



**CITY of NOVI CITY COUNCIL**

**Agenda Item F  
October 8, 2012**

**SUBJECT:** Approval of the final pay estimate to Hard Rock Concrete, Inc. for the 2010 Neighborhood Road Program — Concrete project in the amount of \$24,676.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>RH</sup> *BIL*

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

<b>EXPENDITURE REQUIRED</b>	<b>\$24,675.77</b>
<b>AMOUNT BUDGETED</b>	<b>\$65,490.00</b>
<b>LINE ITEM NUMBERS</b>	<b>203-203.00-865.431 (2010 Neighborhood Roads)</b> <b>203-203.00-866.000 (Local Streets Routine Maintenance)</b> <b>592-592.00-938.000 (Water Main Restoration Repairs)</b> <b>592-592.00-936.000 (Sewer Restoration Repairs)</b> <b>202-202.00-866.000 (Major Roads Routine Maintenance)</b> <b>101-301.00-934.000 (Police Facility Maintenance)</b>

**BACKGROUND INFORMATION:**

The 2010 Neighborhood Road Program (Concrete) was approved for FY10/11 and construction was awarded to Hard Rock Concrete in the amount of \$426,900 on April 4, 2011. The original project included concrete pavement repairs, joint repairs, and drainage structure rehabilitation on the following streets: Sutherland Drive, White Pines Drive, Cumberland Drive, and Glen Haven East.

After the development and scoping of this project in mid-2010, there were several additional areas of failed concrete that were identified for repair. As a result, there were five change orders issued for this project resulting in a net increase of \$66,615.40 to the construction contract price. The first change order in the amount of \$8,532 included discrete panel replacements on Steeplepath and Foxmoor in Dunbarton Pines Subdivision. The second change order in the amount of \$14,327.50 included concrete repairs requested by DPS-Water and Sewer Division to repair concrete that was damaged due to water main breaks at various locations (see attached map). Change order no. 3 in the amount of \$79,713 was approved by City Council on September 6, 2011 and included discrete replacement areas located on Cabot Drive, Moorgate Street, Ladene Lane, Mill Road, Brockshire Street, Venice Drive, and Chase Drive (see attached map). The fourth change order in the amount of \$5,200 was requested by the Police Department for concrete repair and replacement near the entry doors at Police Headquarters. The final change order deducted \$13,483.10 from the contract to balance final contract quantities. The sum of approved change orders resulted in a final contract price of \$493,515.40.

Engineering staff and Spalding DeDecker, the consultant for this project, reviewed and verified the final contract payment amount of \$24,675.77 that is due to the contractor, Hard Rock Concrete, Inc. (Final Pay Estimate No. 3, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Saarela's August 31, 2012 letter, attached).

**RECOMMENDED ACTION:** Approval of the final pay estimate to Hard Rock Concrete, Inc. for the 2010 Neighborhood Road Program—Concrete project in the amount of \$24,676.

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

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

MAP INTERPRETATION NOTICE

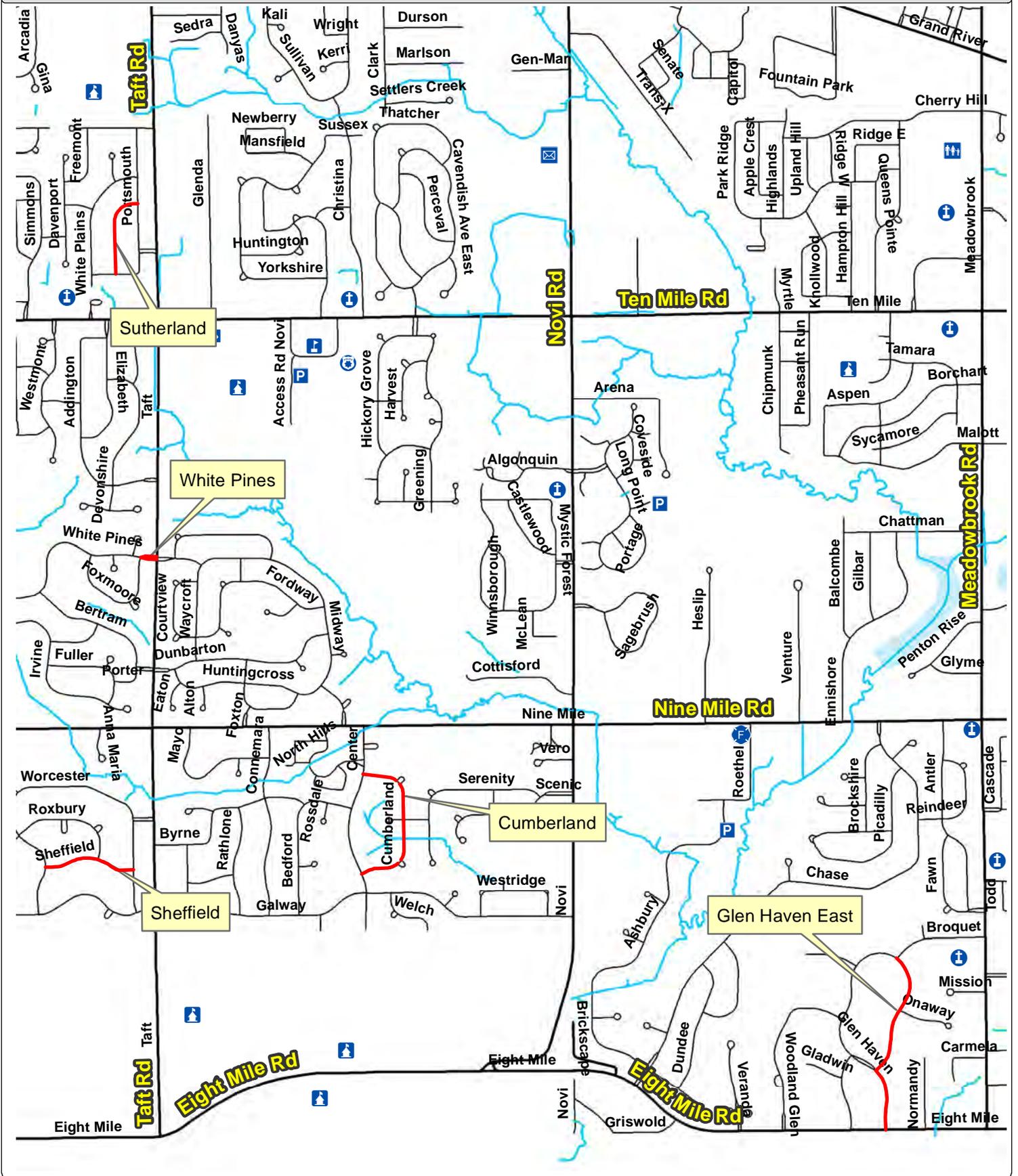
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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



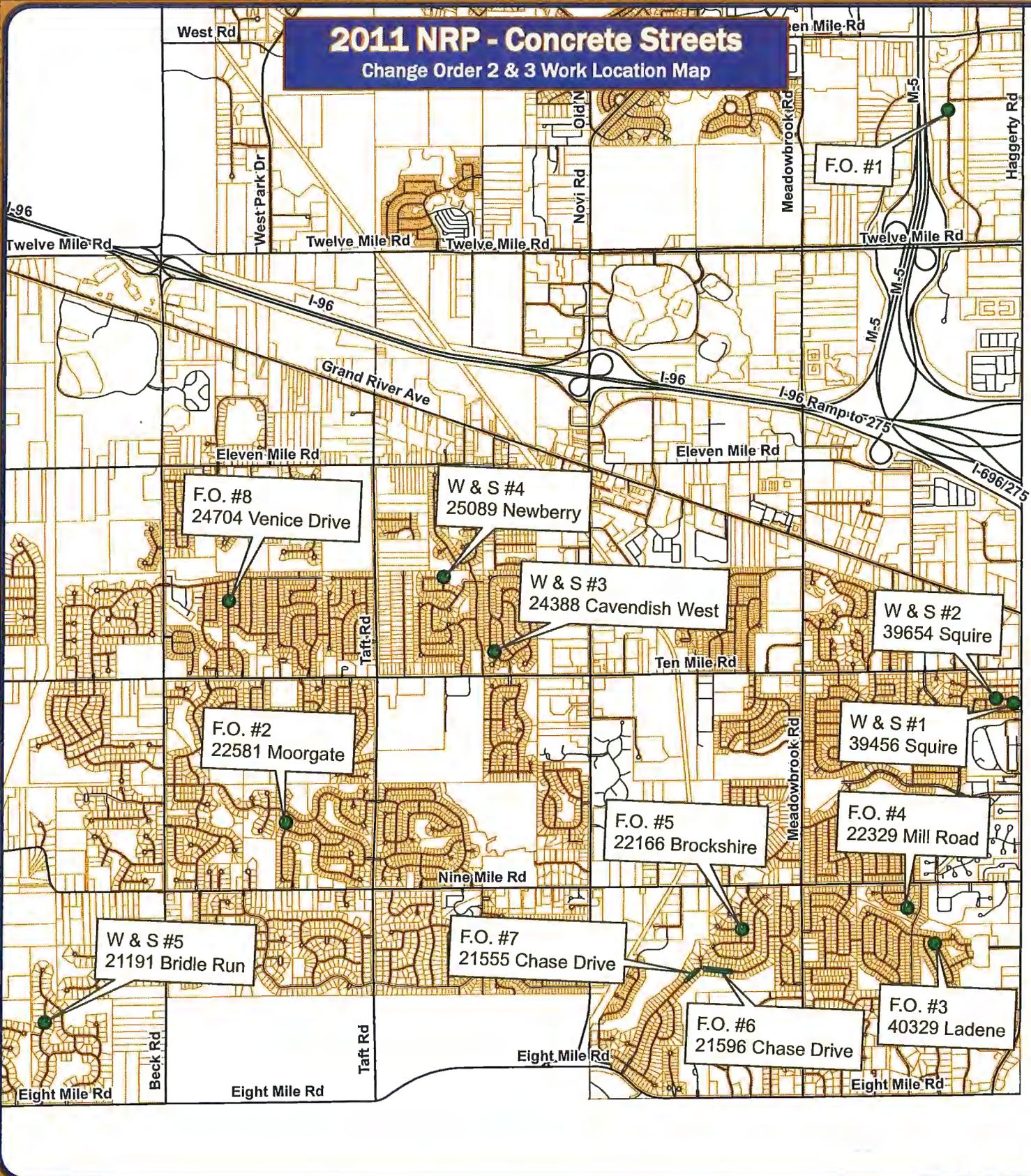
0 237.5475 950 1,425 1,900 Feet

## 2011 Neighborhood Road Program



# 2011 NRP - Concrete Streets

Change Order 2 & 3 Work Location Map



Map Author: Aaron J. Staup  
 Date: October 4, 2011  
 Project: 2011 NRP - Concrete  
 Version #: 1

Amended By:  
 Date:  
 Department:

**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

**Map Legend**

- Road Classification  Novi Tax Parcel BSA
- Major Streets  City of Novi Boundary
- Minor Streets



**City of Novi**

Engineering Division  
 Department of Public Services  
 26300 Delwal Drive  
 Novi, MI 48375  
 cityofnovi.org



1 inch = 3,316 feet



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

August 31, 2012

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

**RE: 2011 Neighborhood Road Program  
*Hard Rock Concrete, Inc.***

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the 2011 Neighborhood Road Program:

1. Application for Final Payment
2. Maintenance and Guarantee Bond Rider
3. Contractor's Affidavit of Indebtedness
4. Waivers of Lien
5. Contractor's Sworn Statement
6. Consent of Surety

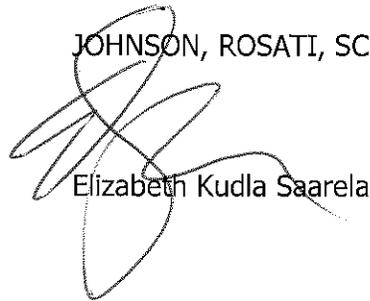
The closing documents appear to be in order and have been approved by City Staff.

It is our understanding that Hard Rock Concrete will provide its Full Unconditional Waiver of Lien at the time it picks up the final payment.

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Clay Pearson, City Manager (w/Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Ted Meadows, Spalding DeDecker (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

LETTER OF TRANSMITTAL

TO:

Aaron Staup  
Construction Engineering Coordinator  
City of Novi Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375

DATE:	August 24, 2012
JOB No.:	NV10-001
RE:	2011 NRP – Concrete Streets

WE ARE SENDING YOU:

ATTACHED  HAND DELIVERED  PICK-UP BY Ted Meadows, THE FOLLOWING ITEMS:

COPIES	DESCRIPTION
1	Final Progress Payment
1	Project Close Out Documents

THESE ARE TRANSMITTED:

FOR YOUR USE  AS REQUESTED  FOR APPROVAL  FOR REVIEW AND COMMENT  FOR DISTRIBUTION

REMARKS:

Ted Meadows  
Contract Administrator

cc: SDA Job File  
SDA Chronological File

Engineering Consultants

Infrastructure • Land Development • Surveying



CITY OF NOVI

ORIGINAL

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

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** 2011 NRP - Concrete Streets      **NOVI PROJECT NO.:** NV10-001      **PAYMENT NO.:** FINAL

**OWNER:** City of Novi  
 45175 W. Ten Mile Road  
 Novi, Michigan 48375      **ENGINEER:** Spalding DeDecker & Associates, Inc.  
 905 South Boulevard East  
 Rochester Hills, Michigan 48307      **CONTRACTOR:** Hard Rock Concrete, Inc.  
 38146 Abruzzi Drive  
 Westland, Michigan 48185

**CONTRACT AMOUNT**      **COMPLETION DATE**      **DATES OF ESTIMATE**

**ORIGINAL:** \$426,900.00      **ORIGINAL:** 9/13/2011 - S.C., 10/13/11 - F.C.      **FROM:** November 14, 2011

**REVISED:** \$493,515.40      **REVISED:** 10/14/2011 - S.C., 11/15/2011 - F.C.      **TO:** August 24, 2012

**SECTION 1. COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
1	Mobilization (5% max.)	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00				1	\$ 1,000.00	100%
2	Pre-Construction Video Review	LS	1	\$ 2,500.00	\$ 2,500.00	0	\$ 2,500.00	\$ -				0	\$ -	
3	Soil Erosion & Sed. Control	LS	1	\$ 100.00	\$ 100.00	0	\$ 100.00	\$ -				0	\$ -	
4	Tree Protection	EA	12	\$ 50.00	\$ 600.00	0	\$ 50.00	\$ -				0	\$ -	
5	Maintaining Traffic	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
6	Regrade Ditch	LF	200	\$ 30.00	\$ 6,000.00	200	\$ 30.00	\$ 6,000.00				200	\$ 6,000.00	100%
7	Pavement Removal	SYD	2179	\$ 6.00	\$ 13,074.00	4359.1	\$ 6.00	\$ 26,154.60				4359.1	\$ 26,154.60	100%
8	Sidewalk Removal	SYD	333	\$ 6.00	\$ 1,998.00	265.9	\$ 6.00	\$ 1,595.40				265.9	\$ 1,595.40	100%
9	Excavation, Earth	CYD	325	\$ 18.00	\$ 5,850.00	385.4	\$ 18.00	\$ 6,937.20				385.4	\$ 6,937.20	100%
10	Subgrade Undercut	CYD	100	\$ 18.00	\$ 1,800.00	14.8	\$ 18.00	\$ 266.40				14.8	\$ 266.40	100%
11	Aggregate Base, 21AA, 8"	SYD	1723	\$ 5.00	\$ 8,615.00	2037.6	\$ 5.00	\$ 10,188.00				2037.6	\$ 10,188.00	100%
12	Geotextile Separator	SYD	1723	\$ 1.50	\$ 2,584.50	2037.6	\$ 1.50	\$ 3,056.40				2037.6	\$ 3,056.40	100%
13	Underdrain, 6" w/ Geo-Wrap	LF	900	\$ 9.00	\$ 8,100.00	466	\$ 9.00	\$ 4,194.00				466	\$ 4,194.00	100%
14	Dr. Structure Adj, Case 1	EA	42	\$ 375.00	\$ 15,750.00	52	\$ 375.00	\$ 19,500.00				52	\$ 19,500.00	100%
15	Gate Well Adj, Case 1	EA	1	\$ 400.00	\$ 400.00	0	\$ 400.00	\$ -				0	\$ -	
16	Dr. Structure Cover	LB	2000	\$ 1.25	\$ 2,500.00	2000	\$ 1.25	\$ 2,500.00				2000	\$ 2,500.00	100%
17	Dr. Structure Tap, 6"	EA	5	\$ 75.00	\$ 375.00	5	\$ 75.00	\$ 375.00				5	\$ 375.00	100%
18	Reconstruct Dr. Structure	LF	37	\$ 175.00	\$ 6,475.00	29	\$ 175.00	\$ 5,075.00				29	\$ 5,075.00	100%
19	Point-Up Dr. Structure	EA	1	\$ 75.00	\$ 75.00	1	\$ 75.00	\$ 75.00				1	\$ 75.00	100%
20	Conc. Pavt w/ Integral Curb, 7"	SYD	1723	\$ 27.00	\$ 46,521.00	1993.2	\$ 27.00	\$ 53,816.40				1993.2	\$ 53,816.40	100%
21	Pavt. Repair, Rem, Modified	SYD	3569	\$ 6.00	\$ 21,414.00	3794.2	\$ 6.00	\$ 22,765.20				3794.2	\$ 22,765.20	100%
22	Pavt. Repair, Conc, 8" Modified	SYD	327	\$ 30.00	\$ 9,810.00	2860.9	\$ 30.00	\$ 85,827.00				2860.9	\$ 85,827.00	100%
23	Pavt. Repair, Conc, 9" Modified	SYD	3242	\$ 32.00	\$ 103,744.00	1136.2	\$ 32.00	\$ 36,358.40				1136.2	\$ 36,358.40	100%
24	Cement	TON	4	\$ 160.00	\$ 640.00	4	\$ 160.00	\$ 640.00				4	\$ 640.00	100%

TOTAL THIS SHEET      \$ 261,425.50      \$ 287,824.00      \$ -      \$ 287,824.00      100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2011 NRP - Concrete Streets

NOVI PROJECT NO.: NV10-001

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	Resawing and Sealing Pavt Joints	LF	10310	\$ 0.90	\$ 9,279.00	8348.5	\$ 0.90	\$ 7,513.65				8348.5	\$ 7,513.65	100%
26	Driveway, Conc, 6"	SYD	456	\$ 30.00	\$ 13,680.00	456.9	\$ 30.00	\$ 13,707.00				456.9	\$ 13,707.00	100%
27	Sidewalk, Conc, 4"	SFT	1638	\$ 2.75	\$ 4,504.50	713	\$ 2.75	\$ 1,960.75				713	\$ 1,960.75	100%
28	Sidewalk Ramp	SFT	1265	\$ 3.00	\$ 3,795.00	1036	\$ 3.00	\$ 3,108.00				1036	\$ 3,108.00	100%
29	Detectable Warning Surface	SFT	272	\$ 15.00	\$ 4,080.00	238	\$ 15.00	\$ 3,570.00				238	\$ 3,570.00	100%
30	Seeding and Mulching	SYD	3203	\$ 2.00	\$ 6,406.00	161	\$ 2.00	\$ 322.00				161	\$ 322.00	100%
31	WCOPS Permit	DLR	1850	\$ 1.00	\$ 1,850.00	1850	\$ 1.00	\$ 1,850.00				1850	\$ 1,850.00	100%
32	Mobilization (5% max.)	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00				1	\$ 1,000.00	100%
33	Maintaining Traffic	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
34	Pavt Repr, Rem, Joint, 30"	LF	7944	\$ 4.00	\$ 31,776.00	8089	\$ 4.00	\$ 32,356.00				8089	\$ 32,356.00	100%
35	Pavt Repr, Conc, Longit, Joint 9"	SYD	1182	\$ 40.00	\$ 47,280.00	688.3	\$ 40.00	\$ 27,532.00				688.3	\$ 27,532.00	100%
36	Pavt Repr, Conc, Transv, Joint 8"	SYD	338	\$ 38.00	\$ 12,844.00	1102.2	\$ 38.00	\$ 41,883.60				1102.2	\$ 41,883.60	100%
37	Pavt Repr, Conc, Transv, Joint 9"	SYD	687	\$ 40.00	\$ 27,480.00	456.4	\$ 40.00	\$ 18,256.00				456.4	\$ 18,256.00	100%
38	Pavt. Repair, Conc., 7" (CO 3)	SYD				1701.2	\$ 27.00	\$ 45,932.40				1701.2	\$ 45,932.40	100%
39	Police Training Center Doors	EA				1	\$ 4,200.00	\$ 4,200.00				1	\$ 4,200.00	100%
40	Police Station Door	EA				1	\$ 1,000.00	\$ 1,000.00				1	\$ 1,000.00	100%
TOTAL FROM THIS SHEET					\$ 165,474.50			\$ 205,691.40		\$ -			\$ 205,691.40	
TOTAL FROM OTHER SHEET					\$ 261,425.50			\$ 287,824.00		\$ -			\$ 287,824.00	
SUBTOTAL					\$ 426,900.00			\$ 493,515.40		\$ -			\$ 493,515.40	100%



**CITY OF NOVI**

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

Section 2.

**APPLICATION FOR FINAL PAYMENT**

PROJECT: 2011 NRP - Concrete Streets      NOVI PROJECT NO.: NV10-001      PAYMENT NO.: FINAL

Original Contract Amount:	\$	426,900.00
Change Orders:	\$	66,615.40
Adjusted Contract Amount to Date:	\$	493,515.40
Total Cost of Work Performed to Date:	\$	493,515.40
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 58 \$	1,230.00
	This Pay	
Net Amt. Earned of Contract and Extra Work to Date:	\$	492,285.40
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	492,285.40
MINUS Amount of Previous Payments:	\$	467,609.63
1 \$	201,380.08	
2 \$	266,219.56	
3 \$	-	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	
<b>BALANCE DUE THIS PAYMENT:</b>	<b>\$</b>	<b>24,675.77</b>

CHANGE ORDERS			
No.	Date		Amount
1	September 1, 2011	\$	8,352.00
	October 26, 2011	\$	5,040.75
3	October 26, 2011	\$	61,485.75
4	October 26, 2011	\$	5,200.00
5	October 26, 2011	\$	(13,463.10)
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
<b>TOTAL:</b>		<b>\$</b>	<b>66,615.40</b>

Inspection "Crew Days" Allowed per Contract:	56
Change Order #1 - Additional Crew Days Allowed:	5
Change Order #2 - Additional Crew Days Allowed:	7
Change Order #3	19
Change Order #	
Inspection "Crew Days" Used to Date:	58
Inspection "Crew Days" Remaining:	



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2011 NRP - Concrete Streets

NOVI PROJECT NO.: NV10-001

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:

8/30/12

HARD ROCK CONCRETE  
Contractor Company

Date: 8/28/12

[Signature]  
Contractor Authorized Signature

By: Tony Guimardi  
Print Name

[Signature]

By: Brian Coburn, Engineering Manager

Dated:

9/30/12

Spalding Re-Decker Assoc.  
Consultant Firm

Date: 8/24/12

[Signature]  
Consultant Authorized Signature

By: Ted Meadows  
Print Name

Michigan Department  
of Transportation  
1366 (04/08)

## CONTRACTOR'S AFFIDAVIT OF INDEBTEDNESS

*This information is required and filed with the Michigan Department of Transportation pursuant to provisions of 1.09, 10 of the MDOT's Standard Specifications for Construction. Penalty for failure to supply this information will result in funds being withheld.*

CONTRACT ID NUMBER CITY OF NOVI 2011 NEIGHBORHOOD ROAD PROGRAM - CONCRETE	
COUNTY OAKLAND	DATE OF CONTRACT WITH MDOT 04/08/11
CONTRACTOR HARD ROCK CONCRETE, INC.	NAME OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE ROCCO GRIMALDI, V.P.

AMOUNT OWED FOR LABOR, MATERIAL, AND SUPPLIES ON THIS CONTRACT:	
TO WHOM	AMOUNT
	\$0.00

AMOUNT OWED TO SUBCONTRACTORS AS RETAINAGES OR FINAL PAYMENT ON THIS CONTRACT:	
TO WHOM	AMOUNT
	\$0.00

DISPUTED CLAIMS AGAINST THE CONTRACTOR FOR LABOR, MATERIALS, AND SUPPLIES USED ON THIS CONTRACT:	
TO WHOM	AMOUNT
	\$0.00

As the authorized contractor representative, I state that all labor, material, and supplies used in this construction have been paid for by this Contractor with the exception of those items listed here, including retainages withheld from subcontractors on this contract. These retainages will not be paid by the contractor to the subcontractor until final payment based upon final quantities, as determined by the Michigan Department of Transportation, has been made to the contractor by the Michigan Department of Transportation. Attached are Waivers of Lien from all other approved subcontractors for work performed on this contract.

CONTRACTOR REPRESENTATIVE AUTHORIZED SIGNATURE	TITLE VICE PRESIDENT	DATE 04/16/12
SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DATE APRIL 16, 2012	NOTARY PUBLIC SIGNATURE	
COUNTY WAYNE, Michigan	MY COMMISSION EXPIRES (DATE) 06/05/13	

CYNTHIA J. MININNI  
 Notary Public, State of Michigan  
 County of Wayne  
 My Commission Expires 06-05-2013  
 Acting in the county of *Wayne*

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>HARD ROCK CONCRETE, INC.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>38146 ABRUZZI DRIVE</b>	Requester's name and address (optional) <b>CITY OF NOVI</b>
City, state, and ZIP code <b>WESTLAND, MI 48185</b>	<b>45175 W. 10 MILE ROAD</b> <b>NOVI, MI 48375</b>
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
3   8   2   9   5   2   3   2   7

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person	Date <b>4/18/12</b>
------------------	--------------------------	---------------------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

Owner  
Architect  
Contractor  
Surety  
Other  
10070646

**PROJECT:** 2011 Neighborhood Road Program - Concrete, Job No NV10-001  
(name, address)

**TO:** (Owner)  
City of Novi  
45175 West 10 Mile Rd  
Novi, MI 48375-3024

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

**CONTRACT DATE:**

**CONTRACTOR:**  
Hard Rock Concrete, Inc.  
38146 Abruzzi Drive  
Westland, MI 48185

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**The Guarantee Company of North America USA**  
25800 Northwestern Hwy, Suite 720  
Southfield, Michigan 48075  
SURETY COMPANY

on bond of (here insert name and address of Contractor)  
**Hard Rock Concrete, Inc.**  
38146 Abruzzi Drive  
Westland, Michigan 48185  
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 10 Mile Rd  
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 17th day of April, 2012

Surety Company  
**The Guarantee Company of North America  
USA**

Signature of Authorized Representative

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

Attest:  
(Seal):

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

©1970-THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK, AVE., NW, WASHINGTON, D.C. 20006



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
 Southfield, Michigan  
**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Buddle, Steven K. Brandon, Terence J. Griffin, Patrick E. Williams  
 Griffin, Smalley & Wilkerson, Inc. a division of Valenti, Trobec, Chandler, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
 County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
 Notary Public, State of Michigan  
 County of Oakland  
 My Commission Expires February 27, 2018  
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 17th day of April, 2012 .

*Randall Musselman*

Randall Musselman, Secretary



The Guarantee Company of North America USA  
102 Kercheval, Grosse Pointe Farms, Michigan 48236

RIDER

To be attached and made a part of Bond Number 10070646, issued The Guarantee Company of North America USA, hereinafter called the Surety, on behalf of \_\_\_\_\_  
Hard Rock Concrete, Inc. hereinafter called the Principal, in favor of City of Novi hereinafter called the Obligee, and dated the 4th day of April, 2012.

In consideration of the premium charged for the attached bond and other good and valuable consideration it is understood and agreed that effective the 17th day of April, 2012 and subject to all other terms, conditions and limitations of the attached bond, said bond shall be amended as follows:

Increase Maintenance Amount to \$493,515.40 from \$426,900.00

Signed, sealed and dated this 17th day of April, 2012.

The Guarantee Company of North America USA

BY:   
Susan L. Belloli, Attorney-In-Fact

*Correct Amount  
A.J.*



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
 Southfield, Michigan  
**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon, Terence J. Griffin, Patrick E. Williams  
 Griffin, Smalley & Wilkerson, Inc. a division of Valenti, Trobec, Chandler, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
 County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
 Notary Public, State of Michigan  
 County of Oakland  
 My Commission Expires February 27, 2018  
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 17th day of April, 2012 .

*Randall Musselman*

Randall Musselman, Secretary

**SWORN STATEMENT**

State of Michigan

County of WAYNE } §

ROCCO GRIMALDI, V.P., being duly sworn, states the following:

HARD ROCK CONCRETE, INC.

is the (contractor)(subcontractor) for an improvement to the following real property in OAKLAND County, Michigan, described as follows: 2011 NEIGHBORHOOD ROAD PROGRAM - CONCRETE

The following is a statement of each subcontractor, supplier and laborer, for whom 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, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

	Name Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid	
①	ACE Cutting Equipment	ADA Plates		\$ 2,808.01	0	0	0	0	✓
②	MCCOIG Materials	Cement		\$ 151,320.30	0	0	0	0	✓
③	HD Supply	Frames & grates		\$ 3,038.55	0	0	0	0	✓
④	Terry Sweeney	Geotextile Separator, Tie bars & Mesh		\$ 9,126.28	0	0	0	0	✓
	Totals		0.00	\$ 166,293.14	0.00	0.00	0.00	0.00	

(Some columns may not be applicable to all persons listed)

- ① ACE Cutting Equipment & Supply 25806 NOVI Rd., NOVI, MI 48375 (248) 449-4944
- ② MCCOIG Materials, LLC Dept. 77280 P.O. Box 77000, Detroit, MI 48277 (313) 357-2125
- ③ HD Supply & Waterworks 4901 Dewitt, Canton, MI 48188 (734) 398-5950
- ④ Terry Sweeney & Co. P.O. Box 506, 25265 Trans-X Rd. NOVI, MI 48376 (248) 374-1111

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.\*

I make this statement as the (contractor)(subcontractor) or as \_\_\_\_\_ of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE 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 UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

ROCCO GRIMALDI, V.P.

Dependent Printed Name

Rocco Grimaldi  
Dependent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

Subscribed and sworn to before me this

16<sup>th</sup> day of April, 2012

Cynthia J Mininni

Notary Public, Wayne County, Michigan

My Commission Expires:

06/05/2013

CYNTHIA J MININNI  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 06-05-2013  
Acting in the county of Wayne

\*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

FULL UNCONDITIONAL WAIVER

My/our contract with HARD ROCK CONCRETE, INC. to provide  
2X5 RED BRICK ADA PLATES for the improvement of the property described as  
2011 NEIGHBORHOOD ROAD PROGRAM - CONCRETE.

ACE CUTTING EQUIPMENT & SUPPLY, INC. having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

Ron Measel, Owner  
(Printed Name of Lien Claimant)  
[Signature]  
(Signature of lien claimant)

Signed on: 4-17-12

Address: ACE CUTTING EQUIPMENT  
25806 NOVI ROAD  
NOVI, MI 48375

Telephone: 248 449-4944

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

*pd. in Full  
8-23-12  
D-3*

FULL UNCONDITIONAL WAIVER

My/our contract with HARD ROCK CONCRETE, INC. to provide  
CEMENT for the improvement of the property described as  
2011 NEIGHBORHOOD ROAD PROGRAM - CONCRETE. CITY OF NOVI. gm  
MCCOIG MATERIALS, LLC having been

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

MCCOIG MATERIALS LLC  
JULIE MORAN, CREDIT MGR.  
(Printed Name of Lien Claimant)

Julie Moran  
(Signature of lien claimant)

Signed on: 4-17-12

Address: P.O. Box 6349  
Plymouth MI 48170

Telephone: 734-357-2120

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

FULL UNCONDITIONAL WAIVER

My/our contract with HARD ROCK CONCRETE, INC. to provide  
FRAMES AND GRATES for the improvement of the property described as  
2011 NEIGHBORHOOD ROAD PROGRAM - CONCRETE.

HD SUPPLY AND WATERWORKS having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

HD Supply Waterworks

(Printed Name of Lien Claimant)

Kathy Anderson <sup>Kathy Anderson</sup>  
Credit Manager

(Signature of lien claimant)

Signed on: 4-16-12

Address: P.O. Box 91036

Chicago IL 60693

Telephone: 800-893-9150 X 201

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

Ad. in Full  
8-23-12  
DJ

FULL UNCONDITIONAL WAIVER

My/our contract with HARD ROCK CONCRETE, INC. to provide  
Geotext. Separator, Tiebars & Mesh for the improvement of the property described as  
2011 NEIGHBORHOOD ROAD PROGRAM - CONCRETE.  
TERRY SWEENEY & COMPANY having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

TERRY SWEENEY & CO  
(Printed Name of Lien Claimant)

Terry Sweeney Owner  
(Signature of lien claimant)

Signed on: 4/16/12

Address: 25265 TRANS-X  
NOVI, MI 48378

Telephone: 248/374-1111

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

*pd. in Full  
8-23-12  
DZ*