



# CITY of NOVI CITY COUNCIL

Agenda Item L  
December 21, 2009

**SUBJECT:** Approval of the final payment to Nagle Paving Company for the Vista Hills Pavement Resurfacing project in the amount of \$18,853.66.

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

**CITY MANAGER APPROVAL:** *RTA*

EXPENDITURE REQUIRED	\$153,910.66
AMOUNT BUDGETED	\$190,000.00
APPROPRIATION REQUIRED	n/a
LINE ITEM NUMBER	203-203.00-865.197

## BACKGROUND INFORMATION:

The City's consulting engineer for this project, Anderson, Eckstein & Westrick, Inc., (AEW) administered the construction contract for the Vista Hills Pavement Resurfacing project. AEW has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Nagle Paving Company of Novi, MI (AEW's Final Pay Estimate No. 2, attached).

The work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$18,853.66 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's December 10, 2009 letter also attached). The original contract was approved at the June 1, 2009 City Council meeting in the amount of \$190,000.00.

There were two (2) change orders associated with the project. Change Order No. 1 involved extras initiated by the City for additional work on several drainage structures, curb replacement and sprinkler repairs in the amount of \$12,937.36. Change Order No. 2 was a decrease in the contract price for a balancing of work items and inspection days in the amount of \$33,206.70 (A further explanation of Change Order No. 2 follows below). The overall work resulted in a net savings of \$36,089.34 on this project.

For this project, the Engineering Division instituted the concept of Crew Days which is defined as any operation performed by the contractor that requires a full time construction observer. The contractor will bid the number of Crew Days he estimates it will take to substantially complete the project at a predetermined rate for the consulting engineer's inspector. If the contractor completes the work using fewer Crew Days than stated in the bid, then upon final payment, he shall receive an amount equal to the unused Crew Days. If the contractor has exceeded the number of Crew Days stated in the bid, then the City will deduct an amount equal to the number of excess Crew Days used from the contract price to pay the Consultant for additional construction inspection and contract administration time.

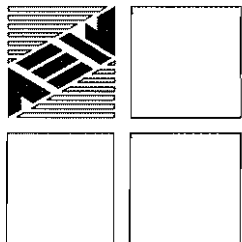
For this project, the contractor bid 12 crew days and used a total of 28.25 crew days, resulting in an overage of 16.25 crew days. As a result of the overage, the contract amount will be reduced by \$9,100 (16.25 crew days times \$560.00 per crew day) to offset the additional work effort of the consultant to provide inspection services for the additional crew days. (AEW's fee adjustment equaling \$9,100 is a separate item on this agenda).

The remaining \$26,989 of the \$190,000 contribution by the Homeowner's Association will be used in 2010 for preventative maintenance tasks (such as crack sealing and catch basin repair) on Vista Hills streets that were not included in this project.

**RECOMMENDED ACTION:** Approval of the final payment to Nagle Paving Company for the Vista Hills Pavement Resurfacing project in the amount of \$18,853.66.

	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				



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**

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

September 25, 2009  
Revised October 1, 2009

Aaron Staup, Construction Coordinator  
City of Novi  
26300 Delwal Drive  
Novi, Michigan 48375

Reference: Request for Fee Adjustment  
Vista Hills Pavement Resurfacing  
AEW Project No. 0822-0014

Dear Aaron:

As you are aware, inspection fees for the referenced project are charged through the construction contract via the "Crew Day." Based on our agreement for engineering services, our fee for Crew Days is \$560 per day. For this project, the Contractor, Nagle Paving, used 28.25 Crew Days, even though they only bid 12. This overage of 16.25 Crew Days is due to a change in the scope of work due to the addition of structure adjustments, slow progress by the Contractor, and several instances in which the Contractor did not work but failed to cancel previously scheduled inspection.

Typically, the entire overage amount is backcharged to the Contractor. However, since structure adjustments were added to the scope of this project by the City, the Contractor was granted an additional 7 Crew Days (\$3,920) at the City's expense. The Contractor was backcharged the remaining 9.25 Crew Days (\$5,180) on the previous pay estimate for this project.

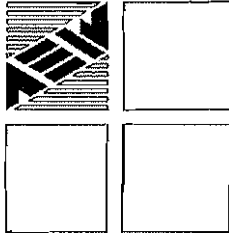
As such, we request an adjustment to our inspection fee of **\$9,100** to account for the 16.25 additional Crew Days required for the successful completion of this project. If you have any questions, please call.

Sincerely,

Jennifer L. Chehab, PE  
Senior Project Engineer

cc: Ben Croy, City of Novi

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## ANDERSON, ECKSTEIN AND WESTRICK, INC.

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

December 10, 2009

Aaron Staup, Construction Coordinator  
City of Novi  
26300 Delwal Drive  
Novi, Michigan 48375

Reference: Vista Hills Pavement Resurfacing  
AEW Project No. 0822-0014

Dear Aaron:

During construction of the Vista Hills project, the City decided to add structure adjustments and reconstruction to the project. Contract modification #1 increases the contract to reflect this additional work, including seven crew days. Additionally, the contractor removed and replaced much less base material than was anticipated prior to construction because, overall, the base was in better condition than expected. Contract modification #2 (final balancing) reduces the contract to reflect actual quantities constructed. Below is the final accounting for the project:

Original amount bid (base bid and Alternate B):	\$173,247.75
<b>Amount awarded (contract amount):</b>	<b>\$190,000.00</b>
Contract modification #1 (increase):	<u>+ \$12,937.36</u>
New contract amount:	\$202,937.36
Contract modification #2 (decrease):	<u>- \$33,206.70</u>
<b>Final contract amount:</b>	<b>\$169,730.66</b>
Estimate #1 (September, 2009):	\$135,057.00
Estimate #2 (Current estimate, Final):	<u>\$ 18,853.66</u>
	\$153,910.66
Crew Days (Shown as "current adjustments"; 28.25 total):	<u>\$ 15,820.00</u>
	\$169,730.66

If you have any questions regarding the final accounting, please call.

Sincerely,

  
Nancy E. Shirkey, PE  
Senior Project Engineer

cc: Ben Croy, City of Novi  
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December 10, 2009

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

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

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

Re: **Vista Hills Pavement Resurfacing**  
**Nagle Paving Company – Closing Documents**  
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Vista Hills Pavement Resurfacing Project:

- Final Pay Estimate No. 2
- Engineer's Certificate
- Change Order Nos. 1 and 2
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond

Subject to approval of the Final Pay Estimate No. 2 by the City's Public Services Director, the closing documents appear to be in order.

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

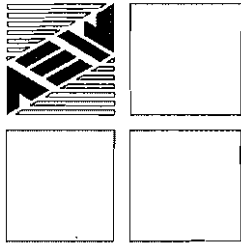
Very truly yours,



ELIZABETH M. KUDLA

EMK

cc: Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Rob Hayes, DPS Director  
Brian Coburn, Senior Civil Engineer  
Aaron Staup, Construction Engineering Coordinator  
Jennifer Chehab, AEW  
Thomas R. Schultz, Esquire



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**

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

November 19, 2009

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

Reference: Vista Hills Pavement Resurfacing  
City of Novi  
AEW No. 822-014

Dear Mr. Staup:

Enclosed please find Estimate No. 2 (Final), three copies each of Change Order No. 1 and 2 (Balancing), a Contractor's Sworn Statement and a Consent of Surety for the above referenced project. We recommend issuing final payment for the **Net Earnings this Period** (See Page 2) in the amount of **\$18,853.66** to Nagle Paving Company, 39525 W. 13 Mile Road, Suite 300, Novi, Michigan 48377.

Please sign all copies of Change Order No. 1 and 2 and return one copy of each to our office and Nagle Paving Company.

Please contact our office if you have any questions or comments.

Sincerely,



Jennifer L. Chehab PE

cc: Brian Coburn, PE Novi Senior Civil Engineer  
Nagle Paving Company

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# Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

11/3/2009 9:19 AM

FieldManager 4.4a

**Contract: .0822-0014, Vista Hills Pavement Rehabilitation**

<b>Estimate No.</b> 2	<b>Estimate Date</b> 11/3/2009	<b>Entered By</b> Carrie L Freeland	<b>Estimate Type</b> Final	<b>Managing Office</b> AEW
<b>All Contract Work Completed</b> 10/18/2009	<b>Construction Started Date</b>	<b>Prime Contractor</b> Nagle Paving Company 39525 West 13 Mile Road, Suite 300 Novi MI 48377		
<b>Comments</b> FINAL ESTIMATE				

## Item Usage Summary

**Project: Base Bid, PO , Base Bid**

**Category: 0000,**

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Aggregate Base, Modified	Cyd	3027021	0030	0030	00	000	17.700	19.00	\$336.30
_ Drainage Structure - adjustment	Ea	4037050	0200	0130	SA	001	20.000	200.00	\$4,000.00
_ Drainage Structure - point up	Ea	4037050	0210	0140	SA	001	1.000	100.00	\$100.00
_ Drainage Structure - reconstruct	Ft	4037001	0205	0135	SA	001	2.100	300.00	\$630.00
_ Observation of Material and Work to be Performed (Crew Day)	Wday	8507042	0230	0160	SA	001	7.000	560.00	\$3,920.00
_ Restoration for Structure Adjustment	LS	8167051	0220	0150	SA	001	1.000	1,260.00	\$1,260.00
_ Sprinkler Repairs	LS	8167051	0225	0155	SA	001	1.000	206.36	\$206.36
<b>Subtotal for Category 0000:</b>									<b>\$10,452.66</b>
<b>Subtotal for Project Base Bid, PO :</b>									<b>\$10,452.66</b>

**Project: Clay Court - , Alternate B**

**Category: 0000,**

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Curb & Gutter	Ft	8027001	0235	0200	SA	001	80.600	35.00	\$2,821.00
<b>Subtotal for Category 0000:</b>									<b>\$2,821.00</b>
<b>Subtotal for Project Clay Court - :</b>									<b>\$2,821.00</b>
<b>Total Estimated Item Payment:</b>									<b>\$13,273.66</b>



# Construction Pay Estimate Report

## Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
<b>Total Liquidated Damages:</b>				<b>\$0</b>

## Pre-Voucher Summary

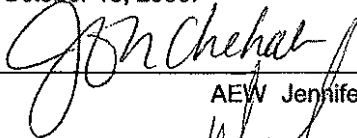
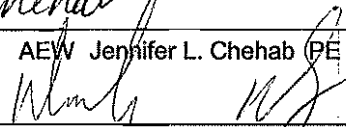
Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
Base Bid, PO , Base Bid	0002	\$10,452.66	\$0.00	\$10,452.66
Clay Court - , Alternate B	0002	\$2,821.00	\$0.00	\$2,821.00
<b>Voucher Total:</b>				<b>\$13,273.66</b>

## Summary

Current Voucher Total:	\$13,273.66	Earnings to date:	\$169,730.66
-Current Retainage:	(\$9,500.00)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$3,920.00	- Adjustments to date:	\$15,820.00
<b>Total Estimated Payment:</b>	<b>\$18,853.66</b>	Net Earnings to date:	\$153,910.66
		- Payments to date:	\$135,057.00
		<b>Net Earnings this period:</b>	<b>\$18,853.66</b>

## Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of October 18, 2009.

 _____ AEW Jennifer L. Chehab (PE)	11-19-09 _____ (Date)
 _____ Nagle Paving Company RICK BEIZ	11-9-09 _____ (Date)





# Contract Modification

**Contract: .0822-0014, Vista Hills Pavement Rehabilitation**

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
1		11/2/2009	\$12,937.36	\$190,000.00
<b>Route</b>				
<b>Contract Location</b> Vista Hills Subdivision				

### Short Description

Additional work

### Description of Changes

Additional structure related work requested by the City

### New Items

Project: Base Bid, PO , Base Bid

Category: 0000,

Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
_ Drainage Structure - adjustment	4037050	0200	Extra	Ea	20.000	200.00000	\$4,000.00
Reason: additional work							
_ Drainage Structure - reconstruct	4037001	0205	Extra	Ft	2.100	300.00000	\$630.00
Reason: Additional work							
_ Drainage Structure - point up	4037050	0210	Extra	Ea	1.000	100.00000	\$100.00
Reason: additional work							
_ Restoration for Structure Adjustment	8167051	0220	Extra	LS	1.000	1,260.00000	\$1,260.00
Reason: Additional work							
_ Sprinkler Repairs	8167051	0225	Extra	LS	1.000	206.36000	\$206.36
Reason: Additional work							



Anderson, Eckstein and Westrick, Inc.

### Contract Modification

11/2/2009 3:49 PM

FieldManager 4.4a

#### New Items

Project: Base Bid, PO , Base Bid

Category: 0000,

Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
_ Observation of Material and Work to be Performed (Crew Day)	8507042	0230	Extra	Wday	7.000	560.00000	\$3,920.00

Reason: Additional work

Subtotal for Category 0000: \$10,116.36

Subtotal for Project Base Bid, PO : \$10,116.36

Project: Clay Court - , Alternate B

Category: 0000,


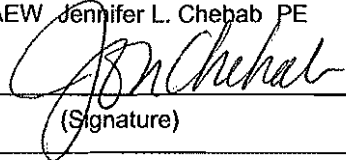
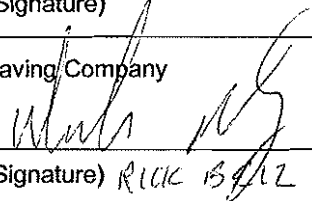
Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
_ Curb & Gutter	8027001	0235	Extra	Ft	80.600	35.00000	\$2,821.00

Reason: Related to structure adjustment

Subtotal for Category 0000: \$2,821.00

Subtotal for Project Clay Court - : \$2,821.00

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

CITY OF NOVI  (Signature)	12/01/09 (Date)	AEW Jennifer L. Chehab PE  (Signature)	11-19-09 (Date)
Nagle Paving Company  (Signature) RICK BELL	11-9-09 (Date)		



# Contract Modification

Anderson, Eckstein and Westrick, Inc.

11/3/2009 8:29 AM

FieldManager 4.4a

**Contract: .0822-0014, Vista Hills Pavement Rehabilitation**

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
2		11/3/2009	\$-33,206.70	\$190,000.00
<b>Route</b>				
<b>Contract Location</b> Vista Hills Subdivision				

## Short Description

Balancing Contract Modification

## Description of Changes

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

## Increases / Decreases

Project: Base Bid, PO , Base Bid

No F

Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
Curb and Gutter, Rem	2040006	0015	Original	Ft	267.000	15.00000	\$4,005.00
_ Misc Excavation, Earth	2057021	0020	Original	Cyd	-1,090.000	8.00000	\$-8,720.00
_ Aggregate Base, Modified	3027021	0030	Original	Cyd	-1,042.300	19.00000	\$-19,803.70
Reason: Balance							
Dr Structure, Temp Lowering	4030054	0035	Original	Ea	-1.000	100.00000	\$-100.00
Cold Milling HMA Surface	5020003	0045	Original	Syd	-500.000	1.75000	\$-875.00
Joint and Crack, Cleanout	5020015	0050	Original	Ft	36.000	5.00000	\$180.00



# Contract Modification

## Increases / Decreases

Project: Base Bid, PO , Base Bid

No F

Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
Pavt Joint and Crack Repr, Det 7	5020020	0055	Original	Ft	36.000	5.00000	\$180.00
Hand Patching	5020025	0060	Original	Ton	-4.000	58.00000	\$-232.00
HMA, 13A	5020034	0065	Original	Ton	8.000	58.00000	\$464.00
_ Misc HMA, Base Repr, Patching	5027031	0070	Original	Ton	42.000	58.00000	\$2,436.00
_ Curb and Gutter, Conc, 4 inch, Mountable	8027001	0075	Original	Ft	257.000	35.00000	\$8,995.00
_ Sidewalk Ramp, ADA, 4 inch	8037010	0080	Original	Sft	166.500	20.00000	\$3,330.00
Pavt Mrkg, Spray Thermopl, 4 inch, White	8110083	0085	Original	Ft	-5.000	2.00000	\$-10.00
Pavt Mrkg, Spray Thermopl, 4 inch, Yellow	8110084	0090	Original	Ft	117.000	2.00000	\$234.00
_ Pavt Mrkg, Primerless Patterned Tape, 18 inch, Stop Bar	8117001	0095	Original	Ft	-6.000	35.00000	\$-210.00
_ Sidewalk, Rem	8507010	0115	Original	Sft	98.000	3.00000	\$294.00



### Contract Modification

#### Increases / Decreases

Project: Base Bid, PO , Base Bid

No F

Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
_ Field Order #1 (Scope to be determined)	8507051	0125	Original	LS	-1.000	16,752.25000	\$-16,752.25

Reason: Balance

Subtotal for Category 0000: \$-26,584.95

Subtotal for Project Base Bid, PO : \$-26,584.95

Project: Clay Court - , Alternate B

Exempt Fec

Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
_ Misc Excavation, Earth	2057021	0135	Original	Cyd	-190.000	8.00000	\$-1,520.00
_ Aggregate Base, Modified	3027021	0140	Original	Cyd	-190.000	19.00000	\$-3,610.00
Cold Milling HMA Surface	5020003	0150	Original	Syd	-157.000	2.75000	\$-431.75
Joint and Crack, Cleanout	5020015	0155	Original	Ft	114.000	5.00000	\$570.00
Hand Patching	5020025	0160	Original	Ton	-8.000	61.00000	\$-488.00
HMA, 13A	5020034	0165	Original	Ton	66.000	61.00000	\$4,026.00
_ Pavt Joint and Crack Repr, Det 7, Modified	5027001	0170	Original	Ft	114.000	5.00000	\$570.00



### Contract Modification

#### Increases / Decreases

Project: Clay Court -, Alternate B

Exempt Fec

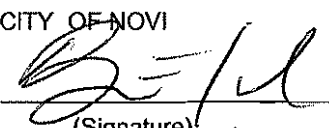
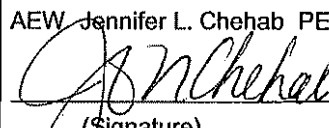
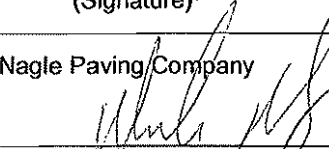
Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
_ Misc HMA, Base Repr, Patching	5027031	0175	Original	Ton	-58.000	61.00000	\$-3,538.00
_ Sidewalk Ramp, ADA, 4 inch	8037010	0180	Original	Sft	-55.000	30.00000	\$-1,650.00
_ Sidewalk, Rem	8507010	0190	Original	Sft	-55.000	10.00000	\$-550.00

Subtotal for Category 0000: \$-6,621.75

Subtotal for Project Clay Court - : \$-6,621.75

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

CITY OF NOVI  (Signature)	<u>12/10/09</u> (Date)	AEW Jennifer L. Chehab PE  (Signature)	<u>11-19-09</u> (Date)
Nagle Paving Company  (Signature) RICK BEITZ	<u>11-9-09</u> (Date)		

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

Owner \_\_\_\_\_  
Architect \_\_\_\_\_  
Contractor \_\_\_\_\_  
Surety \_\_\_\_\_  
Other \_\_\_\_\_ **929477073**

**PROJECT: Vista Hills Pavement Resurfacing**  
(name, address)

**TO: (Owner)**  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

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

**CONTRACT DATE:**

**CONTRACTOR:**  
Nagle Paving Company  
39525 West 13 Mile Road  
Novi, MI 48377

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

**Western Surety Company**  
27555 Executive Dr., Suite 350  
Farmington Hills, Michigan 48331

**, SURETY COMPANY**

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

**Nagle Paving Company**  
39525 West 13 Mile Road  
Novi, Michigan 48377

**, 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, Michigan 48375


**, OWNER,**

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

**IN WITNESS WHEREOF,**

the Surety Company has hereunto set its hand this **11th** day of **November,** **2009**

Surety Company  
**Western Surety Company**

  
Signature of Authorized Representative

Attest:  
(Seal):



**Susan L. Belloli - Attorney-In-Fact**

Title

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

AIA DOCUMENT G707-CONSENT OF SURETY COMPANY TO FINAL PAYMENT-APRIL 1970 EDITION-AIA®

ONE

PAGE

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# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steven K Brandon, T J Griffin, William A Pirret, John L Budde, Susan L Belloli, Terence J Griffin, Individually**

of Farmington Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2009.



WESTERN SURETY COMPANY

Paul T. Bruffat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of June, 2009, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11 day of November, 2009.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



**SWORN STATEMENT**

STATE OF MICHIGAN )  
 )SS  
 COUNTY OF OAKLAND )

Rick Belz, being duly sworn, deposes and says:

That he makes Sworn Statement on behalf of NAGLE PAVING who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County Michigan, and described as follows: (Insert legal description from Notice of Commencement)

Vista Hills  
 Novi, MI

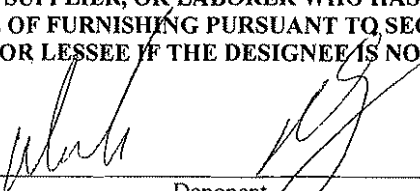
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof 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 (opt)	Amt of labor wages due but unpaid	Amt of labor fringe benefits & withholding due but unpaid
Nagle Paving	Asphalt Paving	153,910.56	135,057.00	18,853.66	0.00	0.00	0.00
Shaw Contracting		Paid in Full					
Sweep Master		Paid in Full					
PK Contracting		Paid in Full					
A&R Sealcoat		Paid in Full					
GAZ Contracting		Paid in Full					
Construction Video Media		Paid in Full					
Lakeside Materials (Prairie)		Paid in Full					
Nagle Paving	Paving	All labor, fringes, payroll taxes and other payroll obligations paid in full					
<b>TOTALS</b>		153,910.56	135,057.00	18,853.66	0.00	0.00	0.00

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.

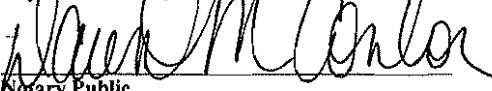
Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Project Manager of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property 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 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 LIEN ACT TO THE DEIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
 \_\_\_\_\_  
 Deponent

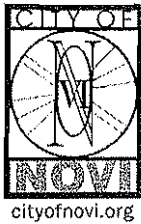
**WARNING TO DEPONENT: AN PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.**

Subscribed and sworn to before me this 13th  
 Day of November, 2009

  
 \_\_\_\_\_  
 Notary Public

**DAWN M. CONLON**  
 Notary Public, State of Michigan, County of Macomb  
 My Commission Expires December 27, 2011  
 Acting in the County of Oakland

Macomb County, Michigan  
 My commission expires: December 27, 2011



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with CITY OF NOVI to provide  
(Prime Contracting Party)

ASPHALT PAVING for the improvement of the property  
(Type of service)

described as VISTA HILLS  
(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: 12/2/09

[Handwritten Signature]  
(Signature of Lien Claimant)

BILL JAVELE  
(Printed Name of Lien Claimant)

CONTROLLER  
(Title of Lien Claimant)

Company Name: NAGLE PAVING COMPANY

Address: 39525 N. 13 MILE RD., STE 300 NOVI, MI 48377

Telephone: 248.553.0600

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Nagle Paving Company to provide  
(Prime Contracting Party)

asphalt maintenance for the improvement of the property  
(Type of service)

described as Vista Hills  
(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: 12/07/09 TV Ricelli  
(Signature of Lien Claimant)

Thomas V. Ricelli  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: A + R Sealcoating, Inc.

Address: 4882 Pontiac Lake Road, Waterford, Mich. 48328

Telephone: 248-674-8500

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



### FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Nagle Paving Co. to provide  
(Prime Contracting Party)  
Concrete + Other related Material for the improvement of the property  
(Type of service)  
 described as Novi Vistas - Sandstone  
(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: 12/7/09 Debra A. Javit  
(Signature of Lien Claimant)  
DEBRA A. JAVIT  
(Printed Name of Lien Claimant)  
Agent  
(Title of Lien Claimant)

Company Name: Prairie Lakeside - Spartan Concrete  
 Address: 40 Floral Ave. Mt. Clemens MI 48043  
 Telephone: 586-468-1405

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with NAGLE PAVING COMPANY to provide  
(Prime Contracting Party)  
COLDMILLING SERVICES for the improvement of the property  
(Type of service)  
described as VISTA HILLS RESURFACING / CITY OF NOVI  
(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: 12/7/2009

*Brad R Shaw*  
(Signature of Lien Claimant)

BRAD R SHAW  
(Printed Name of Lien Claimant)

SECRETARY / TREASURER  
(Title of Lien Claimant)

Company Name: CRS / SHAW CONTRACTING CO.

Address: P.O. BOX 41 KAWKAWLIN, MI 48631

Telephone: 989-684-0014

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



# FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Nagle Paving-Co to provide  
(Prime Contracting Party)

Pavement Markings for the improvement of the property  
(Type of service)

described as VISTA Hills  
(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: 12-8-09

Sandy Bitner  
(Signature of Lien Claimant)

**Sandy Bitner, Agent**  
(Printed Name of Lien Claimant)

\_\_\_\_\_  
(Title of Lien Claimant)

Company Name: PK Contracting  
1965 Barrett Dr.  
 Troy, MI 48068  
 (248) 562-2130

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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



# FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with NABLE PAVING INC. to provide  
(Prime Contracting Party)

SAW CUTTING for the improvement of the property  
(Type of service)

described as VISTA HILLS Novi, Mi.  
(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: 12-7-09

Joseph A. Gazdecki  
(Signature of Lien Claimant)

JOSEPH A. GAZDECKI  
(Printed Name of Lien Claimant)

PRESIDENT  
(Title of Lien Claimant)

Company Name: GAZ CONTRACTING, INC.

Address: 31095 SCHOOLCRAFT RD. LIVONIA MI. 48150

Telephone: 734-425-1555

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



### FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with NAGLE Paving to provide  
(Prime Contracting Party)

Sweeping for the improvement of the property  
(Type of service)

described as VISTA HILLS, NOVI  
(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: 12/7/09

[Signature]  
(Signature of Lien Claimant)

Randy Kizil  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: SWEEPMASTER

Address: 2248 STAR CT R.H. 48309

Telephone: 248 678 8258

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





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Nagle Paving Company to provide  
(Prime Contracting Party)

construction video documentation for the improvement of the property  
(Type of service)

described as Novi, MI - Vista Hills Subdivision Resurfacing Project  
(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: 12/7/09

(Signature of Lien Claimant)

Dwight C. Spengler

(Printed Name of Lien Claimant)

President

(Title of Lien Claimant)

Company Name: Construction Video Media, Inc.

Address: 111 E Newberry St. Romeo, MI 48065

Telephone: 800-346-3342

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

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Nagle Paving Company  
hereinafter called the "Principal", and Western Surety 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 One Hundred Ninety  
Thousand and No/100----- Dollars (\$190,000.00)  
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

*Vista Hills Pavement Resurfacing*

AND WHEREAS, this Contract was awarded upon the express condition that the  
Principal would furnish a [FILL-IN TERM OF BOND] 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.

Emergency repair 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 repair 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 8 day of June, 2009.

In the Presence of:

WITNESS

(fill-in name of construction CONTRACTOR)

[Signature]

Nagle Paving Company  
Principal

RICK BELZ, PRES MGR  
Title

Western Surety Company

Surety

[Signature]

Susan L Belloli  
Title Attorney-in-Fact

27555 Executive Dr, Suite 350

Address of Surety

Farmington Hills, MI 48331

929477073

Bond No.

City

Zip Code



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steven K Brandon, T J Griffin, William A Pirret, John L Budde, Susan L Belloli, Terence J Griffin, Individually**

of Farmington Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 18th day of May, 2007.



WESTERN SURETY COMPANY

Paul T. Bruffat, Senior Vice President

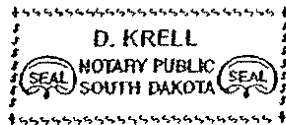
State of South Dakota  
County of Minnehaha

} ss

On this 18th day of May, 2007, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9 day of June 2009



WESTERN SURETY COMPANY

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

# City of Novi



## Vista Hills Location Map

