



CITY of NOVI CITY COUNCIL

**Agenda Item E
December 17, 2013**

SUBJECT: Approval of the final payment to G.V. Cement Contracting Co. for the 2013 Neighborhood Road Program—Contract 1 (Concrete) in the amount of \$32,331.80.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{R34} *BIC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 32,331.80
AMOUNT BUDGETED	\$1,467,842 (including FY12-13 rollover)
LINE ITEM NUMBER	203-203.00-865.432

BACKGROUND INFORMATION:

Each year, the City completes a Neighborhood Road Program that implements the City's Asset Management approach for pavement, which stresses the importance of using preventative maintenance to preserve good quality roads using low-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires reconstruction involving much more effort at a higher cost. The 2013 Neighborhood Road Program consisted of two separate contracts: one for concrete pavement and the other for asphalt. The base bid (or Phase I) contract addressed the rehabilitation of the following concrete street segments:

Road Segment	From	To	PASER	Treatment
Keenan Ct	Williams Dr	End	4	Reconstruct
Sullivan Ln	Williams Dr	Kali Ct	4	Partial Reconstruct
Dunbarton Dr	Taft Rd	Huntingcross Dr	4	Joint/Slab Repair
Midway Dr	Roundview Dr	200 Feet	6	Joint/Slab Repair
Broquet Dr	Glen Haven Cir	Meadowbrook Rd	3	Joint/Slab Repair
Onaway Ct	Onaway Dr	End	5	Joint/Slab Repair
Onaway Dr	Glen Haven Cir	Onaway Ct	3	Joint/Slab Repair
Pellston Dr	Glen Haven Cir	End	3	Joint/Slab Repair
Roscommon Dr	Glen Haven Cir	End	5	Joint/Slab Repair
Queens Pointe Dr	Park Ridge Rd	Kings Pointe Dr	4	Joint/Slab Repair

The construction contract was awarded for this project at the April 22, 2013 City Council meeting to GV Cement Contracting Company in the amount of \$338,477.

After the award of the asphalt contract (Contract 2), staff was able to determine remaining available budget that could be allocated for additional street rehabilitation. Staff revisited the residential street list for rehabilitation and recommended Change Order No. 1 (in the amount of \$249,542) to Council at the July 8, 2013 meeting. The additional concrete street segments added are listed below:

Road Segment	From	To	PASER	Treatment
Cordoba	Cheyenne Dr	Arcadia Dr	5	Joint/Slab Repair
Kings Pointe Dr	Queens Pointe Dr	Ten Mile Rd	5	Joint/Slab Repair
Highlands Dr	Cherry Hill Rd	Cherry Hill Rd	4	Joint/Slab Repair
Dunbarton Dr	Taft Rd	Foxtan Dr	5	Joint/Slab Repair
Devron Ct	Fuller Dr	End	4	Partial Reconstruct
Fuller Dr	Devron Ct	Porter St	5	Partial Reconstruct
Dukesbury Ct	Chase Dr	End	4	Reconstruct

Engineering staff worked with the engineering consultant for this project, URS Corporation, to review and verify the final contract payment amount of \$32,331.80 that is due the contractor (Final Pay Estimate No. 6, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's December 5, 2013 letter, attached).

In addition to the first change order that was approved by City Council on July 8, 2013, there were five (5) approved change orders issued for this project resulting in a net increase of \$68,517.09 to the construction contract, or 11.7% over the awarded amount. Change Order No. 2 was issued in the amount of \$450.00 to add some temporary mailboxes to the project. Change Order No. 3 increased the contract by \$36,207.00 to adjust line item quantities not originally noted in Change Order No. 1. Change Order No. 4 increased the contract by \$58,553.09 to add several additional concrete patches at various locations; additional sidewalk ramp upgrades; and to address deterioration of existing storm water catch basins. Change Order No. 5 increased the contract by \$1,265.00 to add concrete crack sealing to the work performed under Change Order No. 4 work. Change Order No. 6 decreased the contract by \$27,958.00 to balance all line item quantities in the overall contract. The change orders result in a final contract price of \$656,536.09.

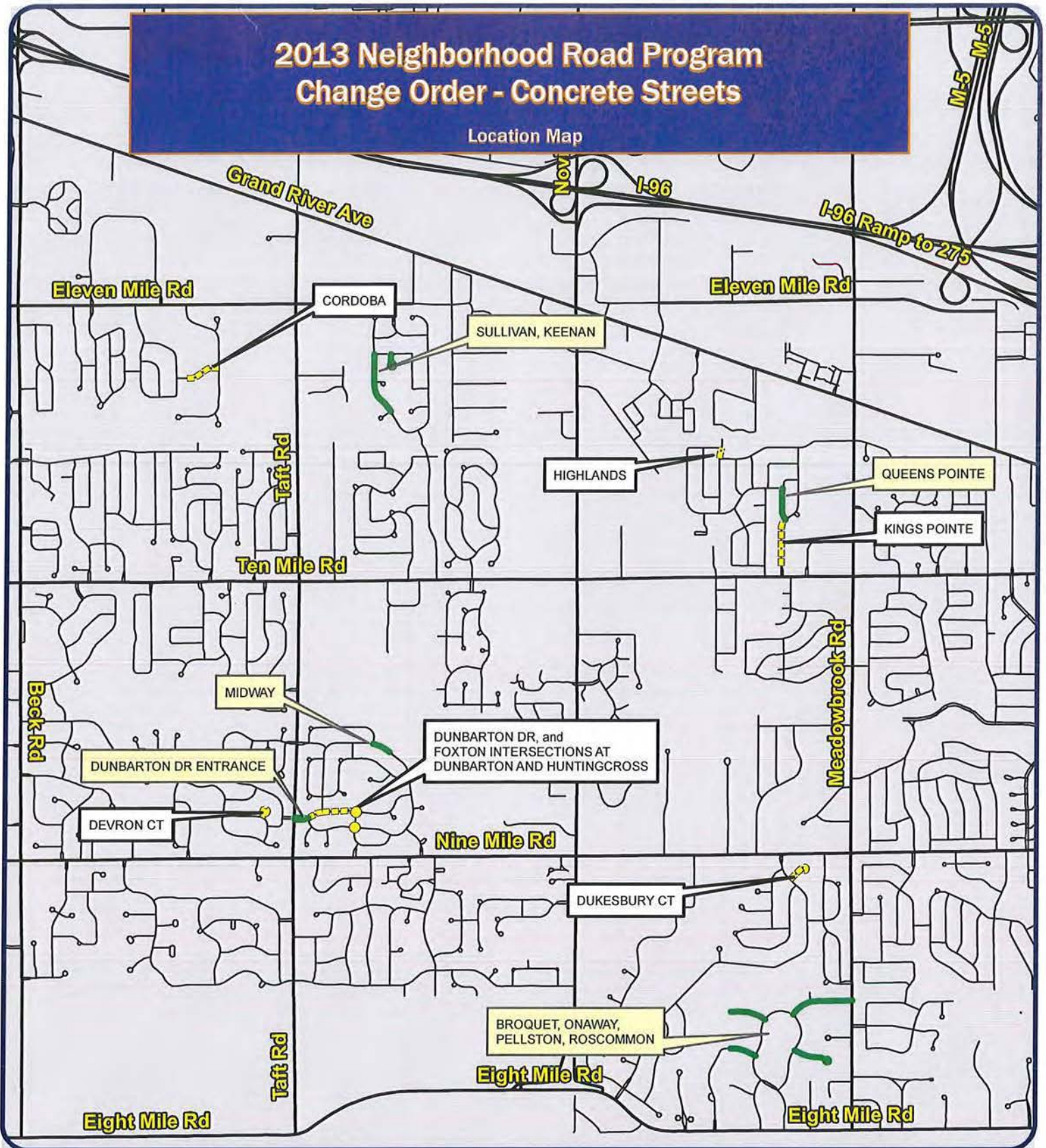
RECOMMENDED ACTION: Approval of the final payment to G.V. Cement Contracting Co. for the 2013 Neighborhood Road Program—Contract 1 (Concrete) in the amount of \$32,331.80.

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

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

2013 Neighborhood Road Program Change Order - Concrete Streets

Location Map



Map Author: Croy
Date: 6/25/2013
Project: 2013 NRP/CPM
Version #: v5.0



Legend

- CONCRETE STREETS - BASE BID
- - - - CONCRETE STREETS - CHANGE ORDER

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



1 inch = 2,500 feet



Full concrete reconstruction of Dukesbury Ct.



Partial reconstruction of Devron Ct.



Panel joint/slab replacement on Dunbarton Drive



Slab replacement at Foxton/Huntingcross Drives

2013 NRP – CONCRETE STREETS – COMPLETED REHABILITATION EXAMPLES



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

December 5, 2013

Rob Hayes, Public Services Director
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: 2013 Capital Preventative Maintenance – Contract 1
*GV Cement Contracting Co.***

Dear Mr. Hayes:

We have received and reviewed the following closing documents for the 2013 Capital Preventative Maintenance Program:

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

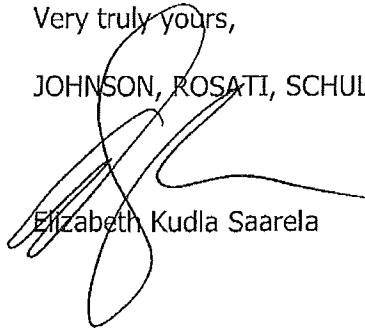
Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. It is our understanding you are satisfied that the amount of the Maintenance Bond as set forth in the Rider is adequate to cover any anticipated defects in materials or workmanship. Based on all of the above, we see no legal impediment to issuance of the final payment. The contractor should provide its waiver of lien at the time it picks up its final payment from the City.

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

Rob Hayes, Public Services Director
December 5, 2013
Page 2

Very truly yours,

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

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk
Clay Pearson, City Manager
Victor Cardenas, Assistant City Manager
Aaron Staup, Construction Engineering Coordinator
Cara Parks, URS
Thomas R. Schultz, Esquire



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 NRP/CPM - Conc. Contract 1	NOVI PROJECT NO.: 13-2002	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: URS Corporation 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: G V Cement Contracting Co. 20000 Dix Toledo Hwy. Brownstown Twp, Michigan 48183 (734) 479-2180
CONTRACT AMOUNT	FINAL COMPLETION DATE	DATES OF ESTIMATE
ORIGINAL: \$338,476.60	ORIGINAL: July 18, 2013	FROM: September 15, 2013
REVISED: \$656,536.09	REVISED:	TO: October 11, 2013

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division A - Base Bid GL# 203-203.00-865.432 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day" - I	CD	18.00	\$ 640.00	\$ 11,520.00	18.00	\$ 640.00	\$ 11,520.00	1.50	\$ 960.00	8%	43.00	\$ 27,520.00	239%
0	Constr. Inspection "Crew Day" - II	CD	28.00	\$ 640.00	\$ 17,920.00	40.00	\$ 640.00	\$ 25,600.00	1.00	\$ 640.00	3%	41.50	\$ 26,560.00	104%
1	Mobilization	LS	1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ 1,800.00				1.00	\$ 1,800.00	100%
2	Maintaining Traffic	LS	1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ 1,800.00				1.00	\$ 1,800.00	100%
3	Erosion Control, Silt Fence	LF	984.00	\$ 3.75	\$ 3,690.00	562.00	\$ 3.75	\$ 2,107.50				562.00	\$ 2,107.50	100%
4	Erosion Control, Inlet Protection	EA	41.00	\$ 50.00	\$ 2,050.00	81.00	\$ 50.00	\$ 4,050.00				81.00	\$ 4,050.00	100%
5	Surface Restoration	LS	1.00	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ 1,300.00	0.50	\$ 650.00	50%	1.00	\$ 1,300.00	100%
6	Pre-Construction Audio-Visual	LS	1.00	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ 1,300.00				1.00	\$ 1,300.00	100%
7	Dr. Structure Cover, Adj., Case 2	EA	19.00	\$ 300.00	\$ 5,700.00	44.00	\$ 300.00	\$ 13,200.00				44.00	\$ 13,200.00	100%
8	Dr. Structure Cover, EJ#7045M1	EA	3.00	\$ 350.00	\$ 1,050.00	6.00	\$ 350.00	\$ 2,100.00				6.00	\$ 2,100.00	100%
9	Reconstruct Drainage Structure	LF	83.00	\$ 190.00	\$ 15,770.00	22.50	\$ 190.00	\$ 4,275.00				22.50	\$ 4,275.00	100%
10	Point-Up Drainage Structure	EA	10.00	\$ 200.00	\$ 2,000.00	44.00	\$ 200.00	\$ 8,800.00				44.00	\$ 8,800.00	100%
11	Subgrade Undercutting, Type II	CY	40.00	\$ 15.00	\$ 600.00	37.40	\$ 15.00	\$ 561.00				37.40	\$ 561.00	100%
12	Remove Pavement	SY	3590.00	\$ 5.00	\$ 17,950.00	8066.80	\$ 5.00	\$ 40,334.00				8066.80	\$ 40,334.00	100%
13	Aggregate Base, 21AA, 8-inch	SY	3743.00	\$ 5.20	\$ 19,463.60	8880.20	\$ 5.20	\$ 46,177.04				8880.20	\$ 46,177.04	100%
14	Pavement Repair, Removal	SY	2804.00	\$ 5.00	\$ 14,020.00	4739.40	\$ 5.00	\$ 23,697.00				4739.40	\$ 23,697.00	100%
15	Sidewalk, Removal	SY	168.00	\$ 3.50	\$ 588.00	229.70	\$ 3.50	\$ 803.95				229.70	\$ 803.95	100%
16	Non-Reinforced Conc. Pvmt. Rpr.	SY	2556.00	\$ 34.00	\$ 86,904.00	4818.50	\$ 34.00	\$ 163,829.00				4818.50	\$ 163,829.00	100%
17	Resealing Joints - Hot-Poured Rub	LF	9150.00	\$ 0.90	\$ 8,235.00	9790.00	\$ 0.90	\$ 8,811.00				9790.00	\$ 8,811.00	100%
18	Crack Sealing, Conc. Pavement	LF	1150.00	\$ 1.00	\$ 1,150.00	3415.00	\$ 1.00	\$ 3,415.00				3415.00	\$ 3,415.00	100%
19	Conc. Pvmt w/ Integral Curb, 7"	SY	3146.00	\$ 33.00	\$ 103,818.00	7051.00	\$ 33.00	\$ 232,683.00				7051.00	\$ 232,683.00	100%
20	Concrete Driveway	SY	533.00	\$ 29.00	\$ 15,457.00	876.90	\$ 29.00	\$ 25,430.10				876.90	\$ 25,430.10	100%
21	Sidewalk, Conc., 4-inch	SF	125.00	\$ 2.10	\$ 262.50	1175.00	\$ 2.10	\$ 2,467.50				1175.00	\$ 2,467.50	100%
22	Sidewalk, Conc., 6-inch	SF	551.00	\$ 3.50	\$ 1,928.50	840.00	\$ 3.50	\$ 2,940.00				840.00	\$ 2,940.00	100%
23	ADA Detectable Warning Plate	SF	110.00	\$ 10.00	\$ 1,100.00	126.00	\$ 10.00	\$ 1,260.00				126.00	\$ 1,260.00	100%
24	Underdrain, Subbase, 6-inch	LF	3024.00	\$ 10.00	\$ 30,240.00	4263.00	\$ 10.00	\$ 42,630.00				4263.00	\$ 42,630.00	100%
TOTAL THIS SHEET				\$	338,176.60	\$	635,771.09	\$	650.00	\$	635,771.09	100%		



CITY OF NOVI

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 NRP/CPM - Conc. Contract 1 NOVI PROJECT NO.: 13-2002 PAYMENT NO.: FINAL

Original Contract Amount: \$ 338,476.60

Change Orders: \$ 318,059.49

Adjusted Contract Amount to Date: \$ 656,536.09

Total Cost of Work Performed to Date: \$ 656,536.09

MINUS Retainage: \$ 0%

MINUS Inspection "Crew Days": \$ 16,000.00

To Date	0%
PHASE I	43.00
PHASE II	41.50
This Pay	2.50

Net Amt. Earned of Contract and Extra Work to Date: \$ 639,576.09

MINUS L.D.'s: # of days over = \$ amount/day = \$600

Subtotal: \$ 639,576.09

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 639,576.09

MINUS Amount of Previous Payments: \$ 607,244.29

1 \$	117,168.57
2 \$	100,048.10
3 \$	211,322.77
4 \$	167,562.65
5 \$	11,142.20
6 \$	-
7 \$	-
8 \$	-
9 \$	-
10 \$	-

BALANCE DUE THIS PAYMENT: \$ 32,331.80

CHANGE ORDERS

No.	Date		Amount
1	June 13, 2013	\$	249,542.40
2	June 25, 2013	\$	450.00
3	August 1, 2013	\$	36,207.00
4	August 27, 2013	\$	58,553.09
5	September 20, 2013	\$	1,265.00
6	October 18th, 2013	\$	(27,958.00)

TOTAL: \$ 318,059.49

	PHASE I	PHASE II
Inspection "Crew Days" Allowed per Contract:	18.00	28
Additional "Crew Days" per Change Orders:	0.00	12
Total Inspection "Crew Days" Allowed:	18.00	40
Inspection "Crew Days" Used to Date:	43.00	41.50
Inspection "Crew Days" Remaining:	-25.00	-1.50



CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 736-3659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 NRP/CPM - Conc. Contract 1

NOVI PROJECT NO.: 13-2002

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:

12/6/13

G V Cement Contracting Co.

Contractor Company

Contractor Authorized Signature

By:

Vincent J. Vitale

Print Name

Date:

12/3/13

URS Corporation

Consultant Firm

Consultant Authorized Signature

By:

Cara L. Parks

Print Name

Date:

12/4/13

By:

Brian Coburn, PE., Engineering Manager

Dated:

12/6/13



WORK CHANGE DIRECTIVE No. 6

Project: 2013 NRP/CPM - Conc. Contract 1

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

Engineer: URS Corporation
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034
(248) 204-5900

Contractor: G V Cement Contracting Co.
20000 Dix Toledo Hwy.
Brownstown Twp, Michigan 48183
(734) 479-2180

Drafted Date: October 18th, 2013

Reasoning: Balancing out pay items.

Existing Contract Items


Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price		
						Add	Deduct	
0		Inspection "Crew Days"	CD	\$640.00				
3		Erosion Control, Silt Fence	Ft	\$3.75	886		\$3,322.50	
9		Reconstruct Drainage Structure	Ft	\$190.00	64.5		\$12,255.00	
10		Point Up Drainage Structure	Ea	\$200.00	5		\$1,000.00	
11		Subgrade Undercutting, Type II	Cyd	\$15.00	22.6		\$339.00	
14		Pavement Repair, Removal	Syd	\$5.00	249.4	\$1,247.00		
17		Resealing Joints, Hot-Poured Rubber	Ft	\$0.90	6160		\$5,544.00	
21		Sidewalk, Conc, 4-inch	Sft	\$2.10	40	\$84.00		
22		Sidewalk, Conc, 6-inch	Sft	\$3.50	167		\$584.50	
23		ADA Detectable Warning Plate	Sft	\$ 10.00	114		\$1,140.00	
24		Underdrain, Subbase, 6-inch	Ft	\$ 10.00	682		\$6,820.00	
25		Remove and Reset Mailbox (WCD#3 Correction)	Ea	\$ 11.00	44		\$484.00	
25		Remove and Reset Mailbox		\$ 50.00	44.00	\$2,200.00		
						Subtotals	\$3,531.00	\$31,489.00
						Total		-\$27,958.00


New Contract Items

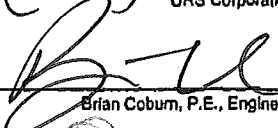
Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price	
						Add	Deduct
Subtotals						\$0.00	\$0.00
Total							\$0.00


Estimated Increase/Decrease in Contract Price	-\$27,958.00
Original Contract Amount	\$338,476.60
Sum of Previous Approved Change Orders	\$346,017.49
Estimated Revised Contract Amount	\$656,536.09

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT
 TIME BY: Day(s)

Accepted By:  Date: 12/3/13
 G.V. Gement Contracting Co.

Prepared By:  Date: 12/4/13
 URS Corporation

Reviewed By:  Date: 12/6/13
 Brian Coburn, P.E., Engineering Manager

Approved By:  Date: 12/6/13
 Rob Hayes, P.E., Department Head

and

Approved By: _____ Date: _____
 Sue Morianil, Purchasing Manager



CHANGE ORDER No. 6

Project: 2013 NRP/CPM - Conc. Contract 1

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

Engineer: URS Corporation
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034
(248) 204-5900

Contractor: G V Cement Contracting Co.
20000 Dix Toledo Hwy.
Brownstown Twp, Michigan 48183
(734) 479-2180

Drafted Date: October 18th, 2013

Description/ Reasoning:	See WCD 6.
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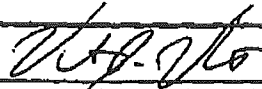
To the Contractor: You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated. Documentation supporting these changes are on file with the City of Novi's Engineer. Current project plans and specifications will be adhered to unless specifically changed by this change order document.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	-\$27,958.00
ORIGINAL CONTRACT AMOUNT	\$338,476.60
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$346,017.49
REVISED CONTRACT AMOUNT:	\$656,536.09

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

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CREW DAY
TIME BY: Day(s) ADD: DEDUCT:

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT
TIME BY: Day(s)

Accepted By:  Date: 12/3/13
G V Cement Contracting Co.

Prepared By:  Date: 12/4/13
WRS Corporation

Reviewed By:  Date: 12/5/13
Brian Coburn, P.E., Engineer Manager

Approved By:  Date: 12/6/13
Rob Hayes, P.E., Department Head

and
Approved By: _____ Date: _____
Sue Moranti, Purchasing Manager

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

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: 6068634

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City Of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: 5/18/2013

PROJECT:

(Name and Address)

2013 Neighborhood Road and Capital Preventative Maintenance CPM Program Concrete Roadways

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

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

, SURETY COMPANY,

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

G.V. CEMENT CONTRACTING CO.
20000 Dix-Toledo Highway
Trenton, MI 48183

, CONTRACTOR,

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

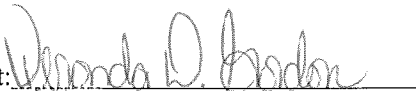
City Of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

, OWNER,


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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this October 31, 2013

Attest:
Seal



Westfield Insurance Company
Surety Company


Signature of Authorized Representative
Donald W. Burden, Attorney-in-Fact

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GUS E. ZERVOS, ANGELO G. ZERVOS, DONALD W. BURDEN, STEPHEN M. ZERVOS, JAMES R. GARGARO, VERONDA D. GORDON, JOINTLY OR SEVERALLY

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of MARCH A.D., 2013.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 27th day of MARCH A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of October, A.D. 2013.



Frank A. Carrino Secretary

RIDER NO.

This Rider to be attached to and form part of Bond No. 6068634 , effective April 26, 2013 , covering
2013 Neighborhood Road and Capital Preventative Maintenance CPM Program Concrete Roadways ,
on behalf of G.V. Cement Contracting Company ,
and in favor of City of Novi

The bond amount has been increased to:

\$640,536.09

from

\$338,476.60

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

This Rider is effective from the 26th day of April , 2013 .

Signed and dated this 31st day of October , 2013 .

- WESTFIELD INSURANCE COMPANY
- WESTFIELD NATIONAL INSURANCE COMPANY
- OHIO FARMERS INSURANCE COMPANY

By Donald W. Burden
Donald W. Burden Attorney-in-Fact

Accepted _____

By _____

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GUS E. ZERVOS, ANGELO G. ZERVOS, DONALD W. BURDEN, STEPHEN M. ZERVOS, JAMES R. GARGARO, VERONDA D. GORDON, JOINTLY OR SEVERALLY

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

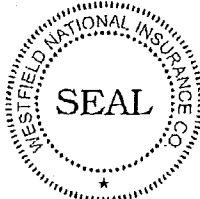
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of MARCH A.D., 2013.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 27th day of MARCH A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of October A.D., 2013.

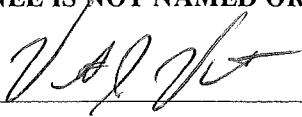


Frank A. Carrino
Frank A. Carrino, Secretary

That the contractor has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as _____ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the described on the reverse side premises and his or her agents that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth on the reverse side and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

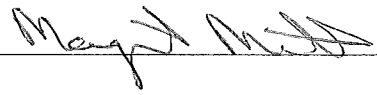
WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY DESCRIBED ON THE REVERSE SIDE MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.



(Deponent)

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 7th day of November, 2013.



Notary Public

Wayne

County, Michigan

MARGARET MORETTI
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jul 27, 2015
ACTING IN COUNTY OF Wayne

My Commission Expires 7-27-15

INSTRUCTIONS

1. A Sworn Statement in the preceding form must be provided before any contractor or subcontractor can file a Complaint, Cross-Claim or Counter-Claim to enforce a construction lien.
2. An owner or lessee may withhold payment to a contractor or subcontractor who has not provided a Sworn Statement. An owner or lessee may withhold from a contractor or subcontractor who has provided a Sworn Statement the amount sufficient to pay all sums shown on the statement as owing subcontractors, suppliers and laborers, or the amount shown to be due to lien claimants who have provided Notices of Furnishing pursuant to the Construction Lien Act of 1980.
3. An owner or lessee may rely on a Sworn Statement to avoid a lien claim unless the lien claimant has provided the owner or lessee with a Notice of Furnishing pursuant to the Construction Lien Act of 1980.
4. If the contract provides for payments by the owner to the general contractor, if any, in the normal course of construction, but the owner elects to pay lien claimants directly, the first time the owner elects to make payment directly to a lien claimant he or she shall provide at least 5 business days' notice to the general contractor of the intention to make direct payment. Subsequent direct disbursements to lien claimants need not be preceded by the 5-day notice provided in this section unless the owner first returns to the practice of paying all sums to the general contractor.

FULL UNCONDITIONAL WAIVER

My/our contract with G. V. Cement Contracting Co.
(other contracting party)

to provide crushed concrete
(kind of material and/or work) for the improvement of the property

described as: 2013 Neighborhood Road

This waiver covers the following INVOICES 2513, 2568, 2604, 2673, 2462 which included all materials purchased from us for this job ending

8-21-2013 having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Novi Crushed Concrete DAN COPELAND, SALES REP.
(name of lien claimant)

By: [Signature] agent Signed on 11-4-2013
(signature of lien claimant or authorized officer or agent of lien claimant) (date)

Address: 46900 W. 12 mile Road
Novi, MI 48377

Telephone: _____

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

Form Furnished By
First American Title Insurance Company



FULL UNCONDITIONAL WAIVER

My/our contract with G.V. Cement Contracting Co
(other contracting party)

to provide Concrete

for the improvement of the property described as: Novi Project

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

VINCE MESSINA,
OWNER

MESSINA Concrete Inc
Vince Messina
(signature of lien claimant)

Signed on: Nov. 1, 2013
(date)

Address: _____

Telephone: _____

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

FULL UNCONDITIONAL WAIVER

My/our contract with G.V. Cement Contracting Co. to provide
Joint Sealing (other contracting party)
for the improvement of the property described as
City of Novi, 2013 Neighborhood Road and (CMP) Program, Concrete Roadways

_____ having been

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

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

Michigan Joint Sealing, Inc.

(Printed Name of Lien Claimant)

Kimberly Sinesco

(Signature of lien claimant)

KIMBERLY SINESCO, CONTROLLER

Signed on: 11/14/13

Address: 28830 W. 8 Mile Road, Suite 103

Farmington Hills, MI 48336

Telephone: 248-476-4120

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