



CITY of NOVI CITY COUNCIL

Agenda Item C
November 28, 2011

SUBJECT: Approval of the final balancing change order and final pay estimate to Metropolitan Power & Lighting, Inc. for the Beck Road and Cider Mill Traffic Signal Installation project in the amount of \$10,394.54.

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

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$10,394.54
AMOUNT BUDGETED	\$24,500 (FY 2011-12)
LINE ITEM NUMBER	204-204.00-863.092

BACKGROUND INFORMATION:

This project involved the installation of a traffic signal at the intersection of Beck Road and Cider Mill Road, along with upgrades to the sidewalk ramps within the intersection to comply with the Americans with Disabilities Act (ADA) requirements. The construction contract was awarded to Metropolitan Power & Lighting, Inc. at the July 12, 2010 City Council meeting in the amount of \$143,432.

Staff worked with the City's consulting engineer for this project, URS Corporation (URS) 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, Metropolitan Power & Lighting, 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 16, 2011 letter, attached).

There was one change order previously approved for this contract in the amount of \$68.22. Staff recommends approval of Change Order No. 2, resulting in a decrease to the final contract of \$9,868.06. Change Order No. 2 will balance the final quantities for each line of the contract to account for increased or decreased quantities in the completion of the work. The revised contract price following the two change orders is \$133,632.16.

The City uses crew days in construction contracts to increase the accountability of the contractor with respect to inspection time. The contractor provides a number of anticipated crew days as part of the bid for the project. The cost per crew day is \$615 per eight hour day as stipulated in the general agreements with each of three engineering consultant firms used by the City. If the contractor requires additional days of inspection (or crew days) beyond the number contained in the bid, the cost of the additional inspection time is deducted from the contractor and used to pay the consultant for the additional inspection. The purpose of using crew days for inspection services is to provide a method for the City to recoup costs to pay for additional inspection associated with slow progress by the contractor.

For this project, the contractor included 7 crew days in the original bid, but used 10.25 days to complete the work. The final payment to the contract has been reduced by \$1,998.75 (3.25 crew days at \$615 per day) to offset the additional inspection costs for the project. The amendment of the engineering agreement for the additional inspection costs is proposed for consideration elsewhere on this agenda. The final amount to be paid to Metropolitan is \$10,394.54, as described in the attached pay application on page 8.

RECOMMENDED ACTION: Approval of the final balancing change order and final pay estimate to Metropolitan Power & Lighting, Inc. for the Beck Road and Cider Mill Traffic Signal Installation project in the amount of \$10,394.54.

	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 approximations 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 87.5 175 350 525 700
Feet

Beck Road and Cider Mill Signal



November 16, 2011

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

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

Elizabeth M. Kudla
Direct: 248-539-2846
lkudla@secrestwardle.com

**Re: Beck/Cider Mill Drive Traffic Signal Installation Project
Metropolitan Power & Lighting, Inc.
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Beck/Cider Mill Drive Traffic Signal Installation Project Contract:

- Application for Final Payment
- Change Order No. 2
- Maintenance and Guarantee Bond Rider
- Waivers of Lien
- Consent of Surety to final payment
- Contractor's Sworn Statement

Subject to the approval of the Final Pay Estimate by City staff, the closing documents appear to be in order.

It is our understanding that Metropolitan Power & Lighting, 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)
Jason Fisher, URS (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



October 28, 2011

Aaron Staup
City of Novi
Engineering Department
45175 W. Ten Mile Road
Novi, MI 48375

Reference: Final Pay Estimate
Beck and Cider Mill Drive Traffic Signal Installation Project
URS Project Number 12942281

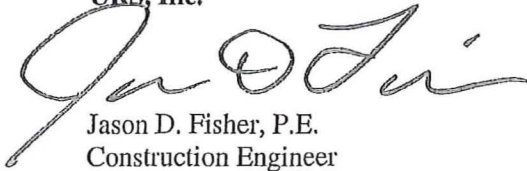
Dear Mr. Staup:

Attached is the Final Pay Estimate for the above referenced project. This estimate covers work taking place on the project through June 29, 2010. We recommend final payment to the contractor, Metropolitan Power & Lighting, Inc. for the amount of **\$10,394.54**.

Please call me at (248) 204-4923 if you have any questions or wish to discuss the project.

Sincerely,

URS, Inc.



Jason D. Fisher, P.E.
Construction Engineer

cc: Metropolitan Power & Lighting, Inc.



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Beck/Cider Mill Traffic Signal NOVI PROJECT NO.: PAYMENT NO.: FINAL

OWNER: City of Novi ENGINEER: URS Corporation CONTRACTOR: Metropolitan Power & Lighting, Inc.
 45175 W. Ten Mile Road 27777 Franklin Road, Suite 2000 3085 North Van Dyke
 Novi, Michigan 48375 Southfield, Michigan 48034 Imlay City, Michigan 48444

CONTRACT AMOUNT COMPLETION DATE DATES OF ESTIMATE

ORIGINAL: \$ 143,432.00 ORIGINAL: January 10, 2011 FROM: January 25, 2011

REVISED: \$ 133,632.16 REVISED: TO: June 29, 2011

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	EA	7	\$ 615.00	\$ 4,305.00	7.00	\$ 615.00	\$ 4,305.00	1.50	\$ 922.50	21%	10.25	\$ 6,303.75	146%
1	TS, One Way Span Wire Mtd (LED)	EA	8	\$ 900.00	\$ 7,200.00	8.00	\$ 900.00	\$ 7,200.00				8.00	\$ 7,200.00	100%
2	TS, Ped., One Way Bracket Arm	EA	2	\$ 900.00	\$ 1,800.00	2.00	\$ 900.00	\$ 1,800.00				2.00	\$ 1,800.00	100%
3	TS, Ped., Two Way Bracket Arm	EA	2	\$ 1,400.00	\$ 2,800.00	2.00	\$ 1,400.00	\$ 2,800.00				2.00	\$ 2,800.00	100%
4	Span Wire, Box	EA	1	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ 1,300.00				1.00	\$ 1,300.00	100%
5	Pushbutton and Sign, RCOC	EA	2	\$ 350.00	\$ 700.00	2.00	\$ 350.00	\$ 700.00				2.00	\$ 700.00	100%
6	Pushbutton Support Post	EA	2	\$ 350.00	\$ 700.00	2.00	\$ 350.00	\$ 700.00				2.00	\$ 700.00	100%
7	Controller and Cabinet, Install	EA	1	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	100%	1.00	\$ 500.00	100%
8	Strain Pole, Anchor Base, 40 ft	EA	4	\$ 3,100.00	\$ 12,400.00	4.00	\$ 3,100.00	\$ 12,400.00				4.00	\$ 12,400.00	100%
9	Strain Pole, Anchor Found. RCOC	EA	4	\$ 2,600.00	\$ 10,400.00	4.00	\$ 2,600.00	\$ 10,400.00				4.00	\$ 10,400.00	100%
10	Autoscope Camera (Solo Terra)	EA	4	\$ 300.00	\$ 1,200.00	4.00	\$ 300.00	\$ 1,200.00	4.00	\$ 1,200.00	100%	4.00	\$ 1,200.00	100%
11	Bracket Arm, 18 feet	EA	2	\$ 800.00	\$ 1,600.00	2.00	\$ 800.00	\$ 1,600.00				2.00	\$ 1,600.00	100%
12	Bracket Arm, 15 feet	EA	2	\$ 700.00	\$ 1,400.00	2.00	\$ 700.00	\$ 1,400.00				2.00	\$ 1,400.00	100%
13	Hh, Round	EA	5	\$ 650.00	\$ 3,250.00	5.00	\$ 650.00	\$ 3,250.00				5.00	\$ 3,250.00	100%
14	Service Disconnect	EA	1	\$ 700.00	\$ 700.00	1.00	\$ 700.00	\$ 700.00				1.00	\$ 700.00	100%
15	Optical Priority Control System	EA	1	\$ 4,700.00	\$ 4,700.00	1.00	\$ 4,700.00	\$ 4,700.00				1.00	\$ 4,700.00	100%
16	Case Sign, One Way, 24 x 30, N-I	EA	2	\$ 1,200.00	\$ 2,400.00	2.00	\$ 1,200.00	\$ 2,400.00				2.00	\$ 2,400.00	100%
17	Pavt. Mrkg, 6 inch Cold Plastic	FT	320	\$ 3.50	\$ 1,120.00	472.40	\$ 3.50	\$ 1,653.40	472.40	\$ 1,653.40	100%	472.40	\$ 1,653.40	100%
18	Pavt. Mrkg, 18 inch Stop Bar	FT	120	\$ 10.50	\$ 1,260.00	110.00	\$ 10.50	\$ 1,155.00	110.00	\$ 1,155.00	100%	110.00	\$ 1,155.00	100%
19	Cable, Sec, 600V, 1, 2/C#4, Ground	FT	70	\$ 5.00	\$ 350.00	78.00	\$ 5.00	\$ 390.00				78.00	\$ 390.00	100%
20	Conduit, DB, 1, 1 1/4 inch	FT	35	\$ 12.00	\$ 420.00	27.00	\$ 12.00	\$ 324.00				27.00	\$ 324.00	100%
21	Conduit, DB, 2, 3 inch	FT	20	\$ 15.00	\$ 300.00	20.00	\$ 15.00	\$ 300.00				20.00	\$ 300.00	100%
22	Maintaining Traffic	LS	1	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
23	Conduit, DB, 1, 4 inch	FT	50	\$ 21.00	\$ 1,050.00	59.00	\$ 21.00	\$ 1,239.00				59.00	\$ 1,239.00	100%
24	Sidewalk Ramp, ADA, Modified	SF	700	\$ 8.00	\$ 5,600.00	352.08	\$ 8.00	\$ 2,816.64				352.08	\$ 2,816.64	100%
TOTAL THIS SHEET				\$ 63,650.00		\$ 61,428.04		\$ 4,508.40		\$ 61,428.04	100%			



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Beck/Cider Mill Traffic Signal

NOVI PROJECT NO.:

PAYMENT NO.:

FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Sidewalk, Conc, 4 inch	SF	75	\$ 8.00	\$ 600.00	312.90	\$ 8.00	\$ 2,503.20				312.90	\$ 2,503.20	100%
26	Subbase, CIP	CY	12	\$ 14.00	\$ 168.00	7.67	\$ 14.00	\$ 107.38				7.67	\$ 107.38	100%
27	Slope Restoration	SY	155	\$ 7.00	\$ 1,085.00	148.22	\$ 7.00	\$ 1,037.54				148.22	\$ 1,037.54	100%
28	Mobilization, Max.	LS	1	\$ 12,800.00	\$ 12,800.00	1.00	\$ 12,800.00	\$ 12,800.00				1.00	\$ 12,800.00	100%
29	Sidewalk, Removal	SY	80	\$ 10.00	\$ 800.00	55.00	\$ 10.00	\$ 550.00				55.00	\$ 550.00	100%
30	RCOC Force Account Fees	LS	1	\$ 40,500.00	\$ 40,500.00	1.00	\$ 40,500.00	\$ 40,500.00				1.00	\$ 40,500.00	100%
31	Power Co. (Est. Cost to Contract)	LS	1	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00							
32	Controller and Cabinet, RCOC	EA	1	\$ 9,600.00	\$ 9,600.00	1.00	\$ 9,600.00	\$ 9,600.00				1.00	\$ 9,600.00	100%
33	Post, Wood, 6 X 8 inch	FT	8	\$ 100.00	\$ 800.00	8.00	\$ 100.00	\$ 800.00				8.00	\$ 800.00	100%
34	Curb and Gutter, Removal	FT	53	\$ 18.00	\$ 954.00	58.00	\$ 18.00	\$ 1,044.00				58.00	\$ 1,044.00	100%
35	Curb and Gutter, Conc, Det. B1	FT	26	\$ 35.00	\$ 910.00	19.60	\$ 35.00	\$ 686.00				19.60	\$ 686.00	100%
36	Curb and Gutter, Conc, Det. F5	FT	27	\$ 35.00	\$ 945.00	63.00	\$ 35.00	\$ 2,205.00				63.00	\$ 2,205.00	100%
37	Hand Patching	Ton	1	\$ 170.00	\$ 170.00		\$ 170.00							
38	Conc Pavt., Misc., Reinf, 9 inch	SY	3	\$ 150.00	\$ 450.00		\$ 150.00							
39	Relocate Stop Sign	EA				1.00	\$ 371.00	\$ 371.00	1.00	\$ 371.00	100%	1.00	\$ 371.00	100%
TOTAL FROM THIS SHEET				\$ 79,782.00	\$ 79,782.00		\$ 72,204.12	\$ 72,204.12	\$ 371.00	\$ 371.00		\$ 72,204.12	\$ 72,204.12	
TOTAL FROM OTHER SHEET				\$ 63,650.00	\$ 63,650.00		\$ 61,428.04	\$ 61,428.04	\$ 4,508.40	\$ 4,508.40		\$ 61,428.04	\$ 61,428.04	
SUBTOTAL				\$ 143,432.00	\$ 143,432.00		\$ 133,632.16	\$ 133,632.16	\$ 4,879.40	\$ 4,879.40		\$ 133,632.16	\$ 133,632.16	100%



CITY OF NOVI

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Beck/Cider Mill Traffic Signal NOVI PROJECT NO.: PAYMENT NO.: FINAL

Original Contract Amount:	\$	143,432.00
Change Orders:	\$	(9,799.84)
Adjusted Contract Amount to Date:	\$	133,632.16
Total Cost of Work Performed to Date:	\$	133,632.16
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 10.25 \$	1,998.75
	This Pay 2	
Net Amt. Earned of Contract and Extra Work to Date:	\$	131,633.41
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	131,633.41
MINUS Amount of Previous Payments:	\$	121,238.87
1 \$	70,833.30	
2 \$	50,405.57	
3 \$	-	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	
BALANCE DUE THIS PAYMENT:	\$	10,394.54

CHANGE ORDERS

No.	Date	Amount
1	January 25, 2011	\$ 68.22
		\$(9,868.06)
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

TOTAL: \$ (9,799.84)

Inspection "Crew Days" Allowed per Contract:	7.00
Inspection "Crew Days" Used to Date:	10.25
Inspection "Crew Days" Remaining:	(3.25)



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Beck/Cider Mill Traffic Signal

NOVI PROJECT NO.:

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.

Metropolitan Power & Lighting Date: 7-21-11
Contractor Company

[Signature]
Contractor Authorized Signature

By: Vicki Marr
Print Name

URS Date: 7-30-11
Consultant Firm

[Signature]
Consultant Authorized Signature

By: Jason D. Fisher
Print Name

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI
[Signature]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 11/2/11

[Signature]

By: Brian Coburn, Senior Civil Engineer

Dated: 11/3/11



BALANCING
CHANGE ORDER No. 2

Project: Beck-Cider Mill Traffic Signal

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

Engineer: URS Corporation
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034

Contractor: Metropolitan Power & Lighting, Inc.
3085 North Van Dyke
Imlay City, Michigan 48444

Drafted Date: June 29, 2011

Description/Reasoning: Balancing contract 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:	-\$9,868.06
ORIGINAL CONTRACT AMOUNT:	\$143,432.00
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$68.22
REVISED CONTRACT AMOUNT:	\$133,632.16

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CONTRACT TIME BY: 0 Day(s) to Substantial or Final Completion

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

Accepted By: [Signature] Date: 7-21-11
Metropolitan Power & Lighting, Inc.

Prepared By: [Signature] Date: 7-30-11
URS Corp., Jason Fisher, P.E.

Recommended By: [Signature] Date: 11/2/11
Aaron J. Slaup, Construction Engineer

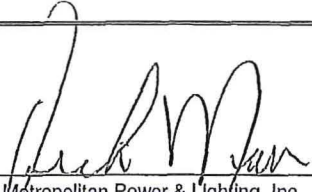
Approved By: [Signature] Date: 11/2/11
Brian Coburn, P.E., City Engineer

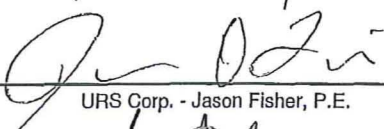
New Contract Items

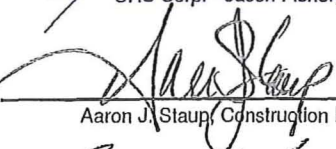
Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
39	Relocate Stop Sign	EA	\$317.00	1	\$371.00	
Subtotals					\$371.00	\$0.00
Total					\$371.00	


Estimated Increase/Decrease in Contract Price	-\$9,868.06
Original Contract Amount	\$143,432.00
Sum of Previous Approved Change Orders	\$68.22
Estimated Revised Contract Amount	\$133,632.16

*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:  Date: 7-21-11
 Metropolitan Power & Lighting, Inc.

Prepared By:  Date: 7-30-11
 URS Corp. - Jason Fisher, P.E.

Recommended By:  Date: 8/2/11
 Aaron J. Staup, Construction Engineer

Approved By:  Date: 11/3/11
 Brian Coburn, P.E., City Engineer

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

OWNER []
ARCHITECT []
CONTRACTOR []
SURETY []
OTHER []

Bond No. 08971446

Beck Road and Cider Mill Drive Traffic Signal Installation Project

PROJECT:
(name, address)

TO (Owner): |---|
| City of Novi |
| Department of Public Service |
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR: Metropolitan Power and Lighting, Inc.
3085 North Van Dyke, Suite 200
Imlay City, MI 48444

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)

Fidelity & Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor

Schaumburg, IL 60196-1056

, SURETY COMPANY,

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

Metropolitan Power and Lighting, Inc.
3085 North Van Dyke, Suite 200
Imlay City, MI 48444

, 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
Department of Public Service
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 22nd day of July 2011

Fidelity & Deposit Company of Maryland

Surety Company

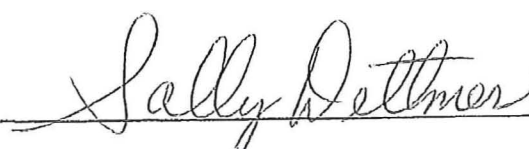
Signature of Authorized Representative

Lori A. King-Clyde

Title

Attorney-in-Fact

Attest:
(Seal):



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **George M. FOSTER, III, John T. FOSTER, Lori A. KING-CLYDE, James N. SLEAR and Janice L. STICKLES, all of Lansing, Michigan, EACH its true and lawful agent and Attorney-in-Fact**, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md, in their own proper persons. This power of attorney revokes that issued on behalf of George M. Foster, III, John T. Foster, Lori A. King-Clyde, James N. Slear, Janice L. Haag, dated November 21, 2001.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of May, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Frank E. Martin Jr.

Eric D. Barnes Assistant Secretary *Frank E. Martin Jr.* Vice President

State of Maryland }
Baltimore County } ss:

On this 5th day of May, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 15, 2013

METROPOLITAN POWER and LIGHTING, INC.

3085 N. VAN DYKE - IMLAY CITY, MI 48444
PHONE: 810.724.2800 / FAX: 810.724.3842

ATTENTION: ACCOUNTS RECEIVABLE

FULL UNCONDITIONAL WAIVER

MY / OUR CONTRACT WITH METROPOLITAN POWER & LIGHTING, INC.
(Other Contracting Party)

TO PROVIDE Handholes

FOR THE IMPROVEMENT OF THE PROPERTY DESCRIBED AS:

MPL'S JOB #: 10-28

JOB NAME: Cidermill Dr.

JOB #:

SUPPLIER INVOICE #: 4982

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY / OUR CONSTRUCTION LIEN RIGHTS
AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

DAN SCHIEBECK

Quality Procept, Inc.

BY:

[Signature]
(Signature of Lien Claimant)

VICE PRESIDENT

ADDRESS: 3815 Westhedge

Kalamazoo, MI 49004

TELEPHONE: 289-342-0539

FAX: 289-344-4810

SIGNED ON:

6/20/11
(Date)

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

METROPOLITAN POWER and LIGHTING, INC.

3085 N. VAN DYKE - TROY CITY, MI 48444
PHONE: 810.724.2800 / FAX: 810.724.3842

ATTENTION: ACCOUNTS RECEIVABLE.

FULL UNCONDITIONAL WAIVER

MY / OUR CONTRACT WITH METROPOLITAN POWER & LIGHTING, INC.
(Other Contracting Party)

TO PROVIDE Electrical Materials

FOR THE IMPROVEMENT OF THE PROPERTY DESCRIBED AS:

MPL'S JOB #: 10-20

JOB NAME: Gidemill Dr.

JOB #:

SUPPLIER INVOICE #: 2505576-00

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY / OUR CONSTRUCTION LIEN RIGHTS
AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

Laverne Weber

Standard Electric Co.

BY: 

(Signature of Lien Claimant)

PRESIDENT

ADDRESS: 1514 S. Dort Highway

Flint, MI 48502

TELEPHONE: 810-232-1684

FAX: 810-232-1850

SIGNED ON: 6-20-11
(Date)

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

Jun 17 2011 10:01AM HP LASERJET FAX

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METROPOLITAN POWER and LIGHTING, INC.

3085 N. VAN DYKE - IMLAY CITY, MI 48444
PHONE: 810.724.2800 / FAX: 810.724.3842

ATTENTION: ACCOUNTS RECEIVABLE

FULL UNCONDITIONAL WAIVER

MY / OUR CONTRACT WITH METROPOLITAN POWER & LIGHTING, INC.

(Other Contracting Party)

TO PROVIDE Concrete

FOR THE IMPROVEMENT OF THE PROPERTY DESCRIBED AS:

MPL'S JOB #: 10-26

JOB NAME: Cidermill Dr.

JOB #:

SUPPLIER INVOICE #: 10102788

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY / OUR CONSTRUCTION LIEN RIGHTS
AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

Superior Materials

BY: Theresa Russell (Agent)
(Signature of Lion Client)

ADDRESS: 33469 W 14 Mile

Farmington Hills, MI 48331

TELEPHONE: 248-768-8000

FAX: 248-592-9130

SIGNED ON:

7/17/11
(Date)

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

METROPOLITAN POWER and LIGHTING, INC.

3085 N. VAN DYKE - IMLAY CITY, MI 48444
PHONE: 810.724.2800 / FAX: 810.724.3842

ATTENTION: ACCOUNTS RECEIVABLE

FULL UNCONDITIONAL WAIVER

MY / OUR CONTRACT WITH METROPOLITAN POWER & LIGHTING, INC.
(Other Contracting Party)
TO PROVIDE Traffic Signal Materials

FOR THE IMPROVEMENT OF THE PROPERTY DESCRIBED AS:

MPL'S JOB #: 10-26

JOB NAME: Cidermill Dr.

JOB #:

SUPPLIER INVOICE #: 232589, 233468

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY / OUR CONSTRUCTION LIEN RIGHTS
AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

BOB LANE

Carrier and Gable, Inc.

BY:

Bob Lane

(Signature of Lien Claimant)

OFFICE MANAGER

ADDRESS: 24110 Research Drive

Farmington Hills, MI 48335

TELEPHONE: 248-477-8700

FAX: 248-473-0730

SIGNED ON:

6/17/11
(Date)

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

SWORN STATEMENT

Nicole Gray, being duly sworn, deposes and says that he or she makes this affidavit on behalf of P.K. Contracting, Inc., the original contractor named in the Contract dated _____ entered into between Metropolitan Power and Lighting, Inc. _____ and _____ for the construction of _____ and/or work to be performed on the premises, situated in _____ described as follows, to wit: Job # 10-26 Project Location Cider Mill Drive - Novi

that the following is a statement, showing the names of sub-contractors and material suppliers, of all Sub-Contract and Material commitments entered into for the furnishing of labor and/or materials to the date of this affidavit in connection with said Contract, the amounts paid to them, and the amounts due or to become due to them set forth fully and correctly opposite their names, respectively, in said statement, to wit:

Commitments:

Name	Contract Amount	Paid to Date	This Billing	Balance of Contract
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ALL LABOR, MATERIALS, FRINGES & APPLICABLE TAXES PAID IN FULL

Deponent further states that all his labor has been paid in full and that the amounts of payment requested will be applied to satisfy his specified obligations to subcontractors and material suppliers if such obligations have not been satisfied previously.

Subscribed and Sworn to before me this:

Dated: July 27, 2011

Nicole Gray Signed: Nicole Gray, Agent

Karen Bissonette

Agent Title

Karen Bissonette Notary Public, Macomb County, MI My Commission Expires 05/07/18 Acting in Oakland County

FINAL WAIVER OF RIGHTS UNDER PAYMENT BOND & /OR LIEN

We have a contract with Metropolitan Power & Lighting, Inc. to provide Labor and Materials for the improvement to the property described as:

MPL Job No: 10-26

Project Title: Cider Mill Drive

Location: Novi

Contract No (if applicable):

Type of Work: pavement markings

Estimate #: - FINAL

Process Date: 07/27/11

has been fully paid and satisfied. By signing this waiver, all my/our claims against any surety on any payment bond(s) and/or lien rights against the described property are waived and released.

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

Signature: Nicole Gray
Name: Nicole Gray
Title: Agent
Date: 7/27/2011

DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY

FINAL WAIVER OF RIGHTS UNDER PAYMENT BOND & /OR LIEN

We have a contract with Metropolitan Power & Lighting, Inc. to provide Labor and Materials for the improvement to the property described as:

MPL Job No: 10-26

Project Title: Cider Mill Drive

Location: Novi

Contract No (If applicable):

Type of Work: concrete

Estimate #: - FINAL

Process Date: 07/28/11

has been fully paid and satisfied. By signing this waiver, all my/our claims against any surety on any payment bond(s) and/or lien rights against the described property are waived and released.

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

AUDIA CONCRETE, Inc.

Signature: Ronetta Audia

Name: Ronetta Audia

Title: President

Date: 8-1-11

DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY

GENERAL PURPOSE RIDER

To be attached to and form a part of Bond No. 08971446 issued by the Fidelity and Deposit Company of Maryland in the amount of \$147,737.00 DOLLARS on behalf of Metropolitan Power and Lighting, Inc. as Principal and in favor of City of Novi.

Now, Therefore, it is agreed that:

The dollar amount of the Maintenance and Guarantee Bond has been amended from \$147,737.00 to the final contract price of \$133,632.16

Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms of said Contract.

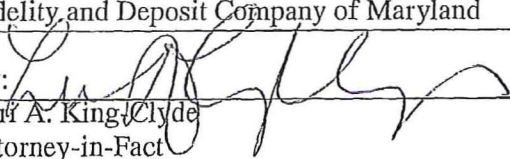
Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated.

It is further agreed and understood that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective this 19th day of September, 2011

Signed, sealed and dated this 19th day of September, 2011

Fidelity and Deposit Company of Maryland

By: 
Lori A. King, Clyde
Attorney-in-Fact

Accepted By:

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **George M. FOSTER, III, John T. FOSTER, Lori A. KING-CLYDE, James N. SLEAR and Janice L. STICKLES, all of Lansing, Michigan, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md, in their own proper persons. This power of attorney revokes that issued on behalf of George M. Foster, III, John T. Foster, Lori A. King-Clyde, James N. Slear, Janice L. Haag, dated November 21, 2001.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of May, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Frank E. Martin Jr.

Eric D. Barnes Assistant Secretary By: Frank E. Martin Jr. Vice President

State of Maryland }
Baltimore County } ss:

On this 5th day of May, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 15, 2013

GENERAL PURPOSE RIDER

To be attached to and form a part of Bond No. 08971446 issued by the Fidelity and Deposit Company of Maryland in the amount of \$147,737.00 DOLLARS on behalf of Metropolitan Power and Lighting, Inc., as Principal and in favor of City of Novi.

Now, Therefore, it is agreed that:

The dollar amount of the Maintenance and Guarantee Bond has been amended from \$147,737.00 to the final contract price of \$133,632.16

Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms of said Contract.

Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated.

It is further agreed and understood that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective this 19th day of September, 2011

Signed, sealed and dated this 19th day of September, 2011

Fidelity and Deposit Company of Maryland

By: 

Lori A. King-Clyde
Attorney-in-Fact

Accepted By:

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **George M. FOSTER, III, John T. FOSTER, Lori A. KING-CLYDE, James N. SLEAR and Janice L. STICKLES, all of Lansing, Michigan, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of George M. Foster, III, John T. Foster, Lori A. King-Clyde, James N. Slear, Janice L. Haag, dated November 21, 2001.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of May, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Frank E. Martin Jr.

By: *Eric D. Barnes* Assistant Secretary *Frank E. Martin Jr.* Vice President

State of Maryland }
Baltimore County } ss:

On this 5th day of May, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 15, 2013