

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item F October 25, 2010

SUBJECT: Approval of the Final Payment to Man-Con Michigan, Inc. for the 2008 Lift Station Improvements (Bellagio and Napier Sanitary Sewer Lift Stations) project, in the amount of \$11,967.11.

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

CITY MANAGER APPROVAL: *AW* *RTH*

EXPENDITURE REQUIRED	\$11,967.11
AMOUNT INCLUDED IN CIP	\$146,000 (Bellagio) \$65,000 (Napier) \$211,000 Total
LINE ITEM NUMBER	592-592.00-159.805 (Bellagio) 592-592.00-159.807 (Napier)

BACKGROUND INFORMATION:

The City's consulting engineer for this project, Orchard, Hiltz & McCliment, Inc. (OHM), administered the construction contract for the 2008 Lift Station Improvements project. OHM has submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Man-Con Michigan, Inc. of Shelby Township, MI. (Final Pay Estimate No. 5, attached).

The sanitary sewer lift station rehabilitation work performed by the contractor was completed in substantial compliance with the plans and specifications, and final payment in the amount of \$11,967.11 is appropriate. The City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's October 12, 2010 letter, attached).

The original contract was approved at the March 9, 2009 City Council meeting in the amount of \$211,000.00. There were three (3) change orders associated with the project resulting in a net increase of \$6,602.89 to the contract. Change Order No. 1 (in the amount of \$12,842.89) was a result of adding and changing several contract items, such as: providing for additional loading capacity to the valve pit hatch cover, adjustment of the wet well and hatch, increasing the size of the generator pad, providing extension rods on the valves within the valve chamber, and providing for an additional allowance for the Detroit Edison service connection. Change Order No. 2 resulted in a net decrease of \$4,740.00 to the contract for a reduction in existing contract items. Change Order No. 3 was to simply remove landscape work from the contract, resulting in a decrease of \$1,500.00. The landscape work was completed in-house using Community Development and Water & Sewer personnel for the design and installation. The total work performed, including approved change orders, results in a final contract price of \$217,602.89.

RECOMMENDED ACTION: Approval of the Final Payment to Man-Con Michigan, Inc. for the 2008 Lift Station Improvements (Bellagio and Napier Sanitary Sewer Lift Stations) project, in the amount of \$11,967.11.

	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				

October 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: **2008 Lift Station Improvements – Bellagio & Napier Pump Stations
Man-Con Michigan, Inc., - Closing Documents**
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the 2008 Lift Station Improvements – Bellagio & Napier Pump Stations:

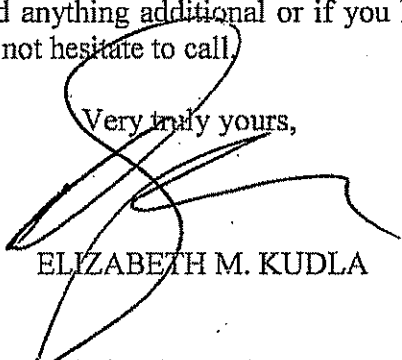
- Final Application for Payment and Engineer's Certificate
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond and Rider

Subject to the approval of the Final Pay Estimate 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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October 5, 2010

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

Attention: Mr. Rob Hayes
City of Novi

Regarding: 2008 Lift Station Improvements
Bellagio and Napier Pump Stations
OHM Job No. 0163-08-0042

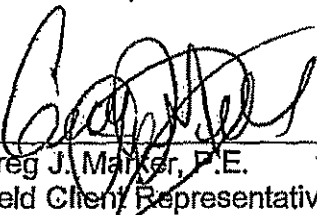
Dear Mr. Hayes:

Enclosed herewith is the FINAL Application for Payment and the required close out documents for the referenced project. These documents are as follows: 1) Contractor's Declaration; 2) Contractor's Sworn Statement 3) Full Unconditional Waivers from subcontractors and suppliers; 4) Consent of Surety; and 5) General Purpose Rider.

Man-Co Michigan, Inc. has completed the work shown on the attached construction estimate for the period ending August 1, 2010.

We would recommend payment to the Contractor in the amount of \$11,967.11 which includes the release of retainage previously held.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.



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

cc: ~~Aaron Staup, City of Novi~~
Mancon, Inc., 5225 22 Mile Road, Shelby Township, MI 48317
Jim Stevens, P.E., OHM
Sherri Wright P.E., OHM
File

P:\0126_0165\0163080040_2008 San_Lift_Sta\CONSTRUCTION\Estimates_CO\Final\Estimate Nox (FINAL).doc



CITY OF NOVI

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



PROJECT: 2008 Lift Station Improvements	NOV PROJECT NO.: Belleisle Division T 081-305 Napier Division # 081-307	PAYMENT NO.: FINAL
OWNER: City of Novi 46175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: Orchard, Hiltz & McCliment, Inc. 34000 Plymouth Road Livonia, Michigan 48150	CONTRACTOR: Man-Cut Michigan, Inc. 5225 22 Mile Road Shelby Township, Michigan 48317
CONTRACT AMOUNT	COMPLETION DATE	DATE OF ESTIMATE
ORIGINAL: \$ 211,000.00	ORIGINAL: 8/17/2008	FROM: 3/10/2010
REVISED: \$ 217,602.89	REVISED:	TO: 8/1/2010

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	%
1	Division A: Belleisle Pump Station													
1	Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00				1	\$ 4,000.00	100%
2	Soil Erosion	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	0.5	\$ 750.00	50%	1	\$ 1,500.00	100%
3	Demolition	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00				1	\$ 5,000.00	100%
4	By Pass Pumping	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00				1	\$ 10,000.00	100%
5	Site Video/Photos	LS	1	\$ 300.00	\$ 300.00	1	\$ 300.00	\$ 300.00				1	\$ 300.00	100%
6	Force Main Valve Replacement	LS	1	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	\$ 8,000.00				1	\$ 8,000.00	100%
7	Restoration/Driveway	LS	1	\$ 11,000.00	\$ 11,000.00	1	\$ 8,800.00	\$ 8,800.00				1	\$ 8,800.00	100%
8	Wet Well Work/Pumps/Piping	LS	1	\$ 81,350.00	\$ 81,350.00	1	\$ 78,850.00	\$ 78,850.00				1	\$ 78,850.00	100%
9	V-Cham-Top	LS	1	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	\$ 8,000.00				1	\$ 8,000.00	100%
10	Start-Up	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00				1	\$ 1,000.00	100%
11	Landscaping	LS	1	\$ 1,500.00	\$ 1,500.00	1						1		
12	Electrical Service	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 12,551.07	\$ 12,551.07				1	\$ 12,551.07	100%
13	Natural Gas Line/Meter	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 740.00	\$ 740.00				1	\$ 740.00	100%
14	Programming	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00				1	\$ 6,000.00	100%
15	Generator Pad/Control Pad	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00				1	\$ 5,000.00	100%
16	Conduit & Fittings - Labor	LS	1	\$ 7,100.00	\$ 7,100.00	1	\$ 7,100.00	\$ 7,100.00				1	\$ 7,100.00	100%
17	Conduit & Fittings - Material	LS	1	\$ 5,400.00	\$ 5,400.00	1	\$ 5,400.00	\$ 5,400.00				1	\$ 5,400.00	100%
18	Generators - Material/ATS	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00				1	\$ 15,000.00	100%
19	Mob/Submit/Permit	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
20	Change from 120 loading cover for valve pit to 300 load/h cover					1	\$ (429.30)	\$ (429.30)				1	\$ (429.30)	100%
21	Adjust wet well up and install new hatch on wet well					1	\$ 1,894.60	\$ 1,894.60				1	\$ 1,894.60	100%
22	Change from unistrut mounted control panel to concrete pad with footing					1	\$ 886.00	\$ 886.00				1	\$ 886.00	100%
23	Change in generator pad size					1	\$ 727.50	\$ 727.50				1	\$ 727.50	100%
24	Flipping of pump connection					1	\$ 1,098.51	\$ 1,098.51				1	\$ 1,098.51	100%
25	Expansion rods on Valves in valve chamber					1	\$ 216.00	\$ 216.00				1	\$ 216.00	100%
26	Surface of Wet Well Level					1	\$ 818.51	\$ 818.51				1	\$ 818.51	100%
27*	Additional DTE Allowance													
Division B: Napier Pump Station														
20	Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00				1	\$ 4,000.00	100%
21	Soil Erosion	LS	1	\$ 50.00	\$ 50.00	1	\$ 50.00	\$ 50.00	0.5	\$ 25.00	50%	1	\$ 50.00	100%
22	Site Video/Photos	LS	1	\$ 300.00	\$ 300.00	1	\$ 300.00	\$ 300.00				1	\$ 300.00	100%
23	Restoration/Driveway	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00				1	\$ 2,500.00	100%
24	Start-Up	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00				1	\$ 500.00	100%
25	Natural Gas Line/Meter	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,220.00	\$ 2,220.00				1	\$ 2,220.00	100%
TOTALS THIS PAGE					\$ 188,000.00			\$ 182,502.89		\$ 775.00			\$ 182,602.89	



CITY OF NOVI

26300 Oakwood Drive
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5658



PROJECT: 2008 Little Station Improvements NON-PROJECT NO.: Ballkap Division 1 661-805 PAYMENT NO.: FINAL

SECTION 1													
Item No.	Description of Item	Unit	CONTRACT ITEMS (Object)			CONTRACT ITEMS (Revenue)			THIS PERIOD		TOTAL TO DATE		
			Quantity	Credits	Total Amt.	Quantity	Credits	Total Amt.	Quantity	Amount	Quantity	Amount	%
26	Generators - Fuel/Oil/Parts Paid	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00			1	\$ 5,000.00	100%
27	Conduit & Fillings - Labor	LS	1	\$ 3,100.00	\$ 3,100.00	1	\$ 3,100.00	\$ 3,100.00			1	\$ 3,100.00	100%
28	Conduit & Fillings - Material	LS	1	\$ 900.00	\$ 900.00	1	\$ 900.00	\$ 900.00			1	\$ 900.00	100%
29	Generators - Maintenance	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00			1	\$ 15,000.00	100%
30	Motor Submittals/Permit	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00			1	\$ 1,000.00	100%
	Credits transferred from Item 27 and added to Item 12 Electrical Services												
TOTALS FROM OTHER SHEET					\$ 186,000.00			\$ 186,000.00				\$ 186,000.00	
GRAND TOTAL					\$ 217,600.00			\$ 217,600.00				\$ 217,600.00	100%



CITY OF NOVI

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

MEMORANDUM OF PROGRESS PAYMENT

PROJECT: 2006 LR Station Improvements NOVI PROJECT NO.: Ballagio Division 1 081-805 PAYMENT NO.: FINAL



Original Contract Amount: \$ 211,000.00

Change Orders: \$ 6,602.89

Adjusted Contract Amount to Date: \$ 217,602.89

Total Cost of Work Performed to Date: \$ 217,602.89

CHANGE ORDERS

No.	Date	Amount
1	20-Aug-09	\$ 12,842.89
2	3-Jun-10	\$ (4,740.00)
3	28-Jun-10	\$ (1,500.00)

MINUS Retainage: 0% \$ -

MINUS Additional Retainage: 0% \$ -

Net Amount Earned of Contract and Extra Work to Date: \$ 217,602.89

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

Subtotal: \$ 217,602.89

MINUS Amount of Previous Payment: \$ 205,635.78

- 1 \$ 78,161.50
- 2 \$ 29,044.75
- 3 \$ 10,100.00
- 4 \$ 86,338.53
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

TOTAL: \$ 6,602.89

BALANCE DUE THIS PAYMENT: \$ 11,967.11



CITY OF NOVI

26300 DeWaal Drive
Novi, Michigan 48275
Tel: (248) 347-0454
Fax: (248) 735-3639

COPY

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2008 LIR Station Improvements NOVI PROJECT NO.: Ballagio Division | 081-505 PAYMENT NO.: FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on account of Work done under Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work

Payment of the above AMOUNT DUE THIS APPLICATION is recommended,

CITY OF NOVI

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: _____

By: Brian Coburn, PE, Senior Civil Engineer

Dated: _____

Engineer; (6) the final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance, (ii) consent of surety, if any, to

[Signature]
Contractor Authorized Signature

Date: 9/22/10

By: MICHAEL MARCHI
Print Name

ORCHARD HILTZ McCLIMENT
Consultant Firm Name

Date: 9/27/10

[Signature]
Consultant Authorized Signature

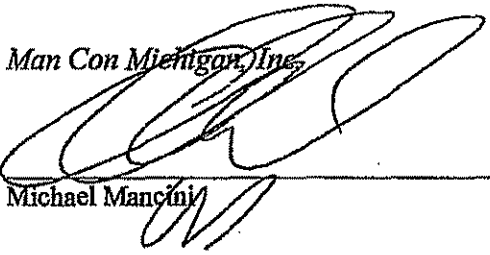
By: GREG MARCHI, PE
Print Name

COPY

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period January 15, 2010 to June 2, 2010 A.D. performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from the City of Novi, the Owner or his agents, in addition to the regular items set forth in the contract numbered and dated March 11, 2009 A.D. for 2008 Lift Station Improvement, Napier and Bellagio Pump Stations executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

Date: June 2, 2010

Man Con Michigan, Inc.


By: Michael Mancini

Title: _____



COPY

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,

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 MACOMB

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

VP (Title) of the MAN COM MI. INC. (Firm Name)

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

2008 LIFT STATION IMPR CITY OF NOVI (Description of Improvement)

located at: NOVI, MICHIGAN, BELLAGIO AND NAPLES STATIONS

The total amount of the contract is ~~219,102.87~~ ^{217,602.89} of which I have received payment of 205,635.76 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.

COPY

Signed this 26TH day of SEPTEMBER, 2010

Name: MAN CON MI, INC.
(Individual/corporation/partnership)

By: [Signature] (Title) Attest: [Signature] AS (Title)

Subscribed and sworn to before me this 26TH day of SEPT., 2010

Notary Public: [Signature]

NOTARY SEAL

KATHLEEN M. SILVEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES JUN 24, 2014
RESIDES IN COUNTY OF Macomb

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
Man Con	Labor	\$217,602.89	\$205,635.78	\$11,967.11	0.0%	\$0.00
D. F. Best Co.	Electric Service	\$40,000.00	\$40,000.00		0.0%	\$0.00
Kennedy Industries	Pumps & Accessorles	\$49,550.00	\$49,550.00			
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
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					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$307,152.89	\$295,185.78	\$11,967.11		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$211,000.00</u>	Work Completed to Date: <u> \$217,602.89</u>
Plus: Extras to Contract: <u> \$6,602.89</u>	Less: Total Retainage: <u> \$11,182.11</u>
Total: Contract plus Extras: <u> \$217,602.89</u>	Less: Amount Previously Paid: <u> \$205,635.78</u>
Less: Credits to Contract: <u> </u>	Less: Amount of this Request: <u> \$775.00</u>
Total: Adjusted Contract: <u> \$217,602.89</u>	Total Balance Due: <u> \$0.00</u>

COPY

FULL UNCONDITIONAL WAIVER

D.F. Best Co., CONTRACT WITH MAN CON MICHIGAN, INC. TO PROVIDE THE FOLLOWING:
(CONTRACTING COMPANY)

City of Novi

FOR THE IMPROVEMENTS TO THE PROPERTY DESCRIBED AS: Bellagio P.S. & Naples

2008 Litigation Improvements

HAVING BEEN FULLY PAID AND SATISFIED, D.F. Best, ALL CONSTRUCTION LIEN RIGHTS
(CONTRACTING COMPANY)

AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.



(SIGNATURE OF LIEN CLAIMANT)

Janice M. McAndrews

DATE: 8/17/2010

ADDRESS: 628 PATHWAY
HAWELL, MI
48843

TELEPHONE: 517-548-0612

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

COPY

FULL UNCONDITIONAL WAIVER

My/our contract with MAN-CON, INC. to provide
PUMPS & ACCESSORIES (other contracting party)
for the improvement of the property described as
BELLAGIO PUMP STATION, NOVI, MICHIGAN

_____ 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.

Steven J. Sadler
(Printed Name of Lien Claimant)
Steven J. Sadler
(Signature of lien claimant)

Signed on: August 17, 2010

Address: PO Box 809
Milford, MI 48381

Telephone: 248-684-1200



Kennedy Industries Inc.
PUMPS • VALVES • CONTROLS

P.O. Box 809 • 4975 Technical Drive
Milford, Michigan 48381-0809
Phone: (248) 684-1200 • Fax: (248) 684-6011

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

(Instructions on reverse side)

Bond Number: 1854461

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

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)

2008 Lift Station Improvements Napier & Bellaqio Pump Stations

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)

THE HANOVER INSURANCE COMPANY
25300 TELEGRAPH RD., SUITE 375
SOUTHFIELD, MI 48034

, SURETY,

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

MAN-CON MICHIGAN, INC.
5225-22 MILE RD
SHELBY TOWNSHIP, MI 48317

, 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 27th day of August, 2010.
(insert in writing the month following by the numeric date and year)

Attest:
Seal



THE HANOVER INSURANCE COMPANY
Surety Company


Signature of Authorized Representative
Brenda C. Wilson, Title, Attorney-in-Fact

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

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Brenda C. Wilson, J.M. Laurencelle, Richard E. Seaman and/or Angie Greenstade

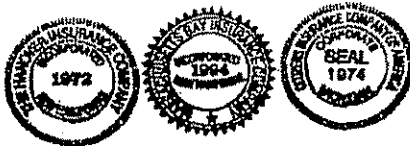
of Southfield, MI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, -in any amount-

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 19th of May 2010.



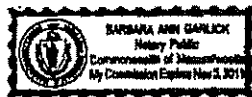
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grannan
Robert K. Grannan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th of May 2010, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27 day of August, 2010

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

Stephen L. Brawl
Stephen L. Brawl, Assistant Vice President

GENERAL PURPOSE RIDER

To be Attached to and form part of Maintenance and Guarantee Bond #
1854461 effective March 11, 2009

issued by the

Hanover Insurance Company

in the amount of

Two Hundred Eleven Thousand and 00/100 Dollars (\$211,000.00)

on behalf of

Man-Con Michigan, Inc.

as Principal and in favor of

City of Novi, Michigan

Now, therefore, it is agreed that:

This bond is amended as follows:

Bond Limit has Increased to:

\$217,602.89

in lieu of

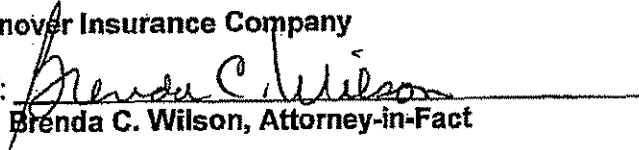
\$211,000.00

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 27th day of August, 2010.

Hanover Insurance Company

BY:


Brenda C. Wilson, Attorney-in-Fact

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

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Brenda C. Wilson, J.M. Laurencelle, Richard E. Seaman and/or Angle Greenslade

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

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, -in any amount-

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 19th of May 2010.



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

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Gretnah
Robert K. Gretnah, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th of May 2010, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Givnick
Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27 day of August, 2010

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

Stephen L. Braull
Stephen L. Braull, Assistant Vice President

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Man-Con Michigan, Inc.
hereinafter called the "Principal", and The Hanover Insurance Company

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 _____

Two Hundred Eleven Thousand Dollars and 00/100 Dollars (\$ 211,000.00)
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

**2008 Lift Station Improvement
Napier & Bellagio Pump Stations**

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(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.



CITY OF NOVI
08/02/2008
Rev 4/4/08

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.

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 11th day of March, 2009.

In the Presence of:

WITNESS

Kathleen Bilny
Stephanie Kornowicz

Stephanie Kornowicz

Sheila Harris

Sheila Harris

Mitch Bokolor

Mitch Bokolor

1854461

Bond No.

(fill-in name of construction CONTRACTOR)

Man-Con Michigan, Inc.

Principal

Title

The Hanover Insurance Company

Surety

Lee A. Milner
Title Lee A. Milner, Attorney-In-Fact

25300 Telegraph Rd., Suite 375

Address of Surety

Southfield, MI 48034

City

Zip Code



CITY OF NOVI

08/02/2008

Rev 4/4/08

This Power of Attorney may not be used to execute any bond with an inception date after July 1, 2010

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

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Angelo G. Zervos, Gus E. Zervos, Donald W. Burden and/or Lee A. Milner

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

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

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 21st day of July 2008.



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

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Graham
Robert K. Graham, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 21st day of July 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of March, 2009

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

Stephen L. Brevil
Stephen L. Brevil, Assistant Vice President