



CITY of NOVI CITY COUNCIL

Agenda Item L
November 25, 2013

SUBJECT: Approval of the final payment to Dan's Excavating, Inc. for the Novi Road/Old Novi Road Traffic Signal Modernization Project in the amount of \$35,122.09.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{R74} *BIC*

CITY MANAGER APPROVAL: 

| | |
|----------------------|--------------------|
| EXPENDITURE REQUIRED | \$ 35,122 |
| AMOUNT BUDGETED | \$ 281,170.00 |
| LINE ITEM NUMBER | 202-202.00-865.115 |

BACKGROUND INFORMATION:

The traffic signal at the intersection of Novi Road and Old Novi Road/Sandstone Drive was irreparably damaged by a vehicular crash on January 1, 2013. The crash caused major damage to the signal's electrical equipment (control panel, traffic detection system, communications, signals, etc.) requiring a complete replacement of the signal. The traffic signal is owned by the City, but is maintained by the Road Commission for Oakland County (RCOC) under a maintenance agreement.

The new signal includes the appropriate upgrades and modernization as necessary to bring the intersection up to current standards. This project also included improvements to the sidewalk and ramps at the intersection to comply with the Americans with Disabilities Act (ADA) standards. The reconstruction of the signal provided an opportunity to upgrade the signal with the installation of mast arm signal poles because Novi Road is one of the three corridors in the City designated for mast arm traffic signals. (Grand River Avenue and 12 Mile Road are the other two.)

The construction contract was awarded for this project at the June 17, 2013 City Council meeting to Dan's Excavating, Inc. in the amount of \$209,858.37.

Engineering staff worked with the engineering consultant for this project, URS Corporation, to review and verify the final contract payment amount of \$35,122.09 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's November 14, 2013 letter, attached).

There were three approved change orders issued for this project resulting in a net increase of \$7,708.21 to the construction contract, or 3.7% over the awarded amount. Change Order No. 1 was issued to add 35 days to the contract time and 2 crew days due to a change in the controllers for thermal detectors, and therefore a new cabinet needed to be ordered. These days were granted to the contractor to off-set the lead-time involved with ordering and receiving the cabinet. There was no change in contract price for

Change Order No. 1. Change Order No. 2 involved the additions of several minor items which could only be addressed in the field at the time of construction. Most of the items constituted the re-routing of an existing DTE cable and grading changes to the ADA sidewalk ramps. This change order increased the contract price by \$9,238.65. Change Order No. 3 balances all contract line items and decreases the contract price by \$1,530.44. The approved change orders resulted in a final contract price of \$217,566.58.

RECOMMENDED ACTION: Approval of the final payment to Dan's Excavating, Inc. for the Novi Road/Old Novi Road Traffic Signal Modernization Project in the amount of \$35,122.09.

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

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

Location Map

Novi Road/Old Novi Road/Sandstone Drive Intersection



Project Location

Map Author: Brian Coburn
 Date: 2/4/13
 Project:
 Version #:

MAP INTERPRETATION NOTICE

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



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



1 inch = 227 feet

Completed Project
Novi/Old Novi/Sandstone Traffic Signal





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

November 14, 2013

Aaron Staup, Construction Engineering Coordinator
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Novi Road/Old Novi Road Traffic Signal
*Dan's Excavating, Inc.***

Dear Mr. Staup:

We have received and reviewed the following closing documents for the Novi Road/Old Novi Road Traffic Signal Project:

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

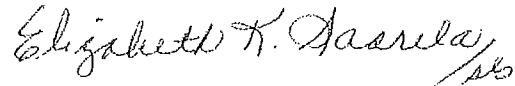
Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The contractor should provide its waiver of lien at the time it picks up its final payment from the City.

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

Aaron Staup, Construction Engineering Coordinator
November 14, 2013
Page 2

Very truly yours,

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

A handwritten signature in cursive script that reads "Elizabeth K. Saarela". The signature is written in dark ink and includes a small flourish at the end.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Victor Cardenas, Assistant City Manager (w/Enclosures)
Sabrina Lilla (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

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

APPLICATION FOR PROGRESS PAYMENT

| | | |
|--|---|--|
| PROJECT: Novi Rd/Old Novi Rd Traffic Signal | NOVI PROJECT NO.: 13-6001 | PAYMENT NO.: FINAL #2 |
| OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375 | ENGINEER: URS Corporation 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900 | CONTRACTOR: Dan's Excavating, Inc. 12955 23 Mile Road Shelby Township, Michigan 48315 (586) 254-2040 |
| CONTRACT AMOUNT | SUBSTANTIAL COMPLETION DATE | DATES OF ESTIMATE |
| ORIGINAL: \$209,858.37 | ORIGINAL: September 16, 2013 | FROM: September 13, 2013 |
| REVISED: \$217,566.58 | REVISED: | TO: October 11, 2013 |

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" | CD | 10.00 | \$ 640.00 | \$ 6,400.00 | 12.00 | \$ 640.00 | \$ 7,680.00 | 0.00 | | | 13.50 | \$ 8,640.00 | 113% |
| 1 | Mobilization, Max 5% | LS | 1.00 | \$ 9,000.00 | \$ 9,000.00 | 1.00 | \$ 9,000.00 | \$ 9,000.00 | | | | 1.00 | \$ 9,000.00 | 100% |
| 2 | Curb and Gutter, Removal | LF | 110.00 | \$ 15.24 | \$ 1,676.40 | 157.00 | \$ 15.24 | \$ 2,392.68 | | | | 157.00 | \$ 2,392.68 | 100% |
| 3 | Sidewalk, Removal | SY | 148.00 | \$ 6.80 | \$ 1,006.40 | 120.10 | \$ 6.80 | \$ 816.68 | | | | 120.10 | \$ 816.68 | 100% |
| 4 | Erosion Control, Inlet Protection | EA | 4.00 | \$ 155.17 | \$ 620.68 | 6.00 | \$ 155.17 | \$ 931.02 | | | | 6.00 | \$ 931.02 | 100% |
| 5 | Erosion Control, Silt Fence | LF | 200.00 | \$ 2.39 | \$ 478.00 | 0.00 | \$ 2.39 | \$ - | | | | 0.00 | \$ - | |
| 6 | Subbase, CIP | CY | 23.00 | \$ 35.27 | \$ 811.21 | 6.00 | \$ 35.27 | \$ 211.62 | | | | 6.00 | \$ 211.62 | 100% |
| 7 | Dr. Structure Cover, Adj., Case 2 | EA | 1.00 | \$ 520.25 | \$ 520.25 | 1.00 | \$ 520.25 | \$ 520.25 | | | | 1.00 | \$ 520.25 | 100% |
| 8 | Concrete Curb and Gutter | LF | 110.00 | \$ 24.50 | \$ 2,695.00 | 157.00 | \$ 24.50 | \$ 3,846.50 | | | | 157.00 | \$ 3,846.50 | 100% |
| 9 | Detectable Warning Surface | SF | 106.00 | \$ 33.50 | \$ 3,551.00 | 104.00 | \$ 33.50 | \$ 3,484.00 | | | | 104.00 | \$ 3,484.00 | 100% |
| 10 | Sidewalk, Conc., 4" | SF | 413.00 | \$ 4.75 | \$ 1,961.75 | 368.00 | \$ 4.75 | \$ 1,748.00 | | | | 368.00 | \$ 1,748.00 | 100% |
| 11 | Sidewalk Ramp, Conc., 6" | SF | 1075.00 | \$ 4.75 | \$ 5,106.25 | 1280.50 | \$ 4.75 | \$ 6,082.38 | | | | 1280.50 | \$ 6,082.38 | 100% |
| 12 | Gate Box, Adj., Case 2 | Ea | 1.00 | \$ 427.28 | \$ 427.28 | 1.00 | \$ 427.28 | \$ 427.28 | | | | 1.00 | \$ 427.28 | 100% |
| 13 | Pavt. Mrkg, C.P., 6", Crosswalk | LF | 420.00 | \$ 3.50 | \$ 1,470.00 | 418.00 | \$ 3.50 | \$ 1,463.00 | 418.00 | \$ 1,463.00 | 100% | 418.00 | \$ 1,463.00 | 100% |
| 14 | Pavt. Mrkg, C.P., 24", Stop Bar | LF | 36.00 | \$ 14.00 | \$ 504.00 | 125.00 | \$ 14.00 | \$ 1,750.00 | 125.00 | \$ 1,750.00 | 100% | 125.00 | \$ 1,750.00 | 100% |
| 15 | Rem Spec Mrkg | SF | 280.00 | \$ 1.50 | \$ 420.00 | 357.00 | \$ 1.50 | \$ 535.50 | 357.00 | \$ 535.50 | 100% | 357.00 | \$ 535.50 | 100% |
| 16 | Surface Restoration | LS | 1.00 | \$ 4,008.06 | \$ 4,008.06 | 1.00 | \$ 4,008.06 | \$ 4,008.06 | 0.50 | \$ 2,004.03 | 50% | 1.00 | \$ 4,008.06 | 100% |
| 17 | Maintaining Traffic | LS | 1.00 | \$ 24,380.70 | \$ 24,380.70 | 1.00 | \$ 24,380.70 | \$ 24,380.70 | | | | 1.00 | \$ 24,380.70 | 100% |
| 18 | RCOC Force Account Fees | Dir | 12000.00 | \$ 1.00 | \$ 12,000.00 | 8643.36 | \$ 1.00 | \$ 8,643.36 | | | | 8643.36 | \$ 8,643.36 | 100% |
| 19 | Hh, Removal | EA | 4.00 | \$ 174.68 | \$ 698.72 | 4.00 | \$ 174.68 | \$ 698.72 | | | | 4.00 | \$ 698.72 | 100% |
| 20 | Case Sign, Removal | EA | 3.00 | \$ 82.68 | \$ 248.04 | 3.00 | \$ 82.68 | \$ 248.04 | | | | 3.00 | \$ 248.04 | 100% |
| 21 | Foundation, Removal | EA | 2.00 | \$ 184.07 | \$ 368.14 | 2.00 | \$ 184.07 | \$ 368.14 | | | | 2.00 | \$ 368.14 | 100% |
| 22 | Pedestal Foundation, Removal | EA | 2.00 | \$ 82.65 | \$ 165.30 | 2.00 | \$ 82.65 | \$ 165.30 | | | | 2.00 | \$ 165.30 | 100% |
| 23 | Pedestal, Removal | EA | 2.00 | \$ 82.96 | \$ 165.92 | 2.00 | \$ 82.96 | \$ 165.92 | | | | 2.00 | \$ 165.92 | 100% |
| 24 | Span Wire, Removal | EA | 1.00 | \$ 165.92 | \$ 165.92 | 1.00 | \$ 165.92 | \$ 165.92 | | | | 1.00 | \$ 165.92 | 100% |
| TOTAL THIS SHEET | | | | | \$ 72,449.02 | | | \$ 72,053.07 | | \$ 5,752.53 | | | \$ 72,053.07 | 100% |



CITY OF NOVI

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

APPLICATION FOR PROGRESS PAYMENT

PROJECT: Novi Rd/Old Novi Rd Traffic Signal

NOVI PROJECT NO.: 13-6001

PAYMENT NO.:

FINAL #2

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 | Steel Pole, Removal | EA | 2.00 | \$ 189.02 | \$ 378.04 | 2.00 | \$ 189.02 | \$ 378.04 | | | | 2.00 | \$ 378.04 | 100% |
| 26 | TS, Pedestal Mtd, Removal | EA | 2.00 | \$ 103.06 | \$ 206.12 | 2.00 | \$ 103.06 | \$ 206.12 | | | | 2.00 | \$ 206.12 | 100% |
| 27 | TS, Pedestrian, Bracket Arm, Rem | EA | 2.00 | \$ 82.96 | \$ 165.92 | 2.00 | \$ 82.96 | \$ 165.92 | | | | 2.00 | \$ 165.92 | 100% |
| 28 | TS, Pedestrian, Pedestal, Rem | EA | 2.00 | \$ 82.96 | \$ 165.92 | 2.00 | \$ 82.96 | \$ 165.92 | | | | 2.00 | \$ 165.92 | 100% |
| 29 | TS, Span Wire Mtd, Removal | EA | 5.00 | \$ 62.01 | \$ 310.05 | 5.00 | \$ 62.01 | \$ 310.05 | | | | 5.00 | \$ 310.05 | 100% |
| 30 | Bracket, Truss, Removal | EA | 1.00 | \$ 82.09 | \$ 82.09 | 1.00 | \$ 82.09 | \$ 82.09 | | | | 1.00 | \$ 82.09 | 100% |
| 31 | Controller and Cabinet, Removal | EA | 1.00 | \$ 165.92 | \$ 165.92 | 1.00 | \$ 165.92 | \$ 165.92 | | | | 1.00 | \$ 165.92 | 100% |
| 32 | Controller Foundation, Removal | EA | 1.00 | \$ 224.77 | \$ 224.77 | 1.00 | \$ 224.77 | \$ 224.77 | | | | 1.00 | \$ 224.77 | 100% |
| 33 | Safety Switch, Removal | EA | 1.00 | \$ 82.09 | \$ 82.09 | 1.00 | \$ 82.09 | \$ 82.09 | | | | 1.00 | \$ 82.09 | 100% |
| 34 | Conduit, DB, 1, 1 1/4 inch | LF | 230.00 | \$ 4.28 | \$ 984.40 | 230.00 | \$ 4.28 | \$ 984.40 | | | | 230.00 | \$ 984.40 | 100% |
| 35 | Conduit, DB, 1, 3 inch | LF | 30.00 | \$ 6.98 | \$ 209.40 | 35.00 | \$ 6.98 | \$ 244.30 | | | | 35.00 | \$ 244.30 | 100% |
| 36 | Conduit, DB, 2, 3 inch | LF | 10.00 | \$ 10.01 | \$ 100.10 | 11.00 | \$ 10.01 | \$ 110.11 | | | | 11.00 | \$ 110.11 | 100% |
| 37 | Conduit, DB, 3, 3 inch | LF | 60.00 | \$ 10.70 | \$ 642.00 | 60.00 | \$ 10.70 | \$ 642.00 | | | | 60.00 | \$ 642.00 | 100% |
| 38 | Conduit, DB, 3, 4 inch | LF | 10.00 | \$ 18.32 | \$ 183.20 | 16.00 | \$ 18.32 | \$ 293.12 | | | | 16.00 | \$ 293.12 | 100% |
| 39 | Hh, Round | EA | 3.00 | \$ 715.84 | \$ 2,147.52 | 3.00 | \$ 715.84 | \$ 2,147.52 | | | | 3.00 | \$ 2,147.52 | 100% |
| 40 | Hh, Square, RCOC | EA | 1.00 | \$ 1,388.13 | \$ 1,388.13 | 1.00 | \$ 1,388.13 | \$ 1,388.13 | | | | 1.00 | \$ 1,388.13 | 100% |
| 41 | Wood Pole, Fit Up, Sec Cable Pole | EA | 1.00 | \$ 416.31 | \$ 416.31 | 1.00 | \$ 416.31 | \$ 416.31 | | | | 1.00 | \$ 416.31 | 100% |
| 42 | Conduit, Dir Bore, 3, 3 inch | LF | 290.00 | \$ 34.58 | \$ 10,028.20 | 277.00 | \$ 34.58 | \$ 9,578.66 | | | | 277.00 | \$ 9,578.66 | 100% |
| 43 | Optical Priority Control Sys, RCOC | EA | 1.00 | \$ 4,000.05 | \$ 4,000.05 | 1.00 | \$ 4,000.05 | \$ 4,000.05 | | | | 1.00 | \$ 4,000.05 | 100% |
| 44 | Controller and Cabinet, RCOC | EA | 1.00 | \$ 496.05 | \$ 496.05 | 1.00 | \$ 496.05 | \$ 496.05 | | | | 1.00 | \$ 496.05 | 100% |
| 45 | Controller and Cabinet, Delivered | EA | 1.00 | \$ 12,720.00 | \$ 12,720.00 | 1.00 | \$ 12,720.00 | \$ 12,720.00 | | | | 1.00 | \$ 12,720.00 | 100% |
| 46 | Controller Foundation, Base Mount | EA | 1.00 | \$ 1,066.82 | \$ 1,066.82 | 1.00 | \$ 1,066.82 | \$ 1,066.82 | | | | 1.00 | \$ 1,066.82 | 100% |
| 47 | Pedestal, Aluminium, RCOC | EA | 1.00 | \$ 590.43 | \$ 590.43 | 7.00 | \$ 590.43 | \$ 4,133.01 | | | | 7.00 | \$ 4,133.01 | 100% |
| 48 | Pedestal, Foundation | EA | 1.00 | \$ 415.25 | \$ 415.25 | 7.00 | \$ 415.25 | \$ 2,906.75 | | | | 7.00 | \$ 2,906.75 | 100% |
| 49 | Pushbutton and Sign, RCOC | EA | 8.00 | \$ 320.57 | \$ 2,564.56 | 8.00 | \$ 320.57 | \$ 2,564.56 | | | | 8.00 | \$ 2,564.56 | 100% |
| 50 | Pushbutton Support Post | EA | 7.00 | \$ 603.54 | \$ 4,224.78 | 7.00 | \$ 603.54 | \$ 4,224.78 | | | | 7.00 | \$ 4,224.78 | 100% |
| 51 | TS, One Way Mast Arm, FYA (LED) | EA | 2.00 | \$ 1,035.45 | \$ 2,070.90 | 2.00 | \$ 1,035.45 | \$ 2,070.90 | | | | 2.00 | \$ 2,070.90 | 100% |
| 52 | TS, 4th Level RTGA (LED) | EA | 2.00 | \$ 288.73 | \$ 577.46 | 2.00 | \$ 288.73 | \$ 577.46 | | | | 2.00 | \$ 577.46 | 100% |
| 53 | TS, Ped., One-Way Brkt Arm, CD | EA | 1.00 | \$ 934.68 | \$ 934.68 | 1.00 | \$ 934.68 | \$ 934.68 | | | | 1.00 | \$ 934.68 | 100% |
| 54 | TS, Ped., Two-Way Brkt Arm, CD | EA | 3.00 | \$ 1,252.67 | \$ 3,758.01 | 3.00 | \$ 1,252.67 | \$ 3,758.01 | | | | 3.00 | \$ 3,758.01 | 100% |
| 55 | TS, Ped., One-Way Ped., (LED) CD | EA | 1.00 | \$ 956.94 | \$ 956.94 | 1.00 | \$ 956.94 | \$ 956.94 | | | | 1.00 | \$ 956.94 | 100% |
| 56 | TS, One Way Mast Arm, (LED) | EA | 8.00 | \$ 800.36 | \$ 6,402.88 | 8.00 | \$ 800.36 | \$ 6,402.88 | | | | 8.00 | \$ 6,402.88 | 100% |
| 57 | TS, One Way Bracket Arm, (LED) | EA | 2.00 | \$ 934.67 | \$ 1,869.34 | 2.00 | \$ 934.67 | \$ 1,869.34 | | | | 2.00 | \$ 1,869.34 | 100% |
| 58 | Bracket Arm, 18 Feet | EA | 4.00 | \$ 900.00 | \$ 3,600.00 | 4.00 | \$ 900.00 | \$ 3,600.00 | | | | 4.00 | \$ 3,600.00 | 100% |
| 59 | Thermal Detection Camera, RCOC | EA | 4.00 | \$ 4,862.06 | \$ 19,448.24 | 4.00 | \$ 4,862.06 | \$ 19,448.24 | | | | 4.00 | \$ 19,448.24 | 100% |
| TOTAL FROM THIS SHEET | | | | \$ 83,576.57 | \$ 83,576.57 | | \$ 89,315.94 | \$ 89,315.94 | \$ - | | | \$ 89,315.94 | | |
| TOTAL FROM OTHER SHEET | | | | \$ 72,449.02 | \$ 72,449.02 | | \$ 72,053.07 | \$ 72,053.07 | \$ 5,752.53 | | | \$ 72,053.07 | | |
| SUBTOTAL | | | | \$ 156,025.59 | \$ 156,025.59 | | \$ 161,369.01 | \$ 161,369.01 | \$ 5,752.53 | | | \$ 161,369.01 | 100% | |



CITY OF NOVI

26300 Lee BeGole Dr.
 Novi, Michigan 48375
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Section 2.

APPLICATION FOR PROGRESS PAYMENT

PROJECT: Novi Rd/Old Novi Rd Traffic Signal NOVI PROJECT NO.: 13-6001 PAYMENT NO.: FINAL #2

Original Contract Amount: \$ 209,858.37

CHANGE ORDERS

Change Orders: \$ 7,708.21

Adjusted Contract Amount to Date: \$ 217,566.58

Total Cost of Work Performed to Date: \$ 217,566.58

| | | | |
|-------------------------------|----------|----|--------|
| MINUS Retainage: | | \$ | - |
| MINUS Inspection "Crew Days": | To Date | \$ | 960.00 |
| | This Pay | \$ | 0.00 |

Net Amt. Earned of Contract and Extra Work to Date: \$ 216,606.58

| | | | |
|---------------|------------------|----|-----|
| MINUS L.D.'s: | # of days over = | \$ | - |
| | \$ amount/day = | \$ | \$0 |

Subtotal: \$ 216,606.58

MINUS Amount of Previous Payment: \$ 181,484.48

1 181,484.48

| No. | Date | | Amount |
|-----|--------------------|----|------------|
| 1 | July 15, 2013 | \$ | - |
| 2 | September 19, 2013 | \$ | 9,238.65 |
| 3 | October 16, 2013 | \$ | (1,530.44) |

TOTAL: \$ 7,708.21

BALANCE DUE THIS PAYMENT: \$ 35,122.09

| | |
|--|-------|
| Inspection "Crew Days" Allowed per Contract: | 10.00 |
| Additional "Crew Days" per Change Orders: | 2.00 |
| Inspection "Crew Days" Used to Date: | 13.50 |
| Inspection "Crew Days" Remaining: | -1.50 |



CITY OF NOVI

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Novi, Michigan 48375
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Section 3.

APPLICATION FOR PROGRESS PAYMENT

PROJECT: Novi Rd/Old Novi Rd Traffic Signal

NOVI PROJECT NO.: 13-6001

PAYMENT NO.: 2

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: 11/15/13

Dan's Excavating, Inc.
Contractor Company

Date: 10-18-13

Kathleen A Powell

Contractor Authorized Signature

By: Kathleen A Powell
Print Name

URS Corporation
Consultant Firm

Date: 10-21-13

Jason D. Fisher

Consultant Authorized Signature

By: Jason D. Fisher
Print Name

By: Brian Coburn, PE., Engineering Manager

Dated: 11/18/13



WORK CHANGE DIRECTIVE No. 3

Project: Novi Rd/Old Novi Rd Traffic Signal

| | |
|--|---|
| Owner: City of Novi 26300 Lee BeGole Dr. Novi, Michigan 48375 (248) 735-5632 | Engineer: URS Corporation 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900 |
|--|---|

Contractor: Dan's Excavating, Inc.
12955 23 Mile Road
Shelby Township, Michigan 48315
(586) 254-2040

Drafted Date: October 16, 2013

Reasoning: Increases to pavement marking pay items. Pavement markings were in poor condition and the location of the sidewalks changed, so the stop bars and crosswalks needed to be adjusted to meet traffic standards. Pay items 74 and 75 required two runs of cable and the plans only were set up for 1 run of cable. This was used to connect to the Novi Street name signs. This also balances out several pay items that were below plan quantity.

Existing Contract Items

| Item No. | Division | Item Description | Unit | Unit Price | Quantity | Contract Price | |
|------------------|----------|--------------------------------------|------|------------|----------|--------------------------|--------------------------|
| | | | | | | Add | Deduct |
| 0 | | Inspection "Crew Days" | CD | \$640.00 | | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | | Sidewalk Removal | Syds | \$6.80 | 27.9 | | \$189.72 |
| 5 | | Erosion Control, Silt Fence | Ft | \$2.39 | 200 | | \$478.00 |
| 6 | | Subbase, CIP | Cyds | \$35.27 | 17 | | \$599.59 |
| 9 | | Detectable Warning Surface | Sft | \$33.50 | 2 | | \$67.00 |
| 13 | | Pavement Mrkg, C.P., 6", Cro | Ft | \$3.50 | 2 | | \$7.00 |
| 14 | | Pavement Mrkg, C.P., 24", St | Ft | \$14.00 | 89 | \$1,246.00 | |
| 15 | | Rem Special Mrkg | Sft | \$1.50 | 77 | \$115.50 | |
| 18 | | RCOC Force Account Fees | Dlr | \$1.00 | 3356.64 | | \$3,356.64 |
| 36 | | Conduit, DB, 2, 3 inch | Ft | \$10.01 | 1 | \$10.01 | |
| 42 | | Conduit, Dir Bore, 3, 3" | Ft | \$34.58 | 13 | | \$449.54 |
| 74 | | Cable, St. Ltg., 600V, 1, 1/C#6 | Ft | \$ 3.18 | 142 | \$451.56 | |
| 75 | | Cable, Equip. Ground Wire, 1/C#10 | Ft | \$ 1.19 | 142 | \$168.98 | |
| Subtotals | | | | | | \$1,992.05 | \$5,147.49 |
| Total | | | | | | | -\$3,155.44 |

New Contract Items

| Item No. | Division | Item Description | Unit | Unit Price | Quantity | Contract Price | |
|------------------|----------|--------------------|------|------------|----------|-------------------|--------|
| | | | | | | Add | Deduct |
| 76 | | Irrigation Repairs | LS | \$1,625.00 | 1 | \$1,625.00 | |
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| | | | | | | | |
| Subtotals | | | | | | \$1,625.00 | \$0.00 |
| Total | | | | | | \$1,625.00 | |

| | |
|--|---------------------|
| Estimated Increase/Decrease In Contract Price | -\$1,530.44 |
| Original Contract Amount | \$209,858.37 |
| Sum of Previous Approved Change Orders | \$9,238.65 |
| Estimated Revised Contract Amount | \$217,566.58 |

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

Accepted By: *Kathleen A. Russell* Date: 10/21/13
 Dan's Excavating, Inc.

Prepared By: *Chris Parks* Date: 10/22/13
 URS Corporation

Reviewed By: *Brian Coburn* Date: 11/18/13
 Brian Coburn, P.E., Engineering Manager

Approved By: _____ Date: _____
 Rob Hayes, P.E., - DPS Director/City Engineer

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



CHANGE ORDER No. 3

Project: Novi Rd/Old Novi Rd Traffic Signal

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

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

Contractor: Dan's Excavating, Inc.
12955 23 Mile Road
Shelby Township, Michigan 48315
(586) 254-2040

Drafted Date: October 16, 2013

Description/Reasoning: See Work Change Directive #3.

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: | -\$1,530.44 |
| ORIGINAL CONTRACT AMOUNT: | \$209,858.37 |
| SUM OF PREVIOUS APPROVED CHANGE ORDERS: | \$9,238.65 |
| REVISED CONTRACT AMOUNT: | \$217,566.58 |

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

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

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

Accepted By: _____ Date: _____
Dan's Excavating, Inc.

Prepared By: _____ Date: _____
URS Corporation

Reviewed By: BTC Date: 11/18/13
Brian Coburn, P.E., Engineer Manager

Approved By: _____ Date: _____
Rob Hayes, P.E., - DPS Director/City Engineer

and

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



AIA Document G707™ – 1994

OCT 23 2013

Consent Of Surety to Final Payment

Bond No.: 013125708

| | | |
|--|---|---|
| PROJECT: <i>(Name and address)</i> Novi Road/Old Novi Road - Traffic Signal Modernization Project | ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Construction | OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input checked="" type="checkbox"/> OTHER: <input checked="" type="checkbox"/> |
| TO OWNER: <i>(Name and address)</i> City of Novi 45175 West Ten Mile Road Novi, MI 48375 | CONTRACT DATED: | |

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

Liberty Mutual Insurance Company
5600 New King Street, Suite 360
Troy, MI 48098

, SURETY,

on bond of
(Insert name and address of Contractor)

Dan's Excavating, Inc.
12955 23 Mile Road
Shelby Township, MI 48315

, CONTRACTOR,

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

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


, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 22, 2013**
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company

(Surety)

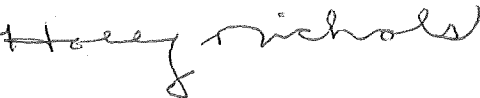


(Signature of authorized representative)

Michelle Buechel, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):



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

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

Certificate No. 6025902

American Fire and Casualty Company
The Ohio Casualty Insurance Company

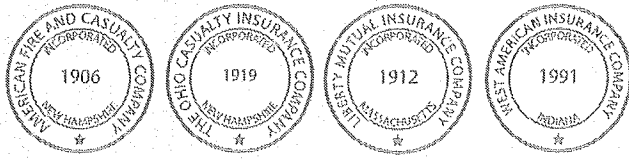
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2013.



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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 11th day of March, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley
KD Riley, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of October, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

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

**INCREASE
RIDER**

Rider to be attached to and form a part of Bond Number 013125708 , dated the _____ day of _____ , 2013 , executed by Liberty Mutual Insurance Company (the "Surety") on behalf of

in favor of Dan's Excavating, Inc. (the "Principal")
City of Novi, Michigan (the "Obligee")

It is understood and agreed that the penal sum of the attached bond is hereby increase from

Two Hundred Nine Thousand Eight Hundred Fifty Eight and 00/100 (\$ 209,858.00) Dollars
to

Two Hundred Seventeen Thousand Five Hundred Sixty Six and 58/100 (\$ 217,566.58) Dollars
said increase being applicable only as to acts or omissions occurring on or after the 22nd day of October 2013 .

This change is effective 22nd day of October , 2013 .

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

Signed, sealed and dated this 8th day of November , 2013 .

WITNESS or ATTEST:

Stephan Ball

Dan's Excavating, Inc.

(Principal)

By Kathleen A Powell (Seal)
Name: Kathleen A Powell
Title: Project Manager

Liberty Mutual Insurance Company
By Michelle Buechel (Seal)
Attorney-In-Fact

Michelle Buechel

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

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

Certificate No. 6025940

American Fire and Casualty Company
The Ohio Casualty Insurance Company

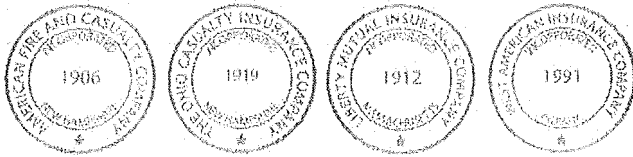
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2013.



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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 11th day of March, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley
KD Riley, Notary Public

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

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

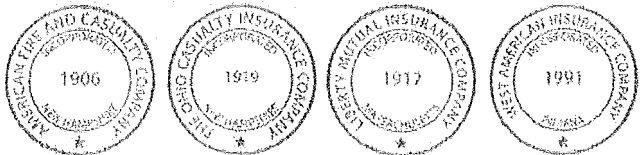
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of November, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

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

SWORN STATEMENT

STATE OF MICHIGAN)
)SS
 COUNTY OF MACOMB)

KATHLEEN A POWELL, being sworn, states the following:

DAN'S EXCAVATING, INC., is the contractor/subcontractor for an improvement to the following real property in COUNTY County, Michigan, described as follows:

(Insert legal description from Notice of Commencement or name and address of the Project.)

NOVI RD & OLD NOVI RD TRAFFIC SIGNALS

That the following is a statement of each subcontractor and supplier and laborer for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor/subcontractor has contracted/subcontracted for performance under the contract with the owner or lessee of the property, and that the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names as follows:

| Name of subcontractor, supplier or laborer | Type of Improvement furnished | Total contract price | Amount already paid | Amount currently owing | Balance to complete (optional) | Amount of laborer wages due but unpaid | Amount of laborer fringe benefits and withholdings due but unpaid |
|--|-------------------------------|----------------------|---------------------|------------------------|--------------------------------|--|---|
| Advanced Concrete Products | Materials - Handholes | 2,093.50 | 2,093.50 | PAID IN FULL | - | | |
| Carrier & Gable, Inc. | Materials - Traffic Signals | 53,106.91 | 53,106.91 | PAID IN FULL | - | | |
| GM & Sons, Inc. | Subc - Curb/Gutter/sidewalk | 15,160.88 | 15,160.88 | PAID IN FULL | - | | |
| P.K. Contracting, Inc. | Subc - Pavement Marking | 3,748.50 | 3,748.50 | PAID IN FULL | - | | |
| Superior Materials | Materials - S2 Concrete | 1,389.66 | 1,389.66 | PAID IN FULL | - | | |
| Traffic Control Corporation | Materials - Cameras | 29,538.99 | 29,538.99 | PAID IN FULL | - | | |
| | | | | | - | | |
| TOTALS | | 105,038.44 | 105,038.44 | - | - | | |

(Some columns are not applicable to all persons listed)

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

I make this statement as the contractor/subcontractor or as _____ of the contractor/subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act 1980, P.A. 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY SHALL NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A.497, MCL 570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Kathleen A Powell
 Name of Deponent

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

Subscribed and sworn to before me on this

29 day of Oct 2013.

[Signature]
 Notary Public

 County, Michigan
 My commission expires 5-9-17

LINDA MARIE JURDA WENSINK
 NOTARY PUBLIC
 My Commission expires May 9, 2017
 Acting in the County of Macomb

13-1214-LS

FINAL WAIVER OF RIGHTS UNDER PAYMENT BOND &/OR LIEN

pd in full

My/our contract with DAN'S Excavating, Inc. to provide **ELECTRICAL SUPPLIES** for the improvement of the property described as:

DEI Job No: 13-1248
Project Title: NOVI RD/OLD NOVI ROAD TRAFFIC SIGNALS
Location: CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN
Contract No. (if applicable):
Type of Work: NOVI ROAD AT OLD NOVI ROAD TRAFFIC SIGNAL MODERNIZATION
Estimate #: FINAL
Process Date: 10/22/2013

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.

ADVANCED CONCRETE PRODUCTS

Signature: *Gregory A. Pollard*
Name: Gregory A. Pollard
Title: C.P.
Date: 10-23-13

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

FINAL WAIVER OF RIGHTS UNDER PAYMENT BOND &/OR LIEN

My/our contract with DAN'S Excavating, Inc. to provide
MISCELLANEOUS for the improvement of the property described as:

DEI Job No: **13-1248**
Project Title: **NOVI RD/OLD NOVI ROAD TRAFFIC SIGNALS**
Location: **CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN**
Contract No (if applicable):
Type of Work: **NOVI ROAD AT OLD NOVI ROAD TRAFFIC SIGNAL
MODERNIZATION**
Estimate #: **FINAL**
Process Date: **10/22/2013**

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.

CARRIER AND GABLE

Signature: Bob Lane

Name: BOB LANE

Title: OFFICE MGR.

Date: 10/23/13

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

FINAL WAIVER OF RIGHTS UNDER PAYMENT BOND &/OR LIEN

My/our contract with DAN'S Excavating, Inc. to provide **CURB & GUTTER/SIDEWALK** for the improvement of the property described as:

DEI Job No: *13-1248*
Project Title: *NOVI RD/OLD NOVI ROAD TRAFFIC SIGNALS*
Location: *CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN*
Contract No (if applicable):
Type of Work: *NOVI ROAD AT OLD NOVI ROAD TRAFFIC SIGNAL MODERNIZATION*
Estimate #: *2 FINAL*
Process Date: *10/28/2013*

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.

GM & SONS, INC
6784 WHITEMORE LAKE ROAD
WHITEMORE LAKE, MI 48189
734-929-1259

Signature: _____
Name: _____
Title: _____
Date: _____

[Handwritten Signature]
Karl Schweitzer
Manager
10/28/13

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

