



CITY of NOVI CITY COUNCIL

**Agenda Item C
October 20, 2014**

SUBJECT: Approval of the final payment to RCL Construction Company, Inc., for the 2014 Bridge Rehabilitation Project in the amount of \$25,741.64.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 8,725.60 (Cranbrooke/Willowbrook Bridges) \$ 6,447.50 (Brookfarm Park Pedestrian Bridge) <u>\$ 10,568.54 (Retainage Account 204-000.00-019.141)</u> \$ 25,741.64 Total
AMOUNT BUDGETED	\$ 24,209.00 (Cranbrooke/Willowbrook Bridges) <u>\$ 6,448.00 (Brookfarm Park Pedestrian Bridge)</u> \$ 30,657.00 Total
LINE ITEM NUMBER	204-204.00-866.011 (Cranbrooke/Willowbrook Bridges) 204-204.00-974.060 (Brookfarm Park Pedestrian Bridge)

BACKGROUND INFORMATION:

The City is required to perform inspections on each of the bridges under the City's control every two years. This project included preventative maintenance on two of the structures as recommended by the previous inspection reports. The following improvements were completed as part of this project:

Cranbrooke Drive Bridge

- Replacement of the settled concrete pavement sections on the bridge.
- Joint and crack sealing on the bridge deck on the southbound side.
- Repair of the south abutment delamination.

Willowbrook Drive Bridge

- Stabilization of the slopes at the abutments.
- Repair of the abutment spalls at beam seats.
- Completion of a 5-foot wide sidewalk along the west side of Willowbrook from the south side of the bridge over Ingersol Creek to the north property line of Brookfarm Park.
- Elimination of open curb drainage from the bridge.
- Enclosure of the ditch along Willowbrook and installation of storm sewer.
- Installation of new guardrail and terminal for the southbound approach to the bridge.
- Removal of the existing small wooden pedestrian bridge over the wet area at the northeast corner of Brookfarm Park, north of Willowbrook Bridge.
- Regrade/reconstruct the sidewalk in the park to make an ADA compliant connection to the proposed Willowbrook Drive sidewalk.

This project also included the replacement of the pedestrian bridge over Ingersol Creek between Brookfarm Park and the Village Oaks Elementary School property. During a recent inspection, City staff observed noticeable deterioration of the bridge's structure. With the assistance of Orchard, Hiltz & McCliment (OHM), staff determined that the bridge was unsafe it was closed immediately. The replacement of this pedestrian bridge was then added to this project.

The construction contract was awarded for this project at the January 6, 2014 City Council meeting to RCL Construction Co., in the amount of \$115,102.

Engineering staff worked with the engineering consultant for this project, OHM, to review and verify the final contract payment amount of \$25,741.64 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's September 25, 2014 letter, attached).

There was one (1) approved change order issued for this project resulting in a net increase of \$1,277.02 to the construction contract, or 1.1% over the awarded amount. This change order was due to added storm sewer near the ditch enclosure at Willowbrook Drive; the fabrication of bridge rail extensions for the pedestrian bridge; and an overall balancing of all contract line items. The approved change order resulted in a final contract price of \$116,378.52.

RECOMMENDED ACTION: Approval of the final payment to RCL Construction Company, Inc., for the 2014 Bridge Rehabilitation Project in the amount of \$25,741.64.

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

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

Photos of Completed Bridge Projects



Newly replaced pedestrian bridge connecting Brookfarm Park to Village Oaks Elementary.



Rehabilitated Cranbrooke Drive Bridge over Ingersol Creek.



Willowbrook Drive Bridge Rehab and New Pathway along Willowbrook Drive and connection to Brookfarm Park Pathway



Another view of Willowbrook Drive.



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

September 25, 2014

Aaron Staup, Engineering Coordinator
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: 2014 Bridge Rehabilitation
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2014 Bridge Rehabilitation Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien Consent of Surety
4. General Purpose Bond Rider

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order.

We note that the General Contractor's Waiver of Lien is conditioned upon receipt of final payment in the amount of \$25,741.64. Based on the condition, the Contractor's final check should be held by the City and provided in exchange for the final "unconditional" waiver of lien. The Contractor will be required to pick it up from the City in person.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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

Elizabeth Kudla Saarela

Aaron Staup, Construction Engineering Coordinator
September 25, 2014
Page 2

EKS

C: Maryanne Cornelius, Clerk
Rob Hayes, Public Services Director
Carl Johnson, Finance Director / Chief Financial Officer
Brian Coburn, Engineering Manager
Ben Croy, Civil Engineer
Chris Donajkowski, OHM
Thomas R. Schultz, Esquire



CITY OF NOVI

BALANCE DUE THIS PAYMENT:

\$ 25,741.64

26300 Lee BeGale Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-8650

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 Bridge Rehabilitation	NOVI PROJECT NO.: 14-7001	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W Ten Mile Road Novi, Michigan 48375	ENGINEER: OHM Advisors, Inc 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR: RCL Construction, Inc 777 W Maynard Road Sanford, Michigan 48657 (989) 687-7319
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$115,101.50	ORIGINAL: June 4, 2014	FROM: June 29, 2014
REVISED: \$116,378.52	REVISED: July 28, 2014	TO: July 24, 2014

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No	Division A - Wilkesbrook & Cranbrook GLE 204-204.00-866.011	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
				Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0		Constr. Inspection "Crew Day"	CD	30.00	\$ 640.00	\$ 19,200.00	30.00	\$ 640.00	\$ 19,200.00	0.50	\$ 320.00	2%	28.00	\$ 14,720.00	77%
1		Mobilization, Max. 10%	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	\$ 9,000.00				1.00	\$ 9,000.00	100%
2		Guardrail, Rem.	LF	34.00	\$ 9.00	\$ 306.00	34.00	\$ 9.00	\$ 306.00				34.00	\$ 306.00	100%
3		Pavt. Rem.	SY	96.00	\$ 40.00	\$ 3,840.00	87.70	\$ 40.00	\$ 3,508.00				87.70	\$ 3,508.00	100%
4		Sidewalk, Rem.	SY	47.00	\$ 8.00	\$ 376.00	47.00	\$ 8.00	\$ 376.00				47.00	\$ 376.00	100%
5		Structures, Rem.	LS	1.00	\$ 2,880.00	\$ 2,880.00	1.00	\$ 2,880.00	\$ 2,880.00				1.00	\$ 2,880.00	100%
6		Embankment, C/P	CY	61.00	\$ 36.00	\$ 2,196.00	76.00	\$ 36.00	\$ 2,736.00	15.00	\$ 540.00	20%	76.00	\$ 2,736.00	100%
7		Erosion Control, Silt Fence	LF	400.00	\$ 3.00	\$ 1,200.00	290.00	\$ 3.00	\$ 870.00				290.00	\$ 870.00	100%
8		Erosion Control, Check Dam	LF	40.00	\$ 29.00	\$ 1,160.00	40.00	\$ 29.00	\$ 1,160.00				40.00	\$ 1,160.00	100%
9		Aggregate Base, 6-inch	SY	155.00	\$ 9.30	\$ 1,441.50	148.80	\$ 9.30	\$ 1,383.84				148.80	\$ 1,383.84	100%
10		Culv End Sect, 12-inch	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
11		Sewer, C/I W, 12-inch, Tr Det A	LF	105.00	\$ 27.00	\$ 2,835.00	99.40	\$ 27.00	\$ 2,683.80				99.40	\$ 2,683.80	100%
12		Dr Structure Cover, Type G	EA	1.00	\$ 725.00	\$ 725.00	2.00	\$ 725.00	\$ 1,450.00	1.00	\$ 725.00	50%	2.00	\$ 1,450.00	100%
13		Dr Structure, 48-inch Dia	EA	1.00	\$ 2,500.00	\$ 2,500.00	2.00	\$ 2,500.00	\$ 5,000.00	1.00	\$ 2,500.00	50%	2.00	\$ 5,000.00	100%
14		Underdrain, Bank, 4-inch	LF	35.00	\$ 6.00	\$ 210.00	46.40	\$ 6.00	\$ 278.40	11.40	\$ 68.40	25%	46.40	\$ 278.40	100%
15		HMA Crack Treatment	LF	125.00	\$ 3.00	\$ 375.00	161.00	\$ 3.00	\$ 483.00	36.00	\$ 108.00	22%	161.00	\$ 483.00	100%
16		Conc Pavt, Misc. Nonreinf, 8-inch	SY	96.00	\$ 48.00	\$ 4,608.00	87.70	\$ 48.00	\$ 4,209.60				87.70	\$ 4,209.60	100%
17		Bridge Curb	LF	100.00	\$ 23.00	\$ 2,300.00	95.10	\$ 23.00	\$ 2,187.30				95.10	\$ 2,187.30	100%
18		Modular Block Retaining Wall	SF	68.00	\$ 70.00	\$ 4,760.00	67.00	\$ 70.00	\$ 4,690.00				67.00	\$ 4,690.00	100%
19		Hand Chipping, Other fish Deck	CF	20.00	\$ 300.00	\$ 6,000.00	14.30	\$ 300.00	\$ 4,290.00				14.30	\$ 4,290.00	100%
20		Patch Forming	SF	40.00	\$ 19.00	\$ 760.00	28.20	\$ 19.00	\$ 535.80				28.20	\$ 535.80	100%
21		Placing Conc, C-L	CY	2.00	\$ 3,691.00	\$ 7,382.00	0.53	\$ 3,691.00	\$ 1,956.23				0.53	\$ 1,956.23	100%
22		Curb and Gutter, Bridge Approach	LF	66.00	\$ 26.00	\$ 1,716.00	97.70	\$ 26.00	\$ 2,540.20	11.70	\$ 304.20	12%	97.70	\$ 2,540.20	100%
23		Sidewalk, Conc, 4-inch	SF	1110.00	\$ 5.00	\$ 5,550.00	1064.25	\$ 5.00	\$ 5,321.25				1064.25	\$ 5,321.25	100%
24		Guardrail, Type B	LF	15.00	\$ 65.00	\$ 975.00	15.00	\$ 65.00	\$ 975.00				15.00	\$ 975.00	100%
TOTAL THIS SHEET						\$ 63,915.50			\$ 59,120.42	\$ 4,245.60			\$ 59,120.42	100%	



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 Bridge Rehabilitation

NOVI PROJECT NO.: 14-7001

PAYMENT NO.: FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

CITY OF NOVI

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 10/6/14

RCL Construction, Inc.

Contractor Company

[Signature] V.P.
Contractor Authorized Signature

By: Rodney E. Bruner
Print Name

Date: 9/2/14

[Signature]
By: Brian Coburn, PE., Engineering Manager

Dated: 10/6/14

OHM Advisors, Inc.

Consultant Firm

[Signature]
Consultant Authorized Signature

By: Chris S. Donalowski
Print Name

Date: 9-23-2014

All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

CREW DAYS - TRACKING BY DIVISION


Project: 2014 Bridge Rehabilitation


Novi Project No.: 14-7001


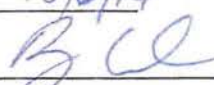
Contractor: RCL Construction, Inc.

Engineer: OHM Advisors, Inc.

DIVISION	DESCRIPTION	ORIGINAL	ADD/DEDUCT	CO#	REVISED	USED (By Pay Estimate)										TOTAL	REMAINING	
						FE#1	FE#2	FE#3	FE#4	FE#5	FE#6	FE#7	FE#8	FE#9	FE#10			FINAL
A	Willowbrook/Cranbrie	25.00			25.00	12.50	6.50									0.00	19.00	6.00
B	Brookfarm Ped Bridge	5.00			5.00	3.50	0.00									0.50	4.00	1.00
TOTALS		30.00	0.00		30.00	16.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	23.00	7.00

RCL Construction, Inc. _____ Date: 9/25/14
 Contractor Company

 Contractor Authorized Signature
 By: Sam Loedtke
 Print Name

OHM Advisors, Inc. _____ Date: 9/25/14
 Consultant Firm

 Consultant Authorized Signature
 By: Chris S. Danajkowski
 Print Name

CITY OF NOVI _____

 By: Aaron J. Staup, Construction Engineering Coordinator
 Date: 10/6/14

 By: Brian Ceburn, P.E., Engineering Manager
 Date: 10/6/14

* Consultant to provide Engineering Services Amendment form with any Pay Application, adding or deducting crew days to or from the contractor.



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Midland

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

Vice President of the RCL Construction Co., Inc.
(Title) (Firm Name)

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

2014 Bridge Rehabilitation
(Description of Improvement)

located at: Willowbrook Drive, Novi, Michigan

The total amount of the contract is \$116,378.52 of which I have received payment of \$95,116.88 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

Signed this 2nd day of September, 2014

Name: RCL Construction Co., Inc.
(individual/corporation/partnership)

By: [Signature] V.P. Attest: [Signature]
Rodney E. Baure ^(title) Vice-Pres. Sam Luedtke, Project Mgr.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: [Signature]
Sherry L. Harris

My Commission Expires: 07/14/17

NOTARY SEAL

SHERRY L. HARRIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GLADWIN
My Commission expires July 14, 2017
Acting in the County of Midland

SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor or Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Chippewa Asphalt	Joint Sealant	\$1,700.00	\$1,700.00		0.0%	\$0.00
Finishing Touch Photo	Video	\$1,125.00	\$1,125.00		0.0%	\$0.00
Riteway Fence	Guardrail	\$2,000.00	\$2,000.00		0.0%	\$0.00
All Labor and Material Paid to date						\$0.00
TOTALS		\$4,825.00	\$4,825.00	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$115,101.50 </u>	Work Completed to Date: <u> \$116,378.52 </u>
Plus: Extras to Contract: <u> \$1,277.02 </u>	Less: Total Retainage: <u> \$0.00 </u>
Total: Contract plus Extras: <u> \$116,378.52 </u>	Less: Amount Previously Paid: <u> \$95,116.88 </u>
Less: Credits to Contract: <u> </u>	Less: Amount of this Request: <u> \$25,741.64 </u>
Total: Adjusted Contract: <u> \$116,378.52 </u>	Total Balance Due: <u> -\$4,480.00 </u>



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with RCL Construction Co., Inc. to provide
(Prime Contracting Party)

Crack Sealant for the improvement of the property
(Type of service)

described as 2014 Bridge Rehabilitation
(Project Name)

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.

Signed on: 9/17/14 [Signature]
(Signature of Lien Claimant)

Loeake Agotte
(Printed Name of Lien Claimant)

Office Admin
(Title of Lien Claimant)

Company Name: CHIFFELOW ASPHALT PAVING
Address: PO Box 575, Clio MI 48420
Telephone: 810 238 2660

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

RECEIVED
SEP 16 2014

14065



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with RCL Construction Co., Inc. to provide
(Prime Contracting Party)

Audio/Video write survey for the improvement of the property
(Type of service)

described as 2014 Bridge Rehabilitation
(Project Name)

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.

Signed on: 9/13/14

C. Hurley
(Signature of Lien Claimant)



C. Hurley
(Printed Name of Lien Claimant)

Officer
(Title of Lien Claimant)

Company Name: _____
Address: FINISHING TOUCH
PHOTO & VIDEO
25095 25 MILE RD.
CHESTERFIELD, MI 48051
Telephone: (586) 749-3340

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with RCL Construction Co., Inc. to provide
(Prime Contracting Party)

Guard Rail for the improvement of the property
(Type of service)

described as 2014 Bridge Rehabilitation
(Project Name)

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.

Signed on: 9/22/14 Christy Grundner
(Signature of Lien Claimant)

Christy Grundner
(Printed Name of Lien Claimant)

Controller
(Title of Lien Claimant)

Company Name: Rite Way Fence, Inc.

Address: 6539 Burroughs Ave. Sterling Heights MI

Telephone: (586) 262-3730 48314

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

FULL CONDITIONAL WAIVER

My/our contract with City of Novi to provide service for the improvement to the property described as: Novi 2014 Bridge Rehabilitation having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

This waiver is conditional on actual payment of \$ 25,741.64

Rodney E. Bauer, Vice-President

(signature of lien claimant)



RCL Construction Co., Inc.

Signed on: 9/02/14

Address: 777 W. Maynard Rd.

Telephone: 989-687-7319

Sanford, MI 48657

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

RECEIVED
S E B 14

Bond No. **MIC60587**

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and Address)

**City of Novi
26300 Lee Be Gole Dr.
Novi, MI 48375**

PROJECT:
(Name and address)
2014 Bridge Rehabilitation

ARCHITECT'S PROJECT NO:

CONTRACT FOR: **Construction**

CONTRACT DATED:

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

**Merchants Bonding Company (Mutual)
PO Box 3018
Bothell, WA 98041-3018**

, SURETY,

on bond of
(Insert name and address of Contractor)

**RCL Construction Company, Inc.
777 W. Maynard Rd.
Sanford, MI 48657**

, CONTRACTOR,

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

**City of Novi
26300 Lee Be Gole Dr.
Novi, MI 48375**

, OWNER,

as set forth in said Surety's bond number **MIC60587**

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **09/03/2014**
(Insert in writing the month followed by the numeric date and year)

Merchants Bonding Company (Mutual)
(Surety)
Theresa A. Lamb
(Signature of authorized representative)

Attest
(Seal)

[Signature]
Witness

Theresa A. Lamb, Attorney-in-Fact
(Printed name and title)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Andy D Prill; Brandon K Bush; Chad M Epple; Darlene Jakielski; Jim S Kuich; Jim W Doyle; Julie M Glover; Michael A Murphy; Nancy J Osborne; S M Scott; Steve Wagner; Theresa A Lamb

of Bothell and State of Washington their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surely any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 24th day of January, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of September, 2014.



William Warner Jr.
Secretary

INCREASE/DECREASE RIDER

RIDER to be attached to and form a part of Bond No. MIC60587 wherein Merchants Bonding Company (Mutual) COMPANY is named as Surety, on behalf of RCL Construction Company, Inc. , as Principal, in favor of City of Novi in the sum of One Hundred Fifteen Thousand One Hundred One Dollars and 50/100 (\$115,101.50) , dated

IT IS HEREBY UNDERSTOOD AND AGREED that effective the 28 day of July, 2014 the penalty of this bond is Increased from: (\$115,101.50) to (\$116,378.52) One Hundred Sixteen Thousand Three Hundred Seventy-Eight Dollars and 52/100

Provided, however, that the liability of the Principal and Surety hereon shall not be cumulative or in any event exceed the larger amount referred to herein.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

Signed, sealed and dated this 2nd day of September, 2014

RCL Construction Company, Inc.

BY: [Signature] V.P. (Principal)

Merchants Bonding Company (Mutual)

BY: [Signature] Theresa A. Lamb Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Andy D Prill; Brandon K Bush; Chad M Epple; Darlene Jakielski; Jim S Kuich; Jim W Doyle; Julie M Glover; Michael A Murphy; Nancy J Osborne; S M Scott; Steve Wagner; Theresa A Lamb

of Bothell and State of Washington their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surely any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 24th day of January, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of September, 2014.



William Warner Jr.
Secretary