CITY OF NOVI CITY COUNCIL FEBRUARY 27, 2023



SUBJECT: Approval of the final payments to Pro-Line Asphalt Paving Corporation for the 2020 and 2021 Neighborhood Road Program – Asphalt Streets in the amount of \$68,819.99 and \$96,901.37, respectively, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 62,311.28 2020 NRP Asphalt (retainage)
	\$ 4,269.68 Lift Station Driveways (expenditure)
	\$ 2,239.03 Lift Station Driveways (retainage)
	\$ 68,819.99
	\$ 96,901.37 2021 NRP Asphalt (retainage)
AMOUNT BUDGETED	\$ 14,097.00 Lift Station Driveways
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	203-203.00-864.213 – 2020 NRP Asphalt
	592-592.00-976.053 – Lift Station Driveways
	101-442.10-981.009 – Fire Station #2 Parking Lot
	203-203.00-864.223 – 2021 NRP Asphalt
	592-592.00-976.053 – Lift Station Driveways
	202-202.00-865.183 – Lee BeGole Asphalt Cap

BACKGROUND INFORMATION:

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

The following streets were completed as part of the 2020 asphalt program: Cider Mill Boulevard, Graham Lane, Greenwich Drive, Holyoke Lane, Holyoke Court, Nantucket Drive,

Salem Court, Aberdeen Drive, Cheltenham Drive, Shilo Drive, Shilo Court, and Wellesley Court (via Change Order).

The following streets were completed as part of the 2021 asphalt program: Duchess Court, Harvest Drive, Hickory Grove Lane, Hickory Grove Court, High Meadow Drive, Russet Lane, Winthrop Drive, Winthrop Court, Greening Drive, Jonathan Drive, Myrtle Court (via Change Order), Catherine Industrial Drive (via Change Order), Twain Place (via Change Order), and Cummings Lane (via Change Order).

In 2020, two other divisions were added to this contract. 1) rehabilitating the asphalt access drives to five different sanitary lift stations located throughout the City; and 2) the reconstruction of the eastern asphalt parking lot at Fire Station No. 2, located at 13 Mile Road, just west of Novi Road.

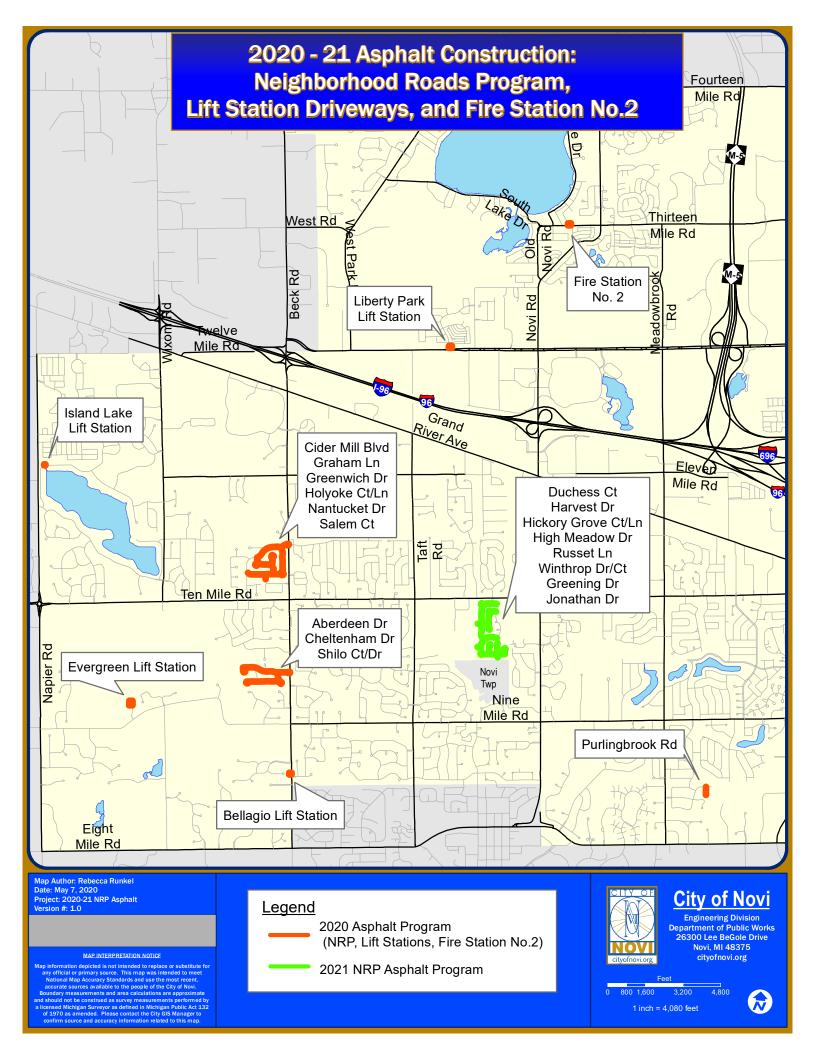
In 2021, two more divisions were added to that contract. 1) spot milling the existing asphalt and placing a new 2-inch cap of asphalt on Lee BeGole Drive from 11 Mile Road, north to the end; and 2) the reconstruction of the access drive to the Country Place sanitary lift station near 8 Mile and Meadowbrook Roads.

This two-year construction contract was awarded at the May 18, 2020 City Council meeting to Pro-Line Asphalt Paving Corporation, in the amount of \$4,481,246.80. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amounts of \$68,819.99 (2020) and \$96,901.37 (2021) that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, February 6, 2023).

For the 2020 program, there were six (6) approved change orders issued resulting in an increase of \$20,948.33 or 0.82% over the awarded amount. The approved change orders resulted in a final contract price of \$2,586,281.93 for the 2020 contract.

For the 2021 program, there were six (6) approved change orders issued resulting in an increase of \$1,924,625.23 or 99.91% over the awarded amount. The approved change orders resulted in a final contract price of \$3,851,026.43 for the 2021 contract.

RECOMMENDED ACTION: Approval of the final payments to Pro-Line Asphalt Paving Corporation for the 2020 and 2021 Neighborhood Road Program – Asphalt Streets in the amount of \$68,819.99 and \$96,901.37, respectively, plus interest earned on retainage.



2020 NEIGHBORHOOD ROAD PROGRAM - ASPHALT STREETS



Greenwood Oaks Sub - Nantucket Drive - Pre-Construction



Greenwood Oaks Sub - Nantucket Drive - First Lift of Asphalt



Greenwood Oaks Sub - Greenwich Drive - Pre-Construction



Greenwood Oaks Sub - Greenwich Drive - Completion of the first asphalt lift



Greenwood Oaks Sub - Shilo Drive/Shilo Court - Pre-Construction



Greenwood Oaks Sub - Shilo Drive - Completion of the first lift of asphalt

2021 NEIGHBORHOOD ROAD PROGRAM - ASPHALT STREETS



Brookhaven Subdivision - Myrtle Court off 10 Mile Road - Pre-Construction



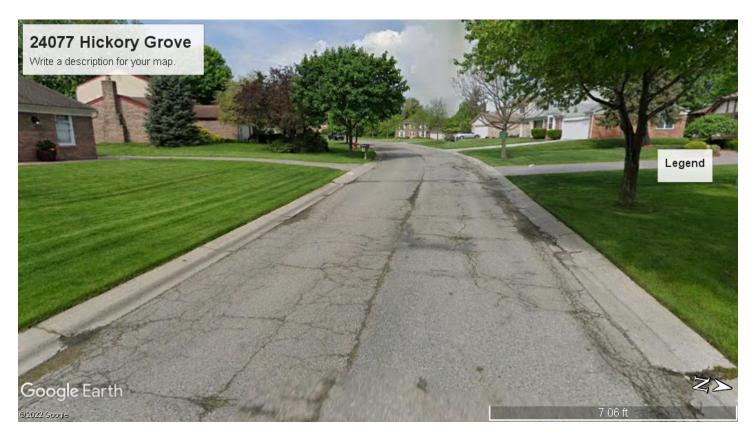
Brookhaven Subdivision - Myrtle Court off 10 Mile - Completed



Orchard Ridge Subdivision - Harvest Drive - Pre-Construction



Orchard Ridge Subdivision - Harvest Drive - Completed



Orchard Ridge Subdivision – Hickory Grove – Pre-Construction



Orchard Ridge Subdivision - Hickory Grove - Completed

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



February 6, 2023

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

Re: 2020-2021 Neighborhood Roads — Asphalt — Pro-line Asphalt Paving

Corp.

Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the 2020-2021 Neighborhood Roads Project:

- 1. Applications for Final Payment
- 2. Contractor's Sworn Statements
- 3. Waivers of Lien
- 4. Consent of Surety to Final Payment
- Maintenance Bond Rider

The closing documents appear to be in order. The Maintenance Bond has been increased to include the 2021 project year and is adequate for the final project cost. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)

Ben Croy, City Engineer (w/Enclosure)

Megan Mikus, Deputy Director of Public Works (w/Enclosure)

Thomas R. Schultz, Esquire (w/Enclosure)

Balance Due This Payment = \$ 68,819.99

REVISED:

PURCHASE ORDER NO.

96233

26300 Lee BeGole Dr. Novi, Michigan 48375

Tel: (248) 347-0454 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - ASPHALT STREETS NOVI PROJECT NO.: PAYMENT NO.: FINAL

CIP NO.: 102-01, WTS026, LOT018

OWNER: City of Novi ENGINEER: **OHM Advisors** CONTRACTOR: Pro-Line Asphalt Paving Corp. 45175 W. Ten Mile Road 34000 Plymouth Road 11797 29 Mile Road

Novi, Michigan 48375 Livonia, Michigan 48150 Washington, Michigan 48095 (734) 522-6711 (586) 752-7730

CONTRACT AMOUNT FINAL COMPLETION DATES DATES OF ESTIMATE

ORIGINAL: \$2,565,333.60 ORIGINAL: November 1, 2020 FROM: July 1, 2022

REVISED: \$2,586,281.93 ACTUAL: TO: October 30, 2022

SECTION 1. COST OF COMPLETED WORK TO DATE

Item	<u>DIVISION 1 - BASE BID</u> GL# 203-203,00-864,213		CONTRACT ITEMS (Original)		С	ONTRACT ITEMS	S (Revised)		THIS PERIOD			T	OTAL TO DATE			
No.	Description of Item	Unit	Quantity	Co	st/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity		Amount	%
0	Crew Days - Division 1 - Base Bid	CD	125.00	\$	700.00	\$ 87,500.00	101.00	\$ 700.00	\$ 70,700.00				101.00	\$	70,700.00	100%
0	Crew Days - Division 2 - Alt. Streets	CD	0.00	\$	700.00		0.00	\$ 700.00	\$				0.00			
0	Crew Days - Division 3 - Lift Stations	CD	8.00	\$	700.00	\$ 5,600.00	8.00	\$ 700.00	\$ 5,600.00				3.50	\$	2,450.00	44%
0	Crew Days - Division 4 - Fire Sta. 2	CD	8.00	\$	700.00	\$ 5,600.00	2.00	\$ 700.00	\$ 1,400.00				2.00	\$	1,400.00	100%
0	Crew Days - Division 5	CD	0.00	\$	700.00		0.00	\$ 700.00	\$ -				0.00			
	TOTAL CREW DAYS		141.00	\$	700.00	\$ 98,700.00	111.00	\$ 700.00	\$ 77,700.00	0.00			106.50	\$	74,550.00	96%
1	Mobilization, Max 5%	LS	1.00	\$ 15	50,000.00	\$ 150,000.00	1.00	\$ 158,000.00	\$ 158,000.00				1.00	\$	158,000.00	100%
2	Audio-Video Route Survey	LS	1.00	\$	5,000.00	\$ 5,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$	10,000.00	100%
3	Erosion Control	LS	1.00	\$ 1	10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$	10,000.00	100%
4	Dr Structure, Remove	EA	0.00	\$	750.00		0.00	\$ 750.00	\$ -				0.00			
5	Sewer, Remove, Less than 24-inch	LF	0.00	\$	25.00		0.00	\$ 25.00	\$ -				0.00			
6	Curb and Gutter, Remove	LF	1982.00	\$	10.00	\$ 19,820.00	6549.80	\$ 10.00	\$ 65,498.00				6549.80	\$	65,498.00	100%
7	Pavt, Remove, Modified	SY	29736.00	\$	5.00	\$ 148,680.00	32569.92	\$ 5.00	\$ 162,849.60				32569.92	\$	162,849.60	100%
8	Sidewalk, Remove, Modified	SY	539.00	\$	13.00	\$ 7,007.00	584.96	\$ 13.00	\$ 7,604.48				584.96	\$	7,604.48	100%
9	Excavation, Earth	CY	0.00	\$	40.00		0.00	\$ 40.00	\$ -				0.00			
10	Machine Grading	STA	0.00	\$	2,000.00		0.00	\$ 2,000.00	\$ -				0.00			
11	Subgrade Undercutting, Type II	CY	2675.00	\$	10.00	\$ 26,750.00	0.00	\$ 10.00	\$ -				0.00			
12	Aggregate Base, 4-inch	SY	564.00	\$	23.00	\$ 12,972.00	539.46	\$ 23.00	\$ 12,407.58				539.46	\$	12,407.58	100%
13	Aggregate Base, 6-inch	SY	12.00	\$	25.00	\$ 300.00	56.36	\$ 25.00	\$ 1,409.00				56.36	\$	1,409.00	100%
14	Aggregate Base, 8-inch, Modified	SY	0.00	\$	18.00		0.00	\$ 18.00	\$ -				0.00			
14A	Aggregate Base, 4-inch, Alternate	SY	29198.00	\$	10.50	\$ 306,579.00	10892.62	\$ 10.50	\$ 114,372.51				10892.62	\$	114,372.51	100%
14B	Aggregate Base, 8-inch, Non-Lime	SY	0.00	\$	16.00		0.00	\$ 16.00	\$ -				0.00			
14C	Geogrid, TriAx, 130S	SY	29198.00	\$	2.20	\$ 64,235.60	0.00	\$ 2.20	\$ -				0.00			
15	Maintenance Aggregate	TON	2000.00	\$	30.00	\$ 60,000.00	3289.58	\$ 30.00	\$ 98,687.40				3289.58	\$	98,687.40	100%
16	Geogrid, TriAx, 130S	SY	1334.00	\$	2.00	\$ 2,668.00	0.00	\$ 2.00	\$ -				0.00			
17	Geogrid, TriAx, 150	SY	1334.00	\$	3.00	\$ 4,002.00	0.00	\$ 3.00	\$				0.00			
18	Sewer, CI IV, 12-inch, Tr Det B	LF	0.00	\$	100.00		0.00	\$ 100.00	\$ -				0.00			
19	Dr Structure Cover, Type B	EA	0.00	\$	750.00		0.00	\$ 750.00	\$ -				0.00			
20	Dr Structure Cover, Type C	EA	0.00	\$	750.00		0.00	\$ 750.00	\$ -				0.00			
21	Dr Structure, 24-inch Dia.	EA	0.00	\$	2,500.00		0.00	\$ 2,500.00	\$ -				0.00			



SUBTOTAL

CITY OF NOVI

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

640,828.57

2,335,661.67 100%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - ASPHALT STREETS NOVI PROJECT NO.: 20-2101 PAYMENT NO.: FINAL

\$ 818,013.60

\$ 2,436,488.60

	SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item	DMISION 1 - BASE BID. CONTIN GL# 203-203.00-864,213	<u>IUED</u>	C	ONTRACT ITE	/IS (Original)		CONTRACT ITEM	IS (Revised)		THIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
22	Dr Structure, 48-inch Dia.	EA	0.00	\$ 3,500.0	0	0.00	\$ 3,500.00					0.00		
23	Dr Structure, Tap, 12-inch	EA	0.00	\$ 600.0	0	0.00	\$ 600.00					0.00		
24	Point-Up Dr Structure, Case 1	EA	45.00	\$ 400.0	0 \$ 18,000	.00 0.00	\$ 400.00					0.00		
25	Reconstruct Dr Structure, Case 2	VF	45.00	\$ 500.0	0 \$ 22,500	.00 0.80	\$ 500.00	\$ 400.00				0.80	\$ 400.00	100%
26	Adjust Dr Structure, Case 3	EA	15.00	\$ 850.0	0 \$ 12,750	.00 6.00	\$ 850.00	\$ 5,100.00				6.00	\$ 5,100.00	100%
27	Underdrain, Subgrade, 6-inch, Mod.	LF	19695.00	\$ 16.0	0 \$ 315,120	.00 20748.70	\$ 16.00	\$ 331,979.20				20748.70	\$ 331,979.20	100%
28	Cold Milling HMA Surface	SY	7128.00	\$ 3.0	0 \$ 21,384	.00 0.00	\$ 3.00					0.00		
29	Hand Patching	TON	100.00	\$ 150.0	0 \$ 15,000	.00 0.00	\$ 150.00					0.00		
30	HMA, 4E1	TON	4216.00	\$ 110.0	0 \$ 463,760	.00 4515.14	\$ 110.00	\$ 496,665.40				4515.14	\$ 496,665.40	100%
30A	HMA, 4E1, Additional Thickness	TON	0.00	\$ 110.5	0	0.00	\$ 110.50					0.00		
31	HMA, 5E1	TON	3354.00	\$ 120.0	0 \$ 402,480	.00 0.00	\$ 120.00					0.00		
31A	HMA, 5E1, Fiber Added	TON	0.00	\$ 126.0	0	3338.76	\$ 126.00	\$ 420,683.76				3338.76	\$ 420,683.76	100%
31B	HMA, 5E1, Additional Thickness	TON	0.00	\$ 117.0	0	0.00	\$ 117.00					0.00		
31C	Jband, VRAM	LF	0.00	\$ 5.0	0	0.00	\$ 5.00					0.00		
32	Driveway, HMA	SY	81.00	\$ 50.0	0 \$ 4,050	.00 84.00	\$ 50.00	\$ 4,200.00				84.00	\$ 4,200.00	100%
33	Driveway, Nonreinf Conc, 6-inch	SY	280.00	\$ 44.0	0 \$ 12,320	.00 119.25	\$ 44.00	\$ 5,247.00				119.25	\$ 5,247.00	100%
34	Curb and Gutter, Conc, Det D2, Mod	LF	1656.00	\$ 27.0	0 \$ 44,712	.00 6080.50	\$ 27.00	\$ 164,173.50				6080.50	\$ 164,173.50	100%
35	Detectable Warning Surface	LF	404.00	\$ 35.0	0 \$ 14,140	.00 244.00	\$ 35.00	\$ 8,540.00				244.00	\$ 8,540.00	100%
36	Curb Ramp Opening, Conc	LF	404.00	\$ 27.0	0 \$ 10,908	.00 488.50	\$ 27.00	\$ 13,189.50				488.50	\$ 13,189.50	100%
37	Sidewalk Ramp, Conc, 6-inch	SF	2286.00	\$ 6.0	0 \$ 13,716	.00 2260.79	\$ 6.00	\$ 13,564.74				2260.79	\$ 13,564.74	100%
38	Sidewalk, Conc, 4-inch	SF	2827.00	\$ 5.0	0 \$ 14,135	.00 2518.00	\$ 5.00	\$ 12,590.00				2518.00	\$ 12,590.00	100%
39	Temporary Mailboxes, Bank	EA	10.00	\$ 2,500.0	0 \$ 25,000	.00 3.00	\$ 2,500.00	\$ 7,500.00				3.00	\$ 7,500.00	100%
40	Traffic Maintenance and Control	LS	1.00	\$ 150,000.0	0 \$ 150,000	.00 1.00	\$ 155,000.00	\$ 155,000.00				1.00	\$ 155,000.00	100%
41	Restoration	LS	1.00	\$ 50,000.0	0 \$ 50,000	.00 1.00	\$ 51,000.00	\$ 51,000.00				1.00	\$ 51,000.00	100%
42	Conduit, Schedule 40, 4-inch	LF	350.00	\$ 10.0	0 \$ 3,500	.00 0.00	\$ 10.00					0.00		
43	Remove Hydrant & Grout Main	LS	1.00	\$ 5,000.0	0 \$ 5,000	.00 1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
	TOTAL FROM THIS SHEET				\$ 1,618,475	.00		\$ 1,694,833.10		\$ -			\$ 1,694,833.10	

640,828.57

\$ 2,335,661.67



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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - ASPHALT STREETS NOVI PROJECT NO.: 20-2101 PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

	DIVISION 2 - ALTERNATE STRE	ETS	C	ONTRACT ITEMS	(Original)	C	CONTRACT ITEMS	G (Revised)		THIS PERIOD			TOTAL TO DATE	
Item	GL# 203-203.00-864.213			0										
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount .	%
44	Mobilization, Max 5%	LS	0.00	\$ 20,000.00	\$ -	0.00	\$ 20,000.00	\$ -				0.00	-	
45	Audio-Video Route Survey	LS	0.00	\$ 1,500.00	\$ -	0.00	\$ 1,500.00	-				0.00	-	
46	Erosion Control	LS	0.00	\$ 3,000.00	\$ -	0.00	\$ 3,000.00	-				0.00	-	
47	Curb and Gutter, Remove	LF	0.00	\$ 10.00	\$ -	0.00	\$ 10.00	-				0.00	-	
48	Pavt, Remove, Modified	SY	0.00	\$ 5.00	\$ -	0.00	\$ 5.00	\$ -				0.00	-	
49	Sidewalk, Remove, Modified	SY	0.00	\$ 13.00	\$ -	0.00	\$ 13.00	\$ -				0.00	-	
50	Subgrade Undercutting, Type II	CY	0.00	\$ 10.00	\$ -	0.00	\$ 10.00	\$ -				0.00	-	
	Aggregate Base, 4-inch	SY	0.00	\$ 23.00	\$ -	0.00	\$ 23.00	\$ -				0.00	\$ -	
52	Aggregate Base, 8-inch, Modified	SY	0.00	\$ 18.00	\$ -	0.00	\$ 18.00	-				0.00	\$ -	
53	Maintenance Aggregate	TON	0.00	\$ 30.00	\$ -	0.00	\$ 30.00	\$ -				0.00	\$ -	
54	Geogrid, TriAx, 130S	SY	0.00	\$ 2.00	\$ -	0.00	\$ 2.00	\$ -				0.00	\$ -	
55	Geogrid, TriAx, 150	SY	0.00	\$ 3.00	\$ -	0.00	\$ 3.00	\$ -				0.00	\$ -	
56	Point-Up Dr Structure, Case 1	EA	0.00	\$ 400.00	\$ -	0.00	\$ 400.00	\$ -				0.00	\$ -	
57	Reconstruct Dr Structure, Case 2	VF	0.00	\$ 500.00	\$ -	0.00	\$ 500.00	\$ -				0.00	\$ -	
58	Adjust Dr Structure, Case 3	EA	0.00	\$ 850.00	\$ -	0.00	\$ 850.00	\$ -				0.00	\$ -	
59	Underdrain, Subgrade, 6-inch, Mod.	LF	0.00	\$ 16.00	\$ -	0.00	\$ 16.00	\$ -				0.00	\$ -	
60	HMA, 4E1	TON	0.00	\$ 110.00	\$ -	0.00	\$ 110.00	\$ -				0.00	\$ -	
61	HMA, 5E1	TON	0.00	\$ 120.00	\$ -	0.00	\$ 120.00	\$ -				0.00	\$ -	
62	Driveway, HMA	SY	0.00	\$ 50.00	\$ -	0.00	\$ 50.00	\$ -				0.00	\$ -	
63	Driveway Opening, Conc, Det M	LF	0.00	\$ 30.00	\$ -	0.00	\$ 30.00	\$ -				0.00	\$ -	
64	Curb and Gutter, Conc, Det D2, Mod	LF	0.00	\$ 27.00	\$ -	0.00	\$ 27.00	\$ -				0.00	\$ -	
65	Curb and Gutter, Conc, Det F6, Mod	LF	0.00	\$ 27.00	\$ -	0.00	\$ 27.00	\$ -				0.00	\$ -	
66	Detectable Warning Surface	LF	0.00	\$ 35.00	\$ -	0.00	\$ 35.00	\$ -				0.00	\$ -	
67	Curb Ramp Opening, Conc	LF	0.00	\$ 27.00	\$ -	0.00	\$ 27.00	\$ -				0.00	\$ -	
68	Sidewalk Ramp, Conc, 6-inch	SF	0.00	\$ 6.00	\$ -	0.00	\$ 6.00	\$ -				0.00	\$ -	
69	Sidewalk, Conc, 4-inch	SF	0.00	\$ 5.00	\$ -	0.00	\$ 5.00	\$ -				0.00	\$ -	
70	Conduit, Schedule 40, 4-inch	LF	0.00	\$ 10.00	\$ -	0.00	\$ 10.00	\$ -				0.00	\$ -	
71	Temporary Mailboxes, Bank	EA	0.00	\$ 2,500.00	\$ -	0.00	\$ 2,500.00	\$ -				0.00	\$ -	

 TOTAL FROM THIS SHEET
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SUBTOTAL \$ 2,436,488.60 \$ 2,335,661.67 \$ - \$ 2,335,661.67 100%



SUBTOTAL

CITY OF NOVI

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

\$

2,335,661.67

2,335,661.67

100%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - ASPHALT STREETS NOVI PROJECT NO.: 20-2101 PAYMENT NO.: FINAL

\$ 2,436,488.60

\$ 2,436,488.60

COST OF COMPLETED WORK TO DATE SECTION 1. **DIVISION 2 - ALTERNATE STREETS, CONTINUED** CONTRACT ITEMS (Original) CONTRACT ITEMS (Revised) THIS PERIOD TOTAL TO DATE GL# 203-203.00-864.213 Item Description of Item Cost/Unit Total Amt Quantity Cost/Unit Total Amt Unit Quantity Quantity Amount Quantity Amount 72 Traffic Maintenance and Control LS 0.00 22,000.00 0.00 \$ 22,000.00 \$ 0.00 73 Restoration LS 0.00 8,000.00 0.00 \$ 8,000.00 \$ 0.00 TOTAL FROM THIS SHEET \$ \$

\$

\$

\$ 2,335,661.67

\$ 2,335,661.67



SUBTOTAL

CITY OF NOVI

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

2,335,661.67

2,366,262.70

100%

\$

\$

2,996.00

\$ 2,335,661.67

\$ 2,366,262.70

APPLICATION FOR FINAL PAYMENT

PROJECT:2020 NRP - ASPHALT STREETSNOVI PROJECT NO.:20-2101PAYMENT NO.:FINAL

\$ 2,436,488.60

\$ 2,486,729.60

	SECTION 1.		COST OF COMPLETED WORK TO DATE														
Item	<u>DIVISION 3 - LIFT STATION DRIVE</u> <u>GL# 592-592,00-976,053</u>	<u>EWAYS</u>	(CONTRACT ITEMS (Original)				CONT	TRACT ITEMS	6 (Revised)		-	HIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Quantity		Cost/Unit	Total Amt	Quantity		Cost/Unit	Total Amt	Quantity		Amount	%	Quantity	Amount	%
74	Mobilization, Max 5%	LS	1.00	\$	2,000.00	\$ 2,000.00	1.00	\$	2,000.00	\$ 2,000.00					1.00	\$ 2,000.00	100%
75	Curb and Gutter, Remove	LF	70.00	\$	10.00	\$ 700.00	84.00	\$	10.00	\$ 840.00					84.00	\$ 840.00	100%
76	Pavt, Remove, Modified	SY	173.00	\$	5.00	\$ 865.00	229.73	\$	5.00	\$ 1,148.65	45.32	\$	226.60	20%	229.73	\$ 1,148.65	100%
77	Excavation, Earth	CY	99.00	\$	40.00	\$ 3,960.00	126.52	\$	40.00	\$ 5,060.80	21.85	\$	874.00	17%	126.52	\$ 5,060.80	100%
78	Aggregate Base, 8-inch, Modified	SY	407.00	\$	18.00	\$ 7,326.00	320.56	\$	18.00	\$ 5,770.08	105.30	\$	1,895.40	33%	320.56	\$ 5,770.08	100%
79	Hand Patching	TON	4.00	\$	150.00	\$ 600.00	0.00	\$	150.00	\$					0.00	\$ 1	
80	Driveway, HMA	SY	388.00	\$	50.00	\$ 19,400.00	0.00	\$	50.00	\$ -					0.00	\$ 1	
81	Curb and Gutter, Conc, Det D2, Mod	LF	40.00	\$	27.00	\$ 1,080.00	51.00	\$	27.00	\$ 1,377.00					51.00	\$ 1,377.00	100%
82	Curb and Gutter, Conc, Det F6, Mod	LF	30.00	\$	27.00	\$ 810.00	33.50	\$	27.00	\$ 904.50					33.50	\$ 904.50	100%
83	Traffic Maintenance and Control	LS	1.00	\$	10,000.00	\$ 10,000.00	1.00	\$	10,000.00	\$ 10,000.00					1.00	\$ 10,000.00	100%
84	Restoration	LS	1.00	\$	3,500.00	\$ 3,500.00	1.00	\$	3,500.00	\$ 3,500.00					1.00	\$ 3,500.00	100%
								İ									
								İ									
	TOTAL FROM THIS SHEET		•			\$ 50,241.00				\$ 30,601.03	•	\$	2,996.00		•	\$ 30,601.03	



SUBTOTAL

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - ASPHALT STREETS NOVI PROJECT NO.: 20-2101 PAYMENT NO.: FINAL

\$ 2,486,729.60

\$ 2,565,333.60

	SECTION 1.		COST OF COMPLETED WORK TO DATE														
Item	<u>DIVISION 4 - FIRE STATION N</u> <u>GL# 101-442,10-981,009</u>	l <u>o, 2</u>	(CONT	RACT ITEMS	(Original)	C	CONT	TRACT ITEMS	(Revised)		THIS PERIOD			TC	DTAL TO DATE	
No.	Description of Item	Unit	Quantity		Cost/Unit	Total Amt	Quantity		Cost/Unit	Total Amt	Quantity	Amount	%	Quantity		Amount	%
85	Mobilization, Max 5%	LS	1.00	\$	4,000.00	\$ 4,000.00	1.00	\$	4,000.00	\$ 4,000.00)			1.00	\$	4,000.00	100%
86	Erosion Control	LS	1.00	\$	1,000.00	\$ 1,000.00	1.00	\$	1,000.00	\$ 1,000.00)			1.00	\$	1,000.00	100%
87	Pavt, Remove, Modified	SY	936.00	\$	5.00	\$ 4,680.00	958.28	\$	5.00	\$ 4,791.40)			958.28	\$	4,791.40	100%
88	Excavation, Earth	CY	207.00	\$	40.00	\$ 8,280.00	116.00	\$	40.00	\$ 4,640.00)			116.00	\$	4,640.00	100%
89	Aggregate Base, 8-inch, Modified	SY	983.00	\$	18.00	\$ 17,694.00	0.00	\$	18.00	\$ -				0.00	\$	-	
90	HMA, 4E1	TON	217.00	\$	110.00	\$ 23,870.00	200.00	\$	110.00	\$ 22,000.00)			200.00	\$	22,000.00	100%
91	HMA, 5E1	TON	109.00	\$	120.00	\$ 13,080.00	133.00	\$	120.00	\$ 15,960.00)			133.00	\$	15,960.00	100%
92	Restoration	LS	1.00	\$	6,000.00	\$ 6,000.00	1.00	\$	6,000.00	\$ 6,000.00)			1.00	\$	6,000.00	100%
								l									
								l									
								l									
								1									
								1									
	TOTAL FROM THIS SHEET					\$ 78,604.00				\$ 58,391.40)	\$ -	1		\$	58,391.40	

2,366,262.70

2,424,654.10

2,996.00

2,996.00

2,366,262.70

2,424,654.10

100%



GRAND TOTAL

CITY OF NOVI

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

2,424,654.10

2,586,281.93

100%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - ASPHALT STREETS NOVI PROJECT NO.: 20-2101 PAYMENT NO.: FINAL

\$ 2,565,333.60

\$ 2,565,333.60

NEW CONTRACT ITEMS

	SECTION 1.			COST OF COMPLETED WORK TO DATE									
Item					NEW CONTRACT ITEMS THIS PERIOD							TOTAL TO DATE	
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
93	Grade and Compact Existing Aggregate	Syd	1	0	20710.03	\$ 5.00	\$ 103,550.	15			20710.03	\$ 103,550.15	100%
94	Conc Pavt, Misc, Nonreinf, 8 inch	Syd	3	0	409.96	\$ 58.00	\$ 23,777.	38 21.96	\$ 1,273.68	5%	409.96	\$ 23,777.68	100%
95	Crew Day Incentive	CD	1	0	43.00	\$ 700.00	\$ 30,100.	00			43.00	\$ 30,100.00	100%
96	Crew Day Incentive	CD	4	0	6.00	\$ 700.00	\$ 4,200.	00			6.00	\$ 4,200.00	100%
97			0	0	0.00	\$ -	\$ -				0.00	\$ -	
98			0	0	0.00	\$ -	\$ -				0.00	\$ -	
99			0	0	0.00	\$ -	\$ -				0.00	\$ -	
100			0	0	0.00	\$ -	\$ -				0.00	\$ -	
101			0	0	0.00	\$ -	\$ -				0.00	\$ -	
102			0	0	0.00	\$ -	\$ -				0.00	\$ -	
103			0	0	0.00	\$ -	\$ -				0.00	\$ -	
104			0	0	0.00	\$ -	\$ -				0.00	\$ -	
105			0	0	0.00	\$ -	\$ -				0.00	\$ -	
106			0	0	0.00	\$ -	\$ -				0.00	\$ -	
107			0	0	0.00	\$ -	\$ -				0.00	\$ -	
108			0	0	0.00	\$ -	\$ -				0.00	\$ -	
109			0	0	0.00	\$ -	\$ -				0.00	\$ -	
110			0	0	0.00	\$ -	\$ -				0.00	\$ -	
111			0	0	0.00	\$ -	\$ -				0.00	\$ -	
112			0	0	0.00	\$ -	\$ -				0.00	\$ -	
113			0	0	0.00	\$ -	\$ -				0.00	\$ -	
114			0	0	0.00	\$ -	\$ -				0.00	\$ -	
115			0	0	0.00	\$ -	\$ -				0.00	\$ -	
116			0	0	0.00	\$ -	\$ -				0.00	\$ -	
117			0	0	0.00	\$ -	\$ -				0.00	\$ -	
118			0	0	0.00	\$ -	\$ -				0.00	\$ -	
119			0	0	0.00	\$ -	\$ -				0.00	\$ -	
120			0	0	0.00	\$ -	\$ -				0.00	\$ -	
	TOTAL FROM THIS SHEET						\$ 161,627.	33	\$ 1,273.68			\$ 161,627.83	

2,424,654.10

2,586,281.93

2,996.00

4,269.68

\$



PURCHASE ORDER NO. 96233

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

Fax: (248) 735-5659

Section 2.							
		APPLICATION	FOR FIN	AL PAYMENT			
PROJECT: 2020 NRP - ASPHALT STREETS	NOVI PRO	JECT NO.: 20-21	01		PAYM	ENT NO.:	FINAL
Original Contract Amount:	\$	2,565,333.60		CHANGE O	RDERS		
Change Orders:	\$	20,948.33	No.	<u>Date</u>		<u>Amount</u>	
			1	July 9, 2020	\$	158,437.50	
Adjusted Contract Amount to Date:	\$	2,586,281.93		September 11, 2020	\$	(18,681.60)	
			3	November 9, 2020	\$	(26,800.84)	
Total Cost of Work Performed to Date:	\$	2,586,281.93	4	January 5, 2021	\$	(130,576.41)	
_			5	June 30, 2021	\$	34,300.00	
MINUS Retainage:	0% \$	-	6	November 3, 2022	\$	4,269.68	
MINUS Inspection "Crew Days": To Date	106.50 \$	-	7				
This Pay	0.00		8				
Net Amt, Earned of Contract and Extra Work to Date:	\$	2,586,281.93	9				
	-		10				
MINUS L.D.'s: # of days over =	\$	-					
\$ amount/day = \$1,300	I						
Subtotal:	\$	2,586,281.93					
ADD Incentive "Crew Days", if under:				тот.	AL: \$	20,948.33	
Subtotal:	\$	2,586,281.93					
MINUS Amount of Previous Payments:	\$	2,517,461.94					
1 \$ 246,982.09							
2 \$ 620,422.10							
3 \$ 422,946.69				Inspection "Crew Days" All	owed per Cont	ract: 141.00	
4 \$ 962,738.34				Additional "Crew Days" per			
5 \$ 85,734.50				Total Inspection "Crew Day	s" Allowed:	111.00	
6 \$ 173,804.50				Inspection "Crew Days" Us	ed to Date:	106.50	
7 \$ 4,833.72				Inspection "Crew Days" F	Remaining:	4.50	
8 \$ -						•	
9 \$ -							
10 \$ -							
BALANCE DUE THIS PAYMENT:	\$	68,819.99					
DIENTOL DOL IIIIO I ATMENT.	Ψ	30,010133					



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

Section 3.

APPLICATION FOR FINAL PAYMENT

NOVI PROJECT NO.: PROJECT: 2020 NRP - ASPHALT STREETS PAYMENT NO .: FINAL

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

Digitally signed by Matthew Matthew Jones Jones Date: 2022.12.05 15:54:49 -05'00'

Pro-Line Asphalt Paving Corp.

CONTRACTOR - Electronic Signature Certification

Barry Gates

Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com, O=OHM
Advisors, CN=Barry Gates
Date: 2022.12.06 09:25:04-05'00'

OHM Advisors

CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

is recommended.

CITY OF NOVI

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 to Final Payment

PROJECT: (Name and address)
2020-2021 Neighborhood Road

ARCHITECT'S PROJECT NUMBER:

OWNER: 🔯

Program - Asphalt

CONTRACT FOR: Construction

ARCHITECT: X

CONTRACTOR:

SURETY: X

TO OWNER: (Name and address)

CONTRACT DATED:

OTHER: 🖾

City of Novi

45175 West Ten Mile Road

Novi, MI 48375

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

Great American Insurance Company

301 E. Fourth Street

Cincinnati, OH 45202

. SURETY.

on bond of

(Insert name and address of Contractor)

Pro-Line Asphalt Paving Corporation

11797 - 29 Mile Road

Washington, MI 48095

, CONTRACTOR.

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

City of Novi 45175 West Ten Mile Road Novi, MI 48375

as set forth in said Surety's bond.

OWNER.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 30, 2022 (Insert in writing the month followed by the numeric date and year.)

> Great American Insurance Company (Surety)

(Signature of Muhorized representative)

Bond No.: CA 3203167

Attest: Brandon Ahrom

Nicholas Ashburn, Attorney-in-Fact

(Printed name and title)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by

this power of attorney is not more than SEVEN

No. 0 20903

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

NICHOLAS ASHBURN PAUL M. HURLEY **HOLLY NICHOLS** ROBERT D. HEUER

ANNE M. BARICK MICHAEL D. LECHNER JASON ROGERS

Address ALL OF ROCHESTER HILLS, MICHIGAN

GREAT AMERICAN INSU

Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this APRIL day of 2020

Attest

Assistant Secretary

Divisional Senior Vice President MARK VICARIO (877-377-2405)

RANCE COMPAN

STATE OF OHIO, COUNTY OF HAMILTON - ss:

APRIL On this 17TH day of 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susan a Lahoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

30th

day of

November

2022

Assistant Secretary

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. CA 3203167

IN FAVOR OF City of Novi

ON BEHALF OF Pro-Line Asphalt Paving Corporation

EFFECTIVE June 24, 2020

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

THE SURETY, Great American Insurance Company hereby gives its consent to:

The penal sum of the above referenced maintenance and guarantee bond is hereby increased from \$4,670,946.80 to \$6,437,308.36.

EFFECTIVE: November 30, 2022

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

SIGNED, AND SEALED November 30, 2022

Great American Insurance Company Surety

Micholas Ashburn, Attorney-m-Fac

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by

this power of attorney is not more than SEVEN

No. 0 20903

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

NICHOLAS ASHBURN PAUL M. HURLEY HOLLY NICHOLS ROBERT D. HEUER

ANNE M. BARICK MICHAEL D. LECHNER JASON ROGERS

ALL OF ROCHESTER HILLS, MICHIGAN Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this day of APRIL 2020

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

Susan a Lohaust

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this day of

APRIL

2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto

by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surely, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used 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.

CERTIFICATION

I. STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

30th

day of

November

2022

Assistant Secretary





to the plans and specifications.

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 of the Pro-Line Asphalt (Firm Name) the contractor employed by the City of Novi to furnish labor and materials for the 2020 NRP - Asphalt (Description of Improvement) located at: various locations, Novi, Michigan The total amount of the contract is \$2,586,281.93 of which I have received payment of \$2,517,461.94 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with reqpect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according

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	$\frac{577}{1}$ day of _	Dece	mbe.	<i>,</i> ;	20_22	
Name: Pro-Un-	e Asphalt	orporation/part	enorchin)			
	(Individual/d	orporation/part	nership)			
By:	nes, Chief Executive Off	Attest:	Miche	t Adminis	lani	~
Matthew Joi	ics, enter Extourity of				<i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>	
Subscribed and swo	rn to before me this _	STH	day of .	DECEMBE	R	, 20 202
Notary Public:	Sp					

NOTA	ARY SEAL
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SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Finishing Touch	Video Survey	11,425,-	11,425	D-	#DIV/0!	\$0.00
GM & Sons	Concrete	743,848,12	743,848,12	· U	#DIV/0!	\$0.00
Dan K's	Restoration	35,000.	86.148.51	4	#DIV/0!	\$0.00
Ajax	НМА	1,464.465.87	1,464.465.87	0	#DIV/0!	\$0.00
PK Contracting	Part. Manking	950	950.		#DIV/0!	\$0.00
State Barricade	Traffidontal	39,696.30	39,696,30	0	#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:	\$1,926,401.20	Work Completed to Date:	\$3,851,026.43
Plus: Extras to Contract:	\$1,949,653.74	Less: Total Retainage:	\$0.00
Total: Contract plus Extras:	\$3,876,054.94	Less: Amount Previously Paid:	\$3,754,125.05
Less: Credits to Contract:	\$25,028.51	Less: Amount of this Request:	\$96,901.38
Total: Adjusted Contract:	\$3,851,026.43	Total Balance Due:	\$0.00



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

Finishing Touch Photo & Video
25095 25 Mile Rd
Chesterfield, MI 48051
584.749.3340

Cynthia Hurley
Digitally signed by Cynthia
Hurley
Date: 2022.12.09 14:20:03-05'00'

Signature of lien claimant

President

Title

Cynthia Hurley
Print Name

Signed on 12/9/22

Date



RECEIVED

NOV 23 2022

PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Concrete Work

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

GM & Sons, Inc. 46900 West Road Novi, MI 48377 134, 929, 12.05

Signature of lien claimant

Karl Schweitzer, General Manager

Title

Print Name

Signed on 11/23/22

Date

RECEIVED OCT 18 2022 PRO-LINE ASPHALT



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Restoration / Landscaping

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

> Dan K's Inc. 28520 Barbara Ln Grosse Ile, MI 48138 734.671.5691

PRESIDENT

NICOLE KEENAN

Signed on 10-17-22



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Asphalt Materials

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

Ajax Materials Corp PO Box 7058 Troy, MI 48007 248.244.3300

Rebecca A. Tchorz

Digitally signed by: Rebecca A. Tchorz

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Digitally signed by: Rebecc

Signed on 01/31/23 Date



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Pavement Markings

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

> P.K. Contracting, Inc. 1965 Barrett Troy, MI 48084 248,362.2130

WILLIAM M WINES

Signed on /-3/-2025

NOV 1 2022 PRO-LINE ASPHALT



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Signage, Barrels, Barricades, Plastic Drums, etc. OR Traffic Control

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

State Barricades, Inc. 24806 Industrial Hwy Warren, MI 48089 586, 756, 8282

Signed on /////

NOV cityofnovi.org

OWNER:

CONTRACT AMOUNT

CITY OF NOVI

Balance Due This Payment = \$ 96,901.38

PURCHASE ORDER NO. 96545

CONTRACTOR:

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

Pro-Line Asphalt Paving Corp.

Washington, Michigan 48095

11797 29 Mile Road

(586) 752-7730

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 NRP - Asphalt Streets NOVI PROJECT NO.: 21-2101 PAYMENT NO.: FINAL

CIP NO.: 102-01

City of Novi **ENGINEER**: OHM Advisors

45175 W. Ten Mile Road Novi, Michigan 48375 34000 Plymouth Road Livonia, Michigan 48150

(734) 522-6711

FINAL COMPLETION DATES DATES OF ESTIMATE

 ORIGINAL:
 \$1,926,401.20
 ORIGINAL:
 November 1, 2021
 FROM:
 July 1, 2022

 REVISED:

REVISED: \$3,851,026.43 **ACTUAL:** To: October 31, 2022

SECTION 1. COST OF COMPLETED WORK TO DATE

Item	<u>DIVISION 1 - BASE BID</u> GL# 203-203,00-864,223		(CONTRACT ITEMS	(Original)	C	ONTRACT ITEMS	Revised)		THIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	105.00	\$ 700.00	\$ 73,500.00	215.00	\$ 700.00	\$ 150,500.00	0.50	\$ 350.00	0%	209.50	\$ 146,650.0	97%
1	Mobilization, Max 5%	LS	1.00	\$ 100,000.00	\$ 100,000.00	1.00	\$ 100,000.00	\$ 100,000.00				1.00	\$ 100,000.0	100%
2	Audio-Video Route Survey	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.0	100%
3	Erosion Control	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.0	100%
4	Curb and Gutter, Remove	LF	5652.00	\$ 10.00	\$ 56,520.00	17765.80	\$ 10.00	\$ 177,658.00				17765.80	\$ 177,658.0	100%
5	Pavt, Remove, Modified	SY	22182.00	\$ 5.00	\$ 110,910.00	30685.53	\$ 5.00	\$ 153,427.65				30685.53	\$ 153,427.6	100%
6	Aggregate Base, 6-inch	SY	2039.00	\$ 25.00	\$ 50,975.00	191.33	\$ 25.00	\$ 4,783.25				191.33	\$ 4,783.2	100%
7A	Aggregate Base, 4-inch, Alternate	SY	20146.00	\$ 10.50	\$ 211,533.00	0.00	\$ 10.50	\$ -				0.00		
7C	Geogrid, TriAx 130S	SY	20146.00	\$ 2.20	\$ 44,321.20	10124.18	\$ 2.20	\$ 22,273.20				10124.18	\$ 22,273.2	100%
8	Maintenance Aggregate	TON	2000.00	\$ 30.00	\$ 60,000.00	5552.38	\$ 30.00	\$ 166,571.40				5552.38	\$ 166,571.4	100%
9	Subgrade Undercutting, Type II	CY	1000.00	\$ 10.00	\$ 10,000.00	844.87	\$ 10.00	\$ 8,448.70				844.87	\$ 8,448.7	100%
10	Geogrid, TriAx 130S	SY	1334.00	\$ 2.00	\$ 2,668.00	13767.51	\$ 2.00	\$ 27,535.02				13767.51	\$ 27,535.0	2 100%
11	Geogrid, TriAx 150	SY	1334.00	\$ 3.00	\$ 4,002.00	0.00	\$ 3.00	\$ -				0.00		
12	Case 1 - Point-Up Dr Structure	EA	15.00	\$ 400.00	\$ 6,000.00	49.00	\$ 400.00	\$ 19,600.00				49.00	\$ 19,600.0	100%
13	Case 2 - Reconstruct Dr Structure	VF	20.00	\$ 500.00	\$ 10,000.00	0.00	\$ 500.00	\$ -				0.00		
14	Case 3 - Adjust Dr Structure	EA	5.00	\$ 850.00	\$ 4,250.00	8.00	\$ 850.00	\$ 6,800.00				8.00	\$ 6,800.0	100%
15	Underdrain, Subgrade, 6", Modified	LF	14434.00	\$ 16.00	\$ 230,944.00	18525.75	\$ 16.00	\$ 296,412.00				18525.75	\$ 296,412.0	100%
16	HMA, 4E1	TON	2911.00	\$ 110.00	\$ 320,210.00	1134.85	\$ 110.00	\$ 124,833.50				1134.85	\$ 124,833.5	100%
17A	HMA, 5E1, Fiber Added	TON	1748.00	\$ 126.00	\$ 220,248.00	0.00	\$ 126.00	\$ -				0.00		
18	Driveway, Nonreinf Conc, 6-inch	SY	2039.00	\$ 44.00	\$ 89,716.00	431.24	\$ 44.00	\$ 18,974.56				431.24	\$ 18,974.5	100%
19	Curb and Gutter, Conc, Det D2, Mod	LF	5512.00	\$ 27.00	\$ 148,824.00	15967.30	\$ 27.00	\$ 431,117.10				15967.30	\$ 431,117.1	100%
20	Curb and Gutter, Conc, Det F6, Mod	LF	140.00	\$ 27.00	\$ 3,780.00	1812.10	\$ 27.00	\$ 48,926.70				1812.10	\$ 48,926.7	100%
21	Temporary Mailboxes, Bank	EA	6.00	\$ 2,500.00	\$ 15,000.00	9.00	\$ 2,500.00	\$ 22,500.00				9.00	\$ 22,500.0	100%
22	Traffic Maintenance and Control	LS	1.00	\$ 160,000.00	\$ 160,000.00	1.00	\$ 160,000.00	\$ 160,000.00				1.00	\$ 160,000.0	100%
23	Restoration	LS	1.00	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ 50,000.00				1.00	\$ 50,000.0	100%



SUBTOTAL

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

1,852,861.08 100%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 NRP - Asphalt Streets NOVI PROJECT NO.: 21-2101 PAYMENT NO.: FINAL CIP NO.: 102-01

\$ 1,926,401.20

	SECTION 1.						CO	ST OF COMPLETE	D WORK T	O DATE				
Item	<u>DIVISION 1 - BASE BID, CONTINU</u> <u>GL# 203-203.00-864,223</u>			CONTRACT ITEMS			CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
24	Conduit, Schedule 40, 4-inch	LF	350.00	\$ 10.00	\$ 3,500.00	0.00	\$ 10.00					0.00		
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	TOTAL FROM THIS SHEE				\$ 3,500.00			\$ -		\$ -			\$ -	
	TOTAL FROM OTHER SHEE	T			\$ 1,922,901.20			\$ 1,852,861.08		\$ -			\$ 1,852,861.08	3

\$ 1,852,861.08



GRAND TOTAL

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

Fax: (248) 735-5659

3,851,026.43

100%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 NRP - Asphalt Streets NOVI PROJECT NO.: 21-2101 PAYMENT NO.: FINAL

CIP NO.: 102-01

\$ 1,926,401,20

NEW CONTRACT ITEMS

	SECTION 1.						COST	OF COMPLETE	D WORK T	O DATE				
Item						NEW CONT	RACT ITI	EMS		THIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/Uni		Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Mobilization for Additional Streets	LS	1	0	1.00	\$ 30,000	.00 \$	30,000.00				1.00	\$ 30,000.00	100%
26	Audio Visual Route Survey for Add'l Streets	LS	1	0	1.00	\$ 6,000	.00 \$	6,000.00				1.00	\$ 6,000.00	100%
27	Traffic Maintenance and Control for Add'l S	LS	1	0	1.00	\$ 55,000	.00 \$	55,000.00				1.00	\$ 55,000.00	100%
28	Restoration for Additional Streets	LS	1	0	1.00	\$ 35,000	.00 \$	35,000.00				1.00	\$ 35,000.00	100%
29	Soil Crosion Controls for Add'l Streets	LS	1	0	1.00	\$ 5,000	.00 \$	5,000.00				1.00	\$ 5,000.00	100%
30	Sidewalk, Remove, Modified	SYD	1	0	1.66	\$ 13	.00 \$	21.58				1.66	\$ 21.58	100%
31	Aggregate Base, 4-inch	SYD	1	0	0.00	\$ 23	.00 \$	=				0.00	\$ -	
32	Aggregate Base, 8-inch, Modified	SYD	1	0	9201.31	\$ 18	.00 \$	165,623.58				9201.31	\$ 165,623.58	100%
33	Detectable Warning Surface	LFT	1	0	10.00	\$ 35	.00 \$	350.00				10.00	\$ 350.00	100%
34	Curb Ramp Opening, Conc	LFT	1	0	16.00	\$ 27	.00 \$	432.00				16.00	\$ 432.00	100%
35	Sidewalk Ramp, Conc, 6-inch	SFT	1	0	71.50	\$ 6	.00 \$	429.00				71.50	\$ 429.00	100%
36	Sidewalk, Conc, 4-inch	SFT	1	0	0.00	\$ 5	.00 \$	-				0.00	\$ -	
37	HMA, 5E1	TON	1	0	3660.14	\$ 121	.00 \$	442,876.94				3660.14	\$ 442,876.94	100%
38	HMA, 2C	TON	1	0	4715.66	\$ 130	.00 \$	613,035.80				4715.66	\$ 613,035.80	100%
39	Aggregate Base, 10-inch, Modified	SYD	1	0	19699.62	\$ 25	.00 \$	492,490.50				19699.62	\$ 492,490.50	100%
40	Mobilization/Traffic Control	LS	2	0	1.00	\$ 10,000	.00 \$	10,000.00				1.00	\$ 10,000.00	100%
41	Pavt Rem, Butt Joints	LS	2	0	1.00	\$ 9,000	.00 \$	9,000.00				1.00	\$ 9,000.00	100%
42	Structure Adjust	EA	2	0	1.00	\$ 850	.00 \$	850.00				1.00	\$ 850.00	100%
43	HMA 5E	TON	2	0	374.18	\$ 120	.00 \$	44,901.60				374.18	\$ 44,901.60	100%
44	Mobilization	LS	3	0	1.00	\$ 8,000	.00 \$	8,000.00				1.00	\$ 8,000.00	100%
45	Audio Visual Survey	EA	3	0	1.00	\$ 2,000	.00 \$	2,000.00				1.00	\$ 2,000.00	100%
46	HMA Surface Remove	SYD	3	0	357.01	\$ 15	.00 \$	5,355.15				357.01	\$ 5,355.15	100%
47	Structure Adjust	EA	3	0	0.00	\$ 1,250	.00 \$	-				0.00	\$ -	
48	Aggregate Base, 10-inch	SYD	3	0	100.58	\$ 40	.00 \$	4,023.20				100.58	\$ 4,023.20	100%
49	HMA, 2C	TON	3	0	85.05	\$ 250	.00 \$	21,262.50				85.05	\$ 21,262.50	100%
50	HMA, 5E	TON	3	0	56.19	\$ 300	.00 \$	16,857.00				56.19	\$ 16,857.00	100%
51	Restoration	LS	3	0	1.00	\$ 5,000	.00 \$	5,000.00				1.00	\$ 5,000.00	100%
52	Driveway, HMA	SYD	1	0	176.93	\$ 50	.00 \$	8,846.50				176.93	\$ 8,846.50	100%
53	Grade/Compact Existing Aggregate Base	SYD	1	0	3162.00	\$ 5	.00 \$	15,810.00				3162.00	\$ 15,810.00	100%
	TOTAL FROM THIS SHEET						\$	1,998,165.35		\$ -			\$ 1,998,165.35	
	TOTAL FROM OTHER SHEETS			\$ 1,926,401.20			\$	1,852,861.08		\$ -			\$ 1,852,861.08	

\$ 3,851,026.43



PURCHASE ORDER NO. 96545

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

Fax: (248) 735-5659

Section 2.								
		APPLICA?	FION FOR FIN	IAL PAYMEN	IT			
PROJECT: 2021 NRP - Asphalt Streets	NOVI PRO CIP NO.:	JECT NO.:	21-2101 102-01			PAYMI	ENT NO.:	
Original Contract Amount:	\$	1,926,401.20		CHANG	GE ORDER	ıs		
Change Orders:	\$	1,924,625.23		<u>Date</u>			<u>Amount</u>	
Adjusted Contract Amount to Date:	\$	3,851,026.43	1	April 12, 2021 May 25, 2021 August 9, 2021		\$ \$ \$	1,070,965.00 661,180.44 62,700.00	
Total Cost of Work Performed to Date:	\$	3,851,026.43		August 9, 2021 August 9, 2021 Janaury 10, 2022		\$ \$	74,250.00 80,558.30	
MINUS Retainage: MINUS Inspection "Crew Days": To Date	0% \$ 209.50 \$	-	6 7	June 29, 2022		\$	(25,028.51)
This Pay Net Amt. Earned of Contract and Extra Work to Date:	0.50 \$	3,851,026.43	8 9 10					
MINUS L.D.'s: # of days over = \$1,300	\$	-						
Subtotal:	\$	3,851,026.43						_
ADD Incentive "Crew Days", if under:					TOTAL:	\$	1,924,625.23	
Subtotal:	\$	3,851,026.43						
MINUS Amount of Previous Payments: 1 \$ 221,665.57 2 \$ 237,779.42	\$	3,754,125.05						
3 \$ 504,928.67 4 \$ 559,098.18				Inspection "Crew Days				
5 \$ 645,310.31				Additional "Crew Days Total Inspection "Crew			215.00	-
6 \$ 865,585.89				Inspection "Crew Days			209.50]
7 \$ 405,126.35 8 \$ 314,630.68				Inspection "Crew Days	s" Remainin	g:	5.50	
9								
10			-					
BALANCE DUE THIS PAYMENT:	\$	96,901.38						



CITY OF NOVI

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

Section 3.

PROJECT: 2021 NRP - Asphalt Streets NOVI PROJECT NO.: 21-2101 PAYMENT NO.: FINAL CIP NO.: 102-01 The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications

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

	Digitally signed by Matthew				
Matthew Jones	Jones				
	Date: 2022.12.05 15:55:31 -05'00'				
Pro-Line Asphalt Paving Corp.					
CONTRACTOR - Electronic Signature Certification					

CITY OF NOVI

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

OHM Advisors

CONSULTANT - Electronic Signature Certification

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

Consent Of Surety to Final Payment

PROJECT: (Name and address)
2020-2021 Neighborhood Road

ARCHITECT'S PROJECT NUMBER:

OWNER: 🔯

Program - Asphalt

CONTRACT FOR: Construction

ARCHITECT: X

CONTRACTOR:

SURETY: X

TO OWNER: (Name and address)

CONTRACT DATED:

OTHER: 🔯

City of Novi

45175 West Ten Mile Road

Novi, MI 48375

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

Great American Insurance Company

301 E. Fourth Street

Cincinnati, OH 45202

. SURETY.

on bond of

(Insert name and address of Contractor)

Pro-Line Asphalt Paving Corporation

11797 - 29 Mile Road

Washington, MI 48095

, CONTRACTOR.

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

City of Novi 45175 West Ten Mile Road Novi, MI 48375

as set forth in said Surety's bond.

OWNER.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 30, 2022 (Insert in writing the month followed by the numeric date and year.)

> Great American Insurance Company (Surety)

(Signature of Muhorized representative)

Bond No.: CA 3203167

Attest: Brandon Ahrom

Nicholas Ashburn, Attorney-in-Fact

(Printed name and title)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by

this power of attorney is not more than SEVEN

No. 0 20903

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

NICHOLAS ASHBURN PAUL M. HURLEY **HOLLY NICHOLS** ROBERT D. HEUER

ANNE M. BARICK MICHAEL D. LECHNER JASON ROGERS

Address ALL OF ROCHESTER HILLS, MICHIGAN

GREAT AMERICAN INSU

Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this APRIL day of 2020

Attest

Assistant Secretary

Divisional Senior Vice President MARK VICARIO (877-377-2405)

RANCE COMPAN

STATE OF OHIO, COUNTY OF HAMILTON - ss:

APRIL On this 17TH day of 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susan a Lahoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

30th

day of

November

2022

Assistant Secretary

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. CA 3203167

IN FAVOR OF City of Novi

ON BEHALF OF Pro-Line Asphalt Paving Corporation

EFFECTIVE June 24, 2020

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

THE SURETY, Great American Insurance Company hereby gives its consent to:

The penal sum of the above referenced maintenance and guarantee bond is hereby increased from \$4,670,946.80 to \$6,437,308.36.

EFFECTIVE: November 30, 2022

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

SIGNED, AND SEALED November 30, 2022

Great American Insurance Company Surety

Micholas Ashburn, Attorney-m-Fac

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by

this power of attorney is not more than SEVEN

No. 0 20903

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

NICHOLAS ASHBURN PAUL M. HURLEY HOLLY NICHOLS ROBERT D. HEUER

ANNE M. BARICK MICHAEL D. LECHNER JASON ROGERS

ALL OF ROCHESTER HILLS, MICHIGAN Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this day of APRIL 2020

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

Susan a Lohaust

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this day of

APRIL

2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto

by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surely, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

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I. STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

30th

day of

November

2022

Assistant Secretary





STATE OF MICHIGAN

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.

COUNTY OF Macomb The undersigned, being duly sworn, on oath deposes and says that (s)he is the of the Pro-Line Asphalt Paving Corp. (Title) (Firm Name) the contractor employed by the City of Novi to furnish labor and materials for the 2021 NRP - Asphalt Streets (21-2101) (Description of Improvement) located at: various locations in Novi, Michigan The total amount of the contract is of which I have received payment of \$3,851,026,43 prior to this payment; that the persons, firms, and corporations engaged by the \$3,754,125.05 undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with reqpect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

	Signed this 570	day of _	Dece	mber		_ , 20	-
Name:	: pro-line Asy	shalt	_				
	1	(individual/c	orporation/pa	rtnership)			
	100/1						
Ву				Miche	elve ad	ans	
	Matthew Jones, Chie	f Executive C	Officer	Proje	ct Admir	ristrato.	_
				~			
Subs	cribed and sworn to befo	re me this _	5711	day of	DECEM	REK	_, 20
No	otary Public:	02					

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	Accumalative Retainage to Date	Balance Due
Finishing Touch	Video Survey	11,425,-	11,425	D-	#DIV/0!	\$0.00
GM & Sons	Concrete		743,848,12	· U	#DIV/0!	\$0.00
Dan K's	Restoration	35,000.	86.148.51	A	#DIV/0!	\$0.00
Ajax	НМА	1,464,465.87	1,464.465.87	0	#DIV/0!	\$0.00
PK Contracting	Part. Manaing	950	950.	-D-	#DIV/0!	\$0.00
State Barricade	Trafficionto		39,696,30	0	#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:	\$1,926,401.20	Work Completed to Date:	\$3,851,026.43
Plus: Extras to Contract:	\$1,949,653.74	Less: Total Retainage:	\$0.00
Total: Contract plus Extras:	\$3,876,054.94	Less: Amount Previously Paid:	\$3,754,125.05
Less: Credits to Contract:	\$25,028.51	Less: Amount of this Request:	\$96,901.38
Total: Adjusted Contract:	\$3,851,026.43	Total Balance Due:	\$0.00



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

Finishing Touch Photo & Video
25095 25 Mile Rd
Chesterfield, MI 48051
584.749.3340

Cynthia Hurley
Digitally signed by Cynthia
Hurley
Date: 2022.12.09 14:20:03-05'00'

Signature of lien claimant

President

Title

Cynthia Hurley
Print Name

Signed on 12/9/22

Date



RECEIVED

NOV 23 2022

PRO-LINE ASPHALT

FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Concrete Work

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

GM & Sons, Inc. 46900 West Road Novi, MI 48377 134, 929, 12.05

Signature of lien claimant

Karl Schweitzer, General Manager

Title

Print Name

Signed on 11/23/22

Date

RECEIVED OCT 18 2022 PRO-LINE ASPHALT



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Restoration / Landscaping

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

> Dan K's Inc. 28520 Barbara Ln Grosse Ile, MI 48138 734.671.5691

PRESIDENT

NICOLE KEENAN

Signed on 10-17-22



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Asphalt Materials

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or **Pro-Line Asphalt Paving Corp.**, are hereby waived and released.

Ajax Materials Corp PO Box 7058 Troy, MI 48007 248.244.3300

Rebecca A. Tchorz

Digitally signed by: Rebecca A. Tchorz

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Digitally signed by: Rebecc

Signed on 01/31/23 Date



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Pavement Markings

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

> P.K. Contracting, Inc. 1965 Barrett Troy, MI 48084 248,362.2130

WILLIAM M WINES

Signed on /-3/-2025

NOV 1 2022 PRO-LINE ASPHALT



FULL UNCONDITIONAL WAIVER

(Printed under the authority of the Construction Lien Act, PA 497 of 1980, as amended)

My/our contract with Pro-Line Asphalt Paving Corp. to provide:

Signage, Barrels, Barricades, Plastic Drums, etc. OR Traffic Control

for the improvement of the property described as:

NOVI-20-012 Neighborhood Rd. Program

has been fully paid and satisfied, my/our construction lien rights against such property, the owner, engineer or Pro-Line Asphalt Paving Corp., are hereby waived and released.

State Barricades, Inc. 24806 Industrial Hwy Warren, MI 48089 586, 756, 8282

Signed on /////