



## CITY of NOVI CITY COUNCIL

Agenda Item 1  
June 4, 2012

**SUBJECT:** Approval of the final payment and balancing change order to Tiseo Brothers, Inc. for the Crescent Boulevard Extension Phase 1 project, in the amount of \$26,253.90.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>R14</sup> *BTC*

**CITY MANAGER APPROVAL:** *[Signature]*

EXPENDITURE REQUIRED	\$ 26,253.90
AMOUNT BUDGETED	\$ 474,380.00
LINE ITEM NUMBER	204-204.00-865.260

### BACKGROUND INFORMATION:

The Crescent Boulevard extension is scoped to be a multi-phased project to extend Crescent Boulevard (formerly known as Fonda Drive) from the current western terminus at Expo Center Drive to Grand River Avenue; and would include an industrial spur road to the west to serve existing industrial property and a bridge over the Walled Lake Branch of the Middle Rouge River. A map showing the overall project, which has been historically been referred to as the Northwest Quadrant Ring Road project, is attached for reference.

The initial phase of the Crescent Boulevard extension was funded in the FY2011-12 Capital Improvement Program (CIP) and included the reconstruction of Crescent Boulevard from Novi Road through the intersection of Expo Center Drive and the rehabilitation of Expo Center Drive to the north right-of-way limits. This construction resulted in the closure of the driveway and median crossing for Big Boy on Crescent Boulevard and the addition of a new driveway on Expo Center Drive to better manage future traffic in the area. The contract also entailed a reconfiguration of the former cul-de-sac island to boulevard islands, while also improving the sidewalks and pedestrian crossings in the intersection of Crescent Boulevard and Expo Center Drive. The construction contract was awarded to Tiseo Brothers, Inc. at the July 11, 2011 City Council meeting in the amount of \$364,523.05.

Staff worked with the City's consulting engineer for this project, URS Corporation (URS), to administer the construction contract and inspect the contractor's work. The attached documents verify the final contract payment amount of \$26,253.90 that is due to the contractor, Tiseo Brothers, Inc. (Final Pay Estimate No. 2 and Balancing Change Order No. 1, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Saarela's May 18, 2012 letter, attached).

There was only one approved change order resulting in a net increase of \$7,945.86 to the construction contract. Change Order No. 1 was issued to the contractor mainly to

balance contract quantities from the original estimate based on actual field conditions. The change order resulted in a final contract price of \$372,468.91.

The City uses crew days in construction contracts to increase the accountability of the contractor with respect to inspection time. The contractor provides a number of anticipated crew days as part of the bid for the project and is subsequently included in the construction contract. The cost per crew day is \$615 per eight hour day as stipulated in the general agreements with each of three engineering consultant firms used by the City. If the contractor requires additional days of inspection (or crew days) beyond the number contained in the contract, the cost of the additional inspection time is deducted from the contract and used to pay the consultant for the additional inspection. The purpose of using crew days for inspection services is to provide a method for the City to recoup costs to pay for additional inspection associated with slow progress by the contractor.

For this project, the original contract included 24 crew days, but the contractor used 59.5 days to complete the work. The final payment to the contractor has been reduced by \$21,832.50 (35.5 crew days at \$615 per day) to offset the additional inspection costs for the project. An amendment to the engineering agreement for the additional inspection costs that were incurred by URS, as deducted from the final payment to the contractor, is presented elsewhere on this agenda.

**RECOMMENDED ACTION:** Approval of the final payment and balancing change order to Tiseo Brothers, Inc. for the Crescent Boulevard Extension Phase 1 project, in the amount of \$26,253.90.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				



PHASE 1  
 FUTURE PHASES

**INDUSTRIAL SPUR CURVE C**  
 $\Delta = 41^{\circ} 18' 34''$  (RT)  
 $D = 14^{\circ} 18' 26''$   
 $T = 150.79'$   
 $L = 288.40'$   
 $R = 400.00'$   
 $E = 77.48'$   

PC = 32+69.38	Y = 359.679.20	E = 13.362.561.46
PI = 34+20.17	H = 359.686.04	E = 13.362.712.08
PT = 35+51.77	N = 359.591.82	E = 13.362.829.81

 PR. SUPER = NC

**CRESCENT BLVD CURVE C**  
 $\Delta = 73^{\circ} 48' 42''$  (RT)  
 $D = 10^{\circ} 54' 45''$   
 $T = 387.25'$   
 $L = 667.32'$   
 $R = 925.60'$   
 $E = 127.38'$   

PC = 13+49.21	H = 359.317.17	E = 13.362.867.10
PI = 14+36.47	N = 359.610.82	E = 13.362.968.85
PT = 20+16.53	U = 359.703.33	E = 13.363.355.89

 PR. SUPER = NC

**PLAN**  
 1"=100'

 URS Surface Transportation & Infrastructure	 CITY OF NOVI OFFICE OF PUBLIC WORKS	DATE: 06/07/11 DRAWN BY: TMC CHECKED BY: TMC DATE: 06/07/11 PROJECT NO.: 12941940 SHEET NO.: 2
CITY OF NOVI RING ROAD PHASE 1 VICINITY SHEET		

# JOHNSON | ROSATI | SCHULTZ | JOPPICH

A Professional Corporation

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

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Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

May 18, 2012

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

**RE: Ring Road – Phase I  
Tiseo Brothers, Inc.**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for Ring Road – Phase I Project:

1. Application for Final Payment
2. Maintenance and Guarantee Bond Rider
3. Balancing Work Order Directive No. 1
4. Final Balancing Change Order No. 1
5. Waivers of Lien
6. Contractor's Sworn Statement
7. Consent of Surety

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

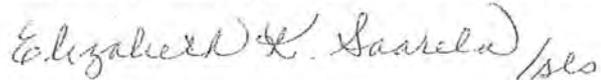
It is our understanding that Tiseo Brothers, Inc., will provide its Full Unconditional Waiver of Lien at the time it picks up the final payment.

Suzanne Moreno, Finance Department  
May 18, 2012  
Page 2

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)
- Kathy Smith-Roy, Finance Director (w/Enclosures)
- Marina Neumaier, Assistant Finance Director (w/Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)



# Letter of Transmittal

**Client:** City of Novi  
**Project Name:** Northwest Quadrant Ring Road Phase I  
**URS Project Number:** 12941940  
**Location:** Novi, MI  
**Issue Date:** 05/16/2012

**TO:**  
**Aaron Staup**  
**City of Novi**  
**Engineering Department**  
**45175 W. Ten Mile Rd.**  
**Novi, MI. 48375-3024**  
 Shipped Via:

**SUBJECT:**  
**Final Pay Estimate**  
**Northwest Quadrant Ring Road Phase I**

Shop Drawing Code No.: **n/a**

No. of Copies	Drawing No.	Spec Section No.	Description	Review Response	Required Response
1	n/a	n/a	Final Paperwork and Final Estimate for Northwest Quadrant Ring Road Phase I	n/a	1

**REVIEW RESPONSE CODE:**

- A. No Exceptions Taken
- B. Rejected
- C. Note Markings
- D. Comments Attached
- E. Submittal Not Required

**REQUIRED RESPONSE CODE:**

- 1. Confirm markings in Writing
- 2. Resubmit Corrected Drawings

Remarks:

Enclosed is the final documentation required for the Northwest Quadrant Ring Road Phase I project, including:

1. Signed Application for Final Payment
2. Signed Balancing Work Order Directive No. 1
3. Signed Balancing Change Order No. 1
4. Performance and Maintenance Bond Rider to Reflect Final Contract Amount
5. Signed and Notarized Sworn Statement
6. Full Unconditional waiver of Lien from all Subcontractors and Suppliers.
- 7.

Thank you,

Signed:

  
 Cara Parks  
 URS Corporation



# TISEO BROTHERS, INC.

68660 HILLSIDE WASHINGTON TWP., MI 48095

OFC (586) 752-2217  
FAX (586) 286-4056

email us at: [josephfiseo@aol.com](mailto:josephfiseo@aol.com)

May 14, 2012

**Jason Fishers**  
**URS Corporation**  
**27777 Franklin Road**  
**Suite 2000**  
**Southfield, Mi 48034**

**Re: Final Paper Work**  
**Northwest Quadrant Ring Road Phase 1**  
**City of Novi**

**Mr. Fisher,**

**Find attached the following documentation:**

- 1) Signed Application for Final Payment.**
- 2) Signed Balancing Work Order Directive No. 1**
- 3) Signed Balancing Change Order No. 1**
- 4) Performance and Maintenance Bond Rider to Reflect Final Contract Amount.**
- 5) Signed and Notarized Sworn Statement.**
- 6) Full unconditional Waiver of Lien from all Subcontractors and Suppliers.**

**If you have any questions please contact me.**



**Joseph Tiseo**  
**Sec/treas**



**CITY OF NOVI**

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

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** Northwest Quadrant Ring Road Phase 1 Project

**NOVI PROJECT NO.:**

**PAYMENT NO.:** FINAL

**OWNER:** City of Novi  
26300 Lee BeGole Dr  
Novi, Michigan 48375

**ENGINEER:** URS Corporation  
27777 Franklin Road, Suite 2000  
Southfield, Michigan 48034

**CONTRACTOR:** Tiseo Brothers, Inc.  
68660 Hillside  
Washington Twp., MI, 48095

**CONTRACT AMOUNT**

**COMPLETION DATE**

**DATES OF ESTIMATE**

**ORIGINAL:** \$ 364,523.05

**ORIGINAL:** Sept. 30, 2011

**FROM:** Oct. 21, 2011

**REVISED:** \$ 372,468.91

**REVISED:**

**TO:** Dec. 2, 2011

**SECTION 1,**

**COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	EA	24	\$ 615.00	\$ 14,760.00	24.00	\$ 615.00	\$ 14,760.00	2.00	\$ 1,230.00	8%	59.50	\$ 36,592.50	248%
1	Pre-Construction Audio-Visual	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
2	Maintaining Traffic	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
3	Tree Protection	EA	11	\$ 50.00	\$ 550.00	5.00	\$ 50.00	\$ 250.00				5.00	\$ 250.00	100%
4	Pavt. Rem	SYD	3776	\$ 4.00	\$ 15,104.00	3853.00	\$ 4.00	\$ 15,412.00				3853.00	\$ 15,412.00	100%
5	Sidewalk, Rem	SYD	302	\$ 4.50	\$ 1,359.00	396.00	\$ 4.50	\$ 1,782.00				396.00	\$ 1,782.00	100%
6	Curb and Gutter, Rem	FT	1532	\$ 3.00	\$ 4,596.00	1537.00	\$ 3.00	\$ 4,611.00				1537.00	\$ 4,611.00	100%
7	Clearing	ACRE	0.07	\$ 5,000.00	\$ 350.00	0.07	\$ 5,000.00	\$ 350.00				0.07	\$ 350.00	100%
8	Tree, Rem, 6 inch to 16 inch	EA	1	\$ 400.00	\$ 400.00	1.00	\$ 400.00	\$ 400.00	2.00	\$ (800.00)	-200%	1.00	\$ 400.00	100%
9	Tree, Rem, 19 inch to 36 inch	EA	1	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
10	Sewer, Rem, Less than 24 inch	FT	331	\$ 8.00	\$ 2,648.00	410.00	\$ 8.00	\$ 3,280.00				410.00	\$ 3,280.00	100%
11	Dr Structure, Rem	EA	6	\$ 250.00	\$ 1,500.00	6.00	\$ 250.00	\$ 2,000.00				6.00	\$ 2,000.00	100%
12	Culv End, Rem, Less than 24 inch	EA	1	\$ 50.00	\$ 50.00	5.00	\$ 50.00	\$ 250.00				5.00	\$ 250.00	100%
13	Culv, Rem, Less than 24 inch	EA	1	\$ 100.00	\$ 100.00	2.00	\$ 100.00	\$ 200.00				2.00	\$ 200.00	100%
14	Roadway Grading	STA	6	\$ 1,100.00	\$ 6,600.00	6.00	\$ 1,100.00	\$ 6,600.00				6.00	\$ 6,600.00	100%
15	Subgrade Undercutting, Type 2	CYD	50	\$ 28.00	\$ 1,400.00	15.00	\$ 28.00	\$ 420.00				15.00	\$ 420.00	100%
16	Silt Fence	FT	1200	\$ 1.00	\$ 1,200.00	632.00	\$ 1.00	\$ 632.00				632.00	\$ 632.00	100%
17	Curb and Gutter Inlet Filter, Before Paving	EA	11	\$ 100.00	\$ 1,100.00	11.00	\$ 100.00	\$ 1,100.00				11.00	\$ 1,100.00	100%
18	Curb and Gutter Inlet Filter, After Paving	EA	11	\$ 100.00	\$ 1,100.00	9.00	\$ 100.00	\$ 900.00	2.00	\$ 200.00	22%	9.00	\$ 900.00	100%
19	Aggregate Base, 21AA, 8 inch	SYD	4927	\$ 5.50	\$ 27,098.50	5225.50	\$ 5.50	\$ 28,740.25				5225.50	\$ 28,740.25	100%
20	Concrete Pavement w/ Integral Curb, Non-rein, 9 inch	SYD	4410	\$ 36.00	\$ 158,760.00	4498.80	\$ 36.00	\$ 161,956.80				4498.80	\$ 161,956.80	100%
21	Driveway, Non-rein Conc, 8 inch	SYD	517	\$ 29.00	\$ 14,993.00	526.30	\$ 29.00	\$ 15,262.70				526.30	\$ 15,262.70	100%
22	Sewer, 12 inch, Tr Det B	FT	361	\$ 48.00	\$ 17,328.00	365.00	\$ 48.00	\$ 17,520.00				365.00	\$ 17,520.00	100%
23	Overlapping Sewer Pipe	FT	361	\$ 2.00	\$ 722.00	305.00	\$ 2.00	\$ 610.00				305.00	\$ 610.00	100%
24	Dr Structure, 46 inch dia	EA	7	\$ 1,500.00	\$ 10,500.00	7.00	\$ 1,500.00	\$ 10,500.00				7.00	\$ 10,500.00	100%
<b>TOTAL THIS SHEET</b>					\$ 271,758.50			\$ 277,076.75		\$ (600.00)			\$ 277,076.75	100%



CITY OF NOVI

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Novi, Michigan 48375  
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Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Northwest Quadrant Ring Road Phase 1 Project

NOVI PROJECT NO.:

PAYMENT NO.:

FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Dr Structure, 60 inch dia	EA	2	\$ 1,750.00	\$ 3,500.00	2.00	\$ 1,750.00	\$ 3,500.00				2.00	\$ 3,500.00	100%
26	Hydrodynamic Separator, AS-6	EA	1	\$ 22,000.00	\$ 22,000.00	1.00	\$ 22,000.00	\$ 22,000.00				1.00	\$ 22,000.00	100%
27	Dr Structure Cover	LB	4280	\$ 1.25	\$ 5,350.00	4280.00	\$ 1.25	\$ 5,350.00				4280.00	\$ 5,350.00	100%
28	Underdrain, Open Graded, 6 inch	FT	1082	\$ 9.00	\$ 9,738.00	1018.00	\$ 9.00	\$ 9,162.00				1018.00	\$ 9,162.00	100%
29	Adjust Sanitary Sewer Manhole Cover	EA	3	\$ 300.00	\$ 900.00	4.00	\$ 300.00	\$ 1,200.00				4.00	\$ 1,200.00	100%
30	Dr Structure, Tap, 12 inch	EA	3	\$ 100.00	\$ 300.00	4.00	\$ 100.00	\$ 400.00				4.00	\$ 400.00	100%
31	Dr Structure Cover, Adj, Case 2	EA	2	\$ 300.00	\$ 600.00	2.00	\$ 300.00	\$ 600.00				2.00	\$ 600.00	100%
32	Hydrant, Adjust	EA	1	\$ 400.00	\$ 400.00			\$ 400.00						
33	Hydrant, relocate, Case 1	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
34	Hydrant, Relocate, Case 2	EA	1	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	\$ 1,250.00				1.00	\$ 1,250.00	100%
35	Adjust Gatewell Cover	EA	1	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
36	Remove and Reset Mailboxes	EA	3	\$ 150.00	\$ 450.00	3.00	\$ 150.00	\$ 450.00				3.00	\$ 450.00	100%
37	Remove and Reset Sprinkler Heads	EA	10	\$ 35.00	\$ 350.00	16.00	\$ 35.00	\$ 560.00				16.00	\$ 560.00	100%
38	Sprinkler Piping	FT	300	\$ 3.00	\$ 900.00	230.00	\$ 3.00	\$ 690.00				230.00	\$ 690.00	100%
39	Curb and Gutter, Conc, Det F4	FT	84	\$ 15.00	\$ 1,260.00	124.00	\$ 15.00	\$ 1,860.00				124.00	\$ 1,860.00	100%
40	Sidewalk, Conc, 4 inch	SFT	3204	\$ 2.50	\$ 8,010.00	3487.00	\$ 2.50	\$ 8,717.50				3487.00	\$ 8,717.50	100%
41	Sidewalk, Conc, 8 inch	SFT	1994	\$ 3.20	\$ 6,380.80	647.90	\$ 3.20	\$ 2,073.28				647.90	\$ 2,073.28	100%
42	ADA Detectable Warning Plate - New Construction	SFT	120	\$ 16.00	\$ 1,920.00	96.00	\$ 16.00	\$ 1,536.00				96.00	\$ 1,536.00	100%
43	Guardrail, Type A	FT	75	\$ 55.00	\$ 4,125.00	75.00	\$ 55.00	\$ 4,125.00				75.00	\$ 4,125.00	100%
44	Slope Restoration, Type B	SYD	1640	\$ 4.50	\$ 7,380.00	1677.00	\$ 4.50	\$ 7,546.50				1677.00	\$ 7,546.50	100%
45	Sign, Type II, Rem	EA	2	\$ 5.00	\$ 10.00	2.00	\$ 5.00	\$ 10.00				2.00	\$ 10.00	100%
46	Sign, Type III, Rem	EA	42	\$ 5.00	\$ 210.00	48.00	\$ 5.00	\$ 240.00				48.00	\$ 240.00	100%
47	Post, Steel, 3 Lb	FT	404	\$ 4.00	\$ 1,616.00	490.00	\$ 4.00	\$ 1,960.00	210.00	\$ 840.00	43%	490.00	\$ 1,960.00	100%
48	Post, Wood, 4 inch by 6 inch	FT	114	\$ 20.00	\$ 2,280.00		\$ 20.00							
49	Sign, Type IIA	SFT	62	\$ 14.00	\$ 868.00	62.00	\$ 14.00	\$ 868.00	62.00	\$ 868.00	100%	62.00	\$ 868.00	100%
50	Sign, Type IIIA	SFT	33	\$ 14.00	\$ 462.00	32.95	\$ 14.00	\$ 461.30	18.50	\$ 259.00	56%	32.95	\$ 461.30	100%
51	Sign, Type IIIB	SFT	103	\$ 14.50	\$ 1,493.50	108.65	\$ 14.50	\$ 1,575.43	1.50	\$ 21.75	1%	108.65	\$ 1,575.43	100%
52	Sign, Type IIB	SFT	27	\$ 14.50	\$ 391.50	27.00	\$ 14.50	\$ 391.50	27.00	\$ 391.50	100%	27.00	\$ 391.50	100%
53	Sign, Type III, Erect, Salv	EA	1	\$ 20.00	\$ 20.00	1.00	\$ 20.00	\$ 20.00				1.00	\$ 20.00	100%
54	Pav Mkg, Spray Thermopl, 4 inch, White	FT	990	\$ 2.65	\$ 2,623.50	778.00	\$ 2.65	\$ 2,061.70				778.00	\$ 2,061.70	100%
55	Pav Mkg, Cold Plastic, 6 inch, crosswalk Line	FT	635	\$ 3.95	\$ 2,508.25	624.00	\$ 3.95	\$ 2,464.80				624.00	\$ 2,464.80	100%
56	Pav Mkg, Cold Plastic, 18 inch, Stop Bar	FT	80	\$ 11.85	\$ 948.00	109.00	\$ 11.85	\$ 1,291.65				109.00	\$ 1,291.65	100%
57	Pav Mkg, Cold Plastic, Left-Turn Arrow Symbol	EA	5	\$ 165.00	\$ 825.00	5.00	\$ 165.00	\$ 825.00				5.00	\$ 825.00	100%
58	Pav Mkg, Cold Plastic, Only	EA	7	\$ 175.00	\$ 1,225.00	11.00	\$ 175.00	\$ 1,925.00				11.00	\$ 1,925.00	100%
59	Pav Mkg, Cold Plastic, Right-Turn Arrow Symbol	EA	2	\$ 165.00	\$ 330.00	4.00	\$ 165.00	\$ 660.00				4.00	\$ 660.00	100%
TOTAL FROM THIS SHEET					\$ 91,924.55			\$ 87,074.66		\$ 2,380.25			\$ 87,074.66	
TOTAL FROM OTHER SHEET					\$ 271,758.50			\$ 277,076.75		\$ (600.00)			\$ 277,076.75	
SUBTOTAL					\$ 363,683.05			\$ 364,151.41		\$ 1,780.25			\$ 364,151.41	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Northwest Quadrant Ring Road Phase 1 Project

NOVI PROJECT NO.:

PAYMENT NO.:

FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
60	Pavt Mkg, Cold Plastic, Combo Thru-Left-Turn Arrow Symbol	EA	2	\$ 295.00	\$ 590.00	2,000	\$ 295.00	\$ 590.00				2,000	\$ 590.00	100%
61	Pavt Mkg, Cold Plastic, Thru Arrow Symbol	EA	2	\$ 125.00	\$ 250.00	2,000	\$ 125.00	\$ 250.00				2,000	\$ 250.00	100%
62	Extra 1 - Removal of Lane Lines (#8110150)	FT		\$ -	\$ -	410.0000	\$ 0.85	\$ 348.50	410.00	\$ 348.50	100.00%	410.00	\$ 348.50	100%
63	Extra 2 - Removal of Symbols (#8120077)	FT		\$ -	\$ -	370.0000	\$ 1.70	\$ 629.00	370.00	\$ 629.00	100.00%	370.00	\$ 629.00	100%
64	Extra 3 - Reconstruct CB 405 to fit existing 18" pipe	LS		\$ -	\$ -	1,000	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	100.00%	1.00	\$ 1,800.00	100%
65	Extra 4 - Modified MH for existing 24" RCP	LS		\$ -	\$ -	1,000	\$ 3,600.00	\$ 3,600.00	1.00	\$ 3,600.00	100.00%	1.00	\$ 3,600.00	100%
66	Extra 5 - Reconstruct San MH, 18"	LS		\$ -	\$ -	1,000	\$ 600.00	\$ 600.00	1.00	\$ 600.00	100.00%	1.00	\$ 600.00	100%
67	Extra 6 - Rem Island Sign & Deliver to Novi DPW	EA		\$ -	\$ -	1,000	\$ 300.00	\$ 300.00	1.00	\$ 300.00	100.00%	1.00	\$ 300.00	100%
68	Extra 7 - RCOC Permit	LS		\$ -	\$ -	1,000	\$ 200.00	\$ 200.00	1.00	\$ 200.00	100.00%	1.00	\$ 200.00	100%
69				\$ -	\$ -		\$ -	\$ -					\$ -	
70				\$ -	\$ -		\$ -	\$ -					\$ -	
71				\$ -	\$ -		\$ -	\$ -					\$ -	
72				\$ -	\$ -		\$ -	\$ -					\$ -	
73				\$ -	\$ -		\$ -	\$ -					\$ -	
74				\$ -	\$ -		\$ -	\$ -					\$ -	
75				\$ -	\$ -		\$ -	\$ -					\$ -	
76				\$ -	\$ -		\$ -	\$ -					\$ -	
77				\$ -	\$ -		\$ -	\$ -					\$ -	
78				\$ -	\$ -		\$ -	\$ -					\$ -	
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86				\$ -	\$ -		\$ -	\$ -					\$ -	
87				\$ -	\$ -		\$ -	\$ -					\$ -	
TOTAL FROM THIS SHEET				\$ 840.00		\$ 8,317.50		\$ 7,477.50		\$ 8,317.50			\$ 8,317.50	
TOTAL FROM OTHER SHEETS				\$ 363,683.05		\$ 364,151.41		\$ 1,780.25		\$ 364,151.41			\$ 364,151.41	
SUBTOTAL				\$ 364,523.05		\$ 372,468.91		\$ 9,257.75		\$ 372,468.91			\$ 372,468.91	100%



CITY OF NOVI

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Northwest Quadrant Ring Road Phase 1 Project

NOVI PROJECT NO.:

PAYMENT NO.:

FINAL

Original Contract Amount:	\$	364,523.05
Change Orders:	\$	7,945.86
Adjusted Contract Amount to Date:	\$	372,468.91
Total Cost of Work Performed to Date:	\$	372,468.91
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 59.5 \$	21,832.50
	This Pay 2	
Net Amt. Earned of Contract and Extra Work to Date:	\$	350,636.41
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	350,636.41
MINUS Amount of Previous Payments:	\$	324,382.50
1 \$	324,382.50	
2 \$	-	
3 \$	-	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	
<b>BALANCE DUE THIS PAYMENT:</b>	<b>\$</b>	<b>26,253.90</b>

CHANGE ORDERS

No.	Date	Amount
1	December 2, 2011	\$ 7,945.86

TOTAL: \$ 7,945.86

Inspection "Crew Days" Allowed per Contract:	24
Inspection "Crew Days" Used to Date:	59.5
Inspection "Crew Days" Remaining:	(35.50)



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: Northwest Quadrant Ring Road Phase 1 Project

NOVI PROJECT NO.:

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: 5/23/12

TISEO BROTHERS, INC

Contractor Company

Date: 5/14/2012

Contractor Authorized Signature

By: JOSEPH TISEO

Print Name

By: Brian Coburn, Senior Civil Engineer

Dated: 5/23/12

URS Corp.

Consultant Firm

Date: 5-16-12

Consultant Authorized Signature

By: Jason D. Fisher

Print Name



**BALANCING  
WORK CHANGE DIRECTIVE No. 1**

**Project:** NW Quadrant Ring Road Project

**Owner:** City of Novi  
26300 Lee BeGole Dr  
Novi, Michigan 48375  
(248) 735-5632

**Engineer:** URS Corporation  
27777 Franklin Road, Suite 2000  
Southfield, Michigan 48034

**Contractor:** Tiseo Brothers, Inc.  
68660 Hillside  
Washington Twp., MI. 48095

**Drafted Date:** December 2, 2011

**Reasoning:** Balancing contract quantities.

**Existing Contract Items**

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
3	Tree Protection	Ea	\$50.00	6.00		\$300.00
4	Pavt, Rem	Syd	\$4.00	77.00	\$308.00	
5	Sidewalk, Rem	Syd	\$4.50	94.00	\$423.00	
6	Curb and Gutter, Rem	Ft	\$3.00	5.00	\$15.00	
10	Sewer, rem, Less than 24 inch	Ft	\$8.00	79.00	\$632.00	
11	Dr Structure, Rem	Ea	\$250.00	2.00	\$500.00	
12	Culv End, Rem, Less than 24 inch	Ea	\$50.00	4.00	\$200.00	
13	Culv, Rem, Less than 24 inch	Ea	\$100.00	1.00	\$100.00	
15	Subgrade Undercutting, Type 2	Cyd	\$28.00	35.00		\$980.00
16	Silt Fence	Ft	\$1.00	568.00		\$568.00
18	Curb and Gutter inlet Filter, After Paving	Ea	\$100.00	2.00		\$200.00
19	Aggregate Base, 21AA, 8 inch	Syd	\$5.50	298.50	\$1,641.75	
20	Concrete Pavement w/ Integral Curb, Non-reif, 9 inch	Syd	\$36.00	88.80	\$3,196.80	
21	Driveway, non-reif Conc, 8 inch	Syd	\$29.00	9.30	\$269.70	
<b>Subtotals</b>					\$7,286.25	\$2,048.00
<b>Total</b>					<b>\$5,238.25</b>	

*EXISTING*

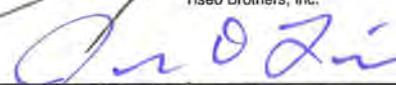
**New Contract Items**

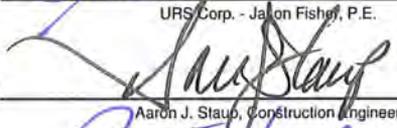
Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
22	Sewer, 12 Inch, Tr Det B	Ft	\$48.00	4.00	\$192.00	
23	Videotaping Sewer Pipe	Ft	\$2.00	56.00		\$112.00
28	Underdrain, Open graded, 6 inch	Ft	\$9.00	64.00		\$576.00
29	Adjust Sanitary Sewer Manhole Cover	Ea	\$300.00	1.00	\$300.00	
30	Dr Structure, Tap, 12 inch	Ea	\$100.00	1.00	\$100.00	
32	Hydrant, Adjust	Ea	\$400.00	1.00		\$400.00
37	Remove and Reset Sprinkler Heads	Ea	\$35.00	6.00	\$210.00	
38	Sprinkler Piping	Ft	\$3.00	70.00		\$210.00
39	Curb and Gutter, Conc, Det F4	Ft	\$15.00	40.00	\$600.00	
40	Sidewalk, Conc, 4 Inch	Sft	\$2.50	283.00	\$707.50	
41	Sidewalk, Conc, 8 Inch	Sft	\$3.20	1346.10		\$4,307.52
42	ADA Detectable Warning plate - New Construction	Sft	\$16.00	24.00		\$384.00
44	Slope Restoration, Type B	Syd	\$4.50	37.00	\$166.50	
46	Sign, Type III, Rem	Ea	\$5.00	6.00	\$30.00	
47	Post, Steel, 3 Lb	Ft	\$4.00	86.00	\$344.00	
48	Post, wood, 4 inch by 6 inch	Ft	\$20.00	114.00		\$2,280.00
50	Sign, Type IIIA	Sft	\$14.00	0.05		\$0.70
51	Sign, Type IIIB	Sft	\$14.50	5.65	\$81.93	
54	Pavt Mrkg, Spray Thermopl, 4 inch, White	Ft	\$2.65	212.00		\$561.80
55	Pavt Mrkg, Cold Plastic, 6 inch, crosswalk Line	Ft	\$3.95	11.00		\$43.45
56	Pavt Mrkg, Cold plastic, 18 inch, Stop Bar	Ft	\$11.85	29.00	\$343.65	
58	Pavt Mrkg, Cold Plastic, Only	Ea	\$175.00	4.00	\$700.00	
59	Pavt Mrkg, Cold Plastic, Right-Turn Arrow Symbol	Ea	\$165.00	2.00	\$330.00	
Extra 1	Removal of Lane Lines (#8110150)	Ft	\$0.85	410.00	\$348.50	
Extra 2	Removal of Symbols (#8120077)	Ft	\$1.70	370.00	\$629.00	
Extra 3	Reconstruct CB 405 to fit existing 18" pipe	LS	\$1,800.00	1.00	\$1,800.00	
Extra 4	Modified MH for existing 24" RCP	LS	\$3,600.00	1.00	\$3,600.00	
Extra 5	Reconstruct San MH, 18"	LS	\$600.00	1.00	\$600.00	
Extra 6	Rem Island Sign & Deliver to Novi DPW	Ea	\$300.00	1.00	\$300.00	
Extra 7	RCOC Permit	LS	\$200.00	1.00	\$200.00	
<b>Subtotals</b>					\$11,583.08	\$8,875.47
<b>Total</b>					<b>\$2,707.61</b>	

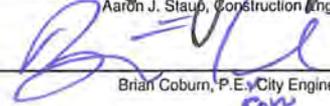
Estimated Increase/Decrease in Contract Price	\$7,945.86
Original Contract Amount	\$364,523.05
Sum of Previous Approved Change Orders	\$0.00
Estimated Revised Contract Amount	\$372,468.91

\*Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum.

Accepted By:  Date: 5/19/2012  
Tiseo Brothers, Inc.

Prepared By:  Date: 5-16-12  
URS Corp. - Jason Fisher, P.E.

Recommended By:  Date: 5/23/12  
Aaron J. Staub, Construction Engineer

Approved By:  Date: 5/23/12  
Brian Coburn, P.E., City Engineer



BALANCING  
CHANGE ORDER No. 1

**Project:** Northwest Quadrant Ring Road

**Owner:** City of Novi  
26300 Lee BeGole Dr.  
Novi, MI 48375  
(248) 735-5632

**Engineer:** URS Corporation  
27777 Franklin Road, Suite 2000  
Southfield, Michigan 48034

**Contractor:** Tiseo Brothers, Inc.  
68660 Hillside  
Washington Twp., MI 48095

**Drafted Date:** December 2, 2011

**Description/Reasoning:** Balancing contract quantities.

To the Contractor: You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated. Documentation supporting these changes are on file with the City of Novi's Engineer. Current project plans and specifications will be adhered to unless specifically changed by this change order document.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	\$7,945.86
ORIGINAL CONTRACT AMOUNT:	\$364,523.05
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$0.00
REVISED CONTRACT AMOUNT:	\$372,468.91

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CONTRACT TIME BY: 0 Day(s) to  Substantial or  Final Completion

\*\*\*Where applicable, attach the corresponding number of Work Change Directive to this Change Order.\*\*\*

Accepted By: [Signature] Date: 5/19/2012  
Tiseo Brothers, Inc.

Prepared By: [Signature] Date: 5-16-12  
URS Corp. - Jason Fisher, P.E.

Recommended By: [Signature] Date: 5/23/12  
Aaron J. Stapp, Construction Engineer

Approved By: [Signature] Date: 5/23/12  
Brian Coburn, P.E., City Engineer  
*For*

CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
AIA DOCUMENT G707

Owner  
Architect  
Contractor  
Surety  
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
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Bond No. 1000908810

PROJECT: Northwest Quadrant Ring Road Phase I Project  
(name, address)

TO: (Owner)  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: Contract Bond  
CONTRACT DATE: //

CONTRACTOR:  
Tiseo Brothers, Inc.  
68660 Hillside  
Washington Twp, MI 48095

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**U.S. Specialty Insurance Company**  
13403 Northwest Freeway  
Houston, Texas 77040-6094

,SURETY COMPANY

on bond of (here insert name and address of Contractor)  
**Tiseo Brothers, Inc.**  
68660 Hillside  
Washington Twp, Michigan 48095

,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, Michigan 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 **2nd** day of **May**, **2012**

Surety Company  
**U.S. Specialty Insurance Company**

  
Signature of Authorized Representative

Attest:  
(Seal): 

**Kathleen M. Irelan - 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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert Trobec, Alan P. Chandler, Jeffrey A. Chandler, Kathleen M. Irelan, Chad Teague or Ian J. Donald of Troy, Michigan

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\$ \*\*10,000,000.00\*\*).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah reese (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of May, 2011.

Corporate Seals



Jeannie Lee, Assistant Secretary

Bond No. 1000908810
Agency No. 17050

Bond No. 1000908810

**RIDER**

To be attached to and form a part of Performand and Payment Bond, No. 1000908810  
dated the 20th day of July, 2011 issued by  
U. S. Specialty Insurance Company as Surety, on behalf of  
Tiseo Brothers, Inc. 68660 Hillside Washington Twp MI 48095, as Principal,  
in the penal sum of Three Hundred Sixty Four Thousand Five Hundred Twenty Three Dollars and Five Cents  
Dollars (\$ 364,523.05 ), and in favor of City of Novi

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The bond amount be increased to Three Hundred Seventy Two Thousand Four Hundred Sixty Eight Dollars and  
Ninety One Cents \$372,468.91

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 20th day of July, 2011

Signed, sealed and dated this 2nd day of May, 2012

ATTEST:

Elisa Tiseo

PRINCIPAL

Tiseo Brothers, Inc.  
By JOSEPH TISEO, SEC/TACAS

ACCEPTED:

U. S. Specialty Insurance Company

Kathleen M. Irelan

By Kathleen M. Irelan, Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert Trobec, Alan P. Chandler, Jeffrey A. Chandler, Kathleen M. Irelan, Chad Teague or Ian J. Donald of Troy, Michigan

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\$ \*\*10,000,000.00\*\* ).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature] Daniel P. Aguilar, Vice President

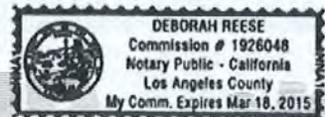
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of May, 2012

Corporate Seals,



[Signature] Jeannie Lee, Assistant Secretary

Bond No. 1000988870
Agency No. 17050

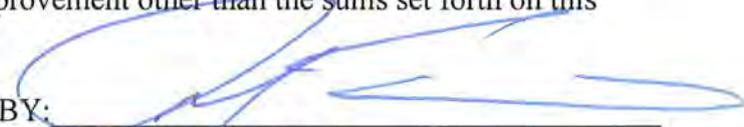
**SWORN STATEMENT**

STATE OF: **MICHIGAN**  
 COUNTY OF:

**JOSEPH TISEO** Being duly sworn, deposes and says: that **TISEO BROTHERS, INC.** is the Contractor for an improvement to property situated in the city of: **NOVI**, County of: **OAKLAND**, State of **MICHIGAN**, Described as follows: **NORTHWEST QUADRANT RING ROAD, PHASE 1 PROJECT**. That the following is a statement of subcontractor, supplier and laborer, with which the Contractor has had supply or perform work in connection with this project.

Subcontractor/Supplier	Type of Improvement	Amount Billed	Amount Paid	Amount Owing
Calo & Sons Construction ✓	Trucking	18,928.09	18,928.09	0.00
C&L Enterprizes, Inc ✓	Conc Sidewalks & Drives	16,914.16	16,914.16	0.00
Future Fence Company ✓	Guard Rail	4,290.00	4,290.00	0.00
Green Meadows Landscape ✓	Topsoil, Seed & Mulch	7,119.50	7,119.50	0.00
HD Supply Waterworks ✓	Provide 6" Edge Drains	1,820.02	1,820.02	0.00
Macomb PipeLine ✓	Sewers	62,083.80	62,083.80	0.00
MAJ'S Services Inc. ✓	Silt Fence	897.00	897.00	0.00
McCoig Materials ✓	Concrete	73,463.15	73,463.15	0.00
Nage Paving ✓	21AA Crushed Concrete	10,102.86	10,102.86	0.00
PK Contracting ✓	Pavement Markings	10,864.40	10,864.40	0.00
State Barricades ✓	Signs, Traffic Control Equip.	8,461.70	8,461.70	0.00
Michigan Joint Sealing ✓	Hot Poured Rubber Sealing	3,578.70	3,578.70	0.00
Cougar Contracting, Inc ✓	Saw cut	425.00	425.00	0.00
Terry Sweeney & Company ✓	Misc Concrete materials	3,282.00	3,282.00	0.00

Deponent further says that he makes the foregoing statement as the controller of the contractor for the purpose of representing to the owner that the contractor has not procured material or subcontracted with any persons or entity other than those set forth on this page. He further says that the contractor owes no monies for the improvement other than the sums set forth on this page.

BY:   
 JOSEPH TISEO  
 ITS: SECRETARY/TREASURER

Subscribed and Sworn to before me this 14th Day of May, 2012.

Notary Public, Cynthia M. Chiavello, State of Michigan, County of Macomb

CYNTHIA M. CHIAVELLO  
 Notary Public, State of Michigan  
 County of Macomb  
 My Commission Expires Sep. 19, 2018  
 Acting in the County of Macomb

My Commission Expires: 9-19-2018

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **Concrete Sidewalks & Driveways** , for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: **C&L Enterprizes, Inc**ADDRESS: **11085 Lisa Lane  
Shelby Twp. Mi 48316**SIGNED: *Larry Forgione***LARRY FORGIONE**TITLE: *President*TELEPHONE: **586-634-6908**Dated: *5-11-2012*FAX : **586-992-9589**

---

(WARNING: Do not sign blank or incomplete forms. Retain a copy.)

NOTE: Our records indicate that you have been fully paid on this project. If this agrees with your records, please sign and return this waiver to us A.S.A.P.

Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

---

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **Topsoil, Seed & Mulch** , for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: **Green Meadows Lawnscape, Inc.**ADDRESS: **47515 Ryan Rd  
Shelby Twp., Mi 48317**SIGNED: *Sharon DeClerck*  
**SHARON DECLERCK**TITLE: *Secretary / Treasurer*TELEPHONE: **586-254-7775**Dated: *5-10-12*FAX : **586-588-7884**

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Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **Trucking Service & Materials**, for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

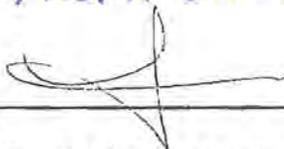
COMPANY: **Calo & Sons Construction**

ADDRESS: **P.O.Box 530563  
Livonia, Michigan 48513**

SIGNED: 12/2/11

TITLE: Vice President

TELEPHONE: 248-987-2060

Dated: TRENA CALO  


FAX: 248-987-2060



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Sincerely,

Joseph Tiseo

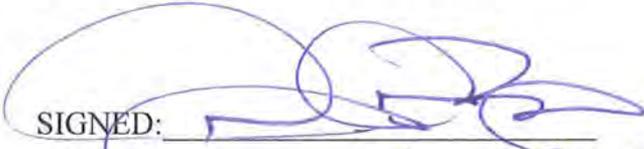
P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

## FULL UNCONDITIONAL WAIVER OF LIEN

My/Our contract with **Tiseo Brothers, Inc.**, to provide & Install: **Guard Rail**, for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: **Future Fence Company**

ADDRESS: **23450 Regency Park Drive  
Warren, Michigan 48089**

SIGNED: 

TITLE: Contract Administrator

JOAN BURD

TELEPHONE: (536) 755-0900

FAX: (536) 755-7456

Dated: 12/6/11

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Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

## FULL UNCONDITIONAL WAIVER OF LIEN

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **6" Edge Drains**, for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: *H D Supply watermarks* ADDRESS: *P.O. Box 91036  
Chicago IL  
60693*

SIGNED: *Kathy Anderson*  
**KATHY ANDERSON**

TITLE: *Credit Manager*

TELEPHONE: *800-893 9150  
x 201*

Dated: *5-10-12*

FAX: *952-937-9045*

(WARNING: Do not sign blank or incomplete forms. Retain a copy.)

NOTE: Our records indicate that you have been fully paid on this project. If this agrees with your records, please sign and return this waiver to us A.S.A.P. (2011 Project)

Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/Our contract with **Tiseo Brothers, Inc.**, to provide & Install: **Silt Fence & Tree Fence Protection**, for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the **City of Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: **MAJ's Service Inc.**

ADDRESS: **9864 E Grand River  
Ste: 110 #179  
Brighton, Michigan 48116**

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

*[Signature]*  
*FRENA CALO*

TELEPHONE: *(517) 521-1340*

Dated: \_\_\_\_\_

*12-14-11*

FAX: *(517) 521-1309*

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Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

## FULL UNCONDITIONAL WAIVER OF LIEN

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **Ready Mix Concrete** , for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: **McCOIG MATERIALS LLC**

ADDRESS: **P. O. BOX 6349  
PLYMOUTH, MI 48170**

SIGNED: 

Julie Moran

TITLE: **Credit Manager**

TELEPHONE: **734-357-2120**

Dated: **May 10, 2012**

FAX : **734-786-0712**

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NOTE: Our records indicate that you have been fully paid on this project. If this agrees with your records, please sign and return this waiver to us A.S.A.P.

Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

## FULL UNCONDITIONAL WAIVER OF LIEN

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **21AA Crushed Concrete Aggregates**, for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: **Nagle Paving Company**

ADDRESS: **39525 W. 13 Mile Rd.  
Suite 300  
Novi, Michigan 48377**

SIGNED: \_\_\_\_\_



**WILLIAM F. JANELLE**

TITLE: Contractor

TELEPHONE: **248.553.0600**

Dated: **12/2/11**

FAX: **248.553.0609**

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Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

## FULL UNCONDITIONAL WAIVER

I/we have a contract with: Tiseo Brothers

to provide PAVEMENT MARKINGS for the improvements to the property

described as: Ring Road Phase I

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Having been fully paid and satisfied, all My/Our construction Lien rights against such property are hereby waived and released

P.K. Contracting, Inc.  
1965 Barrett Dr  
Troy, MI 48084  
248-362-2130

Nicole Gray

Nicole Gray, Agent

5/9/2012

Date

## FULL UNCONDITIONAL WAIVER OF LIEN

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **Signs and traffic control Equip.** , for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: *State Barricades*

ADDRESS: *24806 Industrial Hwy  
Warren, MI 48089*

SIGNED: *Gina Capprini*  
*GINA CAPPRINI*

TITLE: *Secretary*

TELEPHONE: *586-756-8282*

Dated: *5/10/12*

FAX: *586-754-4385*

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Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **Sealing for New Concrete Joints**, for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: Michigan Joint Sealing, Inc ADDRESS: 28830 W. 8 mile Rd  
Suite 103  
Farmington Hills, MI,  
48336

SIGNED: Kimberly Sinischo  
KIMBERLY SINISCHO

TITLE: P.O.B

TELEPHONE: 248-476-4120

Dated: 5/10/12

FAX: 248-476-7639

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Sincerely,

Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

## FULL UNCONDITIONAL WAIVER OF LIEN

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **Horizontal Saw Cutting**, for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: **Cougar Contracting, Inc.**

ADDRESS: **29305 Wall St.  
Wixom, Michigan 48393**

SIGNED: 12-5-11

*Catherine A. Goettschae*

TITLE: ADMIN. ASST.

*CATHERINE A. GOETTSCAE*

TELEPHONE: *248-348-8860*

Dated: *12-5-11*

FAX: *248-348-0511*

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Sincerely,

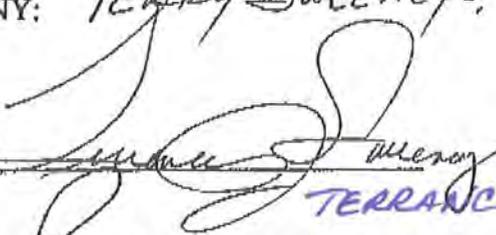
Joseph Tiseo

P.S. WE WOULD APPRECIATE IT IF YOU WOULD FAX US AN ADVANCE COPY TO:  
586-286-4056

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/Our contract with Tiseo Brothers, Inc., to provide: Misc Concrete Materials , for the improvement of property described as: NW Quadrant Ring Road, Phase 1, located in the city of, Novi, Oakland County, State of Michigan. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: TERRY SWEENEY & CO ADDRESS: 25265 TRAILS-X  
NOVI, MI  
48375

SIGNED:  TERRANCE SWEENEY

TITLE: PRESIDENT

TELEPHONE: 248/374 1111

Dated: 5-10-12

FAX: 248/374-1112

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Sincerely,  
Joseph Tiseo

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586-286-4056

## FULL UNCONDITIONAL WAIVER OF LIEN

My/Our contract with **Tiseo Brothers, Inc.**, to provide: **Sewer and Structure Installation**, for the improvement of property described as: **NW Quadrant Ring Road, Phase 1**, located in the city of, **Novi, Oakland County, State of Michigan**. Having been fully paid and satisfied, all of our construction lien rights against such property are hereby waived and released.

COMPANY: **Macomb Pipeline & Utilitirs Company** ADDRESS: **44444Mound Road  
Sterling Hts., Mi 48314**

SIGNED:   
**BENNY EVANGELISTA**

TITLE: Treasurer

TELEPHONE: **586-726-7552**

Dated: 5/14/12

FAX : **586-726-7568**

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Sincerely,

Joseph Tiseo

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