### CITY OF NOVI CITY COUNCIL AUGUST 31, 2020



**SUBJECT:** Consideration of approval of the final payment to Cadillac Asphalt, LLC for the Taft Road Rehabilitation (10 Mile Road to Grand River Avenue) project in the amount of \$87,439.02, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 87,439.02
AMOUNT BUDGETED	\$ 2,173,817.00 (FY 2019-20 Budget)
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	202-202.00-865.179

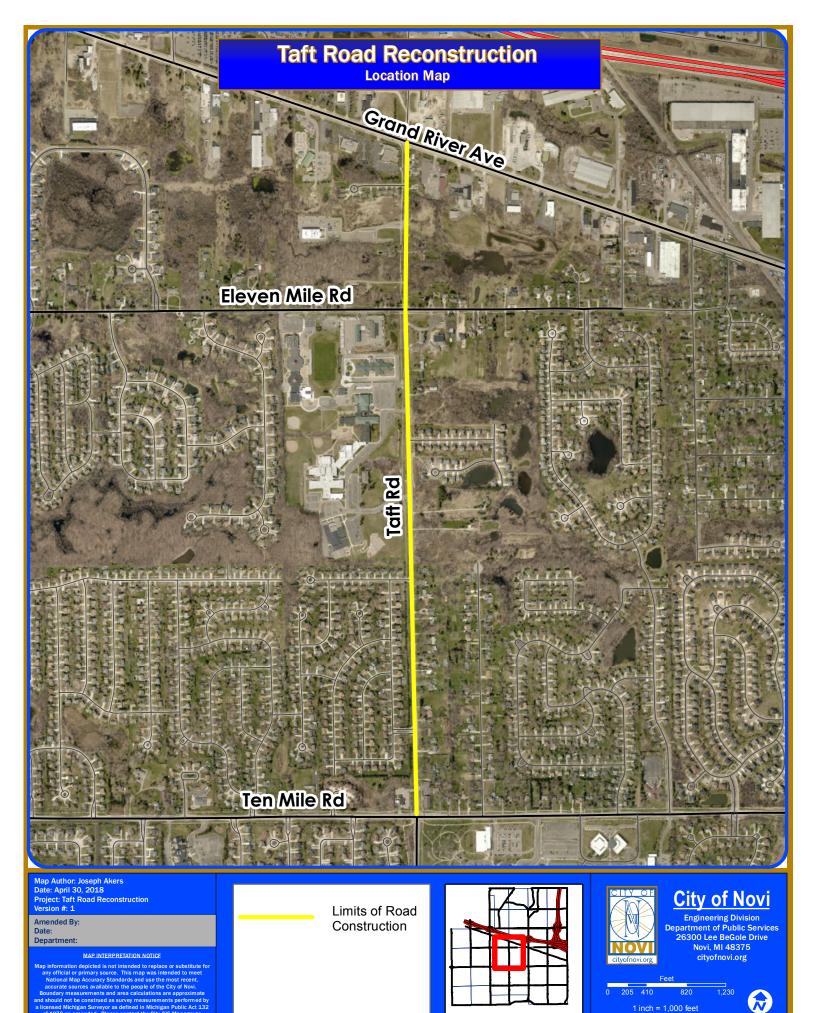
**BACKGROUND INFORMATION:** The rehabilitation of Taft Road from 10 Mile Road to Grand River Avenue included crushing the existing asphalt and converting it to a base layer, followed by the placement of two lifts (approximately 6-inches) of hot mix asphalt (HMA). This project also involved the addition of two, 5-foot-wide bike lanes on both the southbound and northbound sides of Taft Road for the entire length of the project limits which was recommended as per the Non-Motorized Master Plan. Finally, several existing ditch lines were realigned and enclosed by storm sewer to provide better overall drainage on and off the roadway.

This construction contract was awarded at the May 21, 2018, City Council meeting to Cadillac Asphalt, LLC, in the amount of \$1,977,088.00. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$87,439.02 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, August 14, 2020).

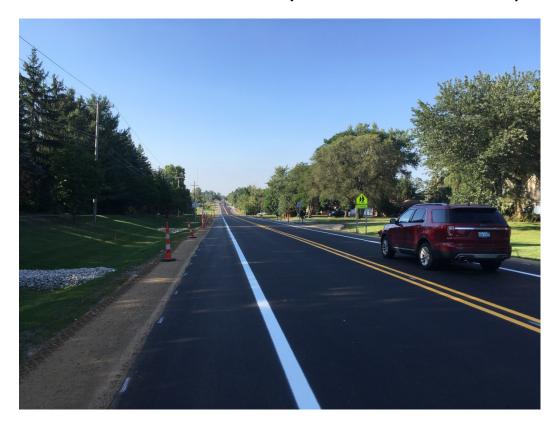
There were seven (7) approved change orders issued resulting in a decrease of \$246,339.86 or 12.5% under the awarded amount. The approved change orders resulted in a final contract price of \$1,730,748.14. A breakdown of each change order is provided in the table below:

CHANGE ORDER	AMOUNT	DESCRIPTION
1	\$3,994.95	Addition of concrete curb and gutter and pavement removal at the Novi Meadows Elementary entrance.
2	\$2,205.00	Additional storm sewer quantities at school entrances.
3	\$40,053.89	Overruns of unsuitable base material which needed to be undercut and replaced with specified materials.
4	\$3,371.99	Additional driveway approach pavement, signs and pavement markings.
5	\$5,130.23	Additional subgrade undercutting due to road widenings which included added width for bike lanes.
6	-\$283,063.38	Preliminary balancing of most contract pay items.
7	-\$18,032.54	Final balancing of remaining contract pay items.
TOTAL	-\$246,339.86	

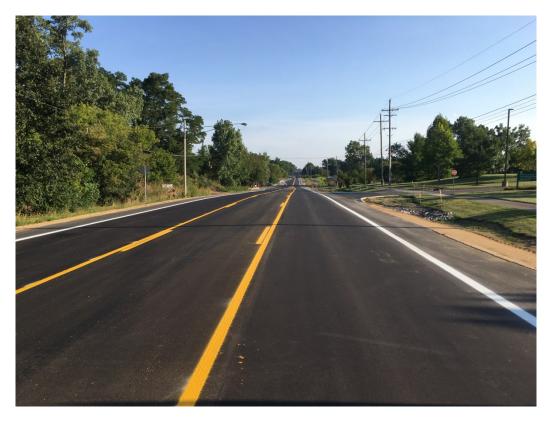
**RECOMMENDED ACTION:** Approval of the final payment to Cadillac Asphalt, LLC for the Taft Road Rehabilitation (10 Mile Road to Grand River Avenue) project in the amount of \$87,439.02, plus interest earned on retainage.



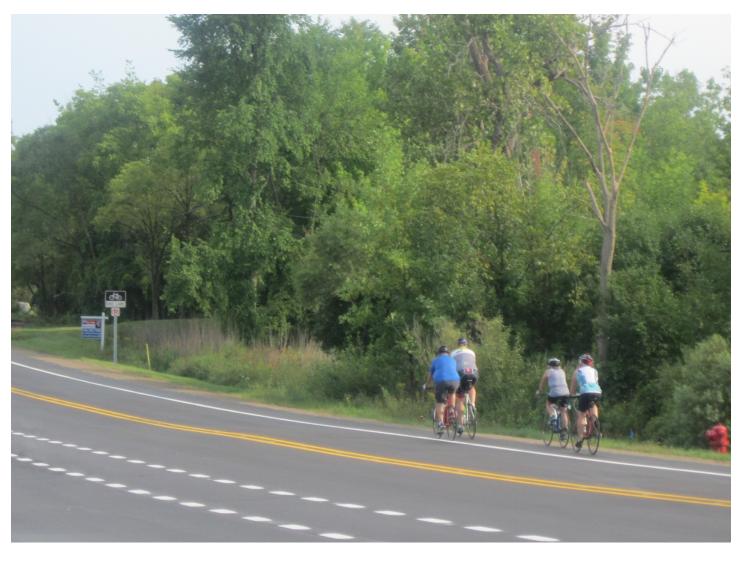
### TAFT ROAD REHABILITATION (10 MILE TO GRAND RIVER)



West side of Taft Road looking north from Emerald Forest Drive



Southbound lane of Taft Road looking south from Novi Meadows Elementary



Immediate bike lane usage on Taft Road between Grand River and 11 Mile

#### ELIZABETH KUDLA SAARELA

esaarela@rsjalaw.com

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 www.rsjalaw.com



August 14, 2020

Aaron Staup, Construction Engineering Coordinator City of Novi Department of Public Works Field Services Complex 26300 Lee BeGole Drive Novi, MI 48375

Re: Taft Road Reconstruction – Cadillac Asphalt

**Closing Documents** 

Dear Mr. Staup:

We have received and reviewed closing documents for the Taft Road Reconstruction Project:

- 1. Application for Final Payment
- 2. Contractor's Sworn Statement
- 3. Consent of Surety
- 4. Waivers of Lien

The closing documents appear to be in order. The existing Maintenance Bond is adequate as provided. The Contractor will be required to provide its full unconditional waiver of lien in exchange for the final payment. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

Elizabeth Kudla Saarela

**EKS** 

**Enclosure** 

C: Cortney Hanson, Clerk (w/Enclosure)

Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosure)

Megan Mikus, Public Works Budget Analyst (w/Enclosure)

Thomas R. Schultz, Esquire (w/Enclosure)

# NOVI

#### **CITY OF NOVI**

Balance Due This Payment = \$ 87,439.02

PURCHASE ORDER NO. 95494 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: TAFT ROAL

TAFT ROAD REHAB (10 to GR)

NOVI PROJECT NO.: CIP NO.:

17-2308 121-001 PAYMENT NO.:

FINAL

OWNER: C

City of Novi

45175 W. Ten Mile Road Novi, Michigan 48375 ENGINEER: AECOM-Great Lakes

27777 Franklin Road, Suite 2000 Southfield, Michigan 48034

(248) 204-5900

CONTRACTOR:

DATES OF ESTIMATE

Cadillac Asphalt, LLC 4751 White Lake Road Clarkston, Michigan 48346

(248) 620-7952

CONTRACT AMOUNT

FINAL COMPLETION DATES

September 14, 2018

FROM:

July 27, 2019

ORIGINAL:

\$1,977,088.00 \$1,730,748.14 ORIGINAL: REVISED: ACTUAL:

TO:

June 25, 2020

SECTION 1.

#### COST OF COMPLETED WORK TO DATE

Item	TAFT ROAD REHAB (10 to GR) - Ba 202-202,00-865,179	ase Bid		CONTR	RACT ITEMS	(Original)		(	CONTI	RACT ITEMS	(Revised)		THIS PERIOD			TOTA	L TO DATE	
No.	Description of Item	Unit	Quantity	Go	ost/Unit	Total A	mt	Quantity	C	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity		Amount	%
0	Constr. Inspection "Crew Day"	CD	100.50	\$	700.00	\$ 70.	350.00	100.50	\$	700.00	\$ 70,350.0				100.50	\$	70,350.00	100%
1	Mobilization (10%)	LS	1.00	\$ 5	50,912,00	\$ 50,	912.00	1.00	\$	50,912.00	\$ 50,912.0				1,00	s	50,912,00	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$	1,570.00	\$ 1,	570.00	1.00	\$	1,570.00	\$ 1,570.0				1,00	S	1,570.00	100%
3	Erosion Control, Silt Fence	LF	3000.00	\$	1.75	\$ 5,	250.00	310.00	\$	1.75	\$ 542.5				310.00	\$	542.50	100%
4	Erosion Control, Inlet Protection	EA	10.00	\$	50.00	\$	500.00	4.00	\$	50.00	\$ 200.0		1		4.00	s	200.00	100%
5	Erosion Control, Check Dam	LF	100.00	\$	59.43	\$ 5,	943.00	60.00	\$	59.43	\$ 3,565.8				60.00	\$	3,565.80	100%
6	Erosion Control, Sediment Trap	EA	20.00	\$	75.00	\$ 1,	500.00	0.00	\$	75.00	\$				0.00			
7	Erosion Control, Maintenance	CY	10.00	\$	75.00	\$	750.00	0.00	\$	75.00	\$				0.00			
8	Rip-Rap, Plain	SY	116.00	\$	63.55	\$ 7.	371.80	84.00	\$	63.55	\$ 5,338.2				84.00	\$	5,338.20	100%
9	HMA Base Crushing and Shaping	SY	28764.00	\$	2.75	\$ 79,	101.00	24494.87	\$	2.75	\$ 67,360.8				24494.87	\$	67,360.89	100%
10	Material, Surplus and Unsuitable	CY	403.00	\$	19.75	\$ 7.	959.25	600.00	\$	19,75	\$ 11,850.0				600.00	\$	11,850.00	100%
11	Culv, Rem, Less Ihan 24-inch	EA	10.00	\$	150.00	\$ 1,	500.00	10.00	\$	150.00	\$ 1,500.0				10.00	\$	1,500.00	100%
12	Culvert Cleanout	EA	9.00	\$	300.00	\$ 2,	700.00	0.00	\$	300.00	\$				0.00			
13	Curb and Guller, Remove	LF	2310.00	\$	2.00	\$ 4,	620.00	2342,16	\$	2.00	\$ 4,684.3	2			2342.16	\$	4,684.32	100%
14	Cold Milling HMA Surface	SY	1764.00	\$	6.50	\$ 11,	466.00	1897.46	\$	6.50	\$ 12,333.4	9			1897.46	\$	12,333.49	100%
15	HMA Surface, Remove	SY	2417.00	\$	13.04	\$ 31,	517.68	2328.31	\$	13.04	\$ 30,361.1	3			2328.31	\$	30,361.16	100%
16	Pavement, Remove	SY	817.00	\$	13.04	\$ 10.	653.68	952.70	\$	13.04	\$ 12,423.2				952,70	\$	12,423.21	100%
17	Sidewalk, Remove	SY	355.00	\$	7.00	\$ 2,	485.00	360.23	\$	7.00	\$ 2,521.6				360.23	\$	2,521.61	100%
18	Roadway Grading	STA	68.00	\$	2,700.00	\$ 183,	600.00	68.00	\$	2,700.00	\$ 183,600.0				68.00	\$	183,600.00	100%
19	Subgrade Undercutting, Special	CY	200.00	\$	59.29	\$ 11,	858.00	656.22	\$	59.29	\$ 38,907,2	3			656,22	\$	38,907.28	100%
20	Shoulder, Cl II, 6-inch	SY	4274.00	\$	8.00	\$ 34,	192.00	3317.16	\$	8.00	\$ 26,537.2	3			3317-16	s	26,537.28	100%
21.	Sidewalk Ramp, Conc. 6-inch	SF	3294.00	\$	6.00	\$ 19,	764.00	3733.29	\$	6.00	\$ 22,399.7				3733.29	\$	22,399.74	100%
22	Detectable Warning Surface	LF	137,00	\$	40.00	\$ 5,	480.00	144.50	\$	40.00	\$ 5,780.0				144.50	\$	5,780.00	100%
23	Agg Base, 21AA Limestone, 6-inch	SY	5962.00	\$	8.12	\$ 48,	411,44	2583.37	\$	8.12	\$ 20,976.9	3			2583.37	s	20,976.96	100%
24	Agg Base, 21AA Limestone	TON	1843.00	\$	20.00	\$ 36,	860.00	592.35	\$	20.00	\$ 11,847.0	0.			592.35	\$	11,847.00	100%



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

#### **APPLICATION FOR FINAL PAYMENT**

PROJECT:

TAFT ROAD REHAB (10 to GR)

**NOVI PROJECT NO.:** 

17-2308

PAYMENT NO .:

FINAL

	SECTION 1.								C	COST	OF COMPLE	TED WORK	TO DATE					
llem	TAFT ROAD REHAB (10 to GR) Con 202-202,00-865,179	tinued	(	CONTRA	ACT ITEMS (Orig	jinal)	(	CONT	RACT ITEMS	(Revi	ised)		THIS PERIOD			TOTAL	. TO DATE	
No.	Description of Item	Unit	Quantity	Co	ost/UniI	Total Amt	Quantity		Cost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	%
25	Driveway, Nonreinf Conc. 6-inch	SY	119.00	\$	54.00 \$	6,426.00	297.94	\$	54.00	\$	16,088.76				297.94	\$	16,088.76	100%
26	Agg Surface Course, 6-inch	SY	50.00	\$	25.00 \$	1,250.00	40.44	\$	25.00	\$	1,011.00				40.44	\$	1,011.00	100%
27	Guardrail, Remove	LF	240.00	\$	3,13 \$	751.20	240.00	\$	3.13	\$	751.20				240.00	\$	751.20	100%
28	Guardrail, Type B	LF	238.00	\$	23.77 \$	5,657.26	187.50	\$	23.77	\$	4,456.88				187.50	\$	4,456.88	100%
29	Guardrail, Approach Term, Type 2B	EA	1.00	\$	2,514.83 \$	2,514.83	1.00	\$	2,514.83	\$	2,514.83				1.00	S	2,514.83	100%
30	Guardrail, Depart Term, Type B	EA	1.00	\$	1,090.45 \$	1,090.45	1.00	\$	1,090.45	\$	1,090.45				1.00	\$	1,090.45	100%
31	Dr Structure Cover, Type B	EA	4.00	\$	540.00 \$	2,160.00	4.00	\$	540.00	\$	2,160.00				4.00	\$	2,160,00	100%
32	Dr Structure Cover, Type G	EA	3.00	\$	450.00 \$	1,350.00	0,00	\$	450.00						0.00			
33	Dr Structure, Remove	EA	1.00	\$	650.00 \$	650.00	0.00	\$	650.00						0.00			
34	Dr Structure, 48-inch Dia.	EA	1,00	\$	2,900.00 \$	2,900.00	1.00	\$	2,900.00	\$	2,900.00				1.00	\$	2,900.00	100%
35	Dr Structure, Adj, Case 1	EA	10.00	S	295.00 \$	2,950.00	7.00	\$	295.00	\$	2,065.00				7.00	\$	2,065.00	100%
36	Dr Structure, Adj, Case 2	EA	14.00	\$	295.00 \$	4,130.00	8.00	\$	295.00	\$	2,360.00				8.00	\$	2,360.00	100%
37	DPS Structure Cover, Adj, Case 1	EA	7.00	\$	295.00 \$	2,065.00	2,00	\$	295.00	\$	590.00				2.00	\$	590.00	100%
38	DPS Structure Cover, Adj. Case 2	EA	13.00	\$	295.00 \$	3,835.00	2.00	\$	295.00	\$	590.00				2.00	\$	590.00	100%
39	Dr Structure, Adj, Add Depth	VF	1.00	\$	250.00 \$	250.00	0.00	\$	250.00						0.00			
40	Point-Up Drainage Structure	EA	1.00	\$	175.00 \$	175.00	1.00	\$	175.00	\$	175.00				1.00	\$	175.00	100%
41	Reconstruct Drainage Structure	VF	3.00	\$	250.00 \$	750.00	3.00	\$	250.00	\$	750.00				3.00	\$	750.00	100%
42	Culv End Sect, Conc., 12-inch	EA	8.00	\$	350.00 \$	2,800.00	13.00	\$	350.00	\$	4,550.00				13.00	\$	4,550.00	100%
43	Culv End Sect, Conc, 18-inch	EA	2.00	\$	630.00 \$	1,260.00	2.00	\$	630.00	\$	1,260.00				2.00	\$	1,260.00	100%
44	Culv End Sect, Conc, 24-inch	EA	1.00	\$	765.00 \$	765.00	1,00	\$	765.00	\$	765.00				1.00	\$	765.00	100%
45	Culv, Cl F, 12-inch	L.F	205.00	\$	35.00 \$	7,175.00	266.00	\$	35.00	\$	9,310.00				266.00	\$	9,310.00	100%
46	Culv, Cl F, 18-inch	LF	53.00	\$	45.00 \$	2,385.00	24.00	\$	45.00	\$	1,080.00				24.00	\$	1,080.00	100%
47	Culv CI F 24-inch	LF	70.00	\$	50.00 \$	3,500.00	28.00	\$	50.00	\$	1,400.00				28.00	\$	1,400.00	100%
48	Dr Structure, Tap, 6-inch	EA	10.00	\$	200.00 \$	2,000.00	8.00	\$	200.00	\$	1,600.00				8.00	\$	1,600.00	100%
49	Dr Structure, Tap, 26-inch	EA	1.00	\$	1,000.00 \$	1,000.00	1.00	\$	1,000.00	\$	1,000.00				1.00	\$	1,000.00	100%
50	Sewer, CI E, Tr Del A, 24-inch	LF	130.00	\$	65.00 \$	8,450.00	120.00	\$	65.00	\$	7,800.00				120.00	\$	7,800.00	100%
51	HMA, 4E3	TON	4311.00	\$	78.12 \$	336,775.32	3673.82	\$	78.12	\$	286,998.82				3673.82	\$	286,998.82	100%
52	HMA, 3E3	TON	6782.00	\$	67.70 \$	459,141.40	5850.86	\$	67.70	\$	396,103.22				5850.86	\$	396,103.22	100%
53	HMA Approach	TON	1750.00	\$	93.74 \$	164,045.00	1763.28	\$	93.74	\$	165,289.87				1763.28	S	165,289.87	100%
54	Curb and Gutter, Conc. Det D2	LF	550.00	\$	24.00 \$	13,200.00	560.00	\$	24.00	\$	13,440.00				560.00	s	13,440.00	100%
55	Curb and Gutter, Conc. Det F4	LF	1962.00	\$	21.00 \$	41,202.00	1947.50	\$	21.00	\$	40,897.50				1947.50	\$	40,897.50	100%
56	Driveway Opening, Conc. Det M	LF	165.00	\$	24.00 \$	3,960.00	173.00	\$	24.00	\$	4,152.00				173,00	S	4,152.00	100%
57	Spillway, Conc	LF	16.00	\$	40.00 \$	640.00	26.00	\$	40.00	\$	1,040.00				26.00	\$	1,040.00	100%
58	Shoulder Gulter, Conc, Det 2	EA	2.00	\$	400.00 \$	800.00	2.00	\$	400.00	\$	800.00				2.00	\$	800.00	100%
59	Underdrain, Subgrade, O-G, 6"	LF	5957.00	\$	9.04 \$	53,851.28	3547.00	\$	9.04	\$	32,064.88				3547.00	\$	32,064.88	100%
	TOTAL FROM THIS SHEET			7.4	\$	1,141,854.74				\$	1,007,054.40		s .	-		\$	1,007,054.40	
	TOTAL FROM OTHER SHEET				\$	565,964.85				\$	515,211.45		\$ -			\$	515,211.45	
	SUBTOTAL				\$	1,707,819.59				\$	1,522,265.85		\$ .			\$	1,522,265.85	100%



TOTAL FROM OTHER SHEETS

SUBTOTAL

#### **CITY OF NOVI**

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

1,522,265.85

1,604,030.47 100%

#### **APPLICATION FOR FINAL PAYMENT**

PROJECT: TAFT ROAD REHAB (10 to GR) NOVI PROJECT NO.: 17-2308 PAYMENT NO.: FINAL

\$ 1,707,819.59

\$ 1,805,821.64

	SECTION 1.								C	OST OF COMPLE	TED WOR	K TO DATE					
Item	TAFT ROAD REHAB (10 to GR) Con 202-202.00-865.179	tinued		CONTRACT ITEM	1S (Origii	nal)	(	CONTR	RACT ITEMS	(Revised)		THIS PERIOD			TOTAL	TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit		Total Amt	Quantity	Co	ost/Unit	Total Amt	Quantity	Amount	%	Quantily		Amount	%
60	Underdrain, Outlet, 6-inch	LF	270.00	\$ 17.8	9 \$	4,830.30	0.00	\$	17.89	\$ -				0.00	\$	(4)	
61	Underdrain, Outlet Ending, 6-inch	EA	15.00	\$ 250.0	o \$	3,750.00	5.00	\$	250.00	\$ 1,250.00				5.00	\$	1,250.00	100%
62	Hydrant, Adjust	EA	4.00	\$ 1,800.0	3	7,200.00	0.00	\$	1,800.00	\$				0.00	\$		
63	Post, Mailbox	EA	35.00	\$ 100.0	\$	3,500.00	0.00	s	100.00	\$ =				0.00	\$	-	
64	Post, Steel, 3 lb	LF	1506.00	\$ 7.0	\$	10,542.00	1427.00	\$	7.00	\$ 9,989.00				1427.00	\$	9,989.00	100%
65	Post, Wood, 6-inch X 8-inch	LF	172.00	\$ 22.5	0 \$	3,870.00	286.00	\$	22.50	\$ 6,435.00				286.00	\$	6,435.00	100%
66	Sign, Type IIA	SF	11,00	\$ 16.8	\$	184.80	11.00	\$	16.80	\$ 184.80				11.00	\$	184.80	100%
67	Sign, Type III, Erect, Salv	EA	23.00	\$ 40.0	2 \$	920.00	10.00	\$	40.00	\$ 400.00				10.00	\$	400.00	100%
68	Sign, Type III, Remove	EA	81.00	\$ 15.0	\$	1,215.00	63.00	\$	15.00	\$ 945.00				63.00	\$	945.00	100%
69	Sign, Type IIIA	SF	134.00	\$ 15.6	5 \$	2,090.40	133.25	\$	15.60	\$ 2,078.70				133.25	\$	2,078.70	100%
70	Sign, Type IIIB	SF	451.00	\$ 15.8	5 \$	7,148.35	461.50	\$	15.85	\$ 7,314.77				461.50	\$	7,314.78	100%
71	Pavt Mrkg, WB, 6-inch, Crosswalk	LF	520,00	\$ 1.5	3	780.00	163.00	\$	1.50	\$ 244.50				163.00	\$	244,50	100%
72	Pavt Mrkg, WB, 12-inch, Crosswalk	LF	495.00	\$ 3.0	\$	1,485.00	963.00	\$	3.00	\$ 2,889,00				963.00	\$	2,889.00	100%
73	Pavt Mrkg, WB, 18-inch, Stop Bar	LF	265.00	\$ 5.0	\$ 0	1,325.00	131.50	\$	5.00	\$ 657.50				131.50	\$	657.50	100%
74	Pavt Mrkg, WB, Dir Arrow Symbol	EA	22.00	\$ 65.0	3 \$	1,430.00	23.00	\$	65.00	\$ 1,495.00				23.00	\$	1,495.00	100%
75	Pavt Mrkg, WB, Bike, Small Symb	EA	22.00	\$ 65.0	5	1,430.00	23.00	\$	65.00	\$ 1,495.00				23.00	\$	1,495.00	100%
76	Pavt Mrkg, WB, Lt Turn Arrow Sym	ΕA	5.00	\$ 65.0	\$	325.00	4.00	\$	65.00	\$ 260.00				4-00	\$	260.00	100%
77	Pavl Mrkg, WB, Rt Turn Arrow Sym	EA	6.00	\$ 65.0	\$	390.00	6.00	\$	65.00	\$ 390.00				6.00	\$	390.00	100%
78	Pavt Mrkg, WB, School	EA	3.00	\$ 100.0	3 \$	300.00	3.00	\$	100.00	\$ 300.00				3.00	\$	300.00	100%
79	Pavt Mrkg, WB, Thru/Rt Arrow Sym	EA	1.00	\$ 85.0	s s	85.00	0.00	\$	85.00	\$ =				0.00	\$		
80	Pavt Mrkg, WB, Sharrow Symbol	EA	2.00	\$ 95.00	) <b>\$</b>	190.00	2.00	\$	95.00	\$ 190.00				2,00	\$	190.00	100%
81	Pavt Mrkg, S-T, 4-inch, White	LF	1020.00	\$ 0.30	\$	306,00	955.00	\$	0.30	\$ 286.50				955.00	\$	286.50	100%
82	Pavt Mrkg, S-T, 4-inch, Yellow	LF	15630.00	\$ 0.30	\$	4,689.00	15351.00	\$	0.30	\$ 4,605.30				15351.00	\$	4,605.30	100%
83	Pavt Mrkg, S-T, 6-inch, White	LF	12860.00	\$ 0.4	2 \$	5,401.20	12487.00	\$	0.42	\$ 5,244.54				12487.00	\$	5,244.54	100%
84	Flash Beacon, Solar Power	EA	8.00	\$ 4,175,0	\$	33,400.00	8.00	\$	4,175.00	\$ 33,400.00				8.00	\$	33,400.00	100%
85	Pavl Mrkg, O-C-P, ONLY	EA	3.00	\$ 165.00	s	495.00	3.00	\$	165.00	\$ 495.00				3.00	\$	495.00	100%
86	Pavl Mrkg, O-C-P, Rt Turn Arrow	EA	2.00	\$ 165.00	\$	330.00	5.00	\$	165.00	\$ 825.00				5.00	\$	825.00	100%
87	Pavt Mrkg, O-C-P, Thru/Lt Turn Arrw	EA	2.00	\$ 195.00	\$	390.00	2.00	\$	195.00	\$ 390.00				2.00	\$	390.00	100%
	TOTAL FROM THIS SHEET				\$	98,002.05				\$ 81,764.61		\$			\$	81,764.62	

\$ 1,522,265.85

\$ 1,604,030.46



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

Fax: (248) 735-5659

#### **APPLICATION FOR FINAL PAYMENT**

PROJECT: TAFT ROAD REHAB (10 to GR) NOVI PROJECT NO.: 17-2308 PAYMENT NO.: FINAL

	SECTION 1.								(	OST OF COMPLI	TED WOR	K TO DATE					
Item	TAFT ROAD REHAB (10 to GR) Cor 202-202.00-865.179	ntinued		CONTRACT ITEM	IS (Original)			CON	TRACT ITEMS	(Revised)		THIS PERIOD			TOTAL	TO DATE	
No.	Description of Item	Unit	Quantily	Cost/Unit	Total A	ml	Quantity		Cost/Unit	Total Amt	Quantity	Amount	%	Quantity		Amount	%
88	Pavl Mrkg, O-C-P, Thru Arrow Sym	EA	1.00	\$ 155.0	\$	155.00	1.00	\$	155.00	\$ 155.00				1.00	\$	155.00	100%
89	Remove Spec Marking	SF	150.00	\$ 2.9	5 \$	442.50	503.33	\$	2.95	\$ 1,484.82				503.33	s	1,484.82	100%
90	Barr, Type III, H-I, D-S, Light, Furn	EA	20,00	\$ 85.0	3 \$ 1,	700.00	20.00	\$	85.00	\$ 1,700.00				20.00	\$	1,700.00	100%
91	Barr, Type III, H-I, D-S, Light, Oper	EA	20.00	\$ 0.0	1 \$	0.20	20.00	\$	0.01	\$ 0.20				20.00	\$	0.20	100%
92	Barr, Type III, H-I, Light, Furn	EA	10.00	\$ 75.0	\$	750.00	8,00	\$	75.00	\$ 600.00				8.00	\$	600.00	100%
93	Barr, Type III, H-I, Light, Oper	EA	10.00	\$ 0.0	1 \$	0.10	8.00	\$	0.01	\$ 0.08				8.00	\$	0.08	100%
94	Channelizing Device, 42", Furn	EA	360.00	\$ 20.0	\$ 7	200.00	200.00	\$	20.00	\$ 4,000.00				200.00	\$	4,000.00	100%
95	Channelizing Device, 42", Oper	EA	360.00	\$ 0.0	1 \$	3,60	200.00	s	0.01	\$ 2.00				200.00	s	2.00	100%
96	Lighted Arrow, Type C, Furn	EA	2.00	\$ 500.0	) \$ 1.	00.000	0.00	s	500.00	\$ -				0.00	\$		
97	Lighted Arrow, Type C. Oper	EA	2.00	\$ 0.0	1 \$	0.02	0.00	\$	0.01	\$				0.00	\$		
98	Minor Traffic Devices	LS	1,00	\$ 1,000.0	\$ 1,	000.00	1.00	\$	1,000.00	\$ 1,000.00				1.00	\$	1,000.00	100%
99	Pavt Mrkg, W-R, Tp Tape, 4" White	LF	8000.00	\$ 0.6	5 \$ 5,	200.00	32.00	\$	0,65	\$ 20.80				32.00	\$	20.80	100%
100	Pavt Mrkg, W-R, Tp Tape, 4" Yellow	LF	6000.00	\$ 0.6	5 \$ 3,	900.00	16.00	\$	0.65	\$ 10.40				16.00	\$	10,40	100%
101	Plastic Drum, H-I, Furnish	EA	120.00	\$ 20.0	\$ 2,	400.00	120.00	\$	20.00	\$ 2,400.00				120.00	\$	2,400.00	100%
102	Plastic Drum, H-I, Operale	EA	120.00	\$ 0.0	1 \$	1.20	120.00	\$	0.01	\$ 1.20				120.00	\$	1.20	100%
103	Sign Cover	EA	4.00	\$ 50.0	\$	200,00	4.00	\$	50,00	\$ 200.00				4.00	\$	200.00	100%
104	Sign, Type A, Temp, Prism, Furn	SF	20.00	\$ 6.0	\$	120.00	7.00	\$	6.00	\$ 42.00				7.00	\$	42.00	100%
105	Sign, Type A, Temp, Prism, Oper	SF	20.00	\$ 0.0	1 \$	0.20	7.00	\$	0.01	\$ 0.07				7.00	\$	0.07	100%
106	Sign, Type B, Temp, Prism, Furn	SF	1700,00	\$ 5.0	\$ 8,	500.00	1014.00	\$	5.00	\$ 5,070.00				1014.00	\$	5,070.00	100%
107	Sign, Type B, Temp, Prism, Oper	SF	1700.00	\$ 0.0	\$	17.00	1014.00	\$	0.01	\$ 10.14				1014.00	s	10.14	100%
108	Sign, Type B, Temp, P-Spcl, Furn	SF	200.00	\$ 12.0	\$ 2,	400.00	129.00	s	12.00	\$ 1,548.00				129.00	\$	1,548.00	100%
109	Sign, Type B, Temp, P-Spcl, Oper	SF	200.00	\$ 0.0	\$	2.00	129.00	\$	0.01	\$ 1.29				129.00	s	1.29	100%
110	Traffic Regulator Control	LS	1.00	\$ 18,230.0	\$ 18,	230.00	1.00	\$	18,230.00	\$ 18,230.00				1.00	\$	18,230.00	100%
111	Pedestrian Type II Barr, Temp	EA	10.00	\$ 150.0	\$ 1,	500.00	8.00	\$	150.00	\$ 1,200.00				8.00	\$	1,200.00	100%
112	Sign, Portable, C-M, NTCIP, Furn	EA	4.00	\$ 4,000.0	\$ 16.	00.00	4.00	s	4,000.00	\$ 16,000.00				4.00	\$	16,000.00	100%
113	Sign, Portable, C-M, NTCIP, Oper	EA	4.00	\$ 0.0	\$	0.04	4.00	\$	0.01	\$ 0.04				4.00	\$	0.04	100%
114	TS, Bag	EA	2.00	\$ 600.0	\$ 1,	200.00	2.00	\$	600.00					2.00	\$	1,200.00	100%
115	TS, Bag, Remove	EA	2.00	\$ 500.0	\$ 1,	00.00	2,00	\$	500.00	\$ 1,000.00				2.00	\$	1,000.00	100%
	TOTAL FROM THIS SHEET				\$ 72	921.86				\$ 55,876,04					•	55 876 04	

 TOTAL FROM THIS SHEET
 \$ 72,921.86
 \$ 55,876.04
 \$ \$ 55,876.04

 TOTAL FROM OTHER SHEETS
 \$ 1,805,821.64
 \$ 1,604,030.46
 \$ \$ 1,604,030.47

 SUBTOTAL
 \$ 1,878,743.50
 \$ 1,659,906.51
 \$ \$ 1,659,906.51
 100%



TOTAL FROM OTHER SHEETS

SUBTOTAL

#### **CITY OF NOVI**

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

> 1,659,906.51 1,724,837.66

100%

### **APPLICATION FOR FINAL PAYMENT**

PROJECT: TAFT ROAD REHAB (10 to GR) NOVI PROJECT NO.: 17-2308 PAYMENT NO.: FINAL

\$ 1,878,743.50

\$ 1,977,088.00

	SECTION 1.									OST OF COM	PLET	TED WORK	TO DATE					
Ilem	TAFT ROAD REHAB (10 to GR) Con 202-202.00-865.179	tinued		CONTRACT	ITEMS (	(Original)		CONT	FRACT ITEMS	(Revised)			THIS PERIOD			TOTAL	. TO DATE	
No.	Description of Item	Unit	Quantily	Cosl/U	nit	Total Amt	Quantity		Cost/Unit	Total Amt		Quantity	Amount	%	Quantity		Amount	%
116	Maintenance Gravel, LM	CY	550,00	\$	25.00	\$ 13,750.00	50.00	\$	25.00	\$ 1,250	0.00				50.00	\$	1,250.00	100%
117	Fence, Protective	LF	100.00	\$	15.00	\$ 1,500.00	0.00	\$	15.00	\$	œ				0.00	\$		
118	Surface Restoration	STA	68.00	\$ 51	85.00	\$ 39,780.00	68.00	s	585.00	\$ 39,780	0.00				68.00	\$	39,780.00	100%
119	Pushbullon, Remove	EA	8.00	\$ 10	00.00	\$ 800,00	8.00	\$	100,00	\$ 800	0.00				8.00	\$	800.00	100%
120	TS, Ped, Bracket Arm Mld, Remove	EA	4.00	\$ 2	20.00	\$ 880.00	0.00	\$	220.00	\$	. [				0.00	\$	*:	
121	Pushbullon Support Post, RCOC	EA	8.00	\$ 2	25.00	\$ 1,800.00	8.00	\$	225.00	\$ 1,800	0.00				8.00	\$	1,800.00	100%
122	Conduit, DB, 1, 1 1/4-inch	LF	210.00	\$	18.75	\$ 3,937.50	213.00	\$	18.75	\$ 3,993	1.75				213.00	\$	3,993.75	100%
123	Canduit, DB, 1, 3-inch	LF	45.00	\$ :	22.00	\$ 990.00	42.00	\$	22.00	\$ 924	1.00				42.00	\$	924.00	100%
124	Hh, Round	EA	3.00	\$ 1,41	00,00	\$ 4,200.00	3,00	S	1,400,00	\$ 4,200	0.00				3.00	\$	4,200,00	100%
125	Pushbutton and Sign	EA	8.00	\$ 9:	25,00	\$ 7,400.00	8.00	\$	925.00	\$ 7,400	0.00				8.00	\$	7,400.00	100%
126	Wood Pole, Fit Up, TS Cable Pole	EA	2.00	\$ 75	50.00	\$ 1,500.00	2.00	\$	750.00	\$ 1,500	0.00				2.00	\$	1,500.00	100%
127	TS, Ped, 2-way Brckt Arm, LED C-D	EA	4.00	\$ 1,93	25.00	\$ 7,700.00	0.00	\$	1,925.00	\$					0.00	\$		
128	Pavt, Remove, Special	SY	230.00	\$	15,00	\$ 3,450.00	215.56	\$	15.00	\$ 3,23	3.40				215,56	\$	3,233.40	100%
129	RCOC Permit Allowance	DLR	2500.00	\$	1.00	\$ 2,500.00	50.00	\$	1.00	\$ 50	0.00				50.00	\$	50.00	100%
130	HMA Base Repair	SY	100.00	\$	81.57	\$ 8,157.00	0.00	\$	B1.57	\$	97				0.00	\$		
											_							
								_			_							

\$ 1,659,906.51

\$ 1,724,837.66



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

Fax: (248) 735-5659

#### **APPLICATION FOR FINAL PAYMENT**

PROJECT: TAFT ROAD REHAB (10 to GR) NOVI PROJECT NO.: 17-2308 PAYMENT NO.: FINAL

#### **NEW CONTRACT ITEMS**

	SECTION 1.						C	COST O	F COMPLE	TED WORK	( TO DATE					
Item	TAFT ROAD REHAB (10 to GR)					NEW	CONTRAC	T ITEMS			THIS PERIOD			TOTA	L TO DATE	
No.	Description of Item	Unit	Division	GL#	Quantity	Co	st/Unit	To	tal Amt	Quantity	Amount	%	Quantity		Amount	%
131	TS, Pedestrain, Bracket Arm, Restock	LS	0	0	1.00	\$	858.00	\$	858.00				1.00	\$	858.00	100%
132	Pavt Mrkg, Cold Plastic, 18 in, Stop Bar	FT	0	0	136.00	\$	7.00	\$	952,00				136.00	\$	952.00	100%
133	Pavt Mrkg, Cold Plastic, 6 in, Crosswalk	FT	0	0	555.00	\$	2.95	\$	1,637,25				555,00	\$	1,637.25	100%
134	Pavt Mrkg, Paint, 4 in Yellow, Temp	FT	0	0	5027.00	\$	0.49	\$	2,463.23				5027,00	\$	2,463.23	100%
135	Slope Regrading	LS	0	0	1.00	\$	2003	\$	30				0.00	\$		
136			0	0	0.00	\$		s	-				0.00	\$		
137			0	0	0.00	\$	282	\$	67				0.00	\$		
138			0	0	0.00	\$	590	\$	290				0.00	\$	*	
139			0	0	0.00	\$		\$	-				0.00	\$		
140			0	0	0.00	\$		\$	<b>4</b> 7				0.00	\$	â	
141			0	0	0.00	\$	300	\$	383				0.00	\$	*	
142			0	0	0.00	\$		\$	-				0.00	\$		
143			0	0	0.00	\$	190	\$	- 31				0.00	\$	¥	
144			0	0	0.00	\$	·	\$	30				0.00	\$	*	
145			0	0	0.00	\$		\$	-				0.00	\$		
146			0	0	0.00	\$	220	\$					0.00	\$	-	
147			0	0	0.00	\$	540	\$	(42)				0.00	\$	*	
148			0	0	0.00	\$		\$	367				0.00	\$		
149			.0	0	0.00	\$		\$					0.00	\$		
150			0	0	0.00	\$	940	\$	- 4				0.00	\$		
151			0	0	0.00	\$	200	\$	30				0.00	\$		
152			0	0	0.00	\$		\$					0.00	\$		
153			0	0	0.00	\$	200	\$	2/				0.00	\$	*	
154			0	0	0.00	\$	280	s	300				0.00	\$		
155			0	0	0.00	\$		s					0.00	\$		
156			0	0	0.00	\$	190	\$					0.00	\$	2	
157			0	0	0.00	\$	300	\$	390				0.00	\$		
158			0	0	0.00	\$		\$					0.00	\$		
	TOTAL FROM THIS SHEET							\$	5,910.48		s -	•	•	\$	5,910.48	
	TOTAL FROM OTHER SHEETS			\$ 1,977,088.00					724,837.66		\$			\$	1,724,837.66	
	GRAND TOTAL			\$ 1,977,088.00					730,748.14		s -			s	1,730,748.14	100%



PURCHASE ORDER NO. 95494 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2.				
	APPL	<b>ICATION FOR FINAL PA'</b>	YMENT	
PROJECT: TAFT ROAD REHAB (10 to GR)	NOVI PROJECT NO.:	17-2308	PAYMENT NO.:	FINAL
Original Contract Amount:	\$ 1,977,08	8.00 C	HANGE ORDERS	
Change Orders:	\$ (246,33	9.86) <u>No.</u> <u>Date</u> 1 August 1, 201	Amount 18 \$ 3,994.91	5
Adjusted Contract Amount to Date:	\$ 1,730,74		18 \$ 2,205.00	)
Total Cost of Work Performed to Date:	\$ 1,730,74	gez. zo, zo	2018 \$ 3,371.99	•
MINUS Retainage: MINUS Inspection "Crew Days":  To Date This Pay	0% \$ 100.50 \$ 0.00	- 6 August 1, 201 - 7 September 12, 2	19 \$ (283,063.3)	3)
Net Amt. Earned of Contract and Extra Work to Date:	\$ 1,730,74	8.14 9 10		
MINUS L.D.'s: # of days over = \$1,500	\$	ŧ		
Subtotal:	\$ 1,730,74	3.14		-
ADD Incentive "Crew Days", if under:	\$	8	TOTAL: \$ (246,339.86	5)
Subtotal:	\$ 1,730,74	3.14		
MINUS Amount of Previous Payments: 1 \$ 76,495.96 2 \$ 517,009.52	\$ 1,643,30	3.12		
3 \$ 105,451.57 4 \$ 549,783.79			w Days" Allowed per Contract: 100.50 w Days" per Change Orders: 0.00	-
5 \$ 259,499.43		Total Inspection	n "Crew Days" Allowed: 100.50	
6 \$ 80,408.32 7 \$ 54,660.52			w Days" Used to Date: 100.50	4
7 \$ 54,660.52 8 \$ 0.00		Inspection "Cre	w Days" Remaining: 0.00	_1
9 \$ 0.00				
10 \$ 0.00				
BALANCE DUE THIS PAYMENT:	\$ 87,439	02		



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

Section 3.

#### APPLICATION FOR FINAL PAYMENT

PROJECT: TAFT ROAD REHAB (10 to GR) **NOVI PROJECT NO.:** PAYMENT NO .: FINAL

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

Michael Zelenock Digitally signed by Michael Zelenock Date: 2020,06.30 14:38:36 -04'00'

Cadillac Asphalt, LLC

CONTRACTOR - Electronic Signature Certification

Mark Koskinen

Mark Koskinen Aug 11 2020 10:59 AM

**AECOM-Great Lakes** 

CONSULTANT - Electronic Signature Certification

All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

**CITY OF NOVI** 

Aaron J. Staup Digitally signed by Aaron J. Staup Date: 2020.08.12 07:15:27 -04'00'

Aaron J. Staup, Construction Engineer

Electronic Signature Certification



### WORK CHANGE DIRECTIVE & CHANGE ORDER No. \_\_\_\_\_7

PURCHASE ORDER NO.

NOVI NO.: 17-2308 CIP NO.: 121-001

		50707	On No.: 121-001
Project:	TAFT ROAD REHAB (10 to GR)		
Owner:	City of Novi 26300 Lee BeGole Dr. Novi, Michigan 48375 (248) 735-5632	Engineer:	AECOM-Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900
Contractor:	Cadillac Asphalt, LLC 4751 White Lake Road Clarkston, Michigan 48346 (248) 620-7952	Time and char balancing indi	t hereby renders changes in the Work, changes in the Contract ges in the Contract Price by adding, deducting and/or vidual Contract line items through a signed authorization of the tor, Owner, and Engineer.
Drafted Date:	September 12, 2019		

	CT ITEMS

a Na Sin	ision   Item Description	44.74	143.00		Contract (	
em No. Divi		Unit	Unit Price	Quantity	Add	Deduct
0	"Crew Days" - Base Bid	CD	\$700.00		<u> </u>	
0	"Crew Days" -	CD	\$700.00			
0	"Crew Days" -		\$700.00			P
0	"Crew Days" -	CD	\$700.00			
23	Agg Base, 21AA Limestone, 6-inch	SY	\$700.00	4440		
92	Barr, Type III, H-I, Light, Furn	EA	\$8.12	1110		\$9,013
93	Barr, Type III, H-I, Light, Oper	EA	\$75.00	2		\$150
94	Channelizing Device, 42", Furn	EA	\$0.01			\$1
95	Channelizing Device, 42°, Oper	EA	\$20.00	160 160		\$3,20
96	Lighted Arrow, Type C. Furn	EA	\$0.01 \$500.00	2		\$1,000
97	Lighted Arrow, Type C, Oper	EA	\$0.01	2		
104	Sign, Type A, Temp, Prism, Furn	SF	\$6.00	13		\$
105	Sign, Type A, Temp, Prism, Oper	SF	\$0.01	13		\$7
106	Sign, Type B, Temp, Prism, Furn	SF	\$5.00	686		\$3,43
107	Sign, Type B, Temp, Prism, Oper	SF	\$0.01	686		
108	Sign, Type B, Temp, P-Spci, Furn	SF	\$12.00	71		\$85
109	Sign, Type B, Temp, P-Spci, Purn	SF	\$0.01	71		
111	Pedestrian Type II Barr, Temp	EA	\$150.00	2		\$ \$30
	i adead latt Type it Dair, temp	EM	\$150.00	- 4		\$30
*				Subtotals	\$0.00	\$18,032
			<u> </u>	Total	72.30	-\$18,032

Page 1 of 2

Item No.	Division					Cantas	ct Price
	Dividion	Item Description	Unit	Unit Price	Quantity	Add	Deduct
			-				
			<u> </u>				
	_						
Subtotals         \$0.00         \$0.00           Total         \$0.00							
rease/Decres	an in Cor	street Price					-\$18,032
iginal Contrac	t Amount						\$1,977,088
m of Previous vised Contrac	Approve	d Change Orders					-\$228,307 \$1,730,748
		ADDRESSED BY THIS CHANGE ORDER HEREI	*** * D # 10TO T#				<b>\$1,700,740</b>
INEC	HANGES!	ADDRESSED BY THIS CHANGE ORDER HEREI	ST AUJUSTS IN	E CONTRACT TIM	EBY:		
Acci	epted By:	Michael Zelenock Zele	tally signed by nock 2: 2020.06.30 1	Michael 4:37:40 -04'00'			
Mark Koskinen  Mark Koskinen							
Aaron J. Staup  Digitally signed by Aaron J. Staup							
Reviewed By: Date: 2020.08.12 11:51:57 -04'00'  Aaron J. Staup, Construction Engineer							

CONSENT OF	OWNER		
SURETY COMPANY	ARCHITECT	П	
TO FINAL PAYMENT	CONTRACTOR		
	SURETY		
	OTHER		
<b>PROJECT:</b> Taft Road Rehabilitation (10 Mile Rd. to Grand R (name, address)	iver Ave.), AECOM Project #6	60558332	
TO (Owner) City of Novi, Michigan Engineering Division 26300 Lee Begole Drive Novi, MI 48375	CONTRACT FOR:	\$1,977,088.00	
CONTRACTOR:	CONTRACT DATE:	lune 4, 2018	
Cadillac Asphalt, L.L.C. 2575 S. Haggerty Road, Suite 100 Canton, MI 48188	CONTINIOT BITE.	Julie 4, 2010	
In accordance with the provisions of the Contract betrindicated above, the (here insert name and address of Sur Western Surety Company, One Towne Square, Suite 1075, South	ety Co.)	Contractor as	
	, S	URETY COMPANY,	
on bond of (here insert name and address of Contractor)			
Cadillac Asphalt, L.L.C., 2575 S. Haggerty Road, Suite 100, Car	nton, MI 48188		
		, CONTRACTOR	
hereby approves of the final payment to the Contractor Contractor shall not relieve the Surety Company of an address of Owner)	or and agrees that final pay of its obligations to (h	payment to the	
City of Novi, Michigan, Engineering Division, 26300 Lee Begole	Drive, Novi, MI 48375		
as set forth in the said Surety Company's Bond.		, OWNER,	
IN WITNESS WHEREOF, Western Surety Company			
	5th day of August	2020	
	Western Surety Company		
_	Surety Com	pany	
ATTEST: (SEAL)	Another Pa	191	
	Signature of Au	thorized Representative	
	Signature of Au  Loretta J. Ravert - Attorney-in-		

Form F6277

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

## Charles G Richmond, David M Underwood, Michael S Richmond, Loretta J Ravert, Individually

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of March, 2018.

SEAL OF ALL

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha S

On this 14th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My	y	commission	expires
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June 23, 2021



J. Mohr, Notary Public

#### CERTIFICATE



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

John

#### **Authorizing By-Law**

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



#### 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 Cadillac Asphalt, LLC Project Manger of the (Firm Name) (Title) the contractor employed by the City of Novi to furnish labor and materials for the Taft Road Rehabilitation - 10 Mile to Grand River Ave, AECOM Project No. 60558332 (Description of Improvement) Taft Road from 10 Mile to Grand River located at: The total amount of the contract is \$1,977,088 of which I have received payment of \$1,643,309.12 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 reqpect 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 _	11th	day of	August		, 20_	20
Name	mit	12				for Cadillac Aspha	it, LLC
			(individua	l/corporation/par	tnership)		
Ву	•			Attest:			
·	-	(Title)		_		(Title)	
Subs	cribed and sv	vorn to befor	e me this		day of _	August	, 20 <u>20</u>
N	otary Public: _	LA	my	Mid	Idle to	W	
			- 01	EX	Niddle1 p. 10/19/	124	

#### NOTARY SEAL

AMY JO MIDDLETON
NOTARY PUBLIC, MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 10/19/2024
Acting in the County of Oakland

### **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	Accumalative Retainage to Date	Balance Due
ER White	Concrete work	\$91,472	\$103,552		#DIV/0!	\$0.00
Finishing Touch	Preconst Video	\$1,570	\$1,570		#DIV/0!	\$0.00
J Ranck Electric	electrical	\$66,807	\$59,125		#DIV/0!	\$0.00
L&L Contracting	Pulverization	\$21,821	\$24,886		#DIV/0!	\$0.00
Mark Anthony	Underground	\$515,163	\$374,636		#DIV/0!	\$0.00
Poco Inc	Temp Traffic	\$41,974	\$32,447		#DIV/0!	\$0.00
Poco Sales	Perm Signs	\$25,970	\$27,073		#DIV/0!	\$0.00
RMD Holdings	Guardrail	\$10,013	\$8,813		#DIV/0!	\$0.00
PK Contracting	Pavt Markings	\$43,048	\$26,273		#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00		\$0.00

#### RECAPITULATION

Amount of Original Contract:	\$1,977,088	Work Completed to Date:	\$1,730,748.14	
Plus: Extras to Contract:		Less: Total Retainage:	\$1,643,309.12	
Total: Contract plus Extras:	\$0.00	Less: Amount Previously Paid:	\$1,643,309.12	\$0.00
* Less: Credits to Contract:	-\$246,399.86	Less: Amount of this Request:	\$87,439.02	
Total: Adjusted Contract:	\$1,730,748.14 <b>\$0.00</b>	Total Balance Due:	\$87,439.02	\$0.00



My/our contract with Codillac Aspha H LLC to provide (Prime Contracting Party)						
Concrete Work for the improvement of the property  (Type of service)						
described as Taft Rd Rehalo, 10 Mile to Grand Riv						
having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.						
If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or 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.						
Signed on: 3-26-20 6 ENW. White						
(Signature of Lien Claimant)						
ROBERT W. WHITE CORP. SECRETARY						
(Printed Name of Lien Claimant)						
(Title of Lien Claimant)						
Company Name: Edward R. White Contractor, Inc						
Address: Waterford, MI 48328						
248-393-9965						
Telephone: Fax 248-393-6750						



My/our contract with	CAD		ASPHALT	_ to provide
		(Prime Contract	• ,,	
Audio V	IDEO SI	revey	for the improvement of	the property
			_	
described as	MAFT RD	(Project Nat	B. NOVI	
having been fully paid lien rights against sucl			this waiver, all my/our ed and released.	construction
owner or lessee of th Notice of Furnishing f the owner, lessee, or us, the owner, lessee,	e property or in from me/one or designee has nor designee may y telephone, or	the owner's us or if I/w to treceived ay not rely	t is a residential structure or lessee's designee has a renot required to prove this waiver directly from upon it without contacting to verify that it is author (Signature of Lien Claimant)	is received a vide one, and in me/one of ing me/one of
			(Printed Name of Lien Claimant)	
			OFFICE	
			(Title of Lien Claimant)	
Company Name:	FINISHING	TOUCH		
	PHOTO & V	/IDEO		
Address:	25095 25 M		0054	
Telephone:	CHESTERF (586) 749-33	340	Teno	



My/our contract with Cadillac Asp	phalt	to provide				
•	(Prime Contracti					
labor and material associated with electrical (Type of service)	construction	for the improvement of the property				
described as TS work at 10 Mile & Ta	aft					
	(Project Nam	ne)				
having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released upon receipt of final payment of \$5,862.58.						
If the improvement is provided to powner or lessee of the property or Notice of Furnishing from me/one or the owner, lessee, or designee has of us, the owner, lessee, or designe one of us, either in writing, by telephosigned on:	the owner's us or if I/we not receive ee may not	or lessee's designee has received as e are not required to provide one, and d this waiver directly from me/one rely upon it without contacting me/				
	JoLinda	Pnacek				
		(Printed Name of Lien Claimant)				
	Accounti	ing Director				
		(Title of Lien Claimant)				
Company Name: J Ranck Electric, Inc						
Address: 1993 Gover Parkway Mt. Pleasa	nt, MI 48858					
Telephone:800-792-3822						



	Λ	
My/our contract with	(Prime Contracting P	to provide
Milling HMA (Type of service)		the improvement of the property
described as Taff R	(Project Name)	
having been fully paid and satisfied lien rights against such property are l		
If the improvement is provided to powner or lessee of the property or Notice of Furnishing from me/one or the owner, lessee, or designee has rus, the owner, lessee, or designee mus, either in writing, by telephone, or Signed on:	the owner's or r us or if I/we ar not received this hay not rely upon r personally, to y	lessee's designee has received a re not required to provide one, and is waiver directly from me/one of it without contacting me/one of werify that it is authentic.  Signature of Lien Claimant)
		inted Name of Lien Claimant)  Manager  (Title of Lien Claimant)
Company Name: L+L Con Address: 4195 E. Willow	istruction by R	(Title of Lien Claimant)  Inc  John 48842
Telephone: <u>517-694-99</u>	19	



My/our contract with Mark Anthon	ny Contracting, Inc. (Prime Contracting Party)	to provide
Concrete Construction (Type of service)	for the improvem	ent of the property
described asTaft Road	(Project Name)	
having been fully paid and satisfie lien rights against such property are		ny/our construction
If the improvement is provided to owner or lessee of the property of Notice of Furnishing from me/one the owner, lessee, or designee has us, the owner, lessee, or designee has us, either in writing, by telephone, or	or the owner's or lessee's design or us or if I/we are not required a not received this waiver direct may not rely upon it without co	mee has received a to provide one, and tly from me/one of ontacting me/one of
Signed on: 1.23, 20	(Signature of Lien Clair	mant)
	Bill Harts (Printed Name of Lien Cl	aimant)
	(Title of Lien Claim	lant)
Company Name: Mark Anthony	Contracting, Inc.	
Address: 4844 Old Plank Road	d, Milford, MI 48381	
Telephone: 248-606-7727		

### Cadillac Asphalt LLC

#### Release and Waiver of Lien Rights For Final and Complete Payment

Project:

518016. Taft Road

Subcontractor:

Poco Inc

4850 S Sheldon Rd Canton, MI 48188

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date:

Return form to: Cadillac Asphalt

2575 S. Haggery Road Suite 100

Canton, MI 48188

Firm Name

By:

itle: NUE OFF

### Cadillac Asphalt LLC

### Release and Waiver of Lien Rights For Final and Complete Payment

Project:

518016. Taft Road

Subcontractor:

Poco Sales Inc 4850 S Sheldon Rd Canton, MI 48188

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date:

7/3/2020

Return form to: Cadillac Asphalt

2575 S. Haggery Road Suite 100

Canton, MI 48188

Firm Name:

By:

Title:

### Cadillac Asphalt LLC

### Release and Waiver of Lien Rights For Final and Complete Payment

Project:	518016. Taft Road			
<b>,</b>	ordere, rantitodes			
	ÿ			
Subcontractor:	RMD Holdings Ltd			
	PO Box 458			
	Richmond, MI 48062-0458			
The Undersianed he		normant in full from Cadillas Asabalt I I C for all work		
equipment, and mate	rial furnished to the above job	payment in full from Cadillac Asphalt LLC for all work, and therefore waives and releases all rights to make		
		the job, and waives and releases all mechanic's liens, ersigned may have on the job.		
t in the second	, <b>3</b>			
		ay be relied upon by, all persons holding any property construction fund holder, the prime contractor, and the		
	on any labor and material bo			
The undersigned doe	s hereby represent and warra	ant that the undersigned has fully paid for all labor and		
materials, any and all	welfare, pension, vacation or	other contributions required to be made on account of		
indemnify and hold ea	ach of the foregoing, the proje	vided by the undersigned and does hereby agree to ect, work of improvement and real property free and		
harmless from any an	nd all claims or liens through th	ne date indicated herein.		
		d there will be no further billing to the above named I send you a new Preliminary Lien Notice if we are		
required to do any ad	ditional work on this project.			
Date: 2/7/3	20°Z.C	Firm Name: RmD Holdings LTD		
Return form to:		By: Robert DeMil		
Cadillac Asphalt  2575 S. Haggery Road Suite 100  Title: Presiden +				
Canton, MI 48188	d Guile 100			



0 1111	
My/our contract with Cadillac Osphalt (Prime Contracting Pa	uty) to provide
pavement markings for (Type of service)	the improvement of the property
described as Taft Road (Project Name)	
having been fully paid and satisfied, by signing this lien rights against such property are hereby waived as	
If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or 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.	
Signed on: 1/16/20 am 6/ein	gnature of Lien Claimant)
ann Steir (Prin	ted Name of Lien Claimant)
agent	(Title of Lien Claimant)
Company Name: P.K. Contracting 1965 Barrett Dr.	
Address: Troy, MI 48084	
Telephone:	