

CITY of NOVI CITY COUNCIL

Agenda Item B June 3, 2013

SUBJECT: Approval of the final payment and change order to Ajax Paving Industries, Inc. for the 2010-11 Neighborhood Road Program – Phase II (Asphalt) project, in the amount of \$88,093.31.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$88,093.31
AMOUNT BUDGETED	\$65,490 (FY 10-11 Neighborhood Road Program)
	\$16,800 (Vista Hills)
	\$545,000 (Storm Drain System Maintenance)
LINE ITEM NUMBER	203-203.00-865.431 (FY 10-11 Neighborhood Road Program)
	203-203.00-865.197 (Vista Hills)
	210-211.00-872.000 (Storm Drain System Maintenance)

BACKGROUND INFORMATION:

The 2010-11 Neighborhood Road Program consisted of two separate contracts: one for concrete pavement (awarded to Hard Rock Concrete at the April 4, 2011 City Council meeting) and the other for asphalt at the July 18, 2011 City Council meeting. This contract addressed the rehabilitation of the following asphalt street segments:

Road Segment	From	То	Treatment
Mansfield Drive	Yorkshire	Newberry	Mill and overlay with discrete full-depth repairs
Yorkshire Drive	Huntington	Mansfield	Mill and overlay with discrete full-depth repairs
Cascade Drive	Singh Boulevard	Heatherbrae	Mill and overlay with discrete full-depth repairs
Meridian Lane	Cascade	Heatherbrae	Mill and overlay with discrete full-depth repairs

In addition to the asphalt neighborhood road rehabilitation, there were two other components to the project. The second part involved the rehabilitation of catch basins needing repair in the Vista Hills Subdivision. Those repairs were funded using the remaining funds provided by the Vista Hills Association for the street rehabilitation performed prior to accepting the roads as public.

The third part involved the rehabilitation and/or reconstruction of catch basins in Orchard Ridge Estates and Fairfield Farms Subdivisions where numerous structures needed repair.

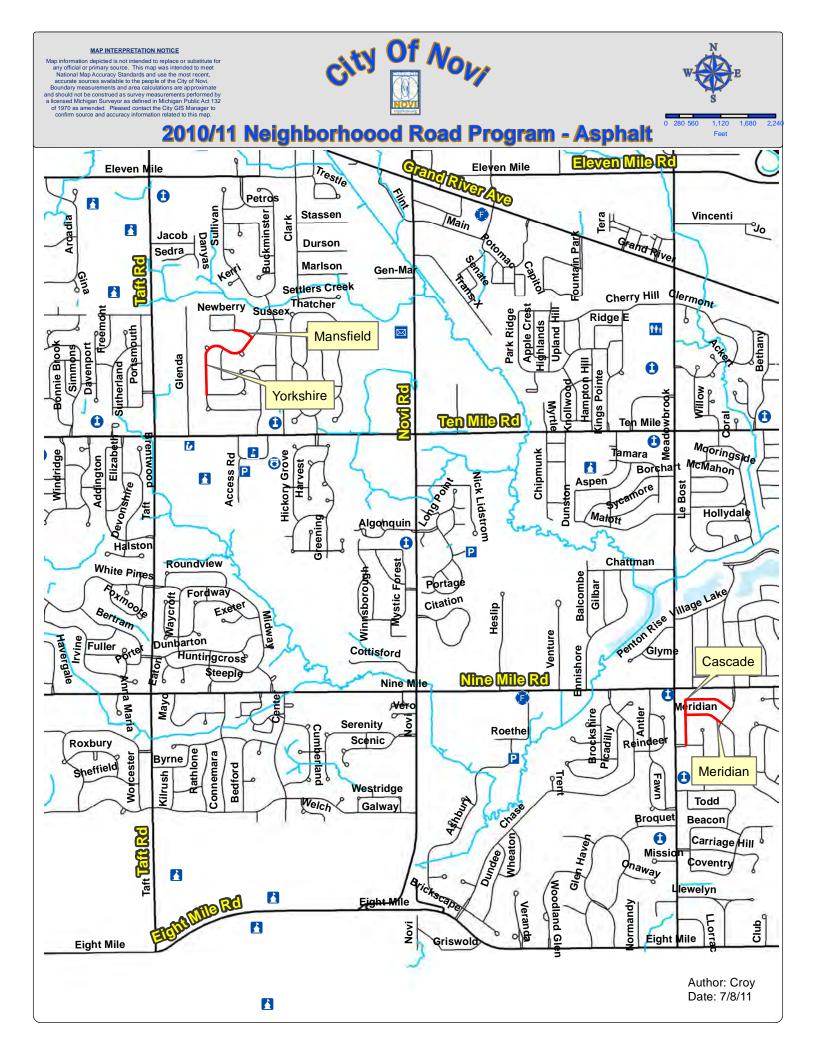
Engineering staff worked with the engineering consultant for this project, Spalding DeDecker and Associates, Inc., to review and verify the final contract payment amount of \$88,093.31 that is due the contractor (Final Pay Estimate No. 2, attached). It took the contractor over a year to provide waivers of lien to demonstrate to the City that all subcontractors and suppliers had been paid. The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's April 12, 2013 letter, attached).

There were three approved change orders for this project resulting in a net increase of \$51,321.29 to the construction contract or 9.9% over the awarded amount. The first change order directed the contractor to add milling, paving, catch basin rehabilitation, and curb removal at another location of Meridian Lane, in the amount of \$7,653.37. The second change order added additional drainage and stabilization to the subbase on Cascade and Yorkshire Drives, in the amount of \$33,060.96. The third change order balanced existing line items to as-constructed quantities, in the amount of \$10,606.96. The approved change orders resulted in a final contract price of \$568,682.96.

RECOMMENDED ACTION: Approval of the final payment and change order to Ajax Paving Industries, Inc. for the 2010-11 Neighborhood Road Program – Phase II (Asphalt) project, in the amount of \$88,093.31.

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

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





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

April 12, 2013

Judy Reedy and Nevrus Nazarko Finance Department CITY OF NOVI 45175 W. Ten Mile Road Novi, MI 48375

RE: 2011 Neighborhood Road Program

Ajax Paving Industries, Inc.

Dear Ms. Reedy and Mr. Nazarko:

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

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

The closing documents appear to be in order subject to approval of the Application by City Staff.

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

Very truly yours,

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

Élizabeth Kudla Saarela

Judy Reedy and Nevrus Nazarko Finance Department CITY OF NOVI April 12, 2013 Page 2

EKS

Enclosures

C:

Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Ted Meadows, Spalding DeDecker (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2011 NRP - Asphalt Streets

NOVI PROJECT NO.:

V 10-004

PAYMENT NO.:

FINAL

OWNER:

City of Novi

ENGINEER:

Spalding DeDecker Associates, Inc.

CONTRACTOR:

Ajax Paving Industries, Inc. 830 Kirts Blvd - Suite 100

905 South Boulevard East Rochester Hills, MI 48307

Troy, MI 48084

CONTRACT AMOUNT

COMPLETION DATE

DATES OF ESTIMATE

ORIGINAL:

\$517,361.67

ORIGINAL:

October 20, 2011

FROM:

November 7, 2011

REVISED:

\$568,682.96

November 7, 2011

TO:

August 29, 2012

SECTION 1.

26300 Lee BwGole Drive

Novi, Michigan 48375

COST OF COMPLETED WORK TO DATE

						OI COMPLET										
Item	BASE CONTRACT GL# 203-203.00-865.431		d	CONTRACT IT	MS (Or	nginal)	C	ONTRACT ITE	MS (F	Revised)		THIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit		Total Amt	Quantity	Cost/Unit		Total Amt	Quantity	_ Amount	%	Quantity	Amount	%
.0	Constr. Inspection "Crew Day"	ΕA	32.5	\$ 516	XO 5	19,987,50	32.5	\$ 615.0	0 \$	19.987.50				32.5	\$ 19.987.50	100%
101	Mobilization, Max. (5% max.) - 1	LS	1	\$ 7,900	00 \$	7,900.00	11	\$ 7,900.0	0 \$	7,900.00				1	\$ 7,900.00	100%
102	Pre-Construction Video Review - 1	LS	1	\$ 1,360	00 \$	1,360.00	1	\$ 1,360.0	0 \$	1,360.00				1	\$ 1,360.00	100%
103	Soil Erosion & Sedimentation Cntr - 1	LS	1	\$ 1,000	00 \$	1,000.00	11	\$ 1,000.0	0 \$	1,000.00				1	\$ 1,000.00	100%
104	Maintaining Traffic - 1	LS	1	\$ 1,000	30 \$	1,000.00	11	\$1,000.0	0 \$	1,000.00				1	\$ 1,000.00	100%
105	Cold Milling HMA Surface	Syd	15485	\$ 1	78 \$	27,563.30	15735	\$ 1.7	8 \$	28,008.30				15735	\$ 28,008.30	100%
106	Curb and Gutter, Rem	Ft	1782	\$ 7	75 \$	13,810.50	1899	\$ 7.7	5 \$	14,718.41				1899	\$ 14,718.41	100%
107	Mountable Curb and Gutter	Ft	1782	\$ 14	50 \$	25,839.00	1899	\$ 14.5	0 \$	27,537.68				1899	\$ 27,537.68	100%
108	Pavt, Rem	Syd	300	\$ 5	00 \$	1,500.00	692	\$ 5.0	00 9	3,459.65				692	\$ 3,459.65	100%
109	Sidewalk, Rem	Syd	163	\$ 4	00 \$	652.00	137	\$ 4.0	00 \$	546.72				137	\$ 546.72	100%
110	Excavation, Earth	Cyd	1801	\$ 16	25 \$	29,266.25	2590	\$ 16.2	25 \$	42,092.86				2590	\$ 42,092.86	100%
111	Aggregate Base, 12 inch	Syd	4204	\$ 8	50 \$	35,734.00	3894	\$ 8.5	50 \$	33,095.43				3894	\$ 33,095.43	100%
112	Subgrade Undercutting, Type II	Cyd	105	\$ 24	00 \$	2,520.00	74	\$ 24.0	00 9	1,780.32				74	\$ 1,780.32	100%
113	Agg Base, Augment, Grade, Compact	Syd	3190	\$ 3	80 \$	12,122.00	2935	\$ 3.8	30 \$	11,153.00				2935	\$ 11,153.00	100%
114	Dr Structure Cover, Adj, Case 1	Ea	22	\$ 400	00 \$	8,800.00	18	\$ 400.0	00 \$	7,200.00	\			18	\$ 7,200.00	100%
115	Dr Structure, Rebuild - Adj	Ea	17	\$ 500	00 \$	8,500.00	16	\$ 500.0	00 5	8,000.00				16	\$ 8,000.00	100%
116	Dr Structure, Reconstruct	Ea	6	\$ 400	00 \$	2,400.00	2	\$ 400.0	00 \$	800.00				2	\$ 800.00	100%
117	Dr Structure Cover	Lb	2318	\$ 1	29 \$	2,990.22		\$ 1.3	29 \$	-						
118	HMA, 4C	Ton	2780	\$ 58	28 \$	162,018.40	3032	\$ 58.2	28 3	176,704.96	182	\$ 10,606.	96 6%_	3032	\$ 176,704.96	100%
119	Driveway, Nonreinf Conc, 6 inch	Syd	200	\$ 27	50 \$	5,500.00	57	\$ 27.	50 3	1,563.93				57	\$ 1,563.93	100%
120	Sidewalk, Conc, 4 inch	Sft	1036	\$ 3	00 \$	3,108.00	895	\$ 3.	00 (2,685.00				895	\$ 2,685.00	100%
121	Sidewalk Ramp, ADA Compliant	Sft	547	\$ 4	00 \$	2,188.00	496	\$ 4.	00	1,984.00				496	\$ 1,984.00	100%
122	ADA Detectable Warning Plate	Sft	155	\$ 15	00 \$	2,325.00	125	\$15.	00	1,875.00				125	\$ 1,875.00	100%
123	Seeding and Mulching	Syd	2396	\$ 3	50 \$	8,386.00		\$ 3.	50 :	5 -						
124	Gate Well Cover, Adj, Case 1	Ea	2	\$ 450	00 \$	900.00		\$ 450.	00 :	· -						
125-2	21AA Limestone	Ton					2786.72	\$ 18.	00	50,160.96				2787	\$ 50,160.96	100%
126-2	Geogrid	Syd					140.55	\$ 10.	00	1,405.50				141	\$ 1,405.50	100%
127-2	Drainage Structure Tap, 6"	Ea					5	\$ 159.	00 :	795.00				5	\$ 795.00	100%
128-2	Underdrain, 6"	Ft					2002	\$ 7.	75	15,515.50				2002	\$ 15,515.50	100%



SUBTOTAL

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

10,606.96

468,530.22

468,530.22 100%

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PROJECT: 2011 NRP - Asphalt Streets NOVI PROJECT NO.: NV 10-004 PAYMENT NO.: FINAL

395,897.67

	SECTION 2.																
Item	VISTA HILLS GL# 203-203.00-865.197		C	CONTRAC	CT ITEMS (Original)	C	CONTRACT ITEM	S (Revi	rised)		THIS PERIOD			TOTA	L TO DATE	
No.	Description of Item	Unit	Quantity		t/Unit	Total Amt	Quantity	Cost/Unit		Total Amt	Quantity	Amount	%	Quantity		ount	%
	Constr Inspection Crew Day		25.5			\$ 15,682,50	25.5			15,682,50				*************		12,300,00	78%
201	Mobilization, Max. (5% max.) - 2	LS	11			\$ 1,100.00	11	\$ 1,100.00		1,100.00				11	\$	1,100.00	100%
	Pre-Construction Video Review - 2	LS	1			\$ 1,900.00	11	\$ 1,900.00		1,900.00				1	\$	1,900.00	100%
	Soil Erosion & Sedimentation Cntr - 2	LS	11		1	\$ 1,000.00	1	\$ 1,000.00		1,000.00				1	\$	1,000.00	100%
204	Maintaining Traffic - 2	LS	1_1_		1	\$ 1,000.00	11	\$ 1,000.00		1,000.00				1	\$	1,000.00	100%
	Curb and Gutter, Rem	Ft	40	\$		\$ 400.00	83.2	\$ 10.00		832.00				83.2	\$	832.00	100%
	Mountable Curb and Gutter	Ft	40	\$		\$ 1,020.00	83.2	\$ 25.50	_	2,121.60				83.2	\$	2,121.60	100%
	Pavt, Rem	Syd	40	\$		\$ 320.00	3.9	\$ 8.00		31.20				3.9	\$	31.20	100%
208	Aggregate Base, 12 inch	Syd	40	\$		\$ 400.00	0	\$ 10.00						0			
209	Dr Structure Cover, Adj, Case 1	Ea	20	\$		\$ 8,000.00	20	\$ 400.00	_	8,000.00				20	\$	8,000.00	100%
	Dr Structure, Rebuild - Adj	Ea	17			\$ 8,500.00	18	\$ 500.00		9,000.00				18	\$	9,000.00	100%
211	Dr Structure, Reconstruct	Ea	3	 		\$ 1,200.00	22	\$ 400.00	\$	800.00				2	\$	800.00	100%
212	Dr Structure, Point-Up	Ea	2	\$		\$ 350.00	2	\$ 175.00	\$	350.00				2	\$	350.00	100%
213	Dr Structure Cover	Lb	1500	\$	1.30	\$ 1,950.00	0	\$ 1.30	_					0			
214	HMA, 4C	Ton	8	\$	150,00	\$ 1,200.00	0	\$ 150.00						0			
215	Seeding and Mulching	Syd	50	\$	3.50	\$ 175.00	15.2	\$ 3.50	\$	53.20				15.2	\$	53.20	100%
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	TOTAL FROM THIS SHEET					\$ 28,515,00			\$	26,188.00		\$ -			\$	26,188.00	
	TOTAL FROM OTHER SHEET	-				\$ 367,382.67			\$	442,342.22		\$ 10,606.96			\$	442,342.22	



SUBTOTAL

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

100%

568,682.96

	F																							

PROJECT: 2011 NRP - Asphalt Streets NOVI PROJECT NO.: NV 10-004 PAYMENT NO.: FINAL

\$ 517,361.67

	SECTION 1.			со	ST OF COMPLET	ED WORK	TO DATE							
ltem	FAIRFIELD FARMS & ORCHARD (GL # 210-211,00-872,000	RIDGE	C	CONTRACT ITEMS	(Original)	C	CONTRACT ITEMS	(Revised)		THIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Grew Bay"	EΑ	43	\$ 615.00	\$ 26,445.00	43	\$ 615,00	\$ 26,445.00				13.25	\$ 814875	31%
301	Mobilization, Max. (5% max.) - 2	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
302	Pre-Construction Video Review - 2	LS	11	\$ 3,915.00	\$ 3,915.00	1	\$ 3,915.00	\$ 3,915.00				1	\$ 3,915.00	100%
303	Soil Erosion & Sedimentation Cntr - 2	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
304	Maintaining Traffic - 2	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
305	Curb and Gutter, Rem	Ft	585	\$ 9.00	\$ 5,265.00	483.25	\$ 9.00	\$ 4,349.25				483.25	\$ 4,349.25	100%
306	Mountable Curb and Gutter	Ft	585	\$ 19.50	\$ 11,407.50	483.25	\$ 19.50	\$ 9,423.38				483.25	\$ 9,423.38	100%
307	Pavt, Rem	Syd	348	\$ 15.00	\$ 5,220.00	62.2	\$ 15.00	\$ 933.00				62.2	\$ 933.00	100%
308	Aggregate Base, 12 inch	Syd	327	\$ 30.00	\$ 9,810.00	0	\$ 30.00	\$ -				0	\$ -	
309	Dr Structure Cover, Adj, Case 1	Ea	78	\$ 400.00	\$ 31,200.00	80	\$ 400.00	\$ 32,000.00				80	\$ 32,000.00	100%
310	Dr Structure, Rebuild - Adj	Ea	19	\$ 500.00	\$ 9,500.00	68	\$ 500.00	\$ 34,000.00				68	\$ 34,000.00	100%
311	Dr Structure, Reconstruct	Ea	49	\$ 400.00	\$ 19,600.00	12	\$ 400.00	\$ 4,800.00				12	\$ 4,800.00	100%
312	Dr Structure, Point-Up	Ea	10	\$ 175.00	\$ 1,750.00	2	\$ 175.00	\$ 350.00				2	\$ 350.00	100%
313	Dr Structure Cover	Lb	5500	\$ 1.29	\$ 7,095.00	1318	\$ 1.29	\$ 1,700.22				1318	\$ 1,700.22	100%
314	Concrete Patch, 7 inch	Syd	193	\$ 35.50	\$ 6,851.50	117.8	\$ 35.50	\$ 4,181.90				117.8	\$ 4,181.90	100%
315	HMA, 4C	Ton	29_	\$ 150.00	\$ 4,350.00	0	\$ 150.00	\$ -				0	\$ -	
316	Seeding and Mulching	Syd	200	\$ 5.00	\$ 1,000.00	0	\$ 5.00	\$ -				0	\$ -	
												<u> </u>		
	TOTAL FROM THIS SHEET				\$ 121,464.00			\$ 100,152.75		\$ -			\$ 100,152.75	
	TOTAL FROM OTHER SHEETS				\$ 395,897.67			\$ 468,530.22		\$ 10,606.96			\$ 468,530.22	

568,682.96

10,606.96



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

Section 2

## APPLICATION FOR FINAL PAYMENT NOVI PROJECT: 2011 NRP - Asphalt Streets NOVI PROJECT NO: NV 10-004 PAYMENT NO: FINAL	Section 2.	***************************************							****
PROJECT: 2011 NRP - Asphalt Streets NOVI PROJECT NO.: NV 10-004 PAYMENT NO.: FINAL Original Contract Amount: \$ 517,361.67 CHANGE ORDERS Change Orders: \$ 51,321.29 No. Date Amount to Date: \$ 568,682.96 2 December 9,2011 \$ 7,653.37 Amount of Date: \$ 568,682.96 2 December 9,2011 \$ 3,33,060.96 May 8, 2013 \$ 10,606.96 May 8, 2013 M			APPLICATION	FOR FIN	AL PAYMENT				
Criginal Contract Amount: \$ \$17,361.67	PROJECT: 2011 NRP - Asphalt Streets	NOVI PRO				PAYM	ENT NO:	FINAL	3333333
S	2011/11/11/11/2011/2011			.5 1					
S									
Adjusted Contract Amount to Date: \$ 568,682.96 2 December 9, 2011 \$ 3,360.096 3 May 8, 2013 \$ 10,606.96 Total Cost of Work Performed to Date: \$ 568,682.96 MINUS Retainage: MINUS Retainage: MINUS Retainage: Not Amt. Earned of Contract and Extra Work to Date: \$ 568,682.96 Plus Unused Crew Days @ \$615: This Pay MINUS LD's # of days over = 18 \$ 3,600.00 \$ per day = \$ \$200 Subtotal: \$ 498,688.40 TOTAL: \$ \$ 1,321.29 Base Contract. Allowed Vista hills - Used Vista hills - Used Vista hills -	Original Contract Amount:	\$	517,361.67		CHANGE OF	RDERS			
Adjusted Contract Amount to Date: \$ 568,682.96 2 December 9, 2011 \$ 3,360.096 3 May 8, 2013 \$ 10,606.96 Total Cost of Work Performed to Date: \$ 568,682.96 MINUS Retainage: MINUS Retainage: MINUS Retainage: Not Amt. Earned of Contract and Extra Work to Date: \$ 568,682.96 Plus Unused Crew Days @ \$615: This Pay MINUS LD's # of days over = 18 \$ 3,600.00 \$ per day = \$ \$200 Subtotal: \$ 498,688.40 TOTAL: \$ \$ 1,321.29 Base Contract. Allowed Vista hills - Used Vista hills - Used Vista hills -	Ohanna Ondana		54 204 20	N.I.	D-4-		A		
Adjusted Contract Amount to Date: \$ 568,682.96 MINUS Retainage: MINUS Retainage: MINUS Retainage: MINUS Retainage: MINUS Retainage: MINUS Retainage: MINUS Inspection "Crew Days": To Date	Change Orders:	Þ	51,321.29			œ			
Total Cost of Work Performed to Date: \$ 568,682.96 MINUS Retainage: 0% \$ 568,682.96 Net Amt. Earned of Contract and Extra Work to Date: \$ 568,682.96 Plus Unused Crew Days @ \$615: This Pay MINUS L.D.'s # of days over = 18 \$ 3,600.00 \$ \$ per day = \$200 \$ \$ \$ 498,668.40 MINUS Amount of Previous Payments: \$ 498,668.40 TOTAL: \$ 51,321.29 BALANCE DUE THIS PAYMENT: \$ 88,093.31	Adjusted Contract Amount to Date:	\$	568 682 96		•				
Total Cost of Work Performed to Date: \$ 568,682.96 MINUS Retainage: 0% \$ MINUS Inspection "Crew Days": To Date 65.75 Net Amt. Earned of Contract and Extra Work to Date: \$ 568,682.96 Plus Unused Crew Days @ \$615: This Pay 35.25 \$ 21,678.75 \$ MINUS L.D.'s # of days over = 18 \$ 3,600.00 Sper day = \$200 Subtotal: \$ 586,761.71 MINUS Amount of Previous Payments: \$ 498,668.40 TOTAL: \$ 51,321.29 Base Contract - Allowed 32.50 GL #203-203,00-865.197 Vista Hills - Used 32.50 GL #203-203,00-865.197 Vista Hills - Used 13.250 Fairfield Farms/Orchard Ridge - Allowed 43.00 GL #203-203,00-872.000 Fairfield Farms/Orchard Ridge - Allowed 13.250 Fairfield Farms/Orchard Ridge - Used 13.250 Fairfield Farms/Orchard Ridge - Used 13.250 Total - Allowed 13.250 Total - Allowed 13.250 GL #203-203,00-872.000 Fairfield Farms/Orchard Ridge - Used 13.250 Fairfield Farms/Orchard Ridge - Used 13.250 Total - Allowed 13.250 Total - Allowed 13.250 GL #203-203,00-872.000 Fairfield Farms/Orchard Ridge - Used 13.250 Total - Allowed 13.250 Total - Allowed 13.250 GL #203-203,00-872.000 Fairfield Farms/Orchard Ridge - Used 13.250 GL #203-203,00-872.000 Fairfield Farms/Orchard Ridge - Used 13.250 GL #203-203,00-872.000 Fairfield Farms/Orchard Ridge - Used 13.250 GL #203-203,00-872.000 GL #203-2	rujustes vollager installe to bute.	•	000,002.00		· ·				
MINUS Inspection "Crew Days": To Date 65.75 Net Amt. Earned of Contract and Extra Work to Date: \$ 568,682.96 Plus Unused Crew Days @ \$615: This Pay 35.25 \$ 21,678.75 MINUS L.D.'s # of days over = 18 \$ 3,600.00 \$ \$per day = \$200 Subtotal: \$ 586,761.71 MINUS Amount of Previous Payments: \$ 498,668.40 TOTAL: \$ 51,321.29 Base Contract - Allowed 32.50 01, #203-203,00-865.431 01, #203-203,00-865.431 01, #203-203,00-865.197 01, #203-203,00-865.197 01, #203-203,00-865.197 01, #203-203,00-865.197 01, #203-203,00-872.000 01, #203-203,00-872.00	Total Cost of Work Performed to Date:	\$	568,682.96	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7	,		
MINUS Inspection "Crew Days": To Date 65.75 Net Amt. Earned of Contract and Extra Work to Date: \$ 568,682.96 Plus Unused Crew Days @ \$615: This Pay 35.25 \$ 21,678.75 MINUS L.D.'s # of days over = 18 \$ 3,600.00 \$ \$per day = \$200 Subtotal: \$ 586,761.71 MINUS Amount of Previous Payments: \$ 498,668.40 TOTAL: \$ 51,321.29 Base Contract - Allowed 32.50 Gl. # 203-203.00-865.431 Vista Hills - Used 25.50 Gl. # 203-203.00-865.197 Vista Hills - Used 13.25 Gl. # 210-211,00-872.000 Fairfield Farms/Orchard Ridge - Used 13.25 Gl. # 210-211,00-872.000 Total - Allowed 101.00 Total - Allowed 101.00 Total - Allowed 65.75 Total - Allowed 65.75									
Net Amt. Earned of Contract and Extra Work to Date: \$ 568,682.96 Plus Unused Crew Days @ \$615: This Pay 35.25 \$ 21,678.75 MINUS L.D.'s # of days over = 18 \$ 3,600.00 \$ Sper day = \$200 Subtotal: MINUS Amount of Previous Payments: 1 \$ 498,668.40 TOTAL: \$ 51,321.29 Base Contract - Allowed 32.50 GL # 203-203.00-865.197 Vista Hills - Allowed 25.50 GL # 203-203.00-865.197 Vista Hills - Used 25.00 GL # 201-201.00-872.000 Fairfield Farms/Orchard Ridge - Allowed 43.00 GL # 210-211.00-872.000 BALANCE DUE THIS PAYMENT: \$ 88,093.31			-						
Plus Unused Crew Days @ \$615:	MINUS Inspection "Crew Days": To Date	65.75							
Plus Unused Crew Days @ \$615:		•	500.000.00						
MINUS L.D.'s # of days over = 18 \$ 3,600.00 Subtotal: \$ 586,761.71 MINUS Amount of Previous Payments: \$ 498,668.40 TOTAL: \$ 51,321.29 Base Contract - Allowed 32.50 GL # 203-203.00-865.431 Sase Contract - Used 32.50 GL # 203-203.00-865.197 Vista Hills - Used 20.00 Fairfield Farms/Orchard Ridge - Allowed 43.00 GL # 201-201.00-872.000 BALANCE DUE THIS PAYMENT: \$ 88.093.31	Net Amt. Earned of Contract and Extra Work to Date:	\$	568,68∠.96						
MINUS L.D.'s # of days over = 18 \$ 3,600.00 Subtotal: \$ 586,761.71 MINUS Amount of Previous Payments: \$ 498,668.40 TOTAL: \$ 51,321.29 Base Contract - Allowed 32.50 GL # 203-203.00-865.431 Sase Contract - Used 32.50 GL # 203-203.00-865.197 Vista Hills - Used 20.00 Fairfield Farms/Orchard Ridge - Allowed 43.00 GL # 201-201.00-872.000 BALANCE DUE THIS PAYMENT: \$ 88.093.31	Plus Unused Crew Days @ \$615: This Pay	35.25 \$	21 678 75						
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Total Remaining 35.25	BALANCE DUE THIS PATIVIENT:	3 *	೦೮,೮೫೩೩೩						
					Total Remaining		35,25	1	



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

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APPLICATION FOR FINAL PAYMENT

PROJECT:

2011 NRP - Asphalt Streets

NOVI PROJECT NO .:

NV 10-004

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 leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); 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.

AJAX Paving Industries, Inc.	Date:	5/12//3
Contractor Company		
Contractor Authorized Signature		
Ву		
Print Name		
		-6/
Spalding DeDecker & Associates, Inc.	Date	0/4//3
Consultant Firm		7.7
Ted Mundous		•
Consultant Authorized Signature		
By. Ted Meadows		
Print Name		

Payment of the above AMOUNT DUE HIS APPLICATION is recommended.
CITY OF NOVI
By: Aaron J. Staup, Construction Engineering Coordinator
Dated. 5/20/13
B-4
By: Brian Coburn, Engineering Manager
5/20/13



WORK CHANGE DIRECTIVE No. ___3

Project: NV10-004.1C City of Novi 2011 Neighborhood Road Program - Asphalt											
Owner: City of Novi 26300 Lee BeGole Dr Novi, Michigan 48375 (248) 735-5632				Spalding DeDecker, Associates 905 South Boulevard East Rochester Hills, Michigan, 48307 (248) 844-5400							
Contractor: Ajax Paving Industries, Inc. 830 Kirts Blvd - Suite 100 Troy, MI 48084											
Drafted Date	Drafted Date: December 9, 2011										
Reasoning: Balancing quantity for Item 118-3											
Existing Contract Items											
Item No. Item Description Unit Unit Price Quantity Add D 118-3 HMA, 4C Ton \$ 58.28 182 \$ 10,606.96					ct Price <u>Ded</u>						
							Subtotals	\$	10,606.96	\$	_
Page 1 of 2 Page Total \$ 10,606.96											

Estimated Increase/Decrease in Contract Price Subtotals Substitution Page Total Substitution Page Total Substitution Page Total Substitution Substitutio		New Contract	Items		
Estimated Increase/Decrease in Contract Price \$ 10,606.96 Driginal Contract Amount \$ 517,361.67 Sum of Previous Approved Change Orders \$ 40,714.33 Estimated Revised Contract Amount \$ 568,682.96 Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum. Accepted By: AJAX Paving Industries, Inc., General Contractor Prepared By: Ted Meadyws, 5DA Consulting Engineer Recommended By: Approved By: Approved By: Brian Coburn, P.E. Engineer Manager Page 2 of 2 A APPROVED By: DATE: JRO//3					
Estimated Increase/Decrease in Contract Price \$ 10,606.96 Original Contract Amount \$ 517,361.67 Sum of Previous Approved Change Orders \$ 40,714.33 Estimated Revised Contract Amount \$ 568,682.96 *Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum. Accepted By: AJAX Paving Industries, Inc., General Contractor Prepared By: Ted Meadyws, EDA Consulting Engineer Recommended By: Aaroh J. Staup, Consulting Engineer Approved By: Date: 5/20/13 Approved By: Date: 5/20/13 Approved By: Date: 5/20/13 Approved By: Date: 5/20/13					
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Original Contract Amount Sum of Previous Approved Change Orders Estimated Revised Contract Amount Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum. Accepted By: Accepted By: Accepted By: Ted Meadaws, SDA Consulting Engineer Recommended By: Aaroh J. Staup, Construction Engineer Approved By: Brian Coburn, P.E. Engineer Manager Page 2 of 2 Date: 5/20/13 Date: 5/20/13			11.530	<u> </u>	
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Accepted By: AJAX Paving Industries, Inc., General Contractor Prepared By: Ted Meadows, &DA Consulting Engineer Recommended By: Approved By: Brian Coburn, P.E., Engineer Manager Page 2 of 2 A PPROVED B4: Date: 5/20/13 Page 2 of 2	stimated Revised Contract	mount		\$	568,682.96
AJAX Paving Industries, Inc., General Contractor Prepared By: Ted Meadaws, SDA, Consulting Engineer Recommended By: Aaroh J. Staup, Construction Engineer Approved By: Brian Coburn, P.E., Engineer Manager Page 2 of 2 A PPROVED By: Date: 5/9//3 Date: 5/9//3 Date: 5/20//3	specially any that exceed t	Original Contract Price	e or 10% of the Contra	Ct Price, in s	ausurooma _{aaa} agayaatgaatetatamiinna sana _{an}
Recommended By: Aaron J. Staup, Consulting Engineer Approved By: Date: 5/20/13 Approved By: Date: 5/20/13 Page 2 of 2 Date: 5/20/13	Accepted By:AJA	Paving Industries, Inc., General	**************************************	5//2	<u>//3</u>
Approved By: Approved By: Date: 5/20/13 Page 2 of 2 DATE: 5/20/13	Prepared By:	Ted Marchyand d Meadows, SDA, Consulting E	AND ADDRESS OF THE PARTY OF THE	5/9//	3
Brian Coburn, P.E., Engineer Manager Page 2 of 2 DATE: 5/20/15	Recommended By:	aron J. Staup, Construction Eng		5/20	13
A PPROVED BY: A DATE: 5/20/13	Approved By:	rian Coburn, P.E., Engineer Ma		5/20/1	3
ROB HAYES, P.E., CITY ENGINEER	A PPROVED BY	. AZ	C.E., CITY ENGINE		5/20/13
APPROVED BY: DATE: SUE MORIANTI, PURCHASING	APPROVED BY	,			•



CHANGE ORDER No. ___3__

LOS LOS C	Mari	English O. 10% C	a Dooker Assessed	
Owner: City of	Novi Lee BeGole Dr	Engineer: Spalding D)eDecker Associates, Ir Boulevard East	nc.
1	Michigan 48375	ı	Hills, Michigan, 48307	ļ
	735-5632	(248) 844-		
Contractor: Nov P	aving Industries, Inc.			
	rts Blvd - Suite 100			:
Troy, N	/1 48084			
Drafted Date:	May 8	3, 2013		
Description/Reason	ning: Balancing quantity to	r Item 118-3		
			*, y-t-17(
To the Contractor: Yo	ou are hereby directed to	o comply with the changes to	the contract document	s.
This change order re	eflects work completed o	r anticipated. Documentation	supporting these chang	ges
		urrent project plans and spec	cifications will be adhere	∍d to
uniess specifically ch	nanged by this change o	rder document.		
THE CONTRACT AN	MOUNT SHALL BE CHA	ANGED BY THE SUM OF:] \$	10,606.96
ORIGINAL CONTRA	ACT AMOUNT:		\$ 5	17,361.67
		000000		
SUM OF PREVIOUS	S APPROVED CHANGE	ORDERS:	\$	40,714.33
				68,682.96
REVISED CONTRAC	CT AMOUNT:		\$ 5	00,002.50
REVISED CONTRAC	CT AMOUNT:		\$ 5	00,002.30
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CONSENT OF SURETY COMPANY TO FINAL PAYMENT AIA DOCUMENT G707 Owner
Architect
Contractor

Surety

Other

X Bond No. 13124343

PROJECT: 2011 Neighborhood Road Program - Asphalt

(name, address)

TO: (Owner)

ARCHITECT'S PROJECT NO:

City of Novi

45175 West Ten Mile Road

Novi, MI 48375

CONTRACT FOR: Asphalt

CONTRACT DATE:

CONTRACTOR: Ajax Paving Industries, Inc. 830 Kirts Blvd., Suite 100 Troy, MI 48084

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

Liberty Mutual Insurance Company 5600 New King Street, Suite 360

Troy, Michigan 48098

SURETY COMPANY

on bond of (here insert name and address of Contractor)
Ajax Paving Industries, Inc.

830 Kirts Blvd., Suite 100 Troy, Michigan 48084

,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

13th

day of

March.

2013

Surety Company

Liberty Mutual Insurance Company

Signature of Authorized Representative

Allest: WUMQUUM W W MOT

Michelle Buechel - Attorney-In-Fact

Titl

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®

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5617182

American Fire and Casualty Company The Ohio Casualty Insurance Company West American Insurance Company

Liberty Mutual Insurance Company Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of
the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation
duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein
collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; C. A. Johnson; Kristyn M.
Langbeen; Linda L. Austin; Margaret M. Kohloff; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; T. R.
Guy

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge all of the city of Troy _, state of Mi and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of October 2012

9419

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company Peerless Insurance Company West American Insurance Company

STATE OF WASHINGTON COUNTY OF KING

, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day. ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I. David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this











David M. Carev. Assistant Secretary

INCREASE RIDER

	Rider to be attached to and form a part of Bond Number 13124343	3	, dated the _	day of
***************************************	, 2011 , executed by Liberty Mutu	ıal İnsuran	ce Company	(the "Surety") on
behalf o	of			
	Ajax Paving Industries, Inc.			(the "Principal")
in favor	City of Novi			(the "Obligee")
	It is understood and agreed that the penal sum of the attached bor	nd is here	b y increase	from
	Five Hundred Fifty Eight Thousand Seventy Six and 00/100	(\$	558,076.00) Dollars
to	Five Hundred Sixty Eight Thousand Six Hundred Eighty Two and 96/10	00 (\$	568,682.96) Dollars
said inc	rease being applicable only as to acts or omissions occurring on o	or after the	22nd	day of
August				
	This change is effective 22nd day of August	· · · · · · · · · · · · · · · · · · ·		1
	The attached bond shall be subject to all of its terms, conditions an	d limitation	ons except as	herein modified.
	Signed, sealed and dated this 13th day of March		·	2013
	SS or ATTEST:		·	
	Ajax Paving	Industries	s, Inc. (Principal)	
<i>J</i>	Sigh M. Jeff By By	till	(Fincipal)	(Seal)
	// // Name: D	•		ck, P.E.
Ĺ	Title: V	ill f	residei	rt
	Liberty Mut	tual Insura	nce Company	Q
	By Well	<u> Lele</u>	orney-In-Fact	9em (Seal)
	Michelle Buechel			

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5617181

American Fire and Casualty Company The Ohio Casualty Insurance Company West American Insurance Company

Liberty Mutual Insurance Company Peerless Insurance Company

POWER OF ATTORNEY

the State of Ohio, that Liberty Mutual Insurance duly organized under the laws of the State of collectively called the "Companies"), pursuant	ITS: That American Fire & Casualty Company and The Company is a corporation duly organized under the f New Hampshire, and West American Insurance Couto and by authority herein set forth, does hereby name M. Kohlefft Michael D. Lashpage Michael B.	laws of the State of Massachusetts, that Peerle: mpany is a corporation duly organized under the, constitute and appoint, _Anne Barick; C	ss Insurance Company is a corporatior he laws of the State of Indiana (hereir A. Johnson; Kristyn M.
Langbeen; Linda L. Austin; Margaret	M. Kohloff; Michael D. Lechner; Michelle Bu	<u>acher, Paul IVI. Hulley; Richard S. McGr</u>	egor; Robert D. Heuer; T. R.
Guy			
· · · · · · · · · · · · · · · · · · ·	Aleach individually if there be more that as its act and deed, any and all undertakings, bonds, have been duly signed by the president and attested by	3 3 ,	pursuance of these presents and shall

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of October

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company Peerless Insurance Company West American Insurance Company

Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON COUNTY OF KING

, 2012 , before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley , Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12, Power of Attorney, Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations, Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary, Any power or authority granted to any representative or attorney in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

1, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _______d









David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SWORN STATEMENT

STATE OF MICHIGAN	
COUNTY OF Oakland) ss.)
Tim Hay a/the (contractor)(subcontractor)(su description of property)	, being duly sworn, deposes and says: ThatAjax Paving Industries, Inci upplier) for an improvement to the following described real property situated inCounty, Michigan, described as follows: (insert legal
2011 Novi Neighborhood Ro	ad Program (126111)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor)(subcontracted)(subcontracted)(supplied material)(supplied labor) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
Commerce Const. & Landscaping	Earthwork	186,166.39	186,166.39	0.00	0.00			<u> </u>
Finishing Touch Photo & Video	Video	7,130.00	7,130.00	0.00	0.00			
Fort Wayne Contracting, Inc.	Structures	133,817.75	139,9817.75	0.00	0.00			
GM & Sons Inc.	Concrete	32,337.84	32,337.84	0.00	0.00			
JL Milling	Milling	8,654.25	8,654.25	0.00	0.00			
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