



CITY of NOVI CITY COUNCIL

Agenda Item G
April 15, 2019

SUBJECT: Approval of the final payment to Hutch Paving, Inc., for the Special Assessment District 179 (Holmes Road, Hemingway Drive, and Brownstone Drive within the Vistas of Novi PUD) project in the amount of \$34,734.11, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 34,734.11
AMOUNT BUDGETED	\$ 419,279
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-592.00-865.198

BACKGROUND INFORMATION:

Special Assessment District 179 was initiated by a formal petition signed by the Meadowbrook Townhomes Condominium co-owners, Tollgate Ravines Condominium Association Board of Directors and the owner of the Brownstones at the Vistas Apartments for the purposes of financing the reconstruction of Brownstone Drive, Hemingway Drive, and Holmes Road for dedication by the City pursuant to the Vistas PUD agreement and the corresponding site plans of the developments. The City intends to accept the three streets via resolution, contingent on their rehabilitation and financing by SAD 179.

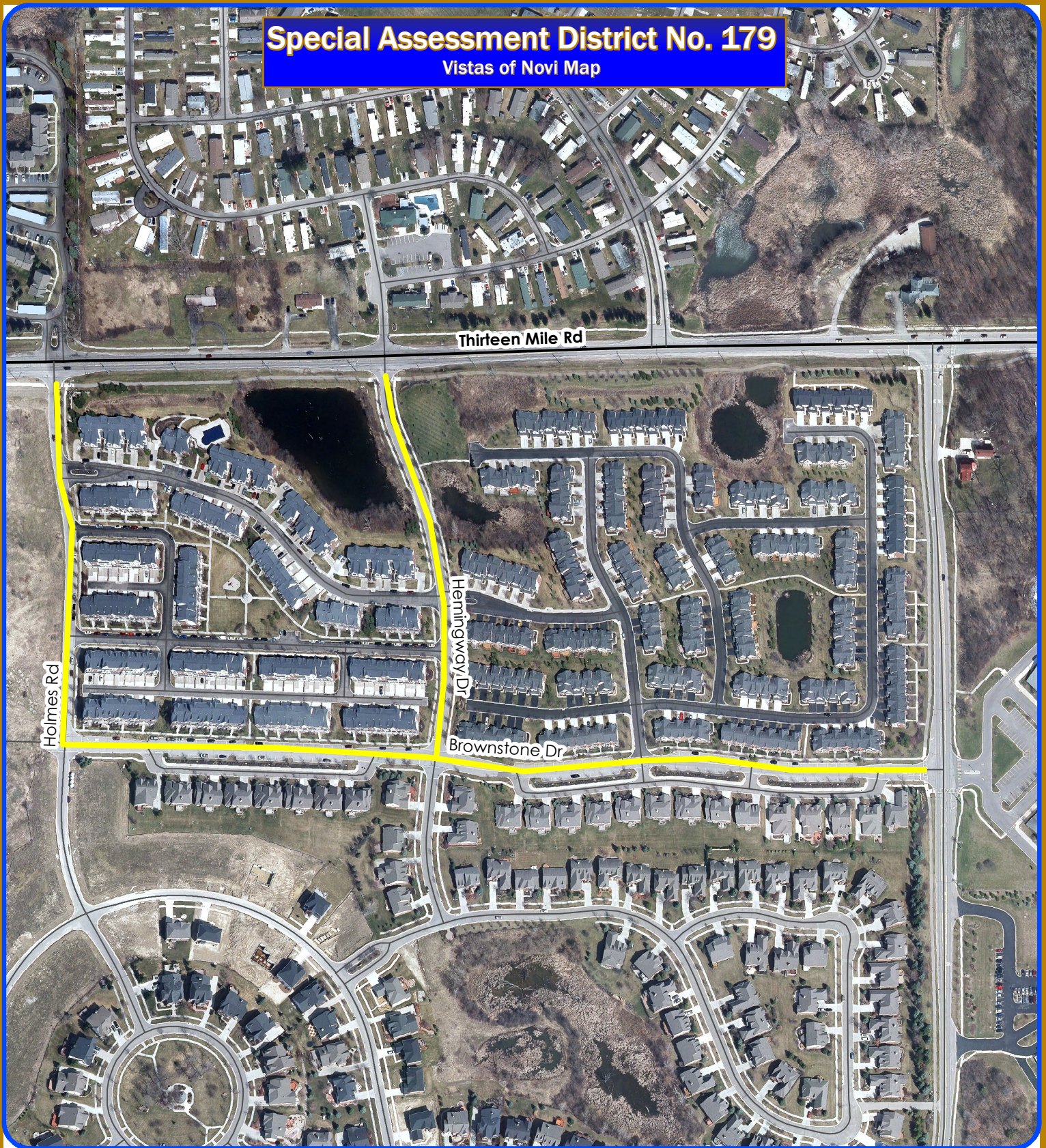
The construction contract was awarded for this project at the March 28, 2018 City Council meeting to Hutch Paving, Inc., in the amount of \$755,003.89. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$34,734.11 that is due the Contractor (Final Pay Estimate No. 5, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, March 19, 2019).

There was one (1) approved change order issued for this project resulting in an overall decrease of \$60,321.78 to the construction contract, or 8.0% under the awarded amount. The approved change order resulted in a final contract price of \$694,682.11.

RECOMMENDED ACTION: Approval of the final payment to Hutch Paving, Inc., for the Special Assessment District 179 (Holmes Road, Hemingway Drive, and Brownstone Drive within the Vistas of Novi PUD) project in the amount of \$34,734.11, plus interest earned on retainage.

Special Assessment District No. 179

Vistas of Novi Map

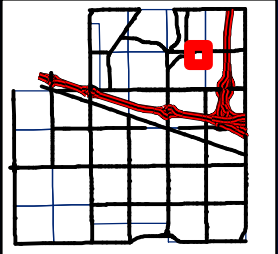
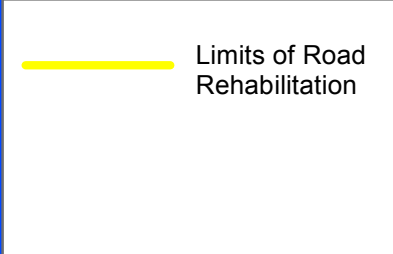


Map Author: Joseph Akers
 Date: February 26, 2018
 Project: SAD 179
 Version #: 1

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

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



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



1 inch = 306 feet



SAD-179 VISTAS OF NOVI ROADS REHABILITATION



BEFORE



AFTER

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 19, 2019

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

**Re: SAD 179 Vistas Pavement Rehab – Hutch Paving, Inc.
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the SAD 179 Vistas Pavement Rehab Project:

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

The closing documents appear to be in order. 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
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
George Melistas, Engineering Senior Manager
Megan Mikus, Public Works Budget Analyst
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 34,734.11

PURCHASE ORDER NO.

95445

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

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-179 Vistas Pavement Rehab **NOVI PROJECT NO.:** 17-4101 **PAYMENT NO.:** FINAL
CIP NO.: N/A

OWNER: City of Novi **ENGINEER:** Spalding DeDecker **CONTRACTOR:** Hutch Paving, Inc.
45175 W. Ten Mile Road 905 South Boulevard East 3000 East Ten Mile Road
Novi, Michigan 48375 Rochester, Michigan 48037 Warren, Michigan 48091
(248) 844-5400 (248) 514-6921

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

ORIGINAL: \$755,003.89 **ORIGINAL:** July 21, 2018 **FROM:** _____
REVISED: \$694,682.11 **REVISED:** _____ **TO:** _____
ACTUAL: _____

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	SAD-179 Vistas Pavement Rehab GL# 592-00-865.198			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		40.00	\$ 700.00	\$ 28,000.00	40.00	\$ 700.00	\$ 28,000.00				78.25	\$ 54,775.00	196%
1	Bonds, Insurance & Mobilization	LS		1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 15,000.00				1.00	\$ 15,000.00	100%
2	Pre-Construction Audio/Visual	LS		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
3	SESC 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	Temp Traffic Control Devices	LS		1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00				1.00	\$ 4,000.00	100%
5	Construction Protection Fencing	LF		300.00	\$ 5.00	\$ 1,500.00	0.00	\$ 5.00	\$ -				0.00		
6	Tree Protection Fencing	LF		100.00	\$ 5.00	\$ 500.00	0.00	\$ 5.00	\$ -				0.00		
7	HMA Surface, Remove, Modified	SY		13373.00	\$ 2.43	\$ 32,496.39	12747.81	\$ 2.43	\$ 30,977.18				12747.81	\$ 30,977.18	100%
8	Sidewalk, Remove	SF		4353.00	\$ 1.25	\$ 5,441.25	4296.50	\$ 1.25	\$ 5,370.63				4296.50	\$ 5,370.63	100%
9	Curb and Gutter, Conc, Remove	LF		2431.00	\$ 12.00	\$ 29,172.00	2279.10	\$ 12.00	\$ 27,349.20				2279.10	\$ 27,349.20	100%
10	Excavation, Earth	CY		833.00	\$ 22.00	\$ 18,326.00	280.68	\$ 22.00	\$ 6,174.96				280.68	\$ 6,174.96	100%
11	Subgrade Undercut (As Needed)	CY		450.00	\$ 35.00	\$ 15,750.00	403.00	\$ 35.00	\$ 14,105.00				403.00	\$ 14,105.00	100%
12	Underdrain, 6-inch w/Geo-wrap	LF		7769.00	\$ 15.00	\$ 116,535.00	7578.00	\$ 15.00	\$ 113,670.00				7578.00	\$ 113,670.00	100%
13	Str Rehab Type 1: Point-Up	EA		1.00	\$ 500.00	\$ 500.00	3.00	\$ 500.00	\$ 1,500.00				3.00	\$ 1,500.00	100%
14	Str Rehab Type 2: Cover Adjust	EA		27.00	\$ 500.00	\$ 13,500.00	22.00	\$ 500.00	\$ 11,000.00				22.00	\$ 11,000.00	100%
15	Str Rehab Type 3: Reconstruct	EA		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
16	Structure Cover, Type STM "A"	EA		26.00	\$ 500.00	\$ 13,000.00	0.00	\$ 500.00	\$ -				0.00		
17	Structure Cover, Type SAN	EA		1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ 1,000.00	\$ -				0.00		
18	Agg Base Course, Conditioning	SY		13373.00	\$ 0.55	\$ 7,355.15	13396.08	\$ 0.55	\$ 7,367.84				13396.08	\$ 7,367.84	100%
19	Agg Base, 12-inch, 21AA	SY		2499.00	\$ 9.90	\$ 24,740.10	599.56	\$ 9.90	\$ 5,935.64				599.56	\$ 5,935.64	100%
20	Agg Base, 6-inch, Limestone	SY		570.00	\$ 18.00	\$ 10,260.00	407.64	\$ 18.00	\$ 7,337.52				407.64	\$ 7,337.52	100%
21	Sidewalk, Conc, 4-inch	SF		2389.00	\$ 5.50	\$ 13,139.50	3524.12	\$ 5.50	\$ 19,382.66				3524.12	\$ 19,382.66	100%
22	ADA Ramp, Conc, 6-inch	SF		1969.00	\$ 6.00	\$ 11,814.00	1418.22	\$ 6.00	\$ 8,509.32				1418.22	\$ 8,509.32	100%
23	ADA Detectable Warning Plate	SF		367.00	\$ 9.50	\$ 3,486.50	301.00	\$ 9.50	\$ 2,859.50				301.00	\$ 2,859.50	100%
24	Curb and Gutter, Conc, Modified	LF		1888.00	\$ 23.50	\$ 44,368.00	2020.21	\$ 23.50	\$ 47,474.94				2020.21	\$ 47,474.94	100%

TOTAL THIS SHEET

\$ 389,883.89

\$ 336,014.39

\$ -

\$ 336,014.39

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-179 Vistas Pavement Rehab NOVI PROJECT NO.: 17-4101 PAYMENT NO.: FINAL
CIP NO.: N/A

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	SAD-179 Vistas Pavement Rehab GL# 592-592.00-865.198 Description of Item Unit			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
				Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	HMA, 5E1	TON	1471.00	\$ 93.00	\$ 136,803.00	1556.08	\$ 93.00	\$ 144,715.44				1556.08	\$ 144,715.44	100%	
26	HMA, 3C	TON	2207.00	\$ 93.00	\$ 205,251.00	2078.96	\$ 93.00	\$ 193,343.28				2078.96	\$ 193,343.28	100%	
27	Hand Patching	TON	10.00	\$ 200.00	\$ 2,000.00	7.21	\$ 200.00	\$ 1,442.00				7.21	\$ 1,442.00	100%	
28	Sign, Stop, R1-1 (30"), Complete	EA	4.00	\$ 350.00	\$ 1,400.00	1.00	\$ 350.00	\$ 350.00				1.00	\$ 350.00	100%	
29	Pvmt Mrkg, "ONLY" Symbol	EA	5.00	\$ 250.00	\$ 1,250.00	5.00	\$ 250.00	\$ 1,250.00				5.00	\$ 1,250.00	100%	
30	Pvmt Mrkg, Left Turn Arrow	EA	4.00	\$ 75.00	\$ 300.00	4.00	\$ 75.00	\$ 300.00				4.00	\$ 300.00	100%	
31	Pvmt Mrkg, Right Turn Arrow	EA	1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00	\$ 100.00				1.00	\$ 100.00	100%	
32	Pvmt Mrkg, Stop Bar, 18-inch	LF	120.00	\$ 20.00	\$ 2,400.00	84.00	\$ 20.00	\$ 1,680.00				84.00	\$ 1,680.00	100%	
33	Pvmt Mrkg, White, 4-inch	LF	789.00	\$ 1.50	\$ 1,183.50	795.00	\$ 1.50	\$ 1,192.50				795.00	\$ 1,192.50	100%	
34	Pvmt Mrkg, Yellow, 4-inch	LF	3955.00	\$ 1.50	\$ 5,932.50	3863.00	\$ 1.50	\$ 5,794.50				3863.00	\$ 5,794.50	100%	
35	Restoration	LS	1.00	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	\$ 8,500.00				1.00	\$ 8,500.00	100%	
TOTAL FROM THIS SHEET					\$ 365,120.00			\$ 358,667.72			\$ -		\$ 358,667.72		
TOTAL FROM OTHER SHEET					\$ 389,883.89			\$ 336,014.39			\$ -		\$ 336,014.39		
SUBTOTAL					\$ 755,003.89			\$ 694,682.11			\$ -		\$ 694,682.11	100%	



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-179 Vistas Pavement Rehab NOVI PROJECT NO.: 17-4101 PAYMENT NO.: FINAL
 CIP NO.: N/A

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	%
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	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -				\$ -		
TOTAL FROM OTHER SHEETS					\$ 755,003.89	\$ 694,682.11	\$ -				\$ 694,682.11		
GRAND TOTAL					\$ 755,003.89	\$ 694,682.11	\$ -				\$ 694,682.11	100%	



CITY OF NOVI

PURCHASE ORDER NO.

95445

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-179 Vistas Pavement Rehab NOVI PROJECT NO.: 17-4101 PAYMENT NO.: FINAL
CIP NO.: N/A

Original Contract Amount: \$ 755,003.89

Change Orders: \$ (60,321.78)

Adjusted Contract Amount to Date: \$ 694,682.11

Total Cost of Work Performed to Date: \$ 694,682.11

MINUS Retainage: 0% \$ -

MINUS Inspection "Crew Days": To Date 78.25 \$ 26,775.00
This Pay 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 667,907.11

MINUS L.D.'s: # of days over = \$ -
\$ amount/day = \$1,300

Subtotal: \$ 667,907.11

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

Subtotal: \$ 667,907.11

MINUS Amount of Previous Payments: \$ 633,173.00

1 \$ 172,526.79
2 \$ 178,440.22
3 \$ 262,825.96
4 \$ 19,380.03
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT: \$ 34,734.11

CHANGE ORDERS

No.	Date	Amount
1	September 4, 2018	\$ (60,321.78)
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (60,321.78)

Inspection "Crew Days" Allowed per Contract:	40.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	40.00
Inspection "Crew Days" Used to Date:	78.25
Inspection "Crew Days" Remaining:	-38.25



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: SAD-179 Vistas Pavement Rehab NOVI PROJECT NO.: 17-4101 PAYMENT NO.: FINAL
CIP NO.: N/A

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

Michael Hulderman

Hutch Paving, Inc.
CONTRACTOR - Electronic Signature Certification

Aaron J. Staup
Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering
Division, email=astaup@cityofnovi.org, c=US
Date: 2019.03.18 11:25:21 -04'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Ghassan K. Dahoui Ghassan K. Dahoui
Mar 18 2019 11:18 AM

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

George D. Melistas
Digitally signed by George Melistas
DN: cn=George Melistas, o=City of Novi, ou=Engineering
Division, email=gmelistas@cityofnovi.org, c=US
Date: 2019.03.18 11:36:31 -04'00'

George D. Melistas, Engineering Senior Manager
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.

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

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: RCB0017575

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City Of Novi
26300 Lee BeGole Drive
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: 04 / 19 / 2018

PROJECT:
(Name and Address)
Vistas of Novi SAD 179 - Pavement Rehabilitation

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

RLI Insurance Company
9100 South Hills Blvd
Broadview Heights, OH 44147

, SURETY COMPANY,

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

HUTCH PAVING, INC.
3000 E. 10 Mile Road
Warren, MI 48091

, 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
26300 Lee BeGole Drive
Novi, MI 48375


, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this November 29, 2018

Attest: 
Seal _____

RLI Insurance Company
Surety Company


Signature of Authorized Representative
Donald W. Burden, Title, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, Stephanie A. Dinco, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 16th day of April, 2018.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 16th day of April, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 19th day of November, 2018.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number RCB0017575 effective March 30, 2018 Issued by RLI Insurance Company in the amount of \$755,003.89 on behalf of Hutch Paving, Inc as Principal and in favor of City of Novi as Oblige

Now, Therefore, it is agreed that:

The Maintenance Bond Amount has Decreased to:

\$694,682.11

From

\$755,003.89

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 29th day of November, 2018.

Signed, sealed and dated this 29th day of November, 2018

Hutch Paving, Inc
(Principal)

RLI Insurance Company
(Surety)

By: 
Michael Campbell

By: 
Donald W. Burden, Attorney-in-Fact

Accepted By:
President
11-29-18

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, Stephanie A. Dinco, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 16th day of April, 2018.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 16th day of April, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 24th day of November, 2018.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary





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 MACOMB

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

SALES ENGINEER of the HUTCH PAVING INC
(Title) (Firm Name)

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

ASPHALT & CONCRETE WORK

(Description of Improvement)

located at: VISTAS OF NOVI, 29168 HEMINGWAY DRIVE, NOVI, MI 48377

The total amount of the contract is \$633,173.00 of which I have received payment of \$633,173.00 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

Signed this 19th day of FEBRUARY, 2019

Name: MICHAEL HULDERMAN, SALES ENGINEER OF HUTCH PAVING INC
(individual/corporation/partnership)

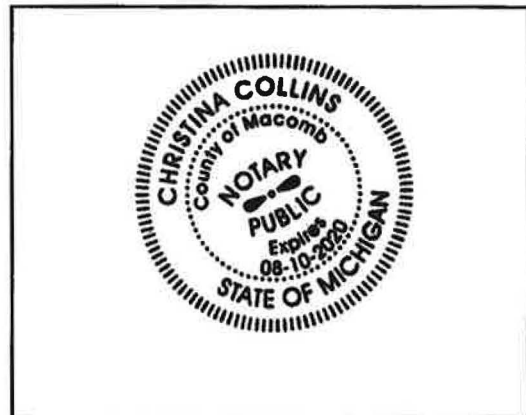
By: 
(Name)

Attest: 
(Title)

Subscribed and sworn to before me this 19th day of FEBRUARY, 2019

Notary Public: 
My Commission Expires 8/10/2020

NOTARY SEAL





FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HUTCH PAVING INC to provide
(Prime Contracting Party)

Asphalt Material for the improvement of the property
(Type of service)

described as VISTAS OF NOVI
(Project Name)

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: 2-11-19 K. Phillips
(Signature of Lien Claimant)

Kathleen G. Phillips
(Printed Name of Lien Claimant)

Credit Manager
(Title of Lien Claimant)

Company Name: Cadillac Asphalt LLC

Address: 51777 W 12 Mile Rd, Wixom, MI 48393

Telephone: 248-215-0351

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

18-4710



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HUTCH PAVING INC to provide
(Prime Contracting Party)

TRUCKING for the improvement of the property
(Type of service)

described as VISTAS OF NOVI
(Project Name)

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: 2/11/19

Jamie L. Lindley
(Signature of Lien Claimant)

JAMIE L. LINDLEY
(Printed Name of Lien Claimant)

OFFICE MANAGER
(Title of Lien Claimant)

Company Name: DANI'S TRANSPORT INC.

Address: 5700 ROADWAY RD, S. ROLKWOOD MI 48179

Telephone: (724) 379-9100

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HUTCH PAVING INC to provide
(Prime Contracting Party)

_____ for the improvement of the property
(Type of service)

described as VISTAS OF NOVI
(Project Name)

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: 3/13/19 Ann Stein
(Signature of Lien Claimant)

Ann Stein
(Printed Name of Lien Claimant)

Agent
(Title of Lien Claimant)

Company Name: _____

Address: _____ P.K. Contracting
1965 Barrett Dr.

Telephone: _____ Troy, MI 48084
248-362-2130

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HUTCH PAVING INC to provide
(Prime Contracting Party)

site restoration for the improvement of the property
(Type of service)

described as VISTAS OF NOVI
(Project Name)

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: 3/13/19

Jodi P. Kniestadt
(Signature of Lien Claimant)

Jodi Kniestadt
(Printed Name of Lien Claimant)

VP
(Title of Lien Claimant)

Company Name: PJ Striping Company

Address: 8237 Reese Ln. Ann Arbor, MI 48103

Telephone: 734-709-0657

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HUTCH PAVING INC to provide
(Prime Contracting Party)

CONCRETE MATERIALS for the improvement of the property
(Type of service)

described as VISTAS OF NOVI
(Project Name)

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: 2/11/19 Theresa Russell
(Signature of Lien Claimant)

Theresa Russell
(Printed Name of Lien Claimant)

AGENT
(Title of Lien Claimant)

Company Name: Superior Materials, LLC

Address: PO Box 2900, Farmington Hills, MI 48333

Telephone: (248) 788-8000

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