



CITY of NOVI CITY COUNCIL

**Agenda Item D
October 22, 2012**

SUBJECT: Approval of the Final Payment to CEI Group LLC, for the Civic Center Roof Replacement project, in the amount of \$22,465.

SUBMITTING DEPARTMENT: Information Technology - Facility Operations Division *AWP*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$22,465
AMOUNT BUDGETED	\$224,000
APPROPRIATION REQUIRED	\$ Included on 1st quarter rollover budget amendment.
LINE ITEM NUMBER	101-265.00-976.000

BACKGROUND INFORMATION:

On June 4, 2012 the Novi City Council awarded a construction contract for the Civic Center roof replacement project to CEI Group LLC for the amount of \$224,650. City staff administered the project that replaced the original roof membrane, metal copings and added two inches of insulation board. The new roof has an expected lifespan of twenty-five years and the projected was completed on September 14th, 2012. CEI Group LLC has submitted all documents verifying the final contract payment amount.

The roof repair work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount included in the original award contract of \$22,465 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla Saarela's October 11, 2012 letter, attached.)

RECOMMENDED ACTION: Approval of the Final Payment to CEI Group LLC., for the Civic Center Roof Replacement project, in the amount of \$22,465.

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

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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

October 11, 2012

Suzanne Moreno
CITY OF NOVI
Finance Department
45175 W. Ten Mile Road
Novi, MI 48375

**RE: Civic Center Roof - Final Pay Estimate
*CEI Michigan, LLC***

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Civic Center Roof Replacement:

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

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

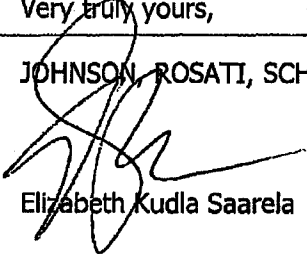
It is our understanding that CEI Michigan, LLC will provide its Full Unconditional Waiver of Lien at the time it picks up the final payment.

October 11, 2012
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If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

- C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Brandon McCullough, Facility Operations Manager (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: CITY OF NOVI ATTN: FINANCE DEPARTMENT 45175 W. TEN MILE ROAD NOVI, MI 48375 248-347-0446 F 248-735-5682	PROJECT: NOVI CIVIC CENTER ROOF REPLACEMENT	APPLICATION #. 4 retention CEI JOB # 112033 APPLICATION DATE: 09/12/2012 PERIOD TO: 09/30/2012	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> TERMS: <input type="checkbox"/> DUE:
CONTRACTOR: CEI MICHIGAN LLC 2140 INDUSTRIAL ST., PO BOX 200 HOWELL, MI 48843 KIM RONALD 517-548-0039 EXT 139 KRONALD@CEIGROUPLLC.COM	ARCHITECT:	CONTRACT FOR: ROOFING AND SHEET METAL	CONTRACT DATE: 05/31/2012

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	224,650.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	224,650.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Cont Sheet)	\$	224,650.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on Cont Sheet)	\$	0.00
b. 10 % of Stored Material (Column F on Cont Sheet)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of Cont Sheet)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	224,650.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	202,185.00
8. CURRENT PAYMENT DUE	\$	22,465.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR: CEI MICHIGAN LLC

By: Eric C. Cook Date: 9-12-12
 ERIC C. COOK - PRESIDENT
 State of: MI County of: LIVINGSTON
 Subscribed and sworn to before me this 12 day of Sept
 Notary Public: Kimberly A. Ronald My Commission Expires Apr 5, 2018
 My Commission Expires: Apr 5, 2018 Acting in the County of Livingston

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction manager and Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 Construction Manager: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
 JOB NAME: **NOVI CIVIC CENTER ROOF REPLACEMENT**
 JOB NUMBER: #112033
 APPLICATION DATE: 09/12/2012
 PERIOD TO DATE: 09/30/2012

DUE: **COMPL**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN MATERIALS)	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL	% (G + C)		
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
1	MOBILIZATION	\$6,739.00	\$6,739.00		\$0.00	\$6,739.00	100.00%		
2	INSULATION MATERIAL	\$35,805.00	\$35,805.00		\$0.00	\$35,805.00	100.00%		
3	ROOFING MATERIAL	\$112,839.00	\$112,839.00		\$0.00	\$112,839.00	100.00%		
4	SHEET METAL MATERIAL	\$14,128.00	\$14,128.00		\$0.00	\$14,128.00	100.00%		
5	ROOFING LABOR	\$35,083.00	\$35,083.00		\$0.00	\$35,083.00	100.00%		
6	SHEET METAL LABOR	\$14,898.00	\$14,898.00		\$0.00	\$14,898.00	100.00%		
7	BOND	\$5,158.00	\$5,158.00		\$0.00	\$5,158.00	100.00%		
GRAND TOTALS		\$224,650.00	\$224,650.00	\$0.00	\$0.00	\$224,650.00	100.00%	\$0.00	\$0.00

CEI MICHIGAN, LLC

P.O. Box 200
2140 Industrial St.,
Howell, MI 48843
Phone 517-548-0039
Fax 517-548-0182

Roofing Systems Warranty

NOT TRANSFERABLE

Building Owner: City of Novi Job#: 112033

Building Location: Civic Center Roof Replacement
45175 W. Ten Mile Road
Novi, MI 48375

Roofing Manufacturer: GAF

Date of Completion: 9-14-2012

Warranty Expires: 9-14-2014

CEI Michigan, LLC ("Company") warrants to the Building Owner ("Owner") subject to the terms, conditions, and limitations stated herein, that Company will, at its cost or expense, repair or cause to be repaired any leaks in the roof membrane and membrane flashing installed by Company (the "Roofing System") resulting from workmanship defects in the Roofing System applied by or through Company for a period of 2 years commencing from the Date of Completion (the "Warranty Period"); expressly excluding any responsibility for defects in materials. Upon expiration of the Warranty Period, Company shall have no further obligation.

Terms, Conditions, Limitations

1. Owner shall provide Company with written notice within five (5) days of the discovery of any leaks in the Roofing System. Oral notice may be acted upon by Company at its discretion but may not be relied upon in pursuit of a claim against Company for not honoring this Warranty.
2. Owner's remedy and Company's sole and exclusive liability under this Warranty shall be limited to Company's repair of the Roofing System during normal working hours at its cost, but in no event to exceed the original cost to install the Roof System.
3. This Warranty shall not be applicable and Company shall not be responsible for the repair of leaks in the Roofing System if in Company's judgment they are caused by any of the following:
 - a. Acts of God, including but not limited to, earthquakes, gales, hail, hurricanes, lightning, tornadoes and/or windstorm or damage caused by animals;
 - b. Any acts or omissions of other trades or contractors or service to or maintenance of any roof top equipment or traffic of any nature on the Roofing System;
 - c. Any acts of negligence, accidents, abuse or misuse, including but not limited to, vandalism, civil disobedience, acts of war, or chemical attack;
 - d. Faulty vents, equipment supports and other edge conditions and penetrations of Roofing System, unless work was performed by Company;
 - e. Structural elements of the building, including cracking, building movement, settlement, deflection, deterioration and decomposition of walls, foundation or roof deck; or
 - f. Metal work or other material not furnished by Company used in the Roofing System.
4. This Warranty shall be null and void if in the judgment of Company any of the following shall occur:
 - a. After installation of the Roofing System by Company, any alterations or repairs are made on or through the Roofing System, or objects including, but not limited to structures, fixtures, or utilities are placed upon or attached to the Roofing System, without prior notification and opportunity being given to Company to install the roofing application thereto at the Owner's expense or, in the alternative, obtaining prior written authorization from Company for another to install the roofing application;
 - b. Failure by the Owner or lessee to use reasonable care in maintaining the Roofing System including, but not limited to twice annual inspections by Company or another manufacturer authorized contractor;
 - c. The roof and or Roofing System is used as a promenade or work deck, or is sprayed or flooded; or
 - d. Owner fails to comply with every term or condition stated in this Warranty.
5. Areas that pond water (as defined by the NRCA) are not covered by this Warranty.
6. During the Warranty Period, Company, its agents or employees, shall have free access to the Roofing System during regular business hours.
7. Company shall have no obligation under this Warranty until all bills for installation, supplies, materials, and service have been paid in full.
8. Company's failure at any time to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision.
9. Nothing herein shall render Company liable, in any way, for any damage to Owner's building, or any components, contents or occupants thereof, or interruption of any business conducted in the building, including but not limited to any and all damage in any way related to or resulting from any type of biological growth or mold contamination of Owner's building. Owner is responsible for regular inspections for and prompt reporting of leaks. During the term of this Warranty Owner agrees to maintain a service contract with Company, which will include visual inspections performed once per year.
10. Company does not either itself or through its representatives, practice architecture or engineering. Company offers no opinion on and expressly disclaims any responsibility for the structural soundness of any roof deck on which the Roofing System may be applied. Opinions of competent structural engineers should be obtained by the Owner as to the structural soundness of the roof deck, or its ability to properly support the Roof System. Company accepts no liability for any failure of the roof deck or resulting damages.
11. Company reserves the privilege to charge a fee of \$ 85.00 per person per hour for investigating any leaks or roof problems that fail to come under the Warranty obligations of Company as described herein and Owner agrees to promptly compensate Company for same.
12. This Warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein. This Warranty is superceded by any applicable manufacture's warranty covering the Roofing System and/or workmanship of Company. The judgment of the Company relating to this Warranty shall be final and binding.
13. This Warranty is intended solely for the Owner's benefit and is nontransferable or assignable without the prior written consent of Company.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND ALL IMPLIED WARRANTIES AND SPECIFICALLY THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NO REPRESENTATIVE OF COMPANY HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

CEI Michigan, LLC

By 

Title Eric C. Cook President

Date 9-12-12

CEI MICHIGAN, LLC - ROOF CARE AND MAINTENANCE GUIDE

CONGRATULATIONS!

Your building is now protected by **GAF** Roofing System.

In order to ensure a long service life and avoid costly repairs, we recommend the following for the care and maintenance of your roofing system.

1. Ensure that all drain areas and drains are cleaned on a regular basis. This will allow for proper water run-off and avoid over-loading the roof with ponding water.
2. Ensure that the roof membrane is not exposed to liquids such as solvents, greases, oil, petroleum products or any other substances as these may adversely affect the membrane, unless roof membrane is designed to withstand such chemicals.
 - a. If the membrane is subject to contact with any type of chemical, you should contact us immediately.
 - b. Should petroleum products, solvents, greases, oils, etc. come in contact with membrane, contact us immediately.
3. If there is to be foot traffic on the roof for equipment maintenance or other reasons, protective walkways should be provided.
4. All counterflashing, metal work, drains, equipment curb and supports, and any other rooftop accessories functioning in conjunction with the membrane roofing system must be kept properly maintained at all times.

We encourage an annual roof inspection program be arranged, that utilizes qualified employees of the roofing applicator to perform this function.

5. If any additional equipment is to be installed on your roof (e.g. HVAC units, TV antennas, etc.) contact us in writing, for approval before proceeding.
6. Should there be an addition to the building, requiring tie-in to the existing roof, contact us to ensure the tie-in is in accordance with approved specifications.
7. Caution all tradesmen servicing roof equipment that you have a warranted roof and that they should proceed accordingly.
8. Should you have a leak:
 - a. Determine cause of leak (it may be the result of a clogged drain, loose counterflashing, etc.)
 - b. If necessary, make temporary repairs with non-petroleum base caulking.
 - c. On a single-ply system, never use roof cement for installation or repair of membrane or flashing, as it contains petroleum products.
 - d. Notify us of the leak, in writing, as soon as possible (within 5 days).

We feel that the preceding guidelines will assist you, the building owner, in maintaining a watertight roof for many years. Further, if your roof has a manufacturer's warranty you should also become familiar with those provisions requiring your compliance in order to maintain the manufacturer's warranty as valid. Your cooperation in this effort will be greatly appreciated.

CEI MICHIGAN LLC

P.O. Box 200
2140 Industrial St.,
Howell, MI 48843
Phone 517-548-0039
Fax 517-548-0182

Sheet Metal Endorsement

NOT TRANSFERABLE

Building Owner: City of Novi Job#: 112033

Building Location: Civic Center Roof Replacement
45175 W. Ten Mile Road
Novi, MI 48375

Date of Completion: 9/14/2012

Warranty Expires: 9-14-2014

This endorsement is attached to and made a part of the CEI Michigan LLC Systems Warranty issued to the Building Owner listed above.

CEI Michigan, LLC ("Company") hereby warrants to the Building Owner ("Owner"), subject to the terms, conditions, and limitations stated in the Roofing Systems Warranty to which this endorsement is attached, that Company will, at its cost or expense, repair or cause to be repaired any leaks in the sheet metal work resulting from defects in workmanship in the sheet metal work applied by or through Company for a period of 2 years commencing from the Date of Completion (the "Warranty Period").

Upon expiration of the Warranty Period, Company shall have no further obligation.

All Terms, Conditions and Limitations contained in the aforesaid CEI Michigan, LLC Systems Warranty are incorporated by reference herein and made a part of this Sheet Metal Endorsement without the necessity of repeating them herein.

CEI Michigan, LLC

By 

Title Eric C. Cook - President

Date 9-12-12

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

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: K0833951A

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

CONTRACT FOR:

CONTRACT DATE: 5/31/2012

PROJECT:
(Name and Address)
Civic Center Roof Replacement

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Westchester Fire Insurance Company
436 Walnut Street
Philadelphia, PA 19106

, SURETY COMPANY,

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

CEI MICHIGAN, LLC
2140 Industrial Drive
Howell, MI 48843

, 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 W. Ten Mile Road
Novi, MI 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 August 24, 2012

Attest:
Seal

Veronda Jordan

Westchester Fire Insurance Company
Surety Company

Angelo G. Zervos

Signature of Authorized Representative
Angelo G. Zervos, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Angelo G Zervos, David C Lange, Donald W Burden, Gus E Zervos, Holly Nichols, all of the City of SOUTHFIELD, Michigan, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 22 day of December 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 22 day of December, AD 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 24 day of August, 2012



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 22, 2013.

CEI MICHIGAN, LLC
COMMERCIAL ROOFING AND SHEET METAL

PO Box 200
2140 Industrial St.
Howell, MI 48843
(517) 548-0039
(517) 548-0182 Fax
www.ceigroupllc.com

9-12-2012

City of Novi
45175 W. 10 Mile Road
Novi, MI 48375

Attn: Finance Dept

Re: **Civic Center**
CEI # 112033

ENCLOSED PLEASE FIND THE ATTACHED ITEMS:

- 1 CEI Roofing Systems Warranty , Roof stickers and Care and Maintenance Information
- 1 CEI Sheet Metal Systems Warranty

- 1 Final Invoice and Consent of Surety

Warranty Contact Information

CEI Roof Services

Toll Free: 800-875-3999
Office: 517-548-0039 x121 or x138
Fax: 517-548-0182
Service E-Mail: jpayne@ceigroupllc.com

Visit our Website: www.ceigroupllc.com

CEI provides 24 hour emergency service.

In the event of an emergency service is needed, please call the CEI office at [800-875-3999](tel:800-875-3999) and follow the prompts to direct your call to the service department. This will provide you with phone numbers for the on-call technicians to contact.

You may also contact:

David Rosiek (Service Manager) at 810-588- 8027 or drosiek@ceigroupllc.com
Jim Carey (Service/Maintenance Sales) at 810-499-3171 or jcarey@ceigroupllc.com
Jodi Payne; Service/maintenance Coordinator: Cell 810-623-9295 or jpayne@ceigroupllc.com

SIGNED: Kim Ronald – Office Manager
517-548-0039 ext 139
kronald@ceigroupllc.com

SCHEDULE A
Page 44 of 48
REQUIRED BOND LANGUAGE

MAINTENANCE AND GUARANTEE BOND Bond #K0833951A

KNOW ALL MEN BY THESE PRESENTS, that we CEI Michigan, LLC.
hereinafter called the "Principal", and Westchester Fire 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
Twenty-four Thousand Six Hundred
Fifty and NO/100----- Dollars (\$ 224,650.00)

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 31st day of May, 2012, for the construction of

Civic Center Roof Replacement

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a two (2) 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 two (2) years 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.

SCHEDULE A
Page 45 of 48
REQUIRED BOND LANGUAGE

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 5th day of June, 2012

In the Presence of:

WITNESS

Kimberly Rowald

[Signature]

Wenonda Gordon

Vivian M. Lasser

Laronda Watts

K0833951A

Bond No.

(fill-in name of construction contractor)

CEI Michigan, LLC.

Principal

BY: G. Robert Cook

Title G. Robert Cook - Vice Pres.

Westchester Fire Insurance Company

Surety

BY: Holly Nichols

Title Holly Nichols, Attorney-in-fact

1660 West 2nd St., Suite 780

Address of Surety

Cleveland, OH 44113

City

Zip Code

SCHEDULE A
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REQUIRED BOND LANGUAGE

PAYMENT BOND

Bond #K0833951A

KNOW ALL MEN BY THESE PRESENTS that CEI Michigan, LLC.
as Principal, hereinafter called the CONTRACTOR, and Westchester Fire
Insurance Company

as SURETY, hereinafter called Surety, are held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, for the use and benefit of claimants hereinbelow defined, in the amount of ~~Six Hundred Fifty and NO/100----~~ ^{Two Hundred Twenty-four Thousand} Dollars (~~\$224,650.00--~~) (Amount shall be shown in both words and figures).

for the Payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has been awarded a Contract by the OWNER for the construction of

Civic Center Roof Replacement

In accordance with Plans and Specifications prepared by *City of Novi*, which award was conditioned on the CONTRACTOR providing this Payment Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall be referenced automatically be made a part hereof and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor, material, and equipment used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

A. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant,

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and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

C. SURETY'S obligation to pay a Claimant under this Payment Bond is conditioned on the Claimant providing notice of, perfecting, and prosecuting its claim in compliance with the requirements of Michigan Public Act No. 213 of 1963, as amended, and other applicable Michigan law. Any provision of this Payment Bond that conflicts with the statutory or legal requirements set forth in Michigan Public Act 213 of 1963 shall be deemed deleted herefrom, and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

At least sixty (60) days prior written notice shall be given to the OWNER by the SURETY of any intention to cancel, replace, or materially alter this bond, such notice to be given by registered mail to the OWNER and Principal.

Signed and Sealed this 5th day of June, 2012.

In the Presence of:

WITNESS

Kimberly Ronald
[Signature]

(Insert Contractor's name)

CEI Michigan, LLC.

Principal

BY: G. Robert Cook

Title G. Robert Cook Vice Pres.

WITNESS

Veronda Gordon
[Signature]
[Signature]
[Signature]

Westchester Fire Insurance Company

Surety

BY: Holly Nichols

Title Holly Nichols, Attorney-in-fact

1660 West 2nd St., Suite 780

Address of Surety

Cleveland, OH 44113

K0833951A

Bond No.

City

Zip Code

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of this said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Angelo G. Zervos, David C. Lange, Donald W. Burden, Gus E. Zervos, Holly Nichols, all of the City of SOUTHFIELD, Michigan, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the future, hereof the penalties not exceeding four million dollars & zero cents (\$4,000,000.00), and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 22 day of December 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss,
On this 22 day of December, A.D. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia this day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. GRANDY, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Grandy
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of June, 2012.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 22, 2013.

Super Safety® ANTI-FRAUD PROTECTION
FORM NO. 8800S

SWORN STATEMENT

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

ERIC C. COOK – PRESIDENT, being duly sworn, deposes and says:
That CEI MICHIGAN LLC is the (contractor) (subcontractor) for an
improvement to the following described real property situated in Novi, Michigan
described as follows:
Novi Civic Center Roof Replacement CEI # 112033
(insert legal description of property)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the 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 thereof, and that the amounts due to the persons as of the date hereof 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)
CEI	LABOR AND MATERIAL	127495.44	105030.44	22465	
ENVIROMENTAL SERVICES	SUBCONTRACTOR VACUUM	9672	9672		
ALLIED BLDG. PROD.	MATERIAL	87482.56	87482.56		
TOTALS		224650	202185	22465	0

(Some columns are not applicable to all persons listed)

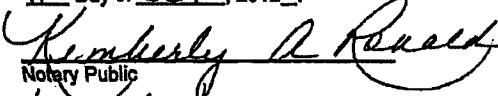
That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as PRESIDENT of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

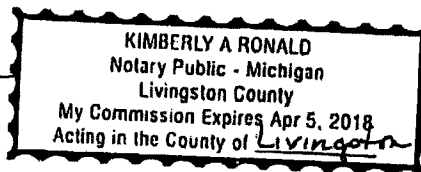
WARNING TO THE OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LEIN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

ERIC C. COOK – PRESIDENT 
(Deponent)

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this
11 Day of OCT, 2012.


Notary Public
Livingston County, Michigan
My commission expires: 4-5-18



FULL UNCONDITIONAL WAIVER

Our contract with CEI Michigan, LLC to provide
material for the improvement of the property

described as:

Novi Civic Center

CEI # 112033

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

Allied Building Products Corp.
Company Name:

Address:

2815 Hill Ave

TOLEDO, OH 43607

Phone:

Dan Smith CFS MGR

Signature DAN SMITH

Signed on: 10-10-12

877-248-1542

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

FULL UNCONDITIONAL WAIVER

Our contract with CEI Michigan, LLC to provide
material for the improvement of the property
described as:
Novi Civic Center
CEI # 112033

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

Environmental Services, Inc.
Company Name:

Address: P O Box 1771
BELLVILLE MI

Phone: 734 699 4949

Ken Thornell
Signature Ken Thornell

Signed on: 10-10-12

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