



CITY of NOVI CITY COUNCIL

Agenda Item I
April 10, 2017

SUBJECT: Approval of the final payment to Mattioli Cement Company, LLC for the 2016 Neighborhood Road Program-Contract 1 (Dunbarton Pines Subdivision streets) project in the amount of \$26,506.02, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: PK

EXPENDITURE REQUIRED	\$ 26,506.02
AMOUNT BUDGETED	\$ 551,550
LINE ITEM NUMBER	203-203.00-865.436

BACKGROUND INFORMATION: \

The 2016 Neighborhood Road Program was awarded in three separate contracts. The Dunbarton Pines Subdivision (Contract 1) streets were designed over the winter and spring months for a construction start during the spring of 2016. This contract involved reconstruction of Dunbarton Drive, Eaton Court and Alton Court and rehabilitation of Huntingcross Drive.

The construction contract was awarded for this project at the June 6, 2016 City Council meeting to Mattioli Cement Company, LLC in the amount of \$548,818.

Engineering staff worked with the engineering consultant for this project, AECOM-Great Lakes (fka URS Corporation), to review and verify the final contract payment amount of \$26,506.02 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's March 13, 2017 letter).

There were two (2) approved change orders issued for this project resulting in a net decrease of \$18,697.64 from the construction contract, or 3.4% under the awarded amount. The approved change orders resulted in a final contract price of \$530,120.36.

RECOMMENDED ACTION: Approval of the final payment to Mattioli Cement Company, LLC for the 2016 Neighborhood Road Program-Contract 1 (Dunbarton Pines Subdivision streets) project in the amount of \$26,506.02, plus interest earned on retainage.

2016 NRP Concrete Location Map



Map Author: A. Wayne
Date: 4/18/2016
Project:
Version #:

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 photos available to the people of the City of Novi. Boundary measurements and area calculations are approximations and should not be construed as survey measurements performed by a licensed Michigan surveyor as defined in Michigan Public Act 322 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

- Map Legend**
- 2016 NRP Contract 1
 - 2016 NRP Contract 1 CO
 - 2016 NRP Contract 2



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



2016 NRP Contract 1

Location Map



Map Author: A. Wayne
Date: 4/1/2016
Project:
Version #:

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.

Map Legend

-  2016 NRP Contract 1 Roads
-  Freeway
-  Minor Road
-  Major Public Streets



City of Novi

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



1 inch = 200 feet



2016 NRP – Concrete Streets – Contract 1 (Dunbarton Sub)



At the intersection of Huntingcross and Eaton Ct., Looking south.



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@jrslaw.com

www.jrslaw.com

March 13, 2017

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

**Re: 2016 Neighborhood Roads – Concrete – Contract 1
Mattioli Cement Company, LLC
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for 2016 Neighborhood Roads – Concrete – Contract 1:

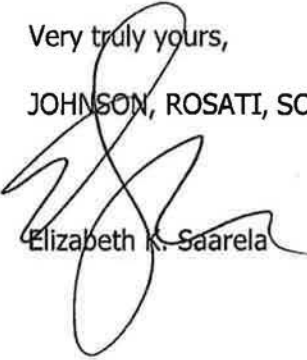
1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The original Maintenance Bond is sufficient to cover the reduced contract amount. The General Contractor has also provided its Full Unconditional Waiver of Lien.

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 K. Saarela

March 13, 2017

Page 2

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
George Melistas, Engineering Senior Manager (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due This Payment - \$ 28,608.02

PURCHASE ORDER NO.

94820

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2016 NRP - Concrete - Contract 1	NOVI PROJECT NO.: 16-2101	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: AECOM 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: Mattiol. Cement Company, LLC 6085 McGuire Fenton Michigan 48430 (313) 215-1001
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$548,818.00	ORIGINAL: October 1, 2016	FROM: September 26, 2016
REVISED: \$530,120.36	REVISED: September 15, 2016	TO: January 4, 2017

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	BASE BID & ALTERNATE 1 G/L# 203-203.00-885.438 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	40.00	\$ 640.00	\$ 25,600.00	40.00	\$ 640.00	\$ 25,600.00				40.00	\$ 25,600.00	100%
1	Mobilization (10% Max.)	LS	1.00	\$ 41,000.00	\$ 41,000.00	1.00	\$ 41,000.00	\$ 41,000.00				1.00	\$ 41,000.00	100%
2	Maintaining Traffic	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
3	Erosion Control, Silt Fence	LF	1835.00	\$ 1.00	\$ 1,835.00	0.00	\$ 1.00	\$ -				0.00		
4	Erosion Control, Inlet Protection	EA	21.00	\$ 150.00	\$ 3,150.00	21.00	\$ 150.00	\$ 3,150.00				21.00	\$ 3,150.00	100%
5	Surface Restoration	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
6	Pre-Construction Audio-Visual	LS	1.00	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00	\$ 3,800.00				1.00	\$ 3,800.00	100%
7	Dr. Structure, Adjust, Case 2	EA	14.00	\$ 700.00	\$ 9,800.00	9.00	\$ 700.00	\$ 6,300.00				9.00	\$ 6,300.00	100%
8	Point-Up Drainage Structure	EA	3.00	\$ 200.00	\$ 600.00	0.00	\$ 200.00	\$ -				0.00		
9	Reconstruct Drainage Structure	VF	17.00	\$ 200.00	\$ 3,400.00	1.00	\$ 200.00	\$ 200.00				1.00	\$ 200.00	100%
10	Underdrain, Subgrade, 6-inch	LF	3370.00	\$ 15.00	\$ 50,550.00	2884.00	\$ 15.00	\$ 43,260.00				2884.00	\$ 43,260.00	100%
11	Subgrade Undercutting, Type II	CY	110.00	\$ 50.00	\$ 5,500.00	14.26	\$ 50.00	\$ 713.00				14.26	\$ 713.00	100%
12	Remove Concrete Pavement	SY	5519.00	\$ 9.00	\$ 49,671.00	5570.94	\$ 9.00	\$ 50,136.46				5570.94	\$ 50,136.46	100%
13	Aggregate Base, 21AA, 8-inch	SY	5367.00	\$ 9.00	\$ 57,303.00	5570.94	\$ 9.00	\$ 50,136.46				5570.94	\$ 50,136.46	100%
14	Roadway Grading	STA	18.00	\$ 1,000.00	\$ 18,000.00	18.00	\$ 1,000.00	\$ 18,000.00				18.00	\$ 18,000.00	100%
15	Pavement Repair, Removal	SY	1235.00	\$ 9.00	\$ 11,115.00	1153.25	\$ 9.00	\$ 10,379.25				1153.25	\$ 10,379.25	100%
16	Conc Pavt, Full Depth Slab Repair	SY	1080.00	\$ 40.00	\$ 43,200.00	1092.64	\$ 40.00	\$ 43,705.60				1092.64	\$ 43,705.60	100%
17	Longit Joint Repair, 30", Full Depth	SY	83.00	\$ 49.00	\$ 4,067.00	60.61	\$ 49.00	\$ 2,969.89				60.61	\$ 2,969.89	100%
18	Reseal Joints, Hot-Poured Rubber	LF	1296.00	\$ 1.25	\$ 1,620.00	1200.00	\$ 1.25	\$ 1,500.00				1200.00	\$ 1,500.00	100%
19	Crack Sealing, Conc Pavement	LF	500.00	\$ 1.25	\$ 625.00	123.00	\$ 1.25	\$ 153.75				123.00	\$ 153.75	100%
20	Conc Pavt, w/ I-C, Non-Reinf, 7"	SY	5243.00	\$ 40.00	\$ 209,720.00	5570.94	\$ 40.00	\$ 222,837.60				5570.94	\$ 222,837.60	100%
21	Concrete Driveway	SY	474.00	\$ 63.00	\$ 29,862.00	442.45	\$ 63.00	\$ 27,874.35				442.45	\$ 27,874.35	100%

TOTAL THIS SHEET

\$ 548,818.00

\$ 530,120.36

\$ -

\$ 530,120.36

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2016 NRP - Concrete - Contract 1

NOVI PROJECT NO.: 16-2101

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	%
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -				\$ -		
TOTAL FROM OTHER SHEETS						\$ 548,818.00	\$ 530,120.36				\$ 530,120.36		
GRAND TOTAL						\$ 548,818.00	\$ 530,120.36				\$ 530,120.36		100%



CITY OF NOVI

PURCHASE ORDER NO.

94820

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2016 NRP - Concrete - Contract 1 **NOVI PROJECT NO.:** 16-2101 **PAYMENT NO.:** FINAL

Original Contract Amount: \$ 548,818.00

Change Orders: \$ (18,697.64)

Adjusted Contract Amount to Date: \$ 530,120.36

Total Cost of Work Performed to Date: \$ 530,120.36

MINUS Retainage:

MINUS Inspection "Crew Days": To Date \$ -
This Pay

Net Amt. Earned of Contract and Extra Work to Date: \$ 530,120.36

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

Subtotal: \$ 530,120.36

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

Subtotal: \$ 530,120.36

MINUS Amount of Previous Payments: \$ 503,614.34

1	\$	167,811.88
2	\$	179,106.74
3	\$	164,212.41
4	\$	2,683.31
5	\$	-
6	\$	-
7	\$	-
8	\$	-
9	\$	-
10	\$	-

BALANCE DUE THIS PAYMENT:

CHANGE ORDERS

No.	Date		Amount
1	September 18, 2016	\$	(18,106.39)
2	September 26, 2016	\$	(591.25)
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
TOTAL:		\$	(18,697.64)

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:	40 00
Inspection "Crew Days" Remaining	0 00



CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5658

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2016 NRP - Concrete - Contract 1

NOVI PROJECT NO.: 16-2101

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

Mattioli Cement Company, LLC
CONTRACTOR - Electronic Signature Certification

Aaron Staup, Construction Engineering Coordinator
Electronic Signature Certification

AECOM
CONSULTANT - Electronic Signature Certification

George Melistas, Senior Engineering 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

OWNER []
ARCHITECT []
CONTRACTOR []
SURETY []
OTHER []

Bond No. 54211268

PROJECT: 2016 Neighborhood Roads Program Concrete Roadways - Contract
(name, address) 1

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR: Mattioli Cement Co., LLC
6085 McGuire Rd.
Fenton, MI 48430

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)
United Fire & Casualty Company

PO Box 73909
Cedar Rapids, IA 52407

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)
Mattioli Cement Co., LLC
6085 McGuire Rd.
Fenton, MI 48430

, 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 Rd.
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 20 day of February 2017

United Fire & Casualty Company

Surety Company

Signature of Authorized Representative

Dan Cusenza

Title
Attorney-in-Fact

Attest:
(Seal):

Heather E. Brunoch



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JOHN T. FOSTER, OR LORI A. KING-CLYDE, OR JAMES N. SLEAR, OR DAN CUSENZA ALL INDIVIDUALLY OF LANSING

MI

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of October, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of October, 2015

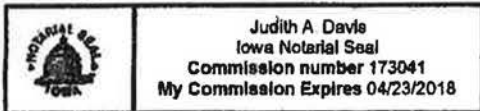
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:
 On 16th day of October, 2015, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 20 day of February, 2017



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF OAKLAND

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

member of the Mattioli Cement Co. LLC.
(Title) (Firm Name)

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

City of Novi NRP Concrete Contract 1
(Description of Improvement)

located at: 9 mile and Taft Rds

The total amount of the contract is \$530,120.36 of which I have received payment of \$503,614.34 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 15 day of Feb., 2017

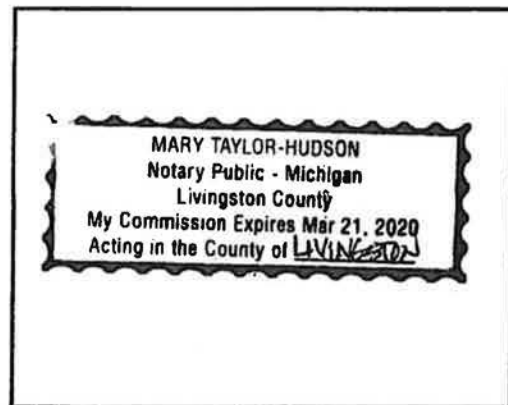
Name: [Signature]
(Individual/corporation/partnership)

By: Member (Title) Attest: Mattioli Council (Title)

Subscribed and sworn to before me this 15 day of FEBRUARY, 2017

Notary Public: Mary Taylor-Hudson

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Superior	Concrete	\$146,207	146,207	0 ✓	#DIV/0!	\$0.00
Milford Randy Mc	Concrete	\$22,642	22,642	0 ✓	#DIV/0!	\$0.00
Mich. Joint Sealing	Joint Sealing	\$13,742	13,742	0 ✓	#DIV/0!	\$0.00
Finish, and Video	Video	\$1,225	1,225	0 ✓	#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: _____

Work Completed to Date: _____

Plus: Extras to Contract: _____

Less: Total Retainage: _____

Total: Contract plus Extras: \$0.00

Less: Amount Previously Paid: \$0.00

Less: Credits to Contract: _____

Less: Amount of this Request: _____

Total: Adjusted Contract: \$0.00

Total Balance Due: \$0.00



30701 W. 10 Mile Rd. Suite 500
P.O. Box 2900
Farmington Hills, MI 48333-2900

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with MATTIOLI CEMENT CO LLC to provide ready mix concrete for the improvement to the property described as:

NOVI 2016 NEIGHBORHOOD ROAD PROGRAM

Having been fully paid and satisfied all 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.

SUPERIOR MATERIALS, LLC.

A handwritten signature in cursive script that reads "Suzanne Baiardi".

Suzanne Baiardi, Agent

Address: 30701 W. 10 Mile Rd. #500

PO Box 2900

Farmington Hills, MI 48333-2900

Telephone: (248) 788-8000

Signed on February 15, 2017



800 CONCRETE DRIVE
MILFORD, MICHIGAN 48381

Phone (248) 684-1465
Fax (248) 684-2150

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH John Mattioli
(other contracting party)

TO PROVIDE Concrete

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

City of Novi NRP Concrete Contract

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

Milford Redi-Mix Co.

(signature of lien claimant)

Keith C. Shorr, President

SIGNED ON: 2/15/2017

ADDRESS: 800 Concrete Dr.

Milford, MI 48381

TELEPHONE: 248-684-1465

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Mattisoli Cement Co. to provide
(Prime Contracting Party)

Joint Sealing for the improvement of the property
(Type of service)

described as City of Novi NRP Concrete Contract 1
(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: 2/15/17

Kimberly Swislock
(Signature of Lien Claimant)

Kimberly Swislock
(Printed Name of Lien Claimant)

P.O.A.
(Title of Lien Claimant)

Company Name: Michigan Joint Sealing, Inc.

Address: 28830 W. 8 Mile Ste 103 Farmington Hills, MI

Telephone: 248-476-4120 48336

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



FTPV #16125

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Matthews Cement Co. to provide
(Prime Contracting Party)

Video Taping for the improvement of the property
(Type of service)

described as NRP City of Novi Concrete Contract 1
(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: 2/15/17

**Cynthia Stirling
Hurley**

Digitally signed by Cynthia
Stirling Hurley
Date: 2017.02.15 15:09:26 -05'00'

(Signature of Lien Claimant)

Paid 7/25/16

Cynthia Hurley

(Printed Name of Lien Claimant)

Officer

(Title of Lien Claimant)

Company Name: Finishing Touch Photo & Video

Address: 25095 25 Mile Rd., Chesterfield, MI 48051

Telephone: 586.749.3340

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with City of Novi to provide
(Prime Contracting Party)

Concrete Work for the improvement of the property
(Type of service)

described as City of Novi NRP Concrete Contract 1
(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: Feb, 15, 2017 _____
(Signature of Lien Claimant)

Alfred Mattioli
(Printed Name of Lien Claimant)

member
(Title of Lien Claimant)

Company Name: Mattioli Cement Co. LLC.

Address: 6085 McGuire Rd Fenton MI 48430

Telephone: 313-215-1003

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