



CITY of NOVI CITY COUNCIL

**Agenda Item B
November 28, 2011**

SUBJECT: Approval of the final pay estimate to Matzak, Inc. for the 2010 Sanitary Pump Station Upgrades project in the amount of \$8,840.95.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *A74*

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 8,840.95
AMOUNT INCLUDED IN CIP	\$ 130,000 Drakes Bay Pump Station \$ 147,000 Park Place Pump Station \$ 277,000 TOTAL (Engineering & Construction)
LINE ITEM NUMBER	592-592.00-159.808 Drakes Bay Pump Station 592-592.00-159.809 Park Place Pump Station

BACKGROUND INFORMATION:

This project involved upgrading two existing sanitary pump stations: Drakes Bay Pump Station located on Wixom Road at Drakes Bay Drive, and Park Place Pump Station located at Nine Mile Road at Roberts Road. This project was recommended by the second phase of the Capacity Management Operations and Maintenance (CMOM) Study completed in 2006 and includes the installation of an emergency generator at each site, along with several upgrades to each site, including safety improvements and select replacement of equipment and controls. The construction contract was awarded to Matzak, Inc. at the June 7, 2010 City Council meeting in the amount of \$164,519.

Staff worked with the City's consulting engineer for this project, Spalding DeDecker & Associates, Inc. (SDA), to administer the construction contract, inspect the contractor's work and submit the attached documents verifying the final contract payment amount that is due to the contractor, Matzak, Inc. (Final Pay Estimate No. 3, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Kudla's November 10, 2011 letter, attached).

There was one approved change order resulting in a net decrease of \$24,363 to the construction contract. This change order was approved on June 3, 2011 to balance existing contract items that were either added to the contract or not used. The approved change order resulted in a final contract price of \$140,156. The final amount to be paid to Matzak is \$8,840.95, as described in the attached pay application on page 7.

RECOMMENDED ACTION: Approval of the final pay estimate to Matzak, Inc. for the 2010 Sanitary Pump Station Upgrades project in the amount of \$8,840.95.

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

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

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

City Of Novi



0 120 240 480 720 960
Feet

2010 SANITARY PUMP STATION UPGRADES





November 10, 2011

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Suzanne Moreno, Finance Department
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Re: **2010 Pump Station Upgrades**
Matzak, Inc.
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the 2010 Pump Station Upgrades Contract:

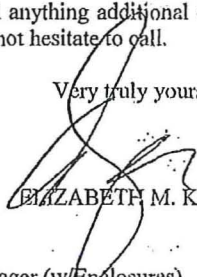
- Application for Final Payment
- Change Order No. 1
- Maintenance and Guarantee Bond
- Waivers of Lien
- Consent of Surety to final payment
- Contractor's Sworn Statement

Subject to the contract date being written into the Maintenance and Guarantee Bond form and the approval of the Final Pay Estimate by City staff, the closing documents appear to be in order.

It is our understanding that Matzak, Inc. will provide its full unconditional waiver of lien at the time it picks up the final payment.

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

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

COUNSELORS AT LAW

1755172_1.doc



LETTER OF TRANSMITTAL

TO:

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

DATE: November 4, 2011
JOB No.: NV09-010
RE: Novi 2010 Sanitary Pump Station Upgrades

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.

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



CITY OF NOVI

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

APPLICATION FOR PROGRESS PAYMENT

PROJECT: Drakes Bay / Park Place Pump Sta. **NOVI PROJECT NO.:** NV09-010.IT **PAYMENT NO.:** FINAL

OWNER: City of Novi
 45175 W. Ten Mile Road
 Novi, Michigan 48375 **ENGINEER:** Spalding DeDecker & Associates, Inc.
 905 South Boulevard East
 Rochester Hills, Michigan 48307 **CONTRACTOR:** Matzak, Inc.
 59187 North Avenue
 Ray Township, Michigan 48096

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

ORIGINAL: \$ 164,519.00 **ORIGINAL:** December 13, 2010 **FROM:**

REVISED: \$ 140,156.00 **REVISED:** N/A **TO:**

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
1	Bond, Insur. Set-Up (3% max) Drake	LS	1	\$ 1,739.00	\$ 1,739.00	1	\$ 1,739.00	\$ 1,739.00				1	\$ 1,739.00	100%
2	Inspector Days - Drakes Bay	Cday	10	\$ 615.00	\$ 6,150.00	3	\$ 615.00	\$ 1,845.00				3	\$ 1,845.00	100%
3	Audio-Visual DVD Coverage - Drakes	LS	1	\$ 1,020.00	\$ 1,020.00	1	\$ 1,020.00	\$ 1,020.00				1	\$ 1,020.00	100%
4	Bypass Pumping - Drakes Bay	LS	1	\$ 5,900.00	\$ 5,900.00	0	\$ 5,900.00	\$ -				0		
5	Seal Valve Chamber Roof Slab	LS	1	\$ 1,233.00	\$ 1,233.00	1	\$ 1,233.00	\$ 1,233.00				1	\$ 1,233.00	100%
6	Wet Well Roof Slab, Exist. Rem / Rep	LS	1	\$ 4,900.00	\$ 4,900.00	1	\$ 4,900.00	\$ 4,900.00				1	\$ 4,900.00	100%
7	Natural Gas Generator - Drakes Bay	LS	1	\$ 21,300.00	\$ 21,300.00	1	\$ 21,300.00	\$ 21,300.00				1	\$ 21,300.00	100%
8	Generartor Concrete Pad - Drakes Bay	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1	\$ 2,000.00	100%
9	Gas Service Meter Rack - Drakes Bay	LS	1	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00	\$ 1,300.00				1	\$ 1,300.00	100%
10	Natural Gas Service Allowance - Drak	Dlr	1	\$ 10,000.00	\$ 10,000.00	0.3271	\$ 10,000.00	\$ 3,271.00				0.3271	\$ 3,271.00	100%
11	Bollard Posts - Drakes Bay	Ea	4	\$ 565.00	\$ 2,260.00	4	\$ 565.00	\$ 2,260.00				4	\$ 2,260.00	100%
12	Control Panel Concrete Pad - Drakes	LS	1	\$ 1,250.00	\$ 1,250.00	1	\$ 1,250.00	\$ 1,250.00				1	\$ 1,250.00	100%
13	Soil Erosion Control Fence - Drakes B	Lft	65	\$ 1.00	\$ 65.00	110	\$ 1.00	\$ 110.00				110	\$ 110.00	100%
14	Seed and Mulch - Drakes Bay	Syd	150	\$ 4.00	\$ 600.00	150	\$ 4.00	\$ 600.00				150	\$ 600.00	100%
15														
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TOTAL THIS SHEET \$ 53,567.00 \$ 40,983.00 \$ - \$ 40,983.00 100%



CITY OF NOVI

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 Fax: (248) 735-5659

APPLICATION FOR PROGRESS PAYMENT

PROJECT: Drakes Bay / Park Place Pump Sta. NOVI PROJECT NO.: NV09-010.IT 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	%
26	Bond, Insur, Set-Up (3% max) Park	LS	1	\$ 3,410.00	\$ 3,410.00	1	\$ 3,410.00	\$ 3,410.00				1	\$ 3,410.00	100%
27	Inspector Days - Park Place	Cday	10	\$ 615.00	\$ 6,150.00	4.5	\$ 615.00	\$ 2,767.50				4.5	\$ 2,767.50	100%
28	Audio-Visual DVD Coverage - Park Pl	LS	1	\$ 1,020.00	\$ 1,020.00	1	\$ 1,020.00	\$ 1,020.00				1	\$ 1,020.00	100%
29	Bypass Pumping - Park Place	LS	1	\$ 5,900.00	\$ 5,900.00	0	\$ 5,900.00					0		
30	Natural Gas Generator - Park Place	LS	1	\$ 17,200.00	\$ 17,200.00	1	\$ 17,200.00	\$ 17,200.00				1	\$ 17,200.00	100%
31	Generator Concrete Pad - Park Place	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1	\$ 2,000.00	100%
32	Gas Service Meter Rack - Park Place	LS	1	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00	\$ 1,300.00				1	\$ 1,300.00	100%
33	Nat Gas Service Allow - Park Place	Dir	1	\$ 10,000.00	\$ 10,000.00	0.4971	\$ 10,000.00	\$ 4,971.00				0.4971	\$ 4,971.00	100%
34	Bollard Posts - Park Place	Ea	2	\$ 565.00	\$ 1,130.00	2	\$ 565.00	\$ 1,130.00				2	\$ 1,130.00	100%
35	Ctrf Pri. Meter. Bollard, Conc Pad - Re	LS	1	\$ 805.00	\$ 805.00	1	\$ 805.00	\$ 805.00				1	\$ 805.00	100%
36	Control Cabinet / Misc. Electrical	LS	1	\$ 35,400.00	\$ 35,400.00	1	\$ 35,400.00	\$ 35,400.00				1	\$ 35,400.00	100%
37	Electrical Service - Allowance - Park P	Dir	1	\$ 1,000.00	\$ 1,000.00	0.15	\$ 1,000.00	\$ 150.00				0.15	\$ 150.00	100%
38	Control Cabinet Concrete Pad - Park P	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1	\$ 2,000.00	100%
39	Aggregate Base, 8-Inch, 21AA, CIP	Syd	90	\$ 16.00	\$ 1,440.00	90	\$ 16.00	\$ 1,440.00				90	\$ 1,440.00	100%
40	Bituminous Leveling Course, 2 1/2" 1	Ton	13	\$ 216.00	\$ 2,808.00	13	\$ 216.00	\$ 2,808.00				13	\$ 2,808.00	100%
41	Bituminous Top Course, 1 1/2" 1100T	Ton	8	\$ 157.00	\$ 1,256.00	8	\$ 157.00	\$ 1,256.00				8	\$ 1,256.00	100%
42	Sanitary Manhole, Adjust Rim	Ea	1	\$ 432.00	\$ 432.00	1	\$ 432.00	\$ 432.00				1	\$ 432.00	100%
43	Wet Well and Valve Chamber, Dewater	LS	1	\$ 5,018.00	\$ 5,018.00	1	\$ 5,018.00	\$ 5,018.00				1	\$ 5,018.00	100%
44	Pump Guide Rails, Rem / Rep	LS	1	\$ 2,585.00	\$ 2,585.00	1	\$ 2,585.00	\$ 2,585.00				1	\$ 2,585.00	100%
45	Wet Well Hatch, Rem / Rep	LS	1	\$ 2,958.00	\$ 2,958.00	1	\$ 2,958.00	\$ 2,958.00				1	\$ 2,958.00	100%
46	Float Rack, Rem / Rep	LS	1	\$ 375.00	\$ 375.00	1	\$ 375.00	\$ 375.00				1	\$ 375.00	100%
47	Valve Chamber Structural Modification	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00				1	\$ 1,000.00	100%
48	Valve Chamber Mechanical Modification	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	\$ 6,500.00				1	\$ 6,500.00	100%
49	Bypass Pipe Concrete Pad	LS	1	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00	\$ 1,300.00				1	\$ 1,300.00	100%
50	Rain Gauge	LS	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	\$ 1,600.00				1	\$ 1,600.00	100%
51	Soil Erosion Control Fence - Park Plac	Lft	115	\$ 1.00	\$ 115.00	115	\$ 1.00	\$ 115.00				115	\$ 115.00	100%
52	Seed and Mulch - Park Place	Syd	600	\$ 4.00	\$ 2,400.00	600	\$ 4.00	\$ 2,400.00				600	\$ 2,400.00	100%
53														
54														
55														
56														
57														
58														
59														
60														
TOTAL FROM THIS SHEET					\$ 110,952.00		\$ 99,173.00	\$ -	\$ 99,173.00					
TOTAL FROM OTHER SHEET					\$ 53,567.00		\$ 40,983.00	\$ -	\$ 40,983.00					
SUBTOTAL					\$ 164,519.00		\$ 140,156.00	\$ -	\$ 140,156.00				100%	



CITY OF NOVI

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

Section 2.

APPLICATION FOR PROGRESS PAYMENT

PROJECT: Drakes Bay / Park Place Pump Sta. NOVI PROJECT NO.: NV09-010.IT PAYMENT NO.: FINAL

Original Contract Amount:	\$	164,519.00
Change Orders:	\$	(24,363.00)
Adjusted Contract Amount to Date:	\$	140,156.00
Total Cost of Work Performed to Date:	\$	140,156.00
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 7.5 \$	-
	This Pay	
Net Amt. Earned of Contract and Extra Work to Date:	\$	140,156.00
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	140,156.00
MINUS Amount of Previous Payments:	\$	131,315.05
	1 \$	110,768.10
	2 \$	20,546.95

CHANGE ORDERS

No.	Date	Amount
1	February 17, 2011	\$ (24,363.00)

TOTAL: \$ (24,363.00)

BALANCE DUE THIS PAYMENT:

\$ 8,840.95

Inspection "Crew Days" Allowed per Contract:	7.5
Inspection "Crew Days" Used to Date:	7.5
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 PROGRESS PAYMENT

PROJECT: Drakes Bay / Park Place Pump Sta.

NOVI PROJECT NO.: NV09-010.IT

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

[Signature]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: *11/7/11*

[Signature]

By: Brian Coburn, Senior Civil Engineer

Dated: *11/10/11*

MATZAK
Contractor Company

Date: *11/4/11*

[Signature]
Contractor Authorized Signature

By: *SCOTT JACKLYN*
Print Name

SPALDING DEDECKER ASSOC.
Consultant Firm

Date: *11/4/11*

[Signature]
Consultant Authorized Signature

By: *JEN MEADOWS*
Print Name

New Contract Items

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

Estimated Increase/Decrease in Contract Price	-\$24,363.00
Original Contract Amount	\$164,519.00
Sum of Previous Approved Change Orders	\$0.00
Estimated Revised Contract Amount	\$140,156.00

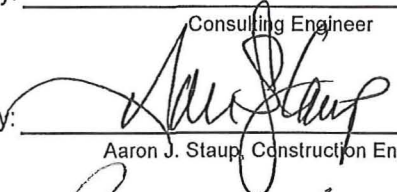
***Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum.**

Accepted By: _____
General Contractor

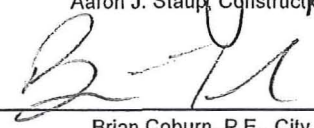
Date: _____

Prepared By: _____
Consulting Engineer

Date: _____

Recommended By: 
Aaron J. Staup, Construction Engineer

Date: 11/16/11

Approved By: 
Brian Coburn, P.E., City Engineer

Date: 11/16/11



BALANCING CHANGE ORDER - No. 1

Project: Drakes Bay / Park Place Pump Station

Owner: City of Novi
26300 Delwal Drive
Novi, Michigan 48375
(248) 735-5632

Engineer: Maria Sedki, PE

Contractor: Matzak, Inc.

Drafted Date: February 17, 2011

Description/Reasoning: All Contract work has been completed. These Items ar being balanced to final field-measured quantities.

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

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	-\$24,363.00
ORIGINAL CONTRACT AMOUNT:	\$164,519.00
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$0.00
REVISED CONTRACT AMOUNT:	\$140,156.00

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

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

Accepted By: _____ Date: _____
General Contractor

Prepared By: _____ Date: _____
Consulting Engineer

Recommended By: Aaron Staup Date: 11/16/10
Aaron L. Staup, Construction Engineer

Approved By: Brian Coburn Date: 11/16/11
Brian Coburn, P.E., City Engineer

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

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: 5943316

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City Of Novi
45175 West Ten Mile Road
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: / /

PROJECT:

(Name and Address)

2010 Sanitary Pump Station Upgrades

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
One Park Circle
Westfield Center, OH 44251-5001

, SURETY COMPANY,

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

MATZAK, INC.
59187 North Ave.
Ray, MI 48096

, 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, MI 48375

, OWNER,

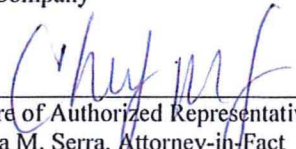
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this May 3, 2011

Attest:
Seal



Westfield Insurance Company
Surety Company



Signature of Authorized Representative
Christina M. Serra, Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/11/11, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2141882 09

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, CHRISTINA M. SERRA, 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 Senior Executive and their corporate seals to be hereto affixed this 11th day of **MARCH** A.D., 2011 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: **Richard L. Kinnaird, Jr., National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 11th day of **MARCH** A.D., 2011 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **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 3rd day of **May** A.D., 2011 .



Frank A. Carrino
Frank A. Carrino, Secretary

FULL UNCONDITIONAL WAIVER

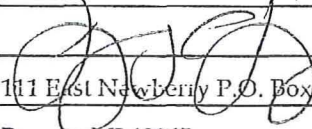
My/our contract with Matzak Inc.
(other contracting party)

to provide Video Taping

for the improvement of the property described as: Novi, MI Pump Stations

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

Construction Video Media, Inc.

By:  Dwight C. Spengler,
President

Address: 111 East Newberry P.O. Box 90

Romeo, MI 48065

Telephone: 586/752-2580

Signed On: 10/4/10
(date)

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

THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc.
(other contracting party)

to provide Job Materials

for the improvement of the property described as: _____

Drakes Bay Pump Station

Park Place Pump Station

Novi, MI

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

The Macomb Group

By: Yvonne Barbaglia YVONNE BARBAGLIA
Address: 34400 Mound Rd ACCOUNTS RECEIVABLE
Sterling Hgts MI 48310 CLERK

Telephone: 586-274-4100

Signed On: 5-6-11
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc.
(other contracting party)

to provide Job Materials

for the improvement of the property described as:
Drakes Bay Pump Station PH-1884
Park Place Pump Station
Novi, MI

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

Cummins Bridgeway

By: Amanda Gemmill AMANDA GEMMILL
ACCOUNTS RECEIVABLE CLERK

Address: 21810 Clessie Ct.
New Hudson, MI 48165

Telephone: 248-573-1567

Signed On: 5/18/11
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc.
(other contracting party)

to provide Redi-Mix

for the improvement of the property described as:
Drakes Bay Pump Station
Park Place Pump Station
Novi, MI

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

Theresa Russell
AGENT

By: Theresa Russell (Agent)
Address: PO Box 2900
Farmington Hills, MI 48333
Telephone: (248) 788 8000

Signed On: 5/16/11
(date)

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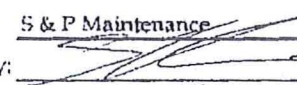
FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc.
(other contracting party)

to provide Concrete Work

for the improvement of the property described as:
Drakes Bay Pump Station
Park Place Pump Station
Novi, MI

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

CAESAR PALMIERI
S & P Maintenance *OWNER*
By: 
Address: 16176 Toulouse Ave
Telephone: 586-709-4534

Signed On: 5/26/11
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc
(other contracting party)

to provide Trucking

for the improvement of the property described as:
Drakes Bay Pump Station
Park Place Pump Station
Novi, MI

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

TONY CALO
OWNER

Calo & Sons

By: *[Signature]*

Address: PO Box 5305113

Livonia, MI 48153

Telephone: 248-987-7060

Signed On 5/10/11
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc.
(other contracting party)

to provide Job Materials

for the improvement of the property described as:
Drakes Bay Pump Station
Park Place Pump Station
Novi, MI

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

*DAVE NAFTZGER
CREDIT MANAGER*

Mack Industries

By: *[Signature]*

Address: 1321 Industrial Parkway #500
Brunswick, OH 44212

Telephone: _____

Signed On: 5/10/11
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc.
(other contracting party)

to provide Asphalt

for the improvement of the property described as:
Drakes Bay Pump Station
Park Place Pump Station
Novi, MI

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

Total Asphalt Paving

By:

Address:

Telephone:

BEN DAVELKY
PRESIDENT

[Signature]
12865-31 MILE RD.
WASHINGTON, MI 48095
586-752-9060

Signed On:

May 17-11
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc.
(other contracting party)

to provide Job Materials

for the improvement of the property described as:
Drakes Bay Pump Station
Park Place Pump Station
Novi, MI

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

Kennedy Industries

*MARK HEMEYER
VICE PRESIDENT*

By: *Mark Hemeyer*

Address: *4975 TECHNICAL DR.*
Milford, MI 48381

Telephone: *248-684 1200*

Signed On: *6-02-11*
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with Matzak Inc.
(other contracting party)

to provide Electrical

for the improvement of the property described as:
Drakes Bay Pump Station
Park Place Pump Station
Novi, MI

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

PAUL KASAT
OWNER

Ziller Electric

By: Paul A. Kasat Ziller Electric

Address: 2475 Brown RD
ORION, MI 48359

Telephone: 248-340-6000 X103

Signed On: 5-3-2011
(date)

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SWORN STATEMENT

STATE OF MICHIGAN)
) SS
 COUNTY OF)

Scott Jacklyn (deponent), being sworn, states the following:

Matzak Inc., is the (contractor) (subcontractor) for an improvement to the following described real property in Oakland County, Michigan, described as follows: (Insert legal description from Notice of Commencement or name and address of the Project.

**Drakes Bay Pump Station
 Park Place Pump Station
 Novi, MI**

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
Construction Video Media	Video Taping	\$1,450.00	\$1,450.00	0			
The Macomb Group	Job Materials	\$1,627.69	\$1,627.69	0			
Cummins Bridgeway	Job Materials	\$32,677.68	\$32,677.68	0			
Superior Materials	Redi-Mix	\$808.12	\$808.12	0			
S & P Maintenance	Concrete Work	\$2,200.00	\$2,200.00	0			
Mack Industries	Job Materials	\$1,097.10	\$1,097.10	0			
Total Asphalt Paving	Asphalt	\$3,712.00	\$3,712.00	0			
Kennedy Industries	Job Materials	\$41,234.00	\$41,234.00	0			
Ziller Electric	Electrical	\$11,745.05	\$11,745.05	0			
Calo & Sons	Trucking	\$694.92	\$694.92	0			
TOTALS							

(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 sum set forth.

I make this statement as the (contractor) (subcontractor) or as _____ 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 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: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A. 497, MCL 570.1109 TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED

[Handwritten signature]

Deponent

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

Subscribed and sworn to before me on
(date) June 10, 2011

Notary Public Malesh
County, Michigan
My commission expires: Oct 20, 2017

RACHEL ROMANCHECK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires October 20, 2017
Acting in the County of Macomb

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