b>  |  |           |      |                     |                  |                   |              | \$ 1,883.40                             | \$ -               | \$ 1,883.40                            | \$ (1,086.10)   |  |
| <b>TOTAL</b>   |  |           |      |                     |                  |                   |              | \$ 98,785.40                            | \$ -               | \$ 98,785.40                           | \$ 98,785.40    |  |
|  |  |           |      |                     |                  |                   |              | LESS RETAINAGE (Not to exceed):         | \$ 4,993.53        |  |                 |  |
|  |  |           |      |                     |                  |                   |              | TOTAL AMOUNT RECOMMENDED:               |                    | \$ 98,785.40                           |                 |  |
|  |  |           |      |                     |                  |                   |              | LESS PREVIOUS AMOUNT RECOMMENDED:       |                    | \$ 93,791.87                           |                 |  |
|  |  |           |      |                     |                  |                   |              | NET THIS CERTIFICATE:                   |                    | \$ 4,993.53                            |                 |  |

|   |   |
|---|---|
| NV09-002 Pay Certificate No. 3 - First (cont.)  |   |
| CITY OF NOVI  |   |
| WEST OAKS REGIONAL DETENTION BASIN IMPROVEMENTS   |   |
| SDA Job No. : NV09-002  |   |
| SPALDING DeDECKER ASSOCIATES, INC.<br>905 SOUTH BOULEVARD EAST<br>ROCHESTER HILLS, MI 48307     |   |
| WE HEREBY CERTIFY THAT THIS AMOUNT<br>OF WORK HAS BEEN COMPLETED                                | <br>TED MEADOWS, CONTRACT ADMINISTRATOR     |
|   | DATE: 8/5/10  |
| DEPARTMENT OF PUBLIC SERVICES<br>FIELD SERVICES COMPLEX<br>28300 DELWAL DRIVE<br>NOVI, MI 48375 |   |
| APPROVED FOR PAYMENT:   | <br>BRIAN COBURN, PE, SENIOR CIVIL ENGINEER |
|   | DATE: 8/5/10  |
| MATZAK, INC<br>58187 NORTH AVE.<br>RAY TWP., MI 48098   |   |
| ACCEPTED FOR PAYMENT:   | <br>RICH WILLIAMS, PRESIDENT              |
|   | DATE: 8/2/10  |

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Marrak, Inc.  
hereinafter called the "Principal", and Westfield Insurance Company

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

**CITY OF NOVI, MICHIGAN**

Hereinafter called the "OWNER," as Obligor, for the just and full sum of Ninety Nine Thousand

Eight Hundred Seventy and 00/100 Dollars (\$ 99,870.00 )  
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

*West Oaks Regional Detention Basin Improvements*

AND WHEREAS, this Contract was awarded upon the express condition that the  
Principal would furnish a one (1) 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 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.



**CITY OF NOVI**  
RD 4403

4/29/09

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 relating 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 17th day of June 2009

In the Presence of:

WITNESS

[Signature]

Shelley Owen

[Signature]  
Witch Bondlar

[Signature]  
Stephanie Maronick

[Signature]  
Shelley Owen

000000

Bond No.

(fill in name of construction CONTRACTOR)

Metzack, Inc.  
Principal

President  
Title

Wentland Insurance Company

Surety Deek. McLean  
Joe A. Miller, Attorney-in-Fact

Title  
38000 Seven Mile Rd., Suite 110

Address of Surety  
Livonia, MI 48152

City Zip Code





General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BUS E. ZERVOS, STEPHEN M. ZERVOS, ANGELO G. ZERVOS, DONALD W. BURDEN, LEE A. MILKER, JAMES R. GARGARO, JOINTLY OR SEVERALLY

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

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability hereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2003).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 08th day of FEBRUARY A.D. 2008.

Corporate Seal Affixed State of Ohio County of Medina 99.



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

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

On this 08th day of FEBRUARY A.D. 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed State of Ohio County of Medina 99.



William J. Kahelin

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of June A.D. 2009



Frank A. Carrino Secretary

**SWORN STATEMENT**

STATE OF MICHIGAN )  
 ) SS  
 COUNTY OF )

Rich Williams (deponent), being *RHW*

sworn, states the following:

Matzak Inc., is the (contractor) (subcontractor) for an improvement to the following described real property in Oakland County, Michigan, described as follows: (Insert legal description from Notice of Commencement or name and address of the Project.

**West Oaks Regional Detention Facility**

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 |
|---|-------------------------------|----------------------|---------------------|------------------------|--------------------------------|--|---|
| HD Supply                                   | Auqua swirl Valve             | 26,000.00            | 26,000.00           | 0.00                   |                                |  |   |
| Calo & Sons                                 | Stone/trucking                | 12,000.00            | 12,000.00           | 0.00                   |                                |  |   |
| MAJ   | Soil Retention                | 1,164.00             | 1,164.00            | 0.00                   |                                |  |   |
| Soil Retention                              | Drivable grass                | 5,568.00             | 5,568.00            | 0.00                   |                                |  |   |
| Finishing Touch                             | Video                         | 1,175.00             | 1,175.00            | 0.00                   |                                |  |   |
| FMG   | Core drilling                 | 800                  | 800                 | 0                      |                                |  |   |
| ETNA  | Job Materials                 | 1,500.00             | 1,500.00            | 0                      |                                |  |   |
| Satterland Supply                           | Piping                        | 1,000.00             | 1,000.00            | 0                      |                                |  |   |
| *NO NEW SUBCONTRACTORS OR SUPPLIERS         |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
|   |                               |                      |                     |                        |                                |  |   |
| <b>TOTALS</b>                               |                               |                      |                     |                        |                                |  |   |

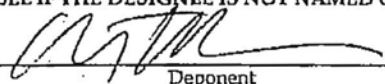
*[Handwritten scribbles]*

(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 sum set forth.

I make this statement as the (contractor) (subcontractor) or as \_\_\_\_\_ 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 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: AN OWNER OR LESSEE OF THE 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 UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A. 497, MCL 570.1109 TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED**

  
\_\_\_\_\_  
Deponent

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

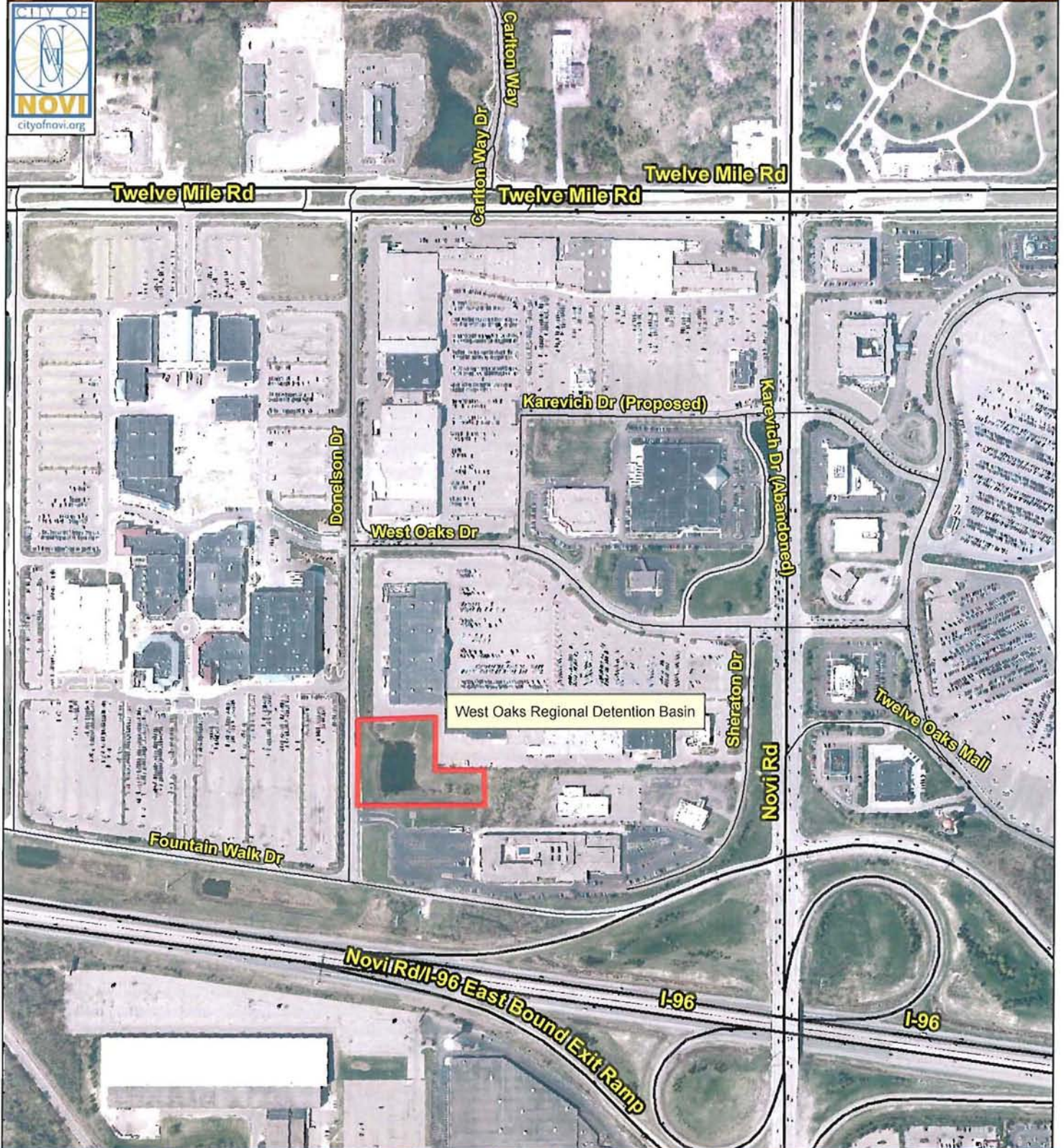
Subscribed and sworn to before me on  
(date) 06/27/2010  
Holly M. Owen  
Notary Public  
Macomb County, Michigan  
My commission expires: 3/9/2014

HOLLY M OWEN  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires 03-09-2014  
Acting in the county of Macomb

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

# West Oaks Regional Detention Basin Improvements

## Location Map



**CITY OF NOVI**  
 ENGINEERING DIVISION  
 41475 W. TEN MILE RD.  
 NOVI, MI 48375-3024  
 (248) 241-0454  
 MAP AUTHOR: Ben Croy



1 INCH = 500 FEET

MAP PRINT DATE: 04/05

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any officially issued plans. This map was intended to meet National Map Accuracy Standards and use the most recent available sources available to the personnel of the City of Novi. However, boundary errors, and other inaccuracies are inevitable and should not be considered as survey measurements performed by a Licensed Professional Surveyor as defined in Michigan Public Act 132 of 1978 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.