



**CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025**

SUBJECT: Consideration of approval of the final payments to Asphalt Specialists, Inc. for the 2022 and 2023 Neighborhood Road Program – Asphalt Streets.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Bid out as a two-year contract (2022 and 2023).
- Several 'alternates' were included with both contract years.

FINANCIAL IMPACT

	FY 2024-25
EXPENDITURE REQUIRED	\$ 239,295.63
BUDGET	
203 LOCAL STREET FUND	
2022 NRP- Asphalt	\$ 85,476.94 Retainage
2023 NRP- Asphalt	\$ 101,336.00 Expense \$ 52,482.69 Retainage
APPROPRIATION REQUIRED	\$0
FUND BALANCE IMPACT	\$0

BACKGROUND INFORMATION:

The asphalt streets portion of the Neighborhood Road Program (NRP) was advertised, bid, and awarded for a two-year contract to capture unit prices and lower the logistical costs of bidding and design separately. This process also allowed the City flexibility regarding the scheduling of different project areas. The NRP work includes both asphalt rehabilitation and reconstruction of local roadways in an effort to preserve the longevity of the existing roadways in the City's network.

The following streets were selected and completed as part of the 2022 asphalt program: Park Place Drive, Roberts Road, Lochmoor Lane, Groveland Street, Glenhurst Street, Mulberry Lane, Christina Lane, Sandstone Drive, and Marks Drive, Philip Drive, and Todd Lane (added as Alternates to the contract).

The following streets were selected and completed as part of the 2023 asphalt program: Glenwood Drive, Woodham Drive (north of Ten Mile Road), Lannys Road, Clark Street, Stone Road, two segments of Galway Drive, and Veranda Drive (added as an Alternate to the contract).

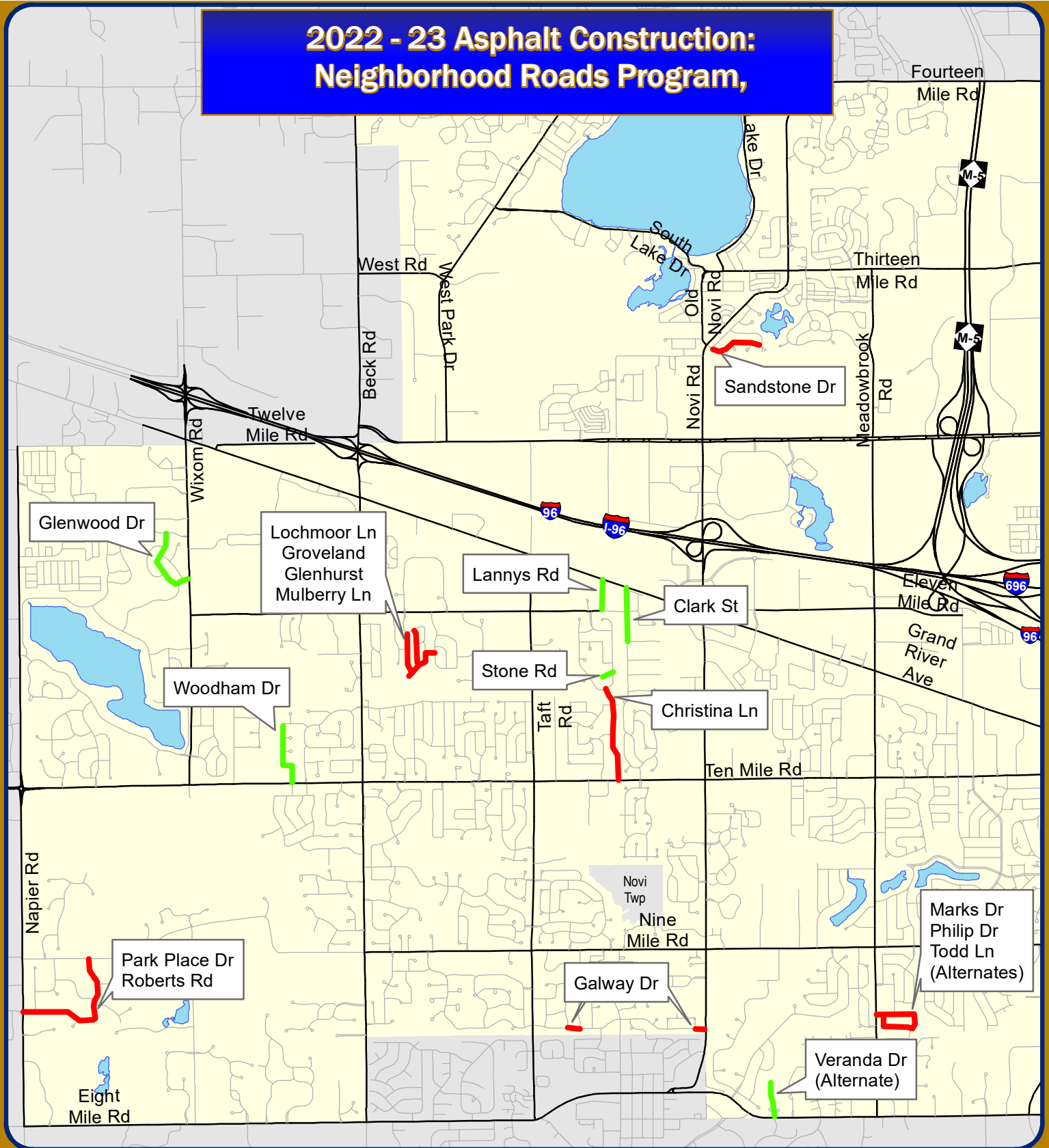
This two-year construction contract was awarded at the April 25, 2022, City Council meeting to Asphalt Specialists, Inc., in the amount of \$2,329,191.00. Staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, to review and verify the final contract amounts of \$85,476.94 and \$153,818.69 that are due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, January 23, 2025).

For the 2022 program, there were four (4) approved change orders issued resulting in an overall increase of \$285,968.31 or 20.1% over the awarded amount. The approved change orders resulted in a final contract price of \$1,705,835.81 for the 2022 contract.

For the 2023 program, there were three (3) approved change orders issued resulting in an overall increase of \$216,066.35 or 23.8% over the awarded amount. The approved change orders resulted in a final contract price of \$1,125,389.85 for the 2023 contract.

RECOMMENDED ACTION: Approval of the final payments to Asphalt Specialists, Inc. for the 2022 and 2023 Neighborhood Road Program – Asphalt Streets in the amount of \$85,476.94 and \$153,818.69, respectively, plus interest earned on retainage.

2022 - 23 Asphalt Construction: Neighborhood Roads Program,



Map Author: Rebecca Runkel
Date: April 6, 2022
Project: 2022-23 NRP Asphalt
Version #: 1.0

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.

Legend

- 2022 Asphalt Program
- 2023 NRP Asphalt Program



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

Feet
0 800 1,600 3,200 4,800
1 inch = 4,080 feet



2022 NEIGHBORHOOD ROAD PROGRAM – ASPHALT STREETS



Before – Christina Lane, north of Ten Mile Road, looking south



Before – Galway Drive, just west of Novi Road, looking east



Before – Groveland Road (Lochmoor Village) looking north



After – Christina Lane, north of Ten Mile Road, looking north



After – Christina Lane, north of Concord Drive, looking south

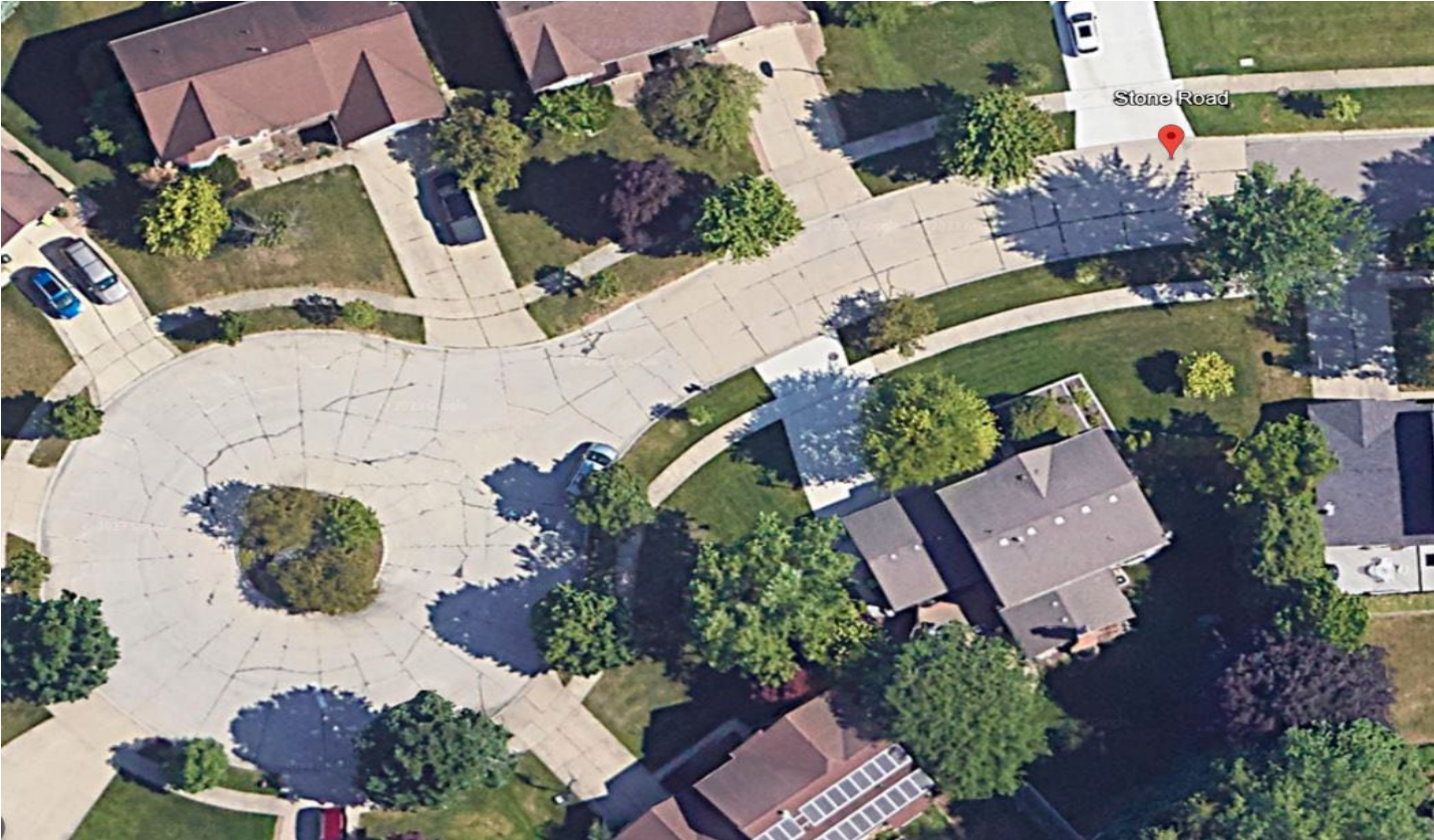


After – Galway Drive, east of Connemara Drive, looking west

2023 NEIGHBORHOOD ROAD PROGRAM – ASPHALT STREETS



Before – Glenwood Drive, west of Wixom Road, looking east



Before – Stone Road (aerial) – Concrete



Before – Veranda Drive (Yerkes Manor), north of 8 Mile, looking north



After – Glenwood Drive, west of Wixom Road, looking north



After – Stone Road, west of Buckminster Drive, looking west (Asphalt)



After – Veranda Drive (Yerkes Manor), north of 8 Mile Road, looking south



After – Clark Street, north of 11 Mile Road, looking south



After – Lanny's Road, north of 11 Mile Road, looking north

ELIZABETH KUDLA SAARELA
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

January 22, 2025

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

**Re: 2022 and 2023 Neighborhood Roads - Asphalt – Asphalt Specialists, Inc.
- Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2022 and 2023 Neighborhood Roads - Asphalt Projects:

1. Applications for Final Payment
2. Contractor's Sworn Statements
3. Waivers of Lien
4. Consents of Surety to Final Payment
5. Bond Rider – Total Project Cost for 2-years

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosure

- C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

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

Balance Due This Payment = \$ 85,476.94

PURCHASE ORDER NO. 97003

APPLICATION FOR FINAL PAYMENT

PROJECT:	2022 Neighborhood Road Program - Asphalt Streets	NOVI PROJECT NO.:	22-2101	PAYMENT NO.:	FINAL
		CIP NO.:	102-01		
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	Spalding DeDecker 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR:	Asphalt Specialists, Inc. (ASI) 1780 E. Highwood Street Pontiac, Michigan 48340 (248) 334-4570
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$1,419,867.50	ORIGINAL:	October 31, 2022	FROM:	July 1, 2023
REVISED:	\$1,705,835.81	REVISED:		TO:	December 5, 2024

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	Crew Days - Division 1	CD	73.00	\$ 700.00	\$ 51,100.00	91.00	\$ 700.00	\$ 63,700.00				100.00	\$ 70,000.00	110%
0	Crew Days - Division 2	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 3	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 4	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 5	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
	TOTAL CREW DAYS		73.00	\$ 700.00	\$ 51,100.00	91.00	\$ 700.00	\$ 63,700.00	0.00			100.00	\$ 70,000.00	110%
1	Bonds, Insurance & Mobilization (5%)	LS	1.00	\$ 53,000.00	\$ 53,000.00	1.00	\$ 53,000.00	\$ 53,000.00				1.00	\$ 53,000.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 3,500.00				1.00	\$ 3,500.00	100%
3	Soil Erosion Control Measures	LS	1.00	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	\$ 5,500.00				1.00	\$ 5,500.00	100%
4	Temporary Traffic Control	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ 4,500.00				1.00	\$ 4,500.00	100%
5	Tree Protection Fencing	LF	100.00	\$ 6.00	\$ 600.00	0.00	\$ 6.00	\$ -				0.00		
6	Conduit, Schedule 40, 4-inch	LF	300.00	\$ 17.00	\$ 5,100.00	0.00	\$ 17.00	\$ -				0.00		
7	Underdrain, 6-inch, w/Geotextile Wrap	LF	500.00	\$ 21.00	\$ 10,500.00	213.00	\$ 21.00	\$ 4,473.00				213.00	\$ 4,473.00	100%
8	HMA Surface, Remove, Modified	SY	2201.00	\$ 12.00	\$ 26,412.00	10529.39	\$ 12.00	\$ 126,352.68				10529.39	\$ 126,352.68	100%
9	Cold Milling HMA Surface	SY	44373.00	\$ 2.75	\$ 122,025.75	52183.05	\$ 2.75	\$ 143,503.39				52183.05	\$ 143,503.39	100%
10	Sidewalk, Remove, Modified	SY	448.00	\$ 14.00	\$ 6,272.00	338.16	\$ 14.00	\$ 4,734.24				338.16	\$ 4,734.24	100%
11	Dr Structure, Remove	EA	2.00	\$ 550.00	\$ 1,100.00	2.00	\$ 550.00	\$ 1,100.00				2.00	\$ 1,100.00	100%
12	Subgrade Undercut (As Needed)	CY	147.00	\$ 70.00	\$ 10,290.00	0.00	\$ 70.00	\$ -				0.00		
13	Sewer, Rem, 24-inch to 48-inch	LF	36.00	\$ 30.00	\$ 1,080.00	44.00	\$ 30.00	\$ 1,320.00				44.00	\$ 1,320.00	100%
14	Structure Rehab Type 1: Point-Up	EA	26.00	\$ 275.00	\$ 7,150.00	14.00	\$ 275.00	\$ 3,850.00				14.00	\$ 3,850.00	100%
15	Structure Rehab Type 2: Cover Adjust	EA	20.00	\$ 800.00	\$ 16,000.00	4.00	\$ 800.00	\$ 3,200.00				4.00	\$ 3,200.00	100%
16	Structure Rehab Type 3: Reconstruct	EA	2.00	\$ 975.00	\$ 1,950.00	0.00	\$ 975.00	\$ -				0.00		
17	Sewer, RCP Cl IV, 24-inch	LF	36.00	\$ 125.00	\$ 4,500.00	44.00	\$ 125.00	\$ 5,500.00				44.00	\$ 5,500.00	100%
18	Agg Base, 6-inch, Limestone	SY	506.00	\$ 14.00	\$ 7,084.00	312.84	\$ 14.00	\$ 4,379.76				312.84	\$ 4,379.76	100%
19	Agg Base, 8-inch, Limestone	SY	2140.00	\$ 10.00	\$ 21,400.00	5301.30	\$ 10.00	\$ 53,013.00				5301.30	\$ 53,013.00	100%
20	Dr Structure, 48-inch Diameter	EA	2.00	\$ 3,800.00	\$ 7,600.00	2.00	\$ 3,800.00	\$ 7,600.00				2.00	\$ 7,600.00	100%
21	HMA, 4EML	TON	2745.00	\$ 105.00	\$ 288,225.00	2598.44	\$ 105.00	\$ 272,836.20				2598.44	\$ 272,836.20	100%
22	HMA, 5EML	TON	4727.00	\$ 125.00	\$ 590,875.00	5032.69	\$ 125.00	\$ 629,086.25				5032.69	\$ 629,086.25	100%
23	Curb and Gutter, Conc, Remove	LF	2932.00	\$ 20.00	\$ 58,640.00	3146.50	\$ 20.00	\$ 62,930.00				3146.50	\$ 62,930.00	100%
24	Curb and Gutter, Conc, Modified	LF	2932.00	\$ 40.00	\$ 117,280.00	3763.50	\$ 40.00	\$ 150,540.00				3763.50	\$ 150,540.00	100%

TOTAL THIS SHEET \$ 1,370,583.75 \$ 1,540,918.52 \$ - \$ 1,540,918.52 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 Neighborhood Road Program - Asphalt Streets

NOVI PROJECT NO.: 22-2101
CIP NO.: 102-01

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
30	Agg Base, 4-inch, Limestone	SY	1	0	3648.85	\$ 7.25	\$ 26,454.16				3648.85	\$ 26,454.16	100%
31	GeoGrid	SY	1	0	3864.00	\$ 3.27	\$ 12,635.28				3864.00	\$ 12,635.28	100%
32	Subgrade Undercut (As-Needed) 1x3	CY	1	0	801.00	\$ 75.00	\$ 60,075.00				801.00	\$ 60,075.00	100%
33	Hand Patch HMA	SY	1	0	568.70	\$ 26.00	\$ 14,786.20				568.70	\$ 14,786.20	100%
34	Geogrid, Adjustment	SY	1	0	3864.00	\$ 0.50	\$ 1,932.00				3864.00	\$ 1,932.00	100%
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 115,882.64		\$ -		\$ 115,882.64		
TOTAL FROM OTHER SHEETS					\$ 1,419,867.50		\$ 1,589,953.17		\$ -		\$ 1,589,953.17		
GRAND TOTAL					\$ 1,419,867.50		\$ 1,705,835.81		\$ -		\$ 1,705,835.81	100%	



CITY OF NOVI

PURCHASE ORDER NO.

97003

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 Neighborhood Road Program - Asphalt Streets **NOVI PROJECT NO.:** 22-2101 **PAYMENT NO.:** FINAL
CIP NO.: 102-01

Original Contract Amount: \$ 1,419,867.50

Change Orders: \$ 285,968.31

Adjusted Contract Amount to Date: \$ 1,705,835.81

Total Cost of Work Performed to Date: \$ 1,705,835.81

MINUS Retainage: \$ 0% = -

MINUS Inspection "Crew Days": To Date \$ 100.00 = 6,300.00
This Pay \$ 0.00 = -

Net Amt. Earned of Contract and Extra Work to Date: \$ 1,699,535.81

MINUS L.D.'s: # of days over = -
\$ amount/day = \$1,500 = -

Subtotal: \$ 1,699,535.81

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 1,699,535.81

MINUS Amount of Previous Payments: \$ 1,614,058.87

1	\$	246,152.47
2	\$	556,815.22
3	\$	811,091.18
4	\$	-
5	\$	-
6	\$	-
7	\$	-
8	\$	-
9	\$	-
10	\$	-

BALANCE DUE THIS PAYMENT: \$ **85,476.94**

CHANGE ORDERS

No.	Date	Amount
1	June 27, 2022	\$ 250,972.44
	August 16, 2022	\$ 179,865.75
3	December 12, 2022	\$ (141,166.98)
4	November 25, 2024	\$ (3,702.90)
5		
6		
7		
8		
9		
10		

TOTAL: \$ 285,968.31

Inspection "Crew Days" Allowed per Contract:	73.00
Additional "Crew Days" per Change Orders:	18.00
Total Inspection "Crew Days" Allowed:	91.00
Inspection "Crew Days" Used to Date:	100.00
Inspection "Crew Days" Remaining:	-9.00



CITY OF NOVI

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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	2022 Neighborhood Road Program - Asphalt Streets	NOVI PROJECT NO.:	22-2101	PAYMENT NO.:	FINAL
		CIP NO.:	102-01		

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

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Asphalt Specialists, Inc. (ASI)
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker
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.



CITY OF NOVI

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Balance Due This Payment = \$ 153,818.69

PURCHASE ORDER NO. 97279

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 Neighborhood Road Program - Asphalt Streets **NOVI PROJECT NO.:** 23-2101 **PAYMENT NO.:** FINAL
CIP NO.: 102-01

OWNER: City of Novi **ENGINEER:** Spalding DeDecker **CONTRACTOR:** Asphalt Specialists, Inc. (ASI)
45175 W. Ten Mile Road 905 South Boulevard East 1780 E. Highwood Street
Novi, Michigan 48375 Rochester, Michigan 48037 Pontiac, Michigan 48340
(248) 844-5400 (248) 334-4570

CONTRACT AMOUNT **FINAL COMPLETION DATES** **DATES OF ESTIMATE**

ORIGINAL: \$909,323.50 **ORIGINAL:** September 21, 2023 **FROM:** June 30, 2024
REVISED: \$1,125,389.85 **REVISED:** **TO:** July 17, 2024

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	2023 NRP - Asphalt Streets - Base Bid GL# 203-449.30-974.243			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
0	Crew Days - Division 1	CD	65.00	\$ 700.00	\$ 45,500.00	65.00	\$ 700.00	\$ 45,500.00				66.00	\$ 46,200.00	102%	
0	Crew Days - Division 2	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00			
0	Crew Days - Division 3	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00			
0	Crew Days - Division 4	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00			
0	Crew Days - Division 5	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00			
	TOTAL CREW DAYS		65.00	\$ 700.00	\$ 45,500.00	65.00	\$ 700.00	\$ 45,500.00	0.00			66.00	\$ 46,200.00	102%	
1	Bonds, Insurance & Mobilization (5%)	LS	1.00	\$ 42,000.00	\$ 42,000.00	1.00	\$ 42,000.00	\$ 42,000.00				1.00	\$ 42,000.00	100%	
2	Pre-Construction Audio/Visual	LS	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ 2,000.00	\$ -				0.00			
3	Soil Erosion Control Measures	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00				1.00	\$ 4,000.00	100%	
4	Temporary Traffic Control	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%	
5	Tree Protection Fencing	LF	100.00	\$ 6.00	\$ 600.00	0.00	\$ 6.00	\$ -				0.00			
6	Conduit, Schedule 40, 4-inch	LF	300.00	\$ 17.00	\$ 5,100.00	0.00	\$ 17.00	\$ -				0.00			
7	Underdrain, 6-inch w/Geotextile Wrap	LF	500.00	\$ 21.00	\$ 10,500.00	797.00	\$ 21.00	\$ 16,737.00				797.00	\$ 16,737.00	100%	
8	Pavement, Remove, Modified	SY	1432.00	\$ 12.50	\$ 17,900.00	1653.50	\$ 12.50	\$ 20,668.75				1653.50	\$ 20,668.75	100%	
9	HMA Surface, Remove, Modified	SY	1106.00	\$ 12.00	\$ 13,272.00	4820.70	\$ 12.00	\$ 57,848.40				4820.70	\$ 57,848.40	100%	
10	Cold Milling HMA Surface	SY	23619.00	\$ 2.75	\$ 64,952.25	30454.00	\$ 2.75	\$ 83,748.50				30454.00	\$ 83,748.50	100%	
11	Driveway, Remove, Modified	SY	75.00	\$ 21.00	\$ 1,575.00	0.00	\$ 21.00	\$ -				0.00			
12	Sidewalk, Remove, Modified	SY	481.00	\$ 14.00	\$ 6,734.00	375.56	\$ 14.00	\$ 5,257.84				375.56	\$ 5,257.84	100%	
13	Subgrade Undercut (As Needed)	CY	53.00	\$ 70.00	\$ 3,710.00	0.00	\$ 70.00	\$ -				0.00			
14	Structure Rehab Type 1: Point-Up	EA	5.00	\$ 275.00	\$ 1,375.00	3.00	\$ 275.00	\$ 825.00				3.00	\$ 825.00	100%	
15	Structure Rehab Type 2: Cover Adjust	EA	35.00	\$ 800.00	\$ 28,000.00	3.00	\$ 800.00	\$ 2,400.00				3.00	\$ 2,400.00	100%	
16	Structure Cover, Type SAN	EA	1.00	\$ 700.00	\$ 700.00	1.00	\$ 700.00	\$ 700.00				1.00	\$ 700.00	100%	
17	Agg Base, 6-inch, Limestone	SY	485.00	\$ 14.00	\$ 6,790.00	375.56	\$ 14.00	\$ 5,257.84				375.56	\$ 5,257.84	100%	
18	Agg Base, 8-inch, Limestone	SY	5982.00	\$ 10.00	\$ 59,820.00	6097.40	\$ 10.00	\$ 60,974.00				6097.40	\$ 60,974.00	100%	
19	HMA, 4EML	TON	820.00	\$ 105.00	\$ 86,100.00	959.22	\$ 105.00	\$ 100,718.10				959.22	\$ 100,718.10	100%	
20	HMA, 5EML	TON	3421.00	\$ 125.00	\$ 427,625.00	3854.42	\$ 125.00	\$ 481,802.50				3854.42	\$ 481,802.50	100%	
21	Curb and Gutter, Conc, Remove	LF	1085.00	\$ 20.00	\$ 21,700.00	2780.60	\$ 20.00	\$ 55,612.00	1695.60	\$ 33,912.00	61%	2780.60	\$ 55,612.00	100%	
22	Curb and Gutter, Conc, Modified	LF	1085.00	\$ 40.00	\$ 43,400.00	2770.60	\$ 40.00	\$ 110,824.00	1685.60	\$ 67,424.00	61%	2770.60	\$ 110,824.00	100%	
23	Driveway, Nonrein Conc, 6-inch	SY	75.00	\$ 50.00	\$ 3,750.00	0.00	\$ 50.00	\$ -				0.00			
24	ADA Ramp, Conc, 6-inch	SF	4099.00	\$ 6.75	\$ 27,668.25	3380.21	\$ 6.75	\$ 22,816.42				3380.21	\$ 22,816.42	100%	

TOTAL THIS SHEET \$ 884,271.50 \$ 1,077,190.35 \$ 101,336.00 \$ 1,077,190.35 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 Neighborhood Road Program - Asphalt Streets NOVI PROJECT NO.: 23-2101 PAYMENT NO.: FINAL
 CIP NO.: 102-01

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
28	Subgrade Undercut, 1x3	CY	1	203-449.30-974.243	350.20	\$ 75.00	\$ 26,265.00				350.20	\$ 26,265.00	100%
29	Electrical Investigation	DLR	1	203-449.30-974.243	1462.50	\$ 1.00	\$ 1,462.50				1462.50	\$ 1,462.50	100%
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 27,727.50			\$ -		\$ 27,727.50	
TOTAL FROM OTHER SHEETS					\$ 909,323.50		\$ 1,097,662.35		\$ 101,336.00		\$ 1,097,662.35		
GRAND TOTAL					\$ 909,323.50		\$ 1,125,389.85		\$ 101,336.00		\$ 1,125,389.85	100%	



CITY OF NOVI

PURCHASE ORDER NO.

97279

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 Neighborhood Road Program - Asphalt Streets **NOVI PROJECT NO.:** 23-2101 **PAYMENT NO.:** FINAL
CIP NO.: 102-01

Original Contract Amount: \$ 909,323.50

Change Orders: \$ 216,066.35

Adjusted Contract Amount to Date: \$ 1,125,389.85

Total Cost of Work Performed to Date: \$ 1,125,389.85

MINUS Retainage: \$ 0%

MINUS Inspection "Crew Days": To Date \$ 66.00 700.00

This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 1,124,689.85

MINUS L.D.'s: # of days over = \$ -
 \$ amount/day = \$1,500

Subtotal: \$ 1,124,689.85

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 1,124,689.85

MINUS Amount of Previous Payments: \$ 970,871.16

- 1 \$ 723,405.93
- 2 \$ 90,219.61
- 3 \$ 157,245.62
- 4
- 5
- 6
- 7
- 8
- 9
- 10

BALANCE DUE THIS PAYMENT: \$ **153,818.69**

CHANGE ORDERS

No.	Date	Amount
1	August 31, 2023	\$ 95,704.85
	May 3, 2024	\$ 44,625.50
3	July 17, 2024	\$ 75,736.00
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 216,066.35

Inspection "Crew Days" Allowed per Contract:	65.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	65.00
Inspection "Crew Days" Used to Date:	66.00
Inspection "Crew Days" Remaining:	-1.00



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	2023 Neighborhood Road Program - Asphalt Streets	NOVI PROJECT NO.:	23-2101	PAYMENT NO.:	FINAL
		CIP NO.:	102-01		

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Signature box for Aaron J. Staup]

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

[Signature box for Asphalt Specialists, Inc. (ASI)]

Asphalt Specialists, Inc. (ASI)
CONTRACTOR - Electronic Signature Certification

[Signature box for Spalding DeDecker]

Spalding DeDecker
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.



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No HGMW-25-177-2101

PROJECT: *(Name and address)*
2022-2023 HMA NRP

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

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

SURETY:

OTHER:

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

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

, SURETY,

on bond of
(Insert name and address of Contractor)

Asphalt Specialists LLC
1780 E. Highwood
Pontiac, MI 48340

, 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 W. Ten Mile Road
Novi, MI 48375-3024
as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 12/12/2024
(Insert in writing the month followed by the numeric date and year.)

Hudson Insurance Company

(Surety)

(Signature of authorized representative)

Susan L Small, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Ian J. Donald

Susan L. Small, John L. Budde, Krista L. Pocket of the State of Michigan

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 02 day of June, 20 22 at New York, New York.



Attest... Dina Daskalakis Dina Daskalakis No. 01MU6067553 Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 02 day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 12th day of December, 2024

(Corporate seal)



By Dina Daskalakis Dina Daskalakis, Corporate Secretary

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. HGMW-25-177-2101

IN FAVOR OF City of Novi

ON BEHALF OF Asphalt Specialists LLC

EFFECTIVE 5/3/2022

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, Hudson Insurance Company hereby gives its consent to:

Increase bond amount to \$2,831,224.66 from \$2,425,791.00

EFFECTIVE: 12/12/2024

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED 12/12/2024

Hudson Insurance Company

Surety



Susan L. Small Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Ian J. Donald

Susan L. Small, John L. Budde, Krista L. Pocket

of the State of Michigan

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 02 day of June, 20 22 at New York, New York.



(Corporate seal)

Attest: Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 02 day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

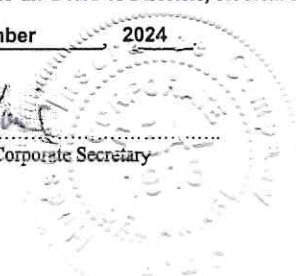
THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 12th day of December, 2024

(Corporate seal)



By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary



SWORN STATEMENT

STATE OF MICHIGAN
COUNTY OF OAKLAND) SS

Diane Palazzola, being duly sworn, deposes and says:

That he or she makes the Sworn Statement on behalf of Asphalt Specialists, Inc., who is the (subcontractor) for an improvement to the following described real property situated in Oakland County, MI and described as follows:

**Novi Neighborhood – ASI # 22161
(2022)**

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (subcontractor) has (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof 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
Cadillac	Asphalt	693,418.12	693,418.12	0.00
Merio	Concrete	149,326.55	149,326.55	0.00
Outdoor Accents	Restoration	42,988.43	42,988.43	0.00
Stoneco	Aggregate	36,356.49	36,356.49	0.00
All labor, fringes, payroll taxes, and other payroll obligations paid in full				
TOTALS		922,089.59	922,089.59	0.00

(Some columns are not applicable to all persons listed)

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


Deponent further says that he or she makes the foregoing statement as the (subcontractor) or as Agent of the (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of contraction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

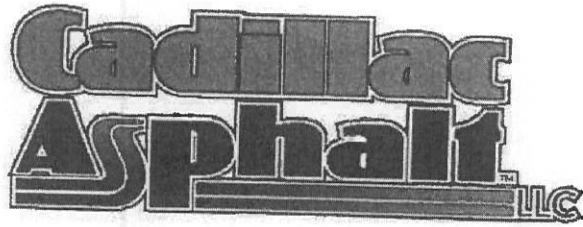

Diane Palazzola – Credit Manager

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 23rd day of August, 2024.


Rita J. Thomas, Notary Public, Oakland County Michigan
My Commission expires: 7-10-29

Rita J. Thomas
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 07-10-2029
Acting in the County of OAKLAND



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH:

Asphalt Specialists, Inc
(other contracting party)

TO PROVIDE

Asphalt Material

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Neighborhood

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

✓

SIGNED ON:

7/15/24

Cadillac Asphalt LLC

Linda L Kukola

Digitally signed by Linda L Kukola

Date: 2024.07.15 08:50:45 -04'00'

(signature of lien claimant)

Linda L Kukola
Credit Manager

ADDRESS:

39255 Country Club Dr Suite B20

Farmington Hills, MI

TELEPHONE:

734-777-4531

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY

WAIVER OF LIEN

My/our contract with: Asphalt Specialists, Inc. to provide Labor and Materials
Job # 22161

For the improvement to: HMA Novi

(Check One)

 PARTIAL CONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of \$ _____.

 PARTIAL UNCONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through 11/30/2023. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above.

 FULL CONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of \$ _____.

 X **FULL UNCONDITIONAL**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. If the owner or lessee of the property of the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that it is authentic.

DATE: July 12, 2024

SIGNATURE: Kimberly A. Tyler

PRINT NAME: Kimberly A. Tyler Accts. Rec. Manager

PHONE: 248-714-5486

COMPANY: Merto Construction Co., Inc.

ADDRESS: 4964 Technical Dr., Milford, MI 48381

DO NOT SIGN BLANK FORM

WAIVER OF LIEN

My/our contract with: Asphalt Specialists to provide Restoration
Job # 22161

For the improvement to: Novi Neighborhood

(Check One)

 PARTIAL CONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of \$ _____.

 PARTIAL UNCONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above.

 FULL CONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of \$ _____.

 X **FULL UNCONDITIONAL**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. If the owner or lessee of the property of the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that it is authentic.

DATE: December 10, 2024

PHONE: 248-939-6253

SIGNATURE: 

COMPANY: Outdoor Accents

PRINT NAME: Nick Pruitt

ADDRESS: 42780 W. 10 Mile, Novi MI 48375

Signee Title: CAO

DO NOT SIGN BLANK FORM



FULL UNCONDITIONAL WAIVER

My/our contract with Asphalt Specialists, Inc. to provide materials for the improvement of the property described as 22-161 Novi Neighborhood

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one 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.

Stonoco of Michigan

By: Nicolette Mollohan, AR Credit (signature of lien/bond claimant)

Address: Nicolette Mollohan 2575 S. Haggerty Rd., Suite 100 Canton, MI 48188

Telephone: 734-787-5814

Signed on: 7/12/2024 (date)

DO NOT SIGN BLANK OR IMCOMPLETE FORMS. RETAIN A COPY

SWORN STATEMENT

STATE OF MICHIGAN
COUNTY OF OAKLAND) SS

Diane Palazzola, being duly sworn, deposes and says:

That he or she makes the Sworn Statement on behalf of Asphalt Specialists, Inc., who is the (subcontractor) for an improvement to the following described real property situated in Oakland County, MI and described as follows:

**Novi Neighborhood – ASI # 22161
(2023)**

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (subcontractor) has (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof 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
Cadillac	Asphalt	455,312.17	455,312.17	0.00
Merlo	Concrete	0.00	0.00	0.00
Outdoor Accents	Restoration	38,915.01	38,915.01	0.00
Stoneco	Aggregate	56,734.68	56,734.68	0.00
All labor, fringes, payroll taxes, and other payroll obligations paid in full				
TOTALS		550,961.86	550,961.86	0.00

(Some columns are not applicable to all persons listed)

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

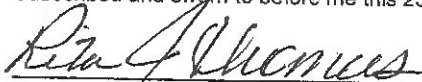
Deponent further says that he or she makes the foregoing statement as the (subcontractor) or as Agent of the (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of contraction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

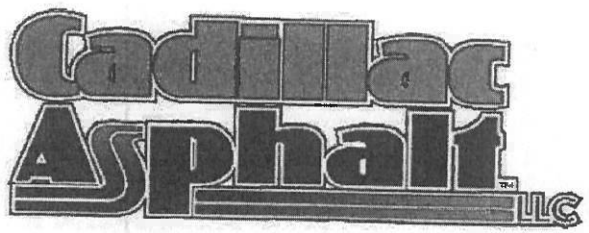

Diane Palazzola – Credit Manager

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 23rd day of August, 2024.


Rita J. Thomas
Notary Public, Oakland County Michigan
My Commission expires: 7-10-29

Rita J. Thomas
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 07-10-2029
Acting in the County of OAKLAND



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH: Asphalt Specialists, Inc
(other contracting party)

TO PROVIDE Asphalt Material

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:
Novi Neighborhood

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

✓

SIGNED ON: 7/15/24

Cadillac Asphalt LLC
Linda L Kukola Digitally signed by Linda L Kukola
Date: 2024.07.15 08:50:45 -04'00'
(signature of lien claimant)
Linda L Kukola
Credit Manager

ADDRESS: 39255 Country Club Dr Suite B20

Farmington Hills, MI

TELEPHONE: 734-777-4531

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY

WAIVER OF LIEN

My/our contract with: Asphalt Specialists, Inc. to provide Labor and Materials
Job # 22161

For the improvement to: HMA Novi

(Check One)

 PARTIAL CONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of \$ _____.

 PARTIAL UNCONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through 11/30/2023. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above.

 FULL CONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of \$ _____.

 X **FULL UNCONDITIONAL**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. If the owner or lessee of the property of the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that it is authentic.

DATE: July 12, 2024

PHONE: 248-714-5486

SIGNATURE: Kimberly A. Tyler

COMPANY: Merto Construction Co., Inc.

PRINT NAME: Kimberly A. Tyler Accts. Rec. Manager

ADDRESS: 4964 Technical Dr., Milford, MI 48381

DO NOT SIGN BLANK FORM

WAIVER OF LIEN

My/our contract with: Asphalt Specialists to provide Restoration
Job # 22161

For the improvement to: Novi Neighborhood

(Check One)

 PARTIAL CONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of \$ _____.

 PARTIAL UNCONDITIONAL

I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does not cover all amounts due to me/us for contract improvement provided through the date shown above.

 FULL CONDITIONAL


I hereby waive my/our construction lien to the amount of \$ _____, for labor/materials provided through _____. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of \$ _____.

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DATE: December 10, 2024

PHONE: 248-939-6253

SIGNATURE: 

COMPANY: Outdoor Accents

PRINT NAME: Nick Pruitt

ADDRESS: 42780 W. 10 Mile, Novi MI 48375

Signee Title: CAO

DO NOT SIGN BLANK FORM



FULL UNCONDITIONAL WAIVER

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Stoneco of Michigan

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(signature of lien/bond claimant)

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Canton, MI 48188

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