



CITY of NOVI CITY COUNCIL

**Agenda Item I
November 9, 2015**

SUBJECT: Approval of the final payment to Asphalt Specialists, Inc. for the West Road Rehabilitation project in the amount of \$11,760.07, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC RA*

CITY MANAGER APPROVAL: *RA*

EXPENDITURE REQUIRED	\$ 11,760.07
AMOUNT BUDGETED	\$ 65,904.00
LINE ITEM NUMBER	202-202.00-865.674

BACKGROUND INFORMATION:

This project included the rehabilitation of West Road between West Park Drive and the City limits (in this case, the City limits fall just west of the CSX Railroad crossing of West Road). The rehabilitation included a mill and overlay and the addition of a pavement interlayer for the western 700-feet of this section of road that is in poor condition. The eastern portion of the road was in better condition and only required some minor crack treatment. The project also included the rehabilitation of the existing concrete entrance to the Beck North Corporate Park.

The construction contract was awarded for this project at the March 9, 2015 City Council meeting to Asphalt Specialists, Inc., in the amount of \$153,511.05.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$11,760.07 that is due the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's October 19, 2015 letter, attached).

There were three (3) approved change orders issued for this project resulting in a net decrease of \$1,509.61 to the construction contract, or 1.0% under the awarded amount. Most changes were a result of decreased quantities and balancing of originally projected amounts. The approved change orders resulted in a final contract price of \$152,001.44.

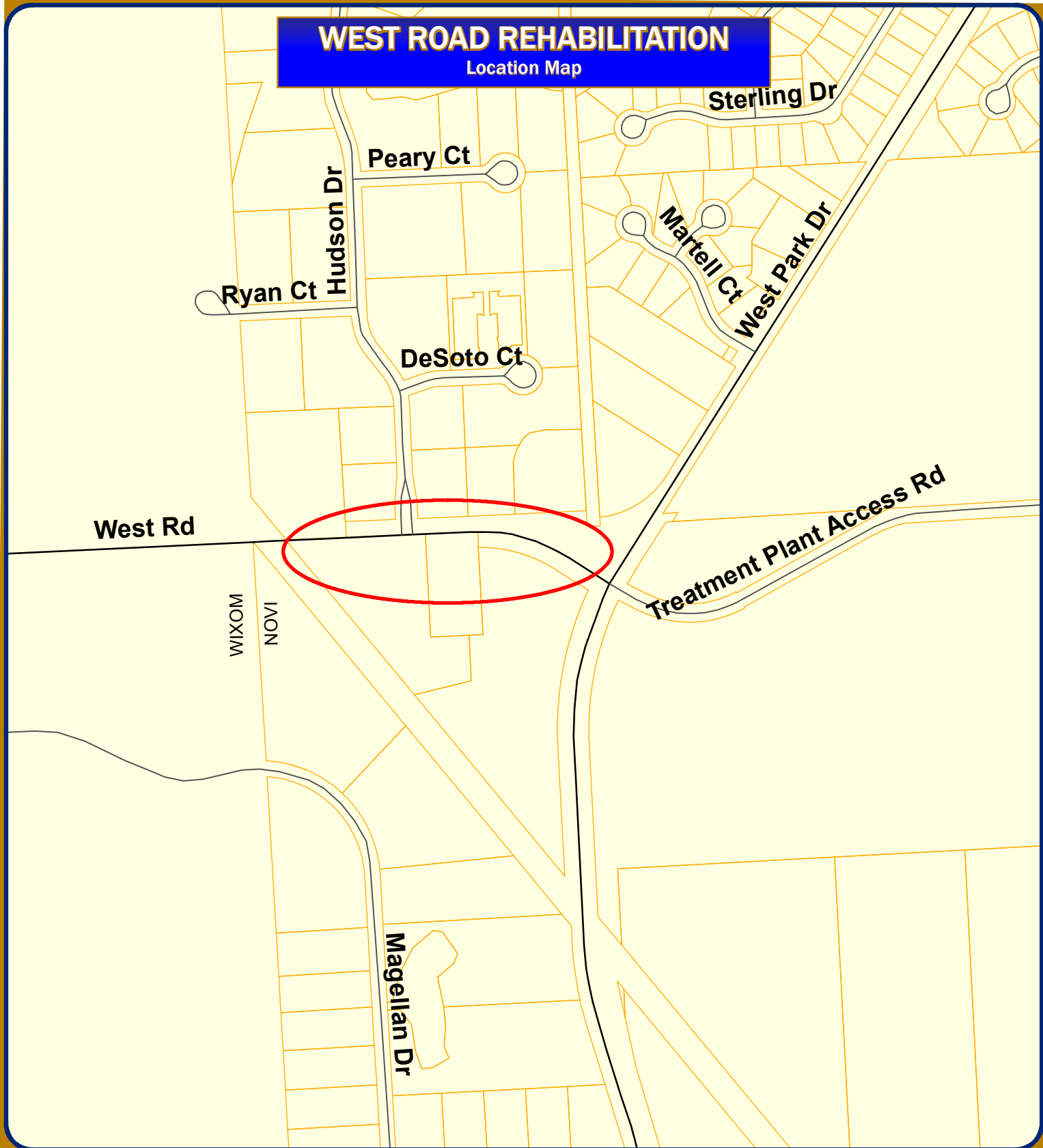
RECOMMENDED ACTION: Approval of the final payment to Asphalt Specialists, Inc. for the West Road Rehabilitation project in the amount of \$11,760.07, plus interest earned on retainage.

	1	2	Y	N
Mayor Gatt				
Council Member Burke				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

WEST ROAD REHABILITATION

Location Map



Map Author: Croy
Date: 8/12/14
Project: West Road Rehab
Version #: v2.0

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.



1 inch = 500 feet



City of Novi

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

WEST ROAD REHABILITATION – WEST PARK DRIVE TO CITY LIMITS (CSX RAILROAD)



West Road – Looking west from West Park Drive. Joint Repairs and long patches.



West Road – Looking east from City Limits (CSX Railroad). Full Asphalt Rehabilitation.



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

October 19, 2015

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

**Re: West Road Rehabilitation – Asphalt Specialists, Inc.
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the West Road Rehabilitation Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety
5. Maintenance and Guarantee Bond

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order.

We note that the General Contractor has not provided a Waiver of Lien and receipt of final payment in the amount should be conditioned upon receipt of this Waiver of Lien.

Aaron Staup, Construction Engineering Coordinator
October 19, 2015
Page 2

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due This Payment = \$ 11,760.07

PURCHASE ORDER NO.

94457

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

APPLICATION FOR FINAL PAYMENT

PROJECT: West Road Rehabilitation	NOVI PROJECT NO.: 15-2302	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR: Asphalt Specialists, Inc. 1780 E. Highwood Pontiac, Michigan 48340 (248) 354-4570
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$153,511.05	ORIGINAL: June 18, 2015	FROM: August 12, 2015
REVISED: \$152,001.44	REVISED:	TO: October 7, 2015
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	GL# 202-202.00-365.674			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	Constr. Inspection "Crew Day"	CD	16.00	\$ 640.00	\$ 10,240.00	18.00	\$ 640.00	\$ 11,520.00				11.50	\$ 7,360.00	64%	
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ 8,000.00				1.00	\$ 8,000.00	100%	
2	Pre-Construction Audio-Visual	LS	1.00	\$ 1,500.00	\$ 1,500.00	0.00	\$ 1,500.00	\$ -				0.00			
3	Soil Erosion Control Measures	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%	
4	Maintaining Traffic	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	50.00	\$ 6.00	\$ 300.00	0.00	\$ 6.00	\$ -				0.00			
6	Pvmt Repair, Rem, Modified	SY	267.00	\$ 16.00	\$ 4,272.00	243.20	\$ 16.00	\$ 3,891.20				243.20	\$ 3,891.20	100%	
7	Remove Sidewalk	SY	33.00	\$ 7.00	\$ 231.00	37.00	\$ 7.00	\$ 259.00				37.00	\$ 259.00	100%	
8	Cold Mill HMA Pvmt, Special	SY	3707.00	\$ 6.00	\$ 22,242.00	4054.00	\$ 6.00	\$ 24,324.00				4054.00	\$ 24,324.00	100%	
9	Aggregate Base, 6-inch	SY	42.00	\$ 17.00	\$ 714.00	26.90	\$ 17.00	\$ 457.30				26.90	\$ 457.30	100%	
10	HMA, 5E1	TON	453.00	\$ 85.00	\$ 38,505.00	462.00	\$ 85.00	\$ 39,270.00				462.00	\$ 39,270.00	100%	
11	Interlayer	SY	3374.00	\$ 4.40	\$ 14,845.60	3287.44	\$ 4.40	\$ 14,464.74				3287.44	\$ 14,464.74	100%	
12	HMA Surface Repair	SY	736.00	\$ 18.00	\$ 13,248.00	345.00	\$ 18.00	\$ 6,210.00				345.00	\$ 6,210.00	100%	
13	Pvmt Panel Replacement	SY	242.00	\$ 60.00	\$ 14,520.00	233.20	\$ 60.00	\$ 13,992.00				233.20	\$ 13,992.00	100%	
14	Longitudinal Joint Repair	LF	63.00	\$ 82.00	\$ 5,166.00	34.00	\$ 82.00	\$ 2,788.00				34.00	\$ 2,788.00	100%	
15	Transverse Joint Repair	LF	40.00	\$ 95.00	\$ 3,800.00	16.00	\$ 95.00	\$ 1,520.00				16.00	\$ 1,520.00	100%	
16	ADA Ramp, Conc, 6-inch	SF	298.00	\$ 10.00	\$ 2,980.00	242.00	\$ 10.00	\$ 2,420.00				242.00	\$ 2,420.00	100%	
17	ADA Detectable Warning Plate	SF	48.00	\$ 18.00	\$ 864.00	48.00	\$ 18.00	\$ 864.00				48.00	\$ 864.00	100%	
18	Joint and Crack Cleanout, Modified	LF	150.00	\$ 5.00	\$ 750.00	140.00	\$ 5.00	\$ 700.00				140.00	\$ 700.00	100%	
19	Pvmt Mrkg, White, 4-inch	LF	274.00	\$ 0.60	\$ 164.40	2390.00	\$ 0.60	\$ 1,434.00				2390.00	\$ 1,434.00	100%	
20	Pvmt Mrkg, White, 6-inch	LF	1659.00	\$ 0.75	\$ 1,244.25	0.00	\$ 0.75	\$ -				0.00			
21	Pvmt Mrkg, Yellow, 4-inch	LF	2538.00	\$ 0.60	\$ 1,522.80	3722.00	\$ 0.60	\$ 2,233.20				3722.00	\$ 2,233.20	100%	
22	Pvmt Mrkg, Yellow, 12-inch	LF	90.00	\$ 4.00	\$ 360.00	52.00	\$ 4.00	\$ 208.00				52.00	\$ 208.00	100%	
23	Pvmt Mrkg, Stop Bar, 24-inch	LF	50.00	\$ 9.00	\$ 450.00	46.00	\$ 9.00	\$ 414.00				46.00	\$ 414.00	100%	
24	Pvmt Mrkg, Lt-Turn Arrow Symb	EA	2.00	\$ 150.00	\$ 300.00	2.00	\$ 150.00	\$ 300.00				2.00	\$ 300.00	100%	
TOTAL THIS SHEET				\$	143,479.05	\$	131,249.44	\$	-	\$	131,249.44	100%			



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: West Road Rehabilitation

NOVI PROJECT NO.: 15-2302

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			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31	Parking lot Asphalt Repair	LS	0	0	1.00	\$ 10,720.00	\$ 10,720.00				1.00	\$ 10,720.00	100%
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	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 10,720.00		\$ -		\$ 10,720.00		
TOTAL FROM OTHER SHEETS					\$ 153,511.05		\$ 141,281.44		\$ -		\$ 141,281.44		
GRAND TOTAL					\$ 153,511.05		\$ 152,001.44		\$ -		\$ 152,001.44	100%	



CITY OF NOVI

PURCHASE ORDER NO.

94457

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Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: West Road Rehabilitation NOVI PROJECT NO.: 15-2302 PAYMENT NO.: FINAL

Original Contract Amount: \$ 153,511.05
 Change Orders: \$ (1,509.61) ✓
 Adjusted Contract Amount to Date: \$ 152,001.44
 Total Cost of Work Performed to Date: \$ 152,001.44

MINUS Retainage: \$ -
 MINUS Inspection "Crew Days":
 To Date 0% \$ -
 This Pay 11.50 \$ -
 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 152,001.44
 MINUS L.D.'s: # of days over = \$ -
 \$ amount/day = \$600

Subtotal: \$ 152,001.44 ✓
 ADD Incentive "Crew Days", if under: \$ 4,160.00
 Subtotal: \$ 156,161.44

MINUS Amount of Previous Payments:
 1 \$ 34,122.15 ✓
 2 \$ 90,464.74 ✓
 3 \$ 19,814.48 ✓
 4 \$ -
 5 \$ -
 6 \$ -
 7 \$ -
 8 \$ -
 9 \$ -
 10 \$ -

BALANCE DUE THIS PAYMENT: \$ 11,760.07 ✓

CHANGE ORDERS

No.	Date	Amount
1	June 1, 2015	\$ 10,720.00
2	July 27, 2015	\$ -
3	August 6, 2015	\$ (12,229.61)
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

TOTAL: \$ (1,509.61) ✓

Inspection "Crew Days" Allowed per Contract:	16.00
Additional "Crew Days" per Change Orders:	2.00
Total Inspection "Crew Days" Allowed:	18.00
Inspection "Crew Days" Used to Date:	11.50
Inspection "Crew Days" Remaining:	6.50

\$4160 From 202-202.00 - 805.674



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: West Road Rehabilitation

NOVI PROJECT NO.: 15-2302

PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Handwritten signature of Aaron J. Staup]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 10/9/15

Asphalt Specialists, Inc.
Contractor Company

Date: 10/8/2015

[Handwritten signature of Tom Bauerer]
Contractor Authorized Signature

By: Tom Bauerer
Print Name

Spalding DeDecker & Associates
Consultant Firm

Date: 10/8/2015

[Handwritten signature of Ghassan K. Dahoui]
Consultant Authorized Signature

By: GHASSAN K. DAHOUI
Print Name

[Handwritten signature of Brian Coburn]

By: Brian Coburn, PE., Engineering Senior Manager

Dated: 10/27/15

[] 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.

15055

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707**

Owner
Architect
Contractor
Surety
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. HGMW-10-177-0539

PROJECT: West Road Rehabilitation ASI #15-035
(name, address)

TO: (Owner)
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:
Asphalt Specialists Inc.
1780 E. Highwood
Pontiac, MI 48340

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Hudson Insurance Company
100 William Street, 5th Floor
New York, New York 10038

,SURETY COMPANY

on bond of (here insert name and address of Contractor)
Asphalt Specialists Inc.
1780 E. Highwood
Pontiac, Michigan 48340

,CONTRACTOR,

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

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

,OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **23rd** day of **September,** **2015**

Surety Company
Hudson Insurance Company
Kathleen M. Ireland

Signature of Authorized Representative

Attest:
(Seal):

Kathleen M. Ireland - Attorney-In-Fact

Title

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



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, 100038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Ireland, Ian J. Donald, Jennifer A. Gareffa of the State of Michigan

Its true and lawful Attorney(s)-in-Fact, at New York City in the State of 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, bid bonds for any and all purposes.

Such bid bonds, 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 signed, on this 4th day of February, 2014 at New York, New York.



Dina Daskalakis, Corporate Secretary

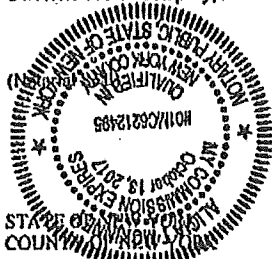
[Signature of Dina Daskalakis]

HUDSON INSURANCE COMPANY

By [Signature] Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 4th day of February, 2014 before me personally came Michael P. Gleeson 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 Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.



SS.

[Signature] ALICIA T. MCKINNEY Notary Public, State of New York No. 01MC6212495 Qualified in New York County Commission Expires October 13, 2017

CERTIFICATION

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 Company this 23rd day of September, 2015.



Form Bid 8 2010 (v3)

By [Signature] 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, Michigan, and described as follows: (Insert legal description from Notice of Commencement)

West Road Rehabilitation – ASI #15035

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	28,180.39	28,180.39	0.00
Cipparone	Concrete	31,580.70	31,580.70	0.00
Road Fabric	Road fabric	14,984.22	14,984.22	0.00
P.K. Contracting	Pavement marking	6,623.78	6,623.78	0.00
All labor, fringes, payroll taxes, and other payroll obligations paid in full				
TOTALS		81,369.09	81,369.09	0.0

(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.

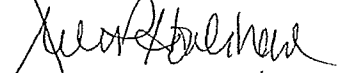
Deponent further says that he or she makes the foregoing statement as the (subcontractor) or as Agent of the (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of contraction 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 6th day of October, 2015


 My Commission expires: March 31, 2021

Notary Public, Oakland County Michigan

JULIE P. HOULIHAN
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF OAKLAND
 My Commission Expires March 31, 2021
 Acting in the County of Oakland

FULL UNCONDITIONAL WAIVER

I/we have a contract with Asphalt Specialist Inc.
(Other contracting party)

to provide Material Supplies

for the improvement to the property described as _____

West Road Rehab

ASI Job #15-035

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

Cadillac Asphalt LLC

By: Kathleen G. Phillips
(Signature of lien claimant)

Printed Name KATHLEEN G. PHILLIPS

Title Credit Manager

Address: 2575 S. Haggerty Rd. Suite 100

Canton, MI 48188

Telephone: 586-203-2616

Signed on: 10-7-15
(Date)

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

FULL UNCONDITIONAL WAIVER

I/we have a contract with Asphalt Specialist Inc.
(Other contracting party)

to provide Subcontractor Work

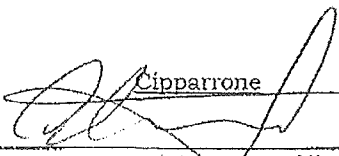
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West Road Rehab

ASI Job #15-035

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By: 
(Signature of lien claimant)
Printed Name Gabriel Cipparrone
Title Vice president

Address: 29200 Southfield Rd, Suite 100
Southfield, MI 48076

Telephone: 248-424-3888

Signed on: 10/12/15
(Date)

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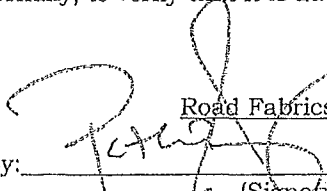
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By:  Road Fabrics Inc.
Printed Name Pat Wojtowicz (Signature of lien claimant)
Title MGR

Address: P.O. Box 87380
Carol Stream, IL 60188

Telephone: 630-293-3111

Signed on: 10-12-15
(Date)

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(Other contracting party)

to provide Subcontractor Work

for the improvement to the property described as _____

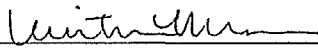
West Road Rehab

ASI Job #15-035

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P.K. Contracting, Inc.

By: 
(Signature of lien claimant)

Printed Name Kristen McDonald, Agent

Title _____

Address: 1965 Barrett Drive

Troy, MI 48084

Telephone: 248-362-2130

Signed on: 10/7/15
(Date)

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RETAIN A COPY.**

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Asphalt Specialists, Inc.
hereinafter called the "Principal", and Hudson Insurance Company

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

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of One Hundred Fifty Three, Five Hundred Eleven and 05/100s Dollars (\$ 153,511.05) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____ day of _____, for the construction of

West Road Rehabilitation

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

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

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

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

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



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

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

Signed and Sealed this 19th day of March, 2015,

In the Presence of:

WITNESS

Stephen A. Ziemer
Er MS

[Signature]

Meagan Kress

HGMW-10-177-0539

Bond No.

ASPHALT SPECIALISTS, INC.

[Signature]
Principal
Bruce Isena, Vice President

Title

Hudson Insurance Company

Surety *Jennifer A. Gareffa*
Title Jennifer A. Gareffa, Attorney-In-Fact

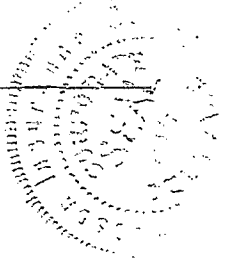
100 William Street, 5th Floor

Address of Surety

New York, NY 10038

City

Zip Code



CITY OF NOVI
Rev 12/3/09

February 2015