



CITY of NOVI CITY COUNCIL

Agenda Item G
October 8, 2012

SUBJECT: Approval of the final pay estimate to Florence Cement Company for the Beck Road Rehabilitation project (Nine Mile Road to Cheltenham Drive) in the amount of \$16,534.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{PH} *BIC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$16,533.70
AMOUNT BUDGETED	\$16,500.00
LINE ITEM NUMBER	202-202.00-865.234

BACKGROUND INFORMATION:

This project included the reconstruction and rehabilitation of Beck Road between Nine Mile Road and Cheltenham Drive. This section of road was rated a PASER 3 (poor). The portion between Nine Mile Road and Beckenham Boulevard was reconstructed while the remaining portion, between Beckenham Boulevard and Cheltenham Drive was repaved using mill and overlay. Some drainage improvements were also performed in the reconstructed area where the road had experienced flooding in the past. The project also included 4-foot wide paved shoulders within the project limits as recommended by the Non-Motorized Master Plan. The construction contract was awarded to Florence Cement Company at the June 6, 2011 City Council meeting in the amount of \$314,365. The design plans were developed and the construction contract administered by the City's engineering consultant, Spalding DeDecker & Associates, Inc. (SDA).

Engineering staff and the Spalding DeDecker reviewed and verified the final contract payment amount of \$16,533.70 that is due to the contractor, Florence Cement Company. (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 September 10, 2012 letter, attached).

There were two approved change orders resulting in a net increase of \$16,308.49 to the construction contract price. The first change order, in the amount of \$14,450, was approved to address several unforeseen issues not known until excavation took place. The second change order, in the amount of \$1,858.49, was primarily to balance quantities originally estimated in the contract. The sum of approved change orders resulted in a final contract price of \$330,674.09.

RECOMMENDED ACTION: Approval of the final pay estimate to Florence Cement Company for the Beck Road Rehabilitation project (Nine Mile Road to Cheltenham Drive) in the amount of \$16,534.

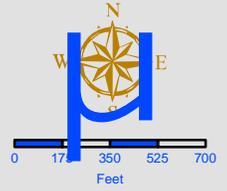
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

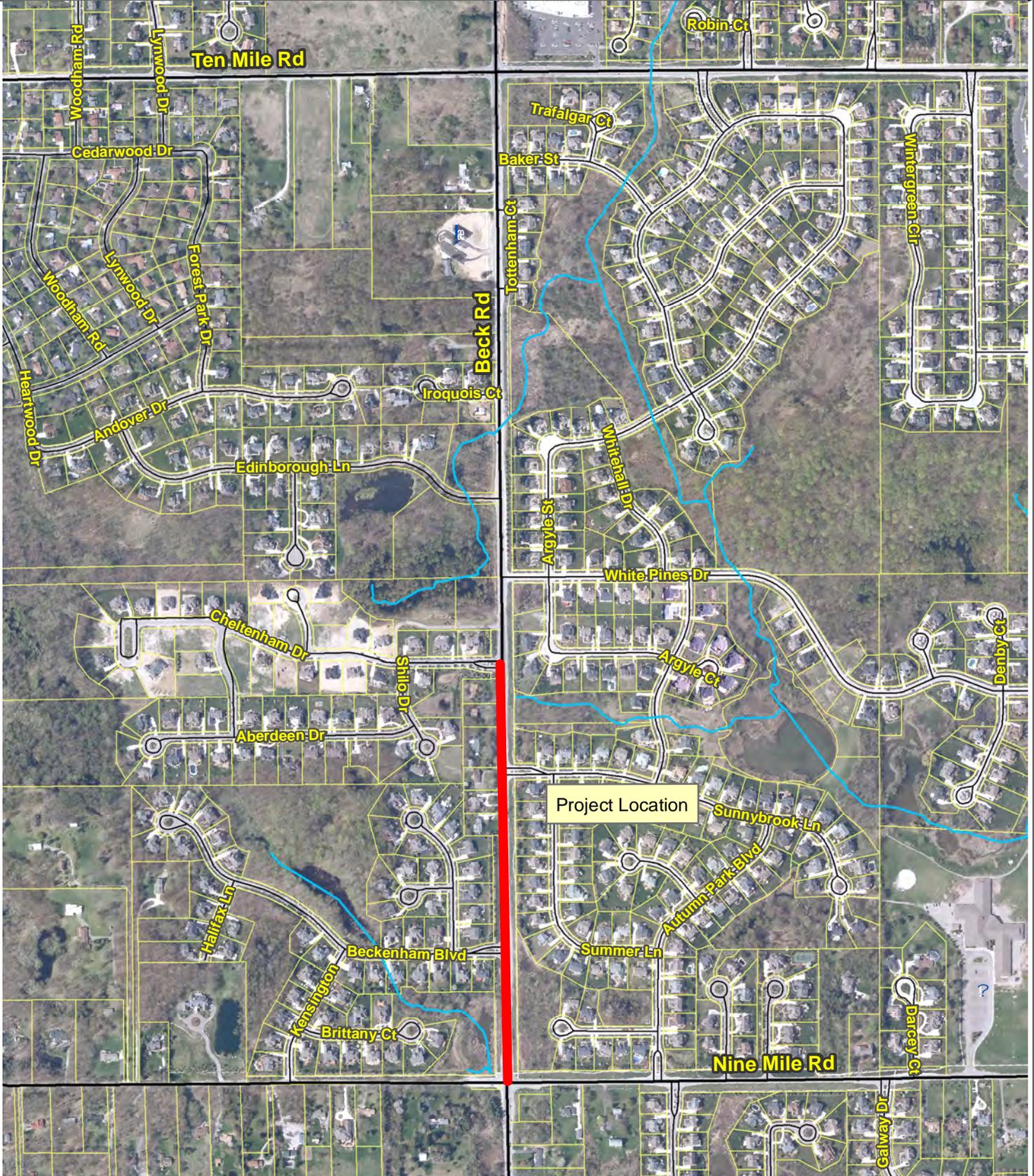
MAP INTERPRETATION NOTICE

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



BECK ROAD REHABILITATION Nine Mile to Cheltenham Dr.





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@jrslaw.com

www.johnsonrosati.com

September 10, 2012

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

**RE: Beck Road Rehabilitation
Florence Cement, Co.**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Beck Road Rehabilitation:

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

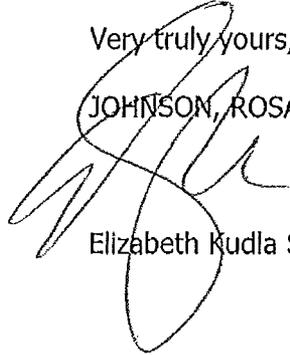
The closing documents appear to be in order and have been approved by City Staff.

It is our understanding that Florence Cement, Co. 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.: NV10-002
RE: Beck Road Rehabilitation

WE ARE SENDING YOU:

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

Table with 2 columns: COPIES, DESCRIPTION. Row 1: 1, Final Progress Payment. Row 2: 1, Project Close Out Documents.

THESE ARE TRANSMITTED:

() FOR YOUR USE () AS REQUESTED (x) FOR APPROVAL () FOR REVIEW AND COMMENT () FOR DISTRIBUTION

REMARKS:

Ted Meadows signature
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: Beck Road Rehabilitation NOVI PROJECT NO.: NV10-002.1C PAYMENT NO.: FINAL
 OWNER: City of Novi ENGINEER: Ted Meadows CONTRACTOR: Florence Cement Co.
 26300 Lee BeGole Drive Novi, Michigan 48375 12585 23 Mile Road
 Shelby Twp., MI 48315

CONTRACT AMOUNT COMPLETION DATE DATES OF ESTIMATE

ORIGINAL: \$314,365.60 ORIGINAL: September 7, 2011 FROM: September 13, 2011
 REVISED: \$330,674.09 REVISED: September 12, 2011 TO: July 6, 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	%
0	Const. Mobilization, Crew Equip.	Eq	24	\$ 75.00	\$ 1,799.00	24	\$ 75.00	\$ 1,799.00				24	\$ 1,799.00	100%
1	Mobilization, Max. 5%	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00				1	\$ 15,000.00	100%
2	Pre-Construction Video Review	LS	1	\$ 1,100.00	\$ 1,100.00	1	\$ 1,100.00	\$ 1,100.00				1	\$ 1,100.00	100%
3	Soil Erosion & Sedim. Control	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1	\$ 2,000.00	100%
4	Pavt. Rem.	Syd	5251	\$ 2.10	\$ 11,027.10	5095	\$ 2.10	\$ 10,699.50				5095	\$ 10,699.50	100%
5	Sidewalk, Rem.	Syd	62	\$ 4.10	\$ 254.20	53	\$ 4.10	\$ 218.33				53	\$ 218.33	100%
6	Rearade Ditch	Ft	100	\$ 3.00	\$ 300.00	100	\$ 3.00	\$ 300.00				100	\$ 300.00	100%
7	Embankment, CIP	Cyd	534	\$ 6.00	\$ 3,204.00	534	\$ 6.00	\$ 3,204.00				534	\$ 3,204.00	100%
8	Excavation, Earth	Cyd	726	\$ 19.00	\$ 13,794.00	1176	\$ 19.00	\$ 22,344.00				1176	\$ 22,344.00	100%
9	Subgrade Undercut	Cyd	200	\$ 26.50	\$ 5,300.00		\$ 26.50	\$ -			#DIV/0!			
10	Aggregate Base, 6-inch	Syd	270	\$ 16.50	\$ 4,455.00	270	\$ 16.50	\$ 4,455.00				270	\$ 4,455.00	100%
11	Aggregate Base, 8-inch	Syd	5836	\$ 6.00	\$ 35,016.00	5016	\$ 6.00	\$ 30,096.00				5016	\$ 30,096.00	100%
12	Geocrid	Syd	2165	\$ 3.30	\$ 7,144.50	1957	\$ 3.30	\$ 6,458.45				1957	\$ 6,458.45	100%
13	Shoulder, Class II	Ton	180	\$ 23.00	\$ 4,140.00	135	\$ 23.00	\$ 3,099.71				135	\$ 3,099.71	100%
14	Shoulder, Class I, 6-inch	Syd	282	\$ 18.00	\$ 4,716.00	211	\$ 18.00	\$ 3,802.50				211	\$ 3,802.50	100%
15	Culv. Cl E, 12-inch	Ft	70	\$ 32.00	\$ 2,240.00	72	\$ 32.00	\$ 2,304.00				72	\$ 2,304.00	100%
16	Dr. Structure, Tap, 6-inch	Eq	1	\$ 54.00	\$ 54.00		\$ 54.00	\$ -			#DIV/0!			
17	Underdrain, 6-inch	Ft	472	\$ 14.00	\$ 6,608.00	691	\$ 14.00	\$ 9,674.00				691	\$ 9,674.00	100%
18	Underdrain Outlet Pipe	Ft	160	\$ 13.00	\$ 1,950.00	65	\$ 13.00	\$ 845.00				65	\$ 845.00	100%
19	Cold Milling HMA Surface	Syd	3898	\$ 1.10	\$ 4,287.80	3945	\$ 1.10	\$ 4,230.60				3945	\$ 4,230.60	100%
20	HMA, 3C	Ton	940	\$ 61.00	\$ 57,340.00	938	\$ 61.00	\$ 57,218.00				938	\$ 57,218.00	100%
21	HMA, 4C	Ton	1224	\$ 67.00	\$ 82,078.00	1315	\$ 67.00	\$ 88,105.00				1315	\$ 88,105.00	100%
22	Valley Gutter	Ft	181	\$ 28.50	\$ 5,158.50	68	\$ 28.50	\$ 1,938.00				68	\$ 1,938.00	100%
23	Sidewalk, Conc, 4-inch	Sft	210	\$ 5.50	\$ 1,155.00	331	\$ 5.50	\$ 1,820.50				331	\$ 1,820.50	100%
24	Sidewalk Ramp, ADA Compliant	Sft	355	\$ 5.50	\$ 1,952.50	389	\$ 5.50	\$ 2,139.50				389	\$ 2,139.50	100%

TOTAL THIS SHEET \$ 270,874.60 \$ 271,050.09 \$ - \$ 271,050.09 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Book Road Rehabilitation

NOVI PROJECT NO.:

NV10-002.1C

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	ADA Detectable Warning Plate, Retrofit	Sft	72	\$ 5.50	\$ 396.00	48	\$ 5.50	\$ 264.00				48	\$ 264.00	100%
26	ADA Detectable Warning Plate	Sft	64	\$ 30.00	\$ 1,920.00	63	\$ 30.00	\$ 1,896.00				63	\$ 1,896.00	100%
27	Maintaining Traffic	LS	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00	\$ 11,000.00				1	\$ 11,000.00	100%
28	Permanent Pavt Mkr & Stening	LS	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	\$ 20,000.00				1	\$ 20,000.00	100%
29	Gate Well Cover, Adj, Case 2	Ea	3	\$ 225.00	\$ 675.00		\$ 225.00							
30	Hydrant, Relocate, Case 2	Ea	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
31	Restoration	Syd	1500	\$ 3.00	\$ 4,500.00	3578	\$ 3.00	\$ 10,734.00				3578	\$ 10,734.00	100%
32	Permit Fees	Dir	3500	\$ 1.00	\$ 3,500.00	3500	\$ 1.00	\$ 3,500.00				3500	\$ 3,500.00	100%
33-1	Aggregate Base, 12-inch	Syd				600	\$ 9.00	\$ 5,400.00				600	\$ 5,400.00	100%
34-1	Excavation of Prepared Agg Base	LS				1	\$ 500.00	\$ 500.00				1	\$ 500.00	100%
35-2	Additional Stage mobilization	LS				1	\$ 4,830.00	\$ 4,830.00				1	\$ 4,830.00	100%
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TOTAL FROM THIS SHEET					\$ 43,491.00			\$ 59,624.00		\$ -			\$ 59,624.00	
TOTAL FROM OTHER SHEET					\$ 270,874.60			\$ 271,050.09		\$ -			\$ 271,050.09	
SUBTOTAL					\$ 314,365.60			\$ 330,674.09		\$ -			\$ 330,674.09	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: Beck Road Rehabilitation NOVI PROJECT NO.: NV10-002.1C PAYMENT NO.: FINAL

Original Contract Amount	\$	314,365.50
Change Orders:	\$	16,308.49
Adjusted Contract Amount to Date:	\$	330,674.09
Total Cost of Work Performed to Date:	\$	330,674.09
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 29 \$	-
	This Pay	
Net Amt. Earned of Contract and Extra Work to Date:	\$	330,674.09
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	330,674.09
MINUS Amount of Previous Payments:	\$	314,140.38
1 \$	210,472.07	
2 \$	103,668.31	
3 \$	-	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	
BALANCE DUE THIS PAYMENT:	\$	16,533.76

CHANGE ORDERS

No.	Date	Amount
1	Sept. 15, 2011	\$ 14,450.00
	November 2, 2011	\$ 1,858.49
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -

TOTAL: \$ 16,308.49

Inspection "Crew Days" Allowed per Contract	29
Inspection "Crew Days" Used to Date:	29
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: Beck Road Rehabilitation

NOVI PROJECT NO.: NV10-002.1C

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. Stalup, Construction Engineering Coordinator

Dated: 8/30/12

Contractor Company

Date:

Contractor Authorized Signature

By: Print Name

Consultant Firm: *Spadina Decker Co*

Date: 7/10/12

Consultant Authorized Signature: *Ted Meadows*

By: *Ted Meadows*
Print Name

By: Brian Coburn, Engineering Manager

Dated: 9/30/12



CITY OF NOVI

28300 Delwin Drive
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5639

Section 2

APPLICATION FOR FINAL PAYMENT

PROJECT: Beck Road Rehabilitation

NOVI PROJECT NO:

NO10-002.1C

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. Satup, Construction Engineering Coordinator

Date: _____

By: Brian Coburn, Engineering Manager

Date: _____

Florence Cement Co.

Contractor Company

[Signature]

Contractor Authorized Signature

By: Michael P. Priglio

Print Name

Date: 7/18/12

Scandinavian Design & Construction, LLC
Consultant Firm

[Signature]

Consultant Authorized Signature

By: Ted Meadows

Print Name

Date: 7/10/12



12585 23 MILE ROAD
 SHELBY TOWNSHIP, MI 48315
 (586) 997-2666 (586) 997-3966

LETTER OF TRANSMITTAL

TO:
 Spalding DeDecker Associates, Inc.
 39293 Plymouth Road
 Suite 102
 Livonia, MI 48150

DATE: September 6, 2012
 JOB NO: FCC #11018
 SDA # NV10-002

Attn: Ted Meadows

PROJECT: Beck Road

WE ARE SENDING YOU:

- ATTACHED Under separate cover via _____ the following items:
 Shop drawings *Prints *Plans *Samples *Specifications
 Copy of letter *Change order

Copies	Date	Description
1		Increase Rider for Maintenance & Guarantee Bond

THESE ARE TRANSMITTED as checked below:

- | | | |
|---|---|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> Resubmit ___ copies or approval |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Submit ___ copies for distribution |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Returned for Corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For Review and Comment | | <input type="checkbox"/> For Bonds |
| <input type="checkbox"/> For Signature and Return | | |

FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Ted,

Should you have any questions or need any additional information, feel free to contact me at 586.997.2666. Thank you!!

COPY TO:

If the enclosures are not as noted,
 please notify us at once.

SIGNED:

Doreen Lanni



12585 23 MILE ROAD
 SHELBY TOWNSHIP, MI 48315
 (586) 997-2666 (586) 997-3966

LETTER OF TRANSMITTAL

TO:
 Spalding DeDecker Associates, Inc.
 39293 Plymouth Road
 Suite 102
 Livonia, MI 48150

DATE: June 18, 2012
 JOB NO: FCC #11018
 SDA # NV10-002

Attn: Ted Meadows

PROJECT: Beck Road

WE ARE SENDING YOU:

- ATTACHED Under separate cover via _____ the following items:
 Shop drawings *Prints *Plans *Samples *Specifications
 Copy of letter *Change order

Copies	Date	Description
1		Contractor's Declaration
1		Sworn Statement with Waivers of Lien
1		Increase Rider for Maintenance & Guarantee Bond
1		Consent of Surety

THESE ARE TRANSMITTED as checked below:

- For Approval Approved as Submitted Resubmit ___ copies or approval
 For Your Use Approved as Noted Submit ___ copies for distribution
 As Requested Returned for Corrections Return _____ corrected prints
 For Review and Comment For Bonds
 For Signature and Return

FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Ted,

Attached are the close out documents that you requested. Should you have any questions or need any additional information, feel free to contact me at 586.997.2666.
 Thank you!!

COPY TO: _____

SIGNED: _____


 Doreen Lanni

If the enclosures are not as noted,
 please notify us at once.

Received:
Nov. 9, 2011, 9:25 AM

Fax: 5069973966

Nov 9 2011 09:33am
Nov 8 2011 6:09

No. 4964 P. 1

11018
BC



CEMENT COMPANY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Concrete Sawcutting

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Arrow Concrete Cutting

Scott Gerdelina
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 11-9-2011

NAME: SCOTT GERDELINA

TITLE: PRESIDENT

P.O. Box 1095

Monroe, MI 48161

TELEPHONE: (734)241-8050

FAX NO.: (734)241-8054

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY:**

12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

An Equal Opportunity Employer

11018
BL



CEMENT COMPANY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Asphalt

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Cadillac Asphalt Paving Co.

(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 11-15-11

NAME: Allen V. Lindsay

TITLE: MANAGER

27575 Wixom Road

Novi, MI 48375

TELEPHONE: (248)349-8600

FAX NO.: (734)449-8488

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY**

12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

"An Equal Opportunity Employer"



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc. (OTHER CONTRACTING PARTY)

TO PROVIDE Milling

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham FLORENCE JOB #11018 - CONTRACT #NV10-002

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

IF the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Shaw Contracting Co.

Signature of Brad R. Shaw (SIGNATURE OF DAN CLAIMANT)

SIGNED ON: 5/7/12

NAME: Brad R. Shaw

TITLE: Secretary/Treasurer

509 Morton Street

Bay City, MI 48706

TELEPHONE: (989)684-0014

FAX NO.: (989)667-5758

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY



CEMENT COMPANY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Audio Video Survey

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltherham

FLORENCE JOB #11018 - CONTRACT #NV10-002

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Finishing Touch Photo & Video

SIGNED ON: 5/2/12

C. Hurley
(SIGNATURE OF LIEN CLAIMANT)

NAME: C. Hurley

TITLE: Officer

25095 25 Mile Road

Chesterfield, MI 48051

TELEPHONE: (586)749-3340

FAX NO.: (586)749-3340

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY**

12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

"An Equal Opportunity Employer"

11018
BL



CEMENT COMPANY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc
(OTHER CONTRACTING PARTY)

TO PROVIDE Trucking

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

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Haynes Enterprise

Herbert Haynes
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 11-17-11

NAME: Herbert Haynes

TITLE: President

P.O. Box 760522

Lathrup Village, MI 48076

TELEPHONE: (248)866-4273

FAX NO.: (248)353-6082

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY**

11018
BL



CEMENT COMPANY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Trucking

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

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Jackie's Transport, Inc

(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 12/8/2011

NAME: Michael Spikes

TITLE: President

7811 Chubb Road

Northville, MI 48167

TELEPHONE: (248)344-0047

FAX NO.: (248)344-4905

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
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12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

"An Equal Opportunity Employer"



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Soil Erosion Control

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

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J&M Construction Corporation

Mary Ann Hamilton
(SIGNATURE OF CLAIMANT)

SIGNED ON: 5-7-12

NAME: MARY ANN HAMILTON

TITLE: OFFICE MANAGER

PO Box 175

New Hudson, MI 48165-0175

TELEPHONE: (248)685-0757

FAX NO.: (248)685-7620

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY**

162
Michael



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)
TO PROVIDE Restoration

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham
FLORENCE JOB #11018 - CONTRACT #NV10-002

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

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Michael's Landscaping, Inc.

SIGNED ON: 8/29/13

[Signature]
(SIGNATURE OF LIEN CLAIMANT)

NAME: Mike Moscieth

TITLE: Pres

39206 E. Archer

Harrison Twp, MI 48045

TELEPHONE: (586)337-0450

FAX NO.: (586)630-0229

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY

12585 23 MILE RD. • SHELBY TWP, MI 48315 • TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

"An Equal Opportunity Employer"



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Jackie's Transport, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Aggregate Materials

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

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Novi Crushed Concrete, LLC

Daniel Copeland
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 12-8-11

NAME: Daniel Copeland

TITLE: Agent

46900 West 12 Mile Road

Novi, MI 48377

TELEPHONE: (248)305-6020

FAX NO.: (248)305-6023

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY**



CEMENT COMPANY

11018
30

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Aggregate Materials and Trucking

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE-JOB #11018 - CONTRACT #NV10-002

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Novi Crushed Concrete, LLC

David Copeland
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 12-8-11

NAME: David Copeland

TITLE: Agent

46900 West 12 Mile Road

Novi, MI 48377

TELEPHONE: (248)305-6020

FAX NO.: (248)305-6023

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RETAIN A COPY**

12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

"An Equal Opportunity Employer"



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Pavement Markings

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

HAS BEEN FULLY PAID AND SATISFIED. BY SIGNING THIS WAIVER, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST THE DESCRIBED PROPERTY ARE HEREBY WAIVED AND RELEASED.

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P.K. Contracting, Inc.

Nicole Gray
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 5/7/12

NAME: Nicole Gray, Agent

TITLE: _____

1965 Barrett

Troy, MI 48084

TELEPHONE: (248)362-2130

FAX NO.: (248)362-4969

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY**

12585, 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

"An Equal Opportunity Employer"



FULL UNCONDITIONAL WAIVER.

MY/OUR CONTRACT WITH Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Traffic Control & Permanent Signs

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

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Poco, Inc.

Murray J. Fowelson Jr
(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: *[Signature]*

NAME: Murray Fowelson Jr

TITLE: VICE PRESIDENT

4850 South Sheldon Rd.

Canton, MI 48188

TELEPHONE: (734)397-1677

FAX NO.: (734)397-5903

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY**



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH: Florence Cement, Inc.
(OTHER CONTRACTING PARTY)

TO PROVIDE Concrete Drives and Sidewalks

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Beck Road - Nine Mile to Cheltenham

FLORENCE JOB #11018 - CONTRACT #NV10-002

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Edward R White Contractors Inc

SIGNATURE OF LIEN CLAIMANT

SIGNED ON: 5-7-12

NAME: ROBERT W. WHITE
CORP. SECRETARY

TITLE: _____

4500 Pontiac Lake Road

Waterford, MI 48328

TELEPHONE: (248)393-9965

FAX NO.: (248)393-6750

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY

12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

"An Equal Opportunity Employer"

**INCREASE
RIDER**

Rider to be attached to and form a part of Bond Number 1951249, dated the 7th day of July, 2011, executed by The Hanover Insurance Company (the "Surety") on behalf of

Florence Cement Company (the "Principal")
In favor of

City of Novi, Michigan (the "Obligee")

It is understood and agreed that the penal sum of the attached bond is hereby increased from

Three Hundred Fourteen Thousand Three Hundred Sixty Five and 60/100 (\$ 314,365.60) Dollars
to

Three Hundred Thirty Thousand Six Hundred Seventy Four and 09/100 (\$ 330,674.09) Dollars
said increase being applicable only as to acts or omissions occurring on or after the 25th day of July, 2011.

This change is effective 25th day of July, 2011.

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

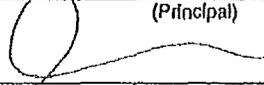
Signed, sealed and dated this 25th day of July, 2011.

WITNESS or ATTEST:

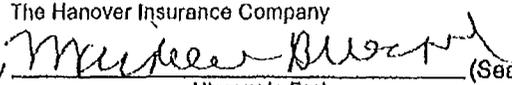


Florence Cement Company

(Principal)

By  (Seal)

Name: ANGELO S. LANINI, PRESIDENT
Title:

The Hanover Insurance Company
By  (Seal)
Michelle Buechel Attorney-In-Fact

**THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY
 CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Thomas R. Guy, Paul M. Hurlley, Robert D. Heuer, Michael D. Lechner, Margaret M. Kohloff,
 Carol A. Johnson, Michelle Buechel and/or Kristyn Langhoen**

of Troy, MI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of December 2011.



**THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas
 Robert Thomas, Vice President

Joe Brenstrom
 Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
 COUNTY OF WORCESTER } ss.

On this 29th day of December 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 **BARBARA A. GARLICK**
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires September 21, 2018

Barbara A. Garlick
 Barbara A. Garlick, Notary Public
 My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25th day of July 2011.

**THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA**

John Margosian
 John Margosian, Vice President

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner _____
Architect _____
Contractor _____
Surety **X**
Other _____

Bond No. 1951249

PROJECT: Beck Road Rehabilitation - Nine Mile to Cheltenham
(name, address)

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

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Beck Road Rehabilitation
- Nine Mile to Cheltenham

CONTRACT DATE:

CONTRACTOR:
Florence Cement Company
12585 23 Mile Road
Shelby Township, MI 48315

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
The Hanover Insurance Company

440 Lincoln Street
Worcester, Massachusetts 01653

,SURETY COMPANY

on bond of (here insert name and address of Contractor)
Florence Cement Company
12585 23 Mile Road
Shelby Township, Michigan 48315

,CONTRACTOR,

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

City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

,OWNER,

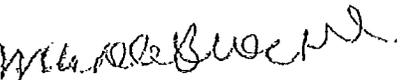
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 7th day of May, 2012

Surety Company
The Hanover Insurance Company


Signature of Authorized Representative

Attest:
(Seal):



Kristyn Langbeen - 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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas R. Guy, Paul M. Hurley, Robert D. Heuer, Michael D. Lechner, Margaret M. Kohloff,
Carol A. Johnson, Michelle Buechel and/or Kristyn Langbein

of Troy, MI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

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THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas

Robert Thomas, Vice President

Joe Bronstrom

Joe Bronstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 29th day of December 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept 21, 2018

Barbara A. Garlick

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of May 2012.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John Margolian

John Margolian, Vice President

SWORN STATEMENT

STATE OF MICHIGAN)
COUNTY OF MACOMB)

_____ Angelo S. Lanni _____, being sworn, states the following:

Florence Cement Company, is the contractor for an improvement to the following real property in Oakland County, Michigan, described as follows:

Beck Road Rehabilitation- Nine Mile to Cheltenham - City of Novi, County of Oakland, State of Michigan
FCC Job # 11018

That the following is a statement of each subcontractor and 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 of the property, and that the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names as follows:

Name of subcontractor, supplier or laborer	Type of Improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
Arrow Concrete Cutting	Concrete Sawcutting		2,322.20	-			
Cadillac Asphalt	Asphalt		113,968.38	-			
Shaw Contracting	Milling		2,950.00	-			
Finishing Touch Photo & Video	Audio Visual Survey		1,100.00	-			
Haynes Enterprises	Trucking		7,474.00	-			
Jackie's Transport	Trucking & Aggregate Materials		29,388.03	-			
J&M Construction	Soil Erosion		1,967.43	-			
Michael's Landscaping	Restoration		10,626.66	-			
Novi Crushed Concrete	Aggregate Materials		3,645.85	-			
P.K. Contracting, Inc.	Pavement Markings		30,268.20	-			
Poco Inc.	Traffic Control & Permanent Signs		6,697.34	-			
Edward R. White	Concrete Drives & Sidewalks		6,660.38	-			
ALL WAGES, FRINGES, BENEFITS, TAXES AND WITHHOLDINGS ARE PAID IN FULL.							
There are no subcontractors and / or suppliers other than those listed above.							
TOTALS		-	217,105.53	-			

(Some columns are not applicable to all persons listed)

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 supplier/subcontractor of the contractor/subcontractor 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, P.A. 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY SHALL NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A.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 THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, 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, OR LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF 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.

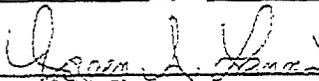


Angelo S. Lanni, President

WARNING TO DEPONENT: A PERSON, WHO GIVES A FALSE SWORN STATEMENT WITH THE 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 on this

30 th day of August 2012.



Notary Public Signature

Doreen A. Lanni
Oakland County, State of Michigan
My commission expires 7/24/2017
Acting in the county of Macomb, in the state of Michigan