



## CITY of NOVI CITY COUNCIL

Agenda Item D  
February 6, 2012

**SUBJECT:** Approval of the final pay estimate to Sinatech Construction Company for the 2010 Pressure Reducing Valve Replacements project (Ten Mile Road near CSX Railroad and Grand River Avenue near Main Street) in the amount of \$6,219.50.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>PRV</sup> <sub>BTC</sub>

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 6,219.50</b>
<b>LINE ITEM NUMBER</b>	<b>592-592.00-160.025</b>

### BACKGROUND INFORMATION:

The purpose of this project was to upgrade two pressure reducing valves (PRV) to improve the City of Novi's water distribution system. One PRV is located on the south side of Grand River Avenue east of Main Street, and the other is located on the south side Ten Mile Road at the CSX Railroad. The City's water distribution system contains multiple pressure districts based on the ground elevations within the City. There are seven PRVs within the water distribution system to regulate the water pressure between districts to provide water customers with acceptable water pressure. The two PRVs that were improved as part of this project were initially installed in the early 1980's, and both had reached their life expectancy (both valves were failing, and the underground concrete vault that houses the Grand River PRV was failing). The upgrades included the replacement of the valves and other equipment, safety improvements, and improved access to each site for maintenance. The construction contract was awarded to Sinatech Construction Company at the September 13, 2010 City Council meeting in the amount of \$157,500.

Staff worked with the City's consulting engineer for this project, Orchard, Hiltz & McCliment, Inc. (OHM) to administer the construction contract, inspect the contractor's work and to submit the attached documents verifying the final contract payment amount that is due to the contractor, Sinatech Construction Company. (Final Pay Estimate No. 7, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Kudla's January 27, 2012 letter, attached).

There were four (4) approved change orders in the contract resulting in a net increase of \$14,079.60 to the construction contract. Change Order No. 1 in the amount of \$3,022.05 was to make changes at the Ten Mile PRV based on actual field conditions. Change Order No. 2 in the amount of \$11,645.55 was to add additional work associated with electrical repairs and upgrades at both stations not originally included in the design. Change Order No. 3 decreased the contract by \$1,500.00 to remove the allowance for DTE electrical work from the contract. Change Order No. 4 in the amount of \$912.00 was

to balance project quantities and requested additional work during the final walk-through inspection by City staff. All approved change orders resulted in a final contract price of \$171,579.60.

The final payment amount includes a deduction of \$8,610 for 14 additional crew days that will be used for additional consultant fees resulting from slow progress by the contractor requiring additional inspection days (see item elsewhere on this agenda).

**RECOMMENDED ACTION:** Approval of the final pay estimate to Sinatech Construction Company for the 2010 Pressure Reducing Valve Replacements project (Ten Mile Road near CSX Railroad and Grand River Avenue near Main Street) in the amount of \$6,219.50.

	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**

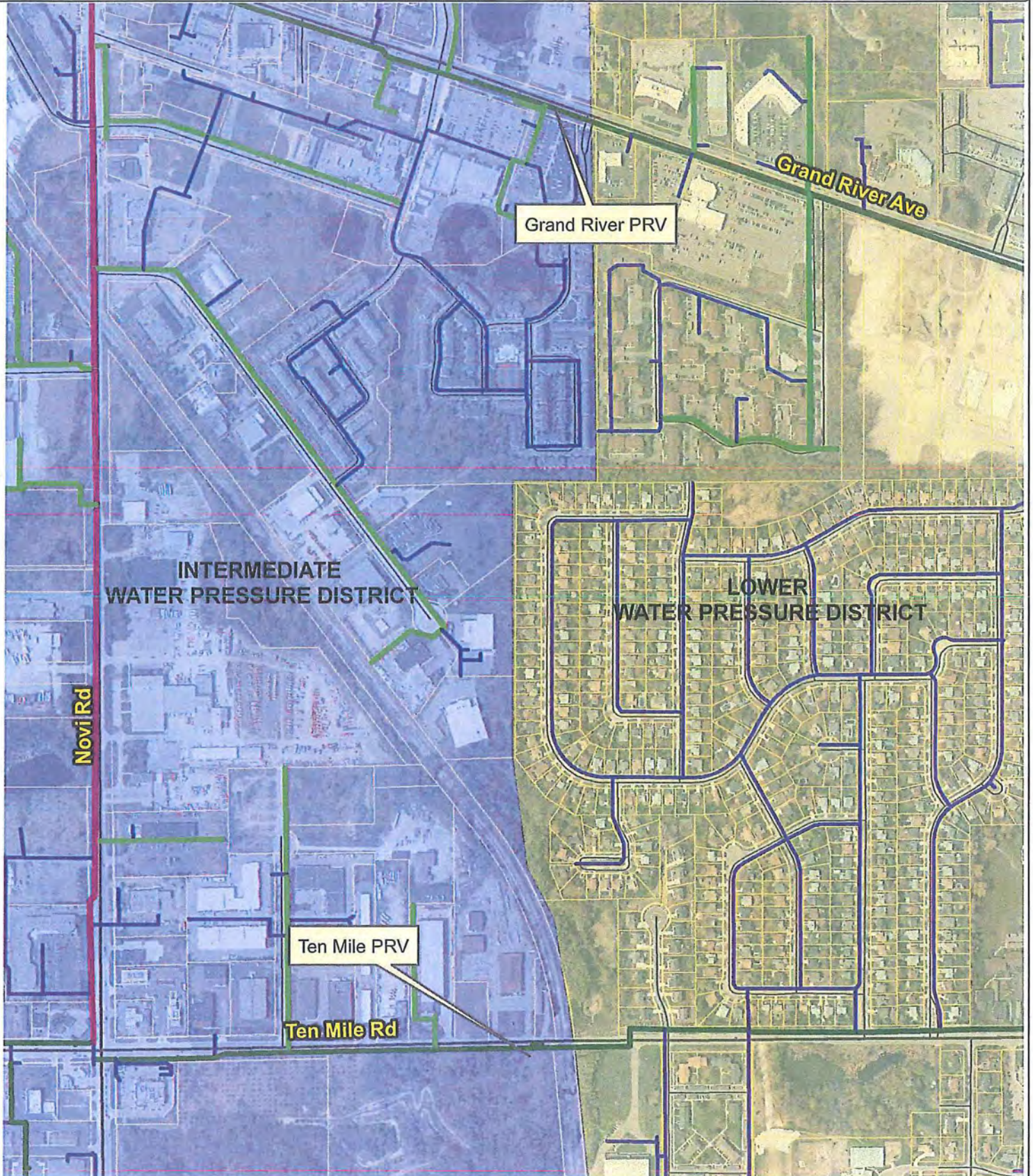
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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 87.5 175 350 525 700  
Feet

## 2010 PRESSURE REDUCING VALVE UPGRADES Grand River and Ten Mile Vaults



January 27, 2012

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 Kudla Saarela  
Direct: 248-539-2846  
bsaarela@secretwardle.com

**Re: 2010 PRV Replacements  
Sinotech – Closing Documents  
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have reviewed the following documents in connection with the contract for the above-referenced matter:

- Application for Final Pay
- Maintenance and Guarantee Bond and Endorsement
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien

Subject to the approval of the Final Pay Estimate by City staff, the remaining closing documents appear to be in order. It is our understanding that Sinotech will provide its full unconditional waiver of lien at the time it picks up its final payment from the City.

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

Very truly yours,

  
ELIZABETH KUDLA SAARELA

EKS  
Enclosures  
cc w/Encl:

Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Brian Coburn, Engineering Manager  
Aaron Staup, Construction Engineering Coordinator  
Thomas R. Schultz, Esq.

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January 19, 2012

City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Attention: Mr. Aaron Staup  
City of Novi

Regarding: 2010 PRV Replacements  
Novi Project No. 92074  
OHM Job No. 0163-10-0043

Dear Mr. Staup:

Enclosed is the Application for Progress Payment No. 7 (FINAL) along with the required close out documents including 1). Contractor's Declaration; 2). Contractor's Affidavit; 3). Consent of Surety; 4). Contractor's Sworn Statement and Schedule B; 5). Full Unconditional Waivers from Subcontractors and Suppliers.

Sinatech Construction Company has completed the work shown on the attached construction estimate for the period ending December 8, 2011 and we would recommend payment to the Contractor in the amount of \$6,219.50 which includes \$5,000.00 of previously held retainage.

Sincerely,  
ORCHARD, HILTZ & McCLIMENT, INC.

Greg J. Marker, P.E.  
Field Client Representative

cc: Theresa Sinacola, Sinatech Construction Company, 511 Brown Road, Lake Orion, MI 48359  
Jacob Rushlow, OHM  
File

P:\0126\_0165\0163100041\_Novi PRV Replacement Design\CONST\Estimates\_CO\Estimates\No.7\Est No 7 (FINAL) letter.doc





# CITY OF NOVI

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

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 PRV Replacements

NOVI PROJECT NO.: 10-1003

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	%
Division B: Grand River PRV Vault														
13	Electrical - Labor	LS	1	\$ 3,900.00	\$ 3,900.00	1.7666	\$ 3,900.00	\$ 6,889.61				1.77	\$ 6,889.61	100%
14	Electrical - Material	LS	1	\$ 600.00	\$ 600.00	1.0000	\$ 600.00	\$ 600.00				1.00	\$ 600.00	100%
15	Restoration & Grass Paver - Lab.	LS	1	\$ 3,900.00	\$ 3,900.00	1.0000	\$ 3,900.00	\$ 3,900.00				1.00	\$ 3,900.00	100%
16	Restoration & Grass Paver - Mat.	LS	1	\$ 2,100.00	\$ 2,100.00	1.0000	\$ 2,100.00	\$ 2,100.00				1.00	\$ 2,100.00	100%
17	Painting & Valve Inspection - Lab.	LS	1	\$ 8,000.00	\$ 8,000.00	1.0000	\$ 8,000.00	\$ 8,000.00				1.00	\$ 8,000.00	100%
18	Concrete - Labor	LS	1	\$ 3,750.00	\$ 3,750.00	1.6667	\$ 3,750.00	\$ 6,250.05				1.67	\$ 6,250.05	100%
19	Concrete - Material	LS	1	\$ 1,250.00	\$ 1,250.00	1.0000	\$ 1,250.00	\$ 1,250.00				1.00	\$ 1,250.00	100%
20	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	1.0000	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
21	ETNA - Material	LS	1	\$ 15,000.00	\$ 15,000.00	1.0000	\$ 15,000.00	\$ 15,000.00				1.00	\$ 15,000.00	100%
22	Premarc - Material	LS	1	\$ 3,800.00	\$ 3,800.00	1.0000	\$ 3,800.00	\$ 3,800.00				1.00	\$ 3,800.00	100%
23	Miscellaneous Equipment	LS	1	\$ 3,600.00	\$ 3,600.00	1.0000	\$ 3,600.00	\$ 3,600.00				1.00	\$ 3,600.00	100%
24	Excavating - Labor	LS	1	\$ 57,150.00	\$ 57,150.00	1.0000	\$ 57,150.00	\$ 57,150.00				1.00	\$ 57,150.00	100%
Division B: CO No.4 post final inspection														
28	Demo existing panel	LS				1.0000	\$ 267.00	\$ 267.00	1	\$ 267.00	100%	1.00	\$ 267.00	100%
29	Install vent cap on City Supplied Structure	LS				1.0000	\$ 85.00	\$ 85.00	1	\$ 85.00	100%	1.00	\$ 85.00	100%
Division C: DTE Allowance														
25	DTE Electrical Meter Allowance	LS	1	\$ 1,500.00	\$ 1,500.00	1.0000	\$ 1,500.00							
TOTAL FROM THIS SHEET					\$ 106,550.00		\$ 110,891.66		\$ 352.00			\$ 110,891.66		
TOTAL FROM OTHER SHEET					\$ 50,950.00		\$ 60,687.94		\$ 560.00			\$ 60,687.94		
SUBTOTAL					\$ 157,500.00		\$ 171,579.60		\$ 912.00			\$ 171,579.60	100%	



**CITY OF NOVI**

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

**Section 2.**

**APPLICATION FOR PROGRESS PAYMENT**

PROJECT: 2010 PRV Replacements      NOVI PROJECT NO.: 10-1003      PAYMENT NO.: FINAL

Original Contract Amount:	\$	157,500.00
Change Orders:	\$	14,079.60
Adjusted Contract Amount to Date:	\$	171,579.60
Total Cost of Work Performed to Date:	\$	171,579.60
MINUS Retainage:	\$	-
MINUS Inspection "Crew Days":	To Date 33.50 \$	(8,610.00)
	This Pay	
Net Amt. Earned of Contract and Extra Work to Date:	\$	162,969.60
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	162,969.60
MINUS Amount of Previous Payments:	\$	156,750.10
1 \$	74,750.75	
2 \$	24,876.87	
3 \$	5,470.89	
4 \$	10,960.06	
5 \$	18,631.63	
6 \$	22,059.90	
<b>BALANCE DUE THIS PAYMENT:</b>	<b>\$</b>	<b>6,219.50</b>

**CHANGE ORDERS**

No.	Date	\$	Amount	
1	April 1, 2011	\$	3,022.05	+1 Crew Day
2	June 30, 2011	\$	11,645.55	+ 3 Crew Days
3	July 29, 2011	\$	(1,500.00)	+5 Crew Day
4	November 10, 2011	\$	912.00	
	January 0, 1900	\$	-	
	January 0, 1900	\$	-	
	January 0, 1900	\$	-	
	January 0, 1900	\$	-	
	January 0, 1900	\$	-	
	January 0, 1900	\$	-	
	January 0, 1900	\$	-	
	January 0, 1900	\$	-	

**TOTAL: \$ 14,079.60**

Inspection "Crew Days" Allowed per Contract:	15.00
Inspection "Crew Days" Used to Date:	33.50
Change Orders "Crew Days" added to contract	4.50
Inspection "Crew Days" Remaining:	-14.00





CITY OF NOVI

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

Section 3.

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2010 PRV Replacements

NOVI PROJECT NO.: 10-1003

PAYMENT NO.: 7

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 1/27/12

By: Brian Coburn, Senior Civil Engineer

Dated: 1/27/12

Sinatech construction co. Date: 12.14.11  
Contractor Company

By: Theresa Sinacola, Vice President  
Contractor Authorized Signature  
Print Name

ORWARD HILZ McCLINTON, INC Date: 1-3-12  
Consultant Firm

By: SHERRI A. WRIGHT  
Consultant Authorized Signature  
Print Name

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

July 29, 2011 to

December 8 A.D., 20 11 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from ~~«b»~~ <sup>City of Novi</sup> or his agents, in addition to the regular items set forth in the Contract numbered 92074 and dated November 2 A.D., 20 10 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: 12.8.11

Sinatech Construction Co.

By: Theresa Penacola

Title: Vice President

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN )

)SS.

COUNTY OF Oakland )

The undersigned, Sinatech construction co., CONTRACTOR, hereby represents that on Sept. 14, 2010 he (it) was awarded a Contract by «City of Novi» hereinafter called the OWNER, to construct «governor replacements» in accordance with the terms and conditions of Contract No. 92074; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this 8<sup>th</sup> day of December, 2011.

Sinatech construction co.

Contractor

By: Sheresa Pericola

Title Vice President

Subscribed and sworn to before me, a Notary Public in and for Oakland County, Michigan, on this 8 day of Dec., 2011.

Notary Public: Sharyn M. Tracy

My Commission expires: \_\_\_\_\_

SHARYN M. TRACY  
Notary Public, State of Michigan  
County: Oakland  
My Comm. Expires: Aug. 22, 2012  
Address: Oakland

CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
AIA DOCUMENT G707

Owner  
Architect  
Contractor  
Surety  
Other

X

Bond No. 6745493

PROJECT: 2010 PRV Replacements - 10 Mile Road & Grand River Avenue Vaults

(name, address)

TO: (Owner)

City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Contract Bond

CONTRACT DATE:

CONTRACTOR:

Sinatech Construction Co.  
3485 Perry Lake Road  
Ortonville, MI 48462

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
State Automobile Mutual Insurance Company  
518 E. Broad Street  
Columbus, Ohio 43215

.,SURETY COMPANY

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

Sinatech Construction Co.  
3485 Perry Lake Road  
Ortonville, Michigan 48462

.,CONTRACTOR,

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

City of Novi  
45175 W. Ten Mile Road  
Novi, Michigan 48375-3024

.,OWNER.

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

IN WITNESS WHEREOF:

the Surety Company has hereunto set its hand this

30th

day of

September,

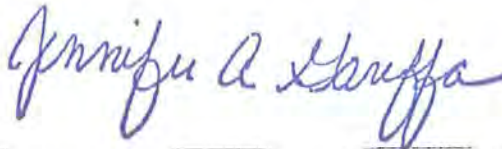
2011

Surety Company  
State Automobile Mutual Insurance Company



Signature of Authorized Representative

Attest  
(Seal)



Kathleen M. Irelan - Attorney-In-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF  
DEBTS AND CLAIMS, Current Edition.

AIA DOCUMENT G707 CONSENT OF SURETY COMPANY TO FINAL PAYMENT - APRIL 1970 EDITION - AIA®

PAGE

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STATE AUTOMOBILE MUTUAL INSURANCE COMPANY  
COLUMBUS, OHIO

# CERTIFIED COPY

**THIS DOCUMENT MAY NOT BE REPRODUCED ORIGINAL PRINTED ON YELLOW PATTERN PAPER**

## POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint ..... Robert Trobec, Kathleen M. Irelan, Ian J. Donald, Jeffrey A. Chandler, Chad E. Teague .....

of Troy and State of Michigan EACH  
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 or undertakings described below, to wit: any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed **Five Million (\$5,000,000.00) Dollars in amount**.....

and to bind the Company thereby as fully and to the same extent as if bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 30th day of March, 2010



STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: *Paul E. Nordman*  
Paul E. Nordman, Ass't. Vice President

By: *William D. Hansen*  
William D. Hansen, Ass't. Vice President

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

ENDORSEMENT

Attached to and forming part of Bond # 6745493

effective September 22, 2010

on behalf of Sinatech Construction Co.

of 3485 Perry Lake Road, Ortonville, MI 48462

in favor of City of Novi

and in the amount of One Hundred Fifty Seven Thousand Five Hundred and No/100 Dollars.  
(\$157,500.00)

It is understood and agreed that effective January 27, 2012

the bond amount shall be changed

from One Hundred Fifty Seven Thousand Five Hundred and No/100 (\$157,500.00)

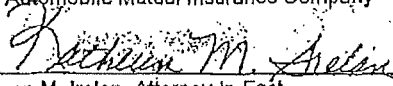
to One Hundred Seventy One Thousand Five Hundred Seventy Nine and 60/100 (\$171,579.60)

All other conditions and terms remain as originally written.

*Signed, Sealed, and Dated* January 27, 2012

State Automobile Mutual Insurance Company

By:

  
Kathleen M. Irelan, Attorney-in-Fact

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY  
COLUMBUS, OHIO

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of Troy and State of Michigan EACH  
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 or undertakings described below, to wit: any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed **Five Million (\$5,000,000.00) Dollars in amount**.....

and to bind the Company thereby as fully and to the same extent as if bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 30th day of March, 2010



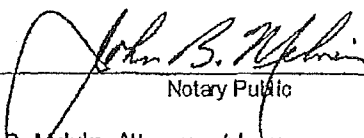
STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: *Paul E. Nordman*  
Paul E. Nordman, Ass't. Vice President

By: *William D. Hansen*  
William D. Hansen, Ass't. Vice President

STATE OF OHIO }  
COUNTY OF FRANKLIN, } ss:

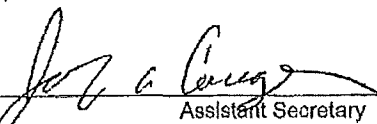
On this 30th day of March, A.D., 2010, before me personally came  
Paul E. Nordman and William D. Hansen, to me known, who being  
duly sworn, did depose and say that they are Assistant Vice Presidents  
respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed  
the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such  
corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names,  
respectively, by like order.

  
\_\_\_\_\_  
Notary Public  
John B. Melvin, Attorney-at-Law  
Notary Public-State of Ohio  
My Commission Has No Expiration Date  
Section 147.03

**CERTIFICATE**

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 27th day of January 2012.

  
\_\_\_\_\_  
Assistant Secretary  
John A. Couger





**MAINTENANCE AND GUARANTEE BOND**

Bond No. 6745493

KNOW ALL MEN BY THESE PRESENTS, that we, Sinatch Construction Co.,  
hereinafter called the "Principal", and \_\_\_\_\_  
State Automobile Mutual Insurance Company, 518 E. Broad Street, Columbus, OH 43215

hereinafter called the "Surety," are held and firmly bound unto

**CITY OF NOVI, MICHIGAN**

Hereinafter called the "OWNER," as Obligee, for the just and full sum of one hundred fifty-seven thousand, five hundred Dollars (\$157,500.00) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, for the construction of City of Novi, 2010 PRV Replacements - 10 Mile Road & Grand River Avenue Vaults.

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a one (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction, installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before 2 (2)-year(s) of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.



Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 22nd day of September, 2010

In the Presence of:

WITNESS

Morisa Sinacola  
Morisa Sinacola  
Vincent Sinacola  
Vincent Sinacola  
Sharon Weiss  
Sharon Weiss

Sharon Weiss

Jennifer A. Gareffa  
Jennifer A. Gareffa

Jennifer A. Gareffa

Bond No. 6745493

Sinacola Construction Co.

Emy Sinacola  
Emy Sinacola  
Principal  
President

Title

State Automobile Mutual Insurance Company

Surety Kathleen M. Ireland  
Kathleen M. Ireland

Title Kathleen M. Ireland, Attorney-In-Fact

518 E. Broad Street

Address of Surety  
Columbus, OH 43215

City

Zip Code





## CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF     Oakland    

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

    Vice President     of the     Sinatech Construction Co.    ,  
(Title) (Firm Name)

the contractor employed by the City of Novi to furnish labor and materials for the

    2010 PRV Replacements 10 Mile Road & Grand River Avenue Vaults      
(Description of Improvement)

located at:     10 Mile Road & Grand River Avenue Vaults    

The total amount of the contract is     \$171,579.60     of which I have received payment of     \$156,750.10     prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 8<sup>th</sup> day of December, 2011

Name: Sinatech Construction CO.  
(individual/corporation/partnership)

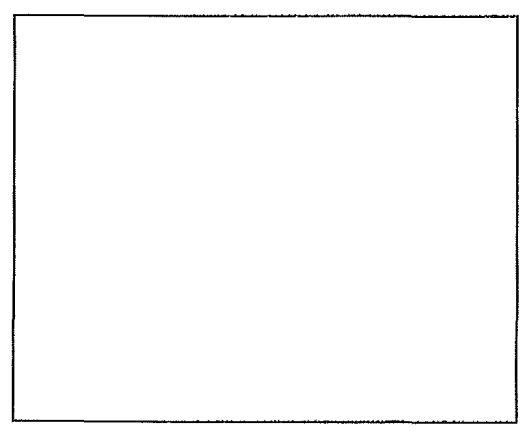
By: Theresa Anicola Attest: Nit, Innot  
(Title) Vice President (Title) Secretary

Subscribed and sworn to before me this 8 day of Dec, 2011

Notary Public: Mary M. Tracy

SHARVYN M. TRACY  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Aug. 22, 2012  
Acting in the County of Oakland

NOTARY SEAL



## SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Best Barricading	Traffic Control	\$1,700.00	\$1,700.00	\$0.00	0.0%	\$0.00
Concrete Cutting & Breaking	Sawcutting	\$550.00	\$550.00	\$0.00	0.0%	\$0.00
Cougar Sales & Rentals	Equipment Rental	\$197.22	\$197.22	\$0.00	0.0%	\$0.00
Etna Supply	Material	\$27,718.31	\$27,718.31	\$0.00	0.0%	\$0.00
Green Meadows Landscape	Restoration	\$8,970.00	\$8,970.00	\$0.00	0.0%	\$0.00
Kennedy Industries	Material	\$18,225.64	\$18,225.64	\$0.00	0.0%	\$0.00
Mack Industries	Material	\$1,499.66	\$1,499.66	\$0.00	0.0%	\$0.00
Michigan Cat	Equipment Rental	\$106.00	\$106.00	\$0.00	0.0%	\$0.00
Michigan Pipe & Valve	Material	\$321.79	\$321.79	\$0.00	0.0%	\$0.00
Premarc	Material	\$6,503.86	\$6,503.86	\$0.00	0.0%	\$0.00
State Barricades	Traffic Control	\$3,087.00	\$3,087.00	\$0.00	0.0%	\$0.00
Storie Transport	Sand, Stone & Trucking	\$10,745.27	\$10,745.27	\$0.00	0.0%	\$0.00
Superior Materials	Material	\$259.17	\$259.17	\$0.00	0.0%	\$0.00
Towles Transport	Trucking	\$582.50	\$582.50	\$0.00	0.0%	\$0.00
Windemuller	Electrical	\$15,089.00	\$15,089.00	\$0.00	0.0%	\$0.00
<b>TOTALS</b>		<b>\$95,555.42</b>	<b>\$95,555.42</b>	<b>\$0.00</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: <u>          \$157,500.00</u>	Work Completed to Date: <u>          \$171,579.60</u>
Plus: Extras to Contract: <u>          \$14,079.60</u>	Less: Total Retainage: <u>                  \$0.00</u>
Total: Contract plus Extras: <u>          \$171,579.60</u>	Less: Amount Previously Paid: <u>          \$156,750.10</u>
Less: Credits to Contract: <u>                  \$0.00</u>	Less: Amount of this Request: <u>          \$14,829.50</u>
Total: Adjusted Contract: <u>          \$171,579.60</u>	Total Balance Due: <u>                  \$0.00</u>

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Rentals for the improvement of the property  
described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

has been fully paid and satisfied. By signing this waiver, all my/our construction  
lien rights against the described property are waived and released.

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.

Name of Company: Best Barricading Inc

Address: P.O. Box 22037  
Lansing, MI 48909

Phone Number: (517) 202-4732

By: *Gary B. Tolson*  
Its: *President*

Date: *9/26/11*

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

Please Mail Original Back to: **Sinatech Construction Co.**  
**511 Brown Road**  
**Lake Orion, MI 48359**

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Subcontract for the improvement of the property  
described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

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lien rights against the described property are waived and released.

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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.

Name of Company: Concrete Cutting & Breaking

Address: 1804 Reliable Parkway  
Chicago, IL 60686-0001

Phone Number: (616) 554-4876

By: 

Date: Sept 6, 2011

Its: Curtis W Tamminga, SEC/Treasurer

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

Please Mail Original Back to: **Sinatech Construction Co.**  
**511 Brown Road**  
**Lake Orion, MI 48359**

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Rental for the improvement of the property described  
as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

has been fully paid and satisfied. By signing this waiver, all my/our construction  
lien rights against the described property are waived and released.

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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.

Name of Company: Cougar Sales & Rentals

Address: P.O. Box 608  
Novi, MI 48376

Phone Number: (248) 348-8864

By: Angela Schmitt  
Angela Schmitt  
Its: Office Manager

Date: 1-26-12

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

Please Mail Original Back to: Sinatech Construction Co.  
511 Brown Road  
Lake Orion, MI 48359



FULL UNCONDITIONAL WAIVER

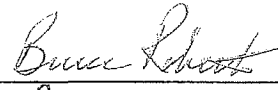

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Material for the improvement of the property  
described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

has been fully paid and satisfied. By signing this waiver, all my/our construction  
lien rights against the described property are waived and released.

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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.

Name of Company: Etna Supply  
Address: 529 32<sup>nd</sup> Street SE  
P.O. Box 897  
Grand Rapids, MI 49548  
Phone Number: (616) 248-9182

Date: 6-24-11  
By: Bruce Schott    
Its: Credit Manager

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

Please Mail Original Back to: **Sinatech Construction Co.**  
**511 Brown Road**  
**Lake Orion, MI 48359**

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Subcontract Work for the improvement of the  
property described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

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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.

Name of Company: Green Meadows Lawnscape

Address: 47515 Ryan Road  
Shelby Township, MI 48317

Phone Number: (586) 254-7775

By: Ryan Sharp

Date: 1-19-2012

Its: INDENT DIVISION MANAGER

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

**Please Mail Original Back to: Sinatech Construction Co.  
511 Brown Road  
Lake Orion, MI 48359**

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Material & Subcontract Work for the improvement of the  
property described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

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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.

Name of Company: Kennedy Industries  
Address: P.O. Box 180  
New Hudson, MI 48165  
Phone Number: (248) 684-1200

By: Mark Hemejer

Date: 1-19-12

Its: V. Pres

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

**Please Mail Original Back to: Sinatech Construction Co.  
511 Brown Road  
Lake Orion, MI 48359**

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Material for the improvement of the property  
described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

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lien rights against the described property are waived and released.

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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.

Name of Company: Mack Industries Inc  
Address: PO Box 715426  
Columbus, OH 43271-5426

Phone Number: (330) 460-7085

By: *[Signature]*  
Dave Hoffinger  
Its: CR MGR

Date: 1/26/12

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

Please Mail Original Back to: Sinatech Construction Co.  
511 Brown Road  
Lake Orion, MI 48359

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinotech Construction / Triangle Excavating Co.  
to provide Equipment Rental for the improvement of the  
property described as:

**City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults**

has been fully paid and satisfied. By signing this waiver, all my/our construction  
lien rights against the described property are waived and released.

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.

Name of Company: Michigan CAT  
Address: P.O. Box 77000  
Detroit, MI 48277  
Phone Number: (248) 349-4800

By: Richard W. Stagenwite

Date: 1-26-12

Its: Credit Mgr  
Richard W. Stagenwite

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

Please Mail Original Back to: Sinotech Construction Co.  
511 Brown Road  
Lake Orion, MI 48369

FULL UNCONDITIONAL WAIVER

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Material for the improvement of the property  
described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

has been fully paid and satisfied. By signing this waiver, all my/our construction  
lien rights against the described property are waived and released.

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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.

Name of Company: Michigan Pipe & Valve INC.

Address: P.O. Box 4370  
Jackson, MI 49204-4370

Phone Number: (517) 764-9750

By: *Norman Ryan*

Date: 7/19/11

Its: owner

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

Please Mail Original Back to: **Sinatech Construction Co.**  
511 Brown Road  
Lake Orion, MI 48359



7505 Highway M-71 • Durand, Michigan 48429 • (989) 288-2661 • FAX (989) 288-6366

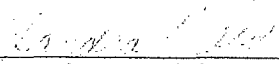
**GRAND RIVER INFRASTRUCTURE, INC.**

FULL UNCONDITIONAL WAIVER

Our contract with Triangle Excavating Co. to provide Water and/or Sewer Underground Construction Materials and/or Bridge Materials, and/or Block & Brick Materials, and/or Handholes, as requested, for the improvement to the property described as: PVR Replacement, City of Novi having been satisfied, our construction lien and/or bond rights against subject property, are hereby waived and released.

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

**GRAND RIVER INFRASTRUCTURE, INC.**

  
Sandra Reid  
Loan Dept Group Leader  
7505 Highway M-71  
Durand, MI 48429  
(989) 288-2661, ext. 217

Signed on: September 30, 2011

orig Triangle Excavating Co.  
511 Brown Rd.  
Lake Orion, MI 48359

Cc Theresa, via telecopier transmittal (248) 391-4707

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Rentals for the improvement of the property  
described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

has been fully paid and satisfied. By signing this waiver, all my/our construction  
lien rights against the described property are waived and released.

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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.

Name of Company: State Barricades, Inc

Address: 24806 Industrial Hwy  
Warren, MI 48089

Phone Number: (586) 756-8282

W  
Date: 8/27/11

By: Vanessa Hadley  
Its: Secretary

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

Please Mail Original Back to: **Sinatech Construction Co.**  
**511 Brown Road**  
**Lake Orion, MI 48359**





**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Material for the improvement of the property  
described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

has been fully paid and satisfied. By signing this waiver, all my/our construction  
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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.

Name of Company: Superior Materials  
Address: P.O. Box 2900  
Farmington Hills, MI 48333  
Phone Number: (248) 788-8000

By: [Signature]

Date: 3-21-11

Its: [Signature]

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

Please Mail Original Back to: **Sinatech Construction Co.**  
**511 Brown Road**  
**Lake Orion, MI 48359**

**FULL UNCONDITIONAL WAIVER**

My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Trucking for the improvement of the property  
described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

has been fully paid and satisfied. By signing this waiver, all my/our construction  
lien rights against the described property are waived and released.

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.

Name of Company: Towles Transport Inc.

Address: P.O. Box 6  
South Lyon, MI 48178

Phone Number: (248) 437-8101

By Debra K. Towles Debra K. Towles

Date: 1/26/12

Its: Towles Transport, Inc. - V. Pres.

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

Please Mail Original Back to: Sinatech Construction Co.  
511 Brown Road  
Lake Orion, MI 48359

**FULL UNCONDITIONAL WAIVER**

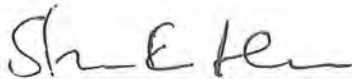
My/our contract with Sinatech Construction / Triangle Excavating Co.  
to provide Subcontract Electrical Work for the improvement of the  
property described as:

City of Novi  
2010 PRV Replacements  
10 Mile Road & Grand River Avenue Vaults

has been fully paid and satisfied. By signing this waiver, all my/our construction  
lien rights against the described property are waived and released.

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.

Name of Company: Windemuller  
Address: 1176 Electric Avenue  
Wayland, MI 49348  
Phone Number: (616) 877-8770

By:   
Its: CFo

Date: 1/18/12

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

**Please Mail Original Back to: Sinatech Construction Co.  
511 Brown Road  
Lake Orion, MI 48359**