



CITY of NOVI CITY COUNCIL

Agenda Item I
August 14, 2017

SUBJECT: Approval of the final payment to Cadillac Asphalt, LLC for the Karim Boulevard Reconstruction project in the amount of \$41,029.42, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division **GDM**

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 41,029.42
AMOUNT BUDGETED	\$ 701,064 (FY 2016-17 Budget)
LINE ITEM NUMBER	202-202.00-865.163

BACKGROUND INFORMATION:

Karim Boulevard, linking Grand River Avenue and Ten Mile Road, was a road reconstruction project included in the 2016 construction portfolio. A new asphalt road surface has been laid replacing an asphalt surface that was in poor condition classified as a 2 on the PASER rating scale. Additionally, concrete curbs and improved drainage along the roadway was included in the construction. The project also included the construction of a new five-foot wide concrete sidewalks along the east and west side of Karim Boulevard.

The construction contract was awarded for this project at the June 6, 2016 City Council meeting to Cadillac Asphalt, LLC, in the amount of \$741,419.80.

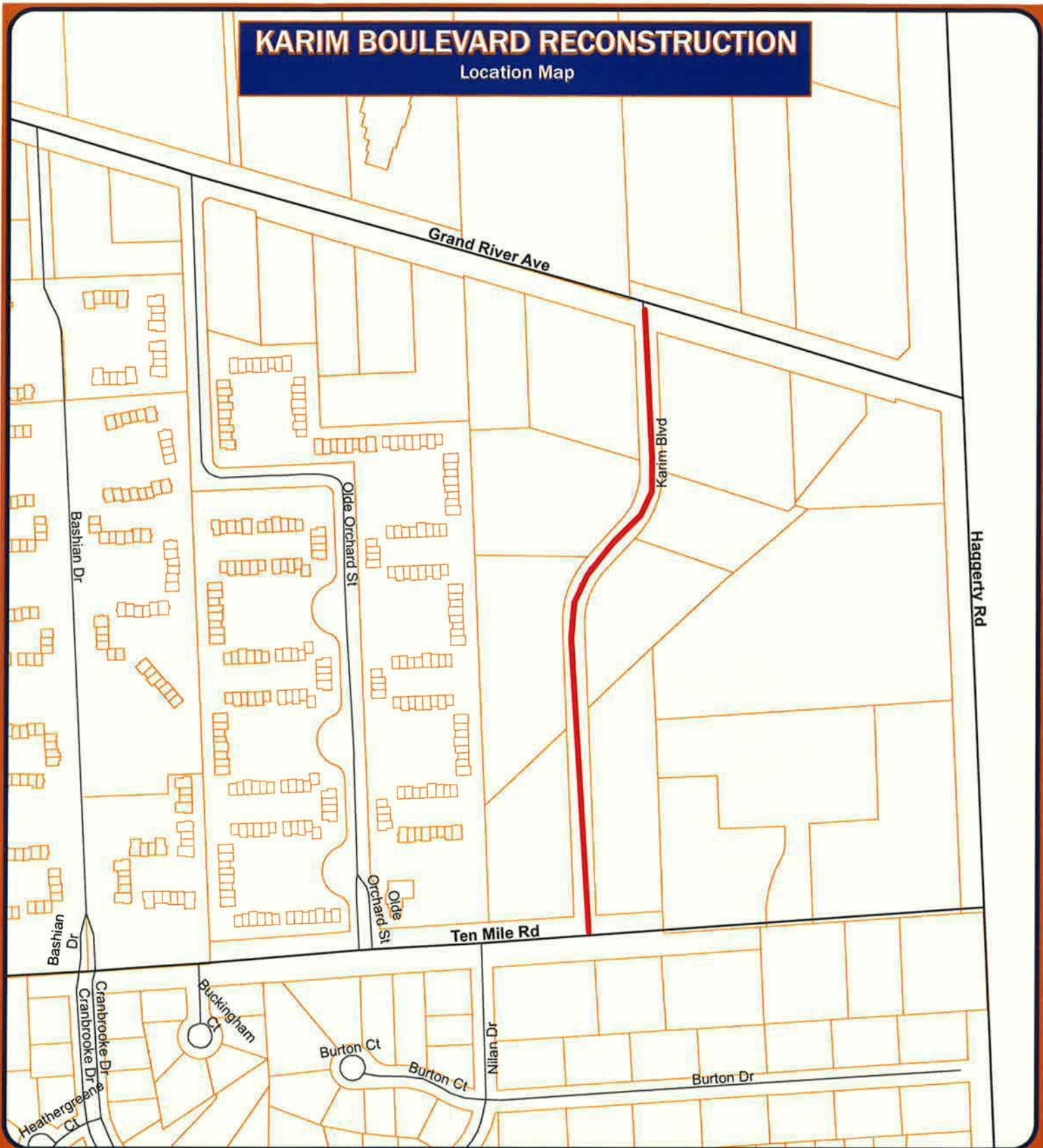
Engineering staff worked with the engineering consultant for this project, OHM-Advisors to review and verify the final contract payment amount of \$41,029.42 that is due the contractor (Final Pay Estimate No. 6, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's June 27, 2017 letter).

There were four (4) approved change orders issued for this project resulting in a decrease of \$4,031.33 to the construction contract, or 0.54% under the awarded amount. The approved change orders resulted in a final contract price of \$737,388.47.

RECOMMENDED ACTION: Approval of the final payment to Cadillac Asphalt, LLC for the Karim Boulevard Reconstruction project in the amount of \$41,029.42, plus interest earned on retainage.

KARIM BOULEVARD RECONSTRUCTION

Location Map



Map Author: Croy
 Date: 7/22/15
 Project: Karim Blvd
 Version #: v1.0



1 inch = 350 feet

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



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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

June 27, 2017

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

Re: Karim Boulevard Reconstruction – Cadillac Asphalt -Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Karim Boulevard Reconstruction Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The original Maintenance Bond is sufficient for the modified contract price. The General Contractor has provided it's 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

Enclosures

Aaron Staup, Construction Engineer
June 27, 2017
Page 2

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



CITY OF NOVI

Balance Due This Payment ~ \$ 41,828.42

PURCHASE ORDER NO.

94840

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Karim Boulevard Reconstruction	NOVI PROJECT NO.: 16-2302	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR: Cadillac Asphalt, LLC 4751 White Lake Road Clarkston, Michigan 48346 (248) 620-7952
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$741,419.80	ORIGINAL: December 13, 2016	FROM: November 16, 2016
REVISED: \$737,388.47	REVISED:	TO: April 17, 2017
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - BASE BID GL#202-202.00-865.163 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	62.00	\$ 640.00	\$ 39,680.00	62.00	\$ 640.00	\$ 39,680.00	62.00	\$ 640.00	2%	62.00	\$ 39,680.00	90%
1	Mobilization, Max. 5%	LS	1.00	\$ 33,500.00	\$ 33,500.00	1.00	\$ 33,500.00	\$ 33,500.00				1.00	\$ 33,500.00	100%
2	Digital Recorded Video Survey	LS	1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	\$ 1,250.00				1.00	\$ 1,250.00	100%
3	Traffic Control	LS	1.00	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00	\$ 14,000.00				1.00	\$ 14,000.00	100%
4	Erosion Control, Inlet Protection	EA	9.00	\$ 100.00	\$ 900.00	9.00	\$ 100.00	\$ 900.00				9.00	\$ 900.00	100%
5	Erosion Control, Silt Fence	LF	960.00	\$ 1.50	\$ 1,440.00	630.00	\$ 1.50	\$ 945.00				630.00	\$ 945.00	100%
6	Tree, Rem. 6-inch to 18-inch	EA	5.00	\$ 575.00	\$ 2,875.00	6.00	\$ 575.00	\$ 3,450.00				6.00	\$ 3,450.00	100%
7	Pavement (Roadway), Remove	SY	5900.00	\$ 2.70	\$ 15,930.00	5805.54	\$ 2.70	\$ 15,674.96				5805.54	\$ 15,674.96	100%
8	Pavement (Drives), Remove	SY	470.00	\$ 14.00	\$ 6,580.00	615.68	\$ 14.00	\$ 8,619.52				615.68	\$ 8,619.52	100%
9	Sidewalk, Remove	SY	110.00	\$ 5.00	\$ 550.00	105.71	\$ 5.00	\$ 528.55				105.71	\$ 528.55	100%
10	Gate Well, Remove	EA	1.00	\$ 100.00	\$ 100.00	0.00	\$ 100.00	\$ -				0.00	\$ -	
11	Curb & Gutter, Remove	LF	3400.00	\$ 15.00	\$ 51,000.00	3253.00	\$ 15.00	\$ 48,795.00				3253.00	\$ 48,795.00	100%
12	Station Grading, Road	STA	17.00	\$ 3,100.00	\$ 52,700.00	16.85	\$ 3,100.00	\$ 52,235.00				16.85	\$ 52,235.00	100%
13	Station Grading, Sidewalk	STA	9.00	\$ 750.00	\$ 6,750.00	8.26	\$ 750.00	\$ 6,195.00				8.26	\$ 6,195.00	100%
14	Subgrade Undercutting	CY	300.00	\$ 55.00	\$ 16,500.00	217.32	\$ 55.00	\$ 11,952.60				217.32	\$ 11,952.60	100%
15	Aggregate Base, 6-inch (Sidewalk)	SY	550.00	\$ 7.50	\$ 4,125.00	611.26	\$ 7.50	\$ 4,584.45				611.26	\$ 4,584.45	100%
16	Agg Base, 21AA (Road and Drives)	TON	3150.00	\$ 20.00	\$ 63,000.00	3317.37	\$ 20.00	\$ 66,347.40				3317.37	\$ 66,347.40	100%
17	Maintenance Aggregate	TON	450.00	\$ 20.00	\$ 9,000.00	407.92	\$ 20.00	\$ 8,158.40				407.92	\$ 8,158.40	100%
18	Pavement Interlayer	SY	5850.00	\$ 3.88	\$ 22,698.00	5772.90	\$ 3.88	\$ 22,398.85				5772.90	\$ 22,398.85	100%
19	Geogrid Reinforcement	SY	6900.00	\$ 3.90	\$ 26,910.00	7457.45	\$ 3.90	\$ 29,084.06				7457.45	\$ 29,084.06	100%
20	Boulder Retaining Wall	SFF	100.00	\$ 50.00	\$ 5,000.00	132.00	\$ 50.00	\$ 6,600.00				132.00	\$ 6,600.00	100%
21	Fence, 3-Rail, Vinyl	LF	45.00	\$ 50.00	\$ 2,250.00	40.00	\$ 50.00	\$ 2,000.00				40.00	\$ 2,000.00	100%
22	Gate Well, 60-inch Diameter	EA	1.00	\$ 100.00	\$ 100.00	0.00	\$ 100.00	\$ -				0.00	\$ -	
23	Sanitary Manhole Cover, Adjust	EA	2.00	\$ 600.00	\$ 1,200.00	1.00	\$ 600.00	\$ 600.00				1.00	\$ 600.00	100%
24	Gate Well Cover, Adjust	EA	2.00	\$ 600.00	\$ 1,200.00	1.00	\$ 600.00	\$ 600.00				1.00	\$ 600.00	100%
TOTAL THIS SHEET				\$	339,568.00		\$	338,418.79	\$			\$	338,418.79	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Karim Boulevard Reconstruction

NOVI PROJECT NO.: 16-2302

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - BASE BID (CONTINUED) <u>GL#282-282.88-885.163</u>		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	HMA, SE3, Modified	TON	670.00	\$ 82.54	\$ 55,301.80	586.10	\$ 82.54	\$ 48,376.69				586.10	\$ 48,376.69	100%
26	HMA, 3C, Modified	TON	1000.00	\$ 68.32	\$ 68,320.00	965.93	\$ 68.32	\$ 65,992.34				965.93	\$ 65,992.34	100%
27	HMA, 13A	TON	8.00	\$ 250.00	\$ 2,000.00	24.77	\$ 250.00	\$ 6,192.50				24.77	\$ 6,192.50	100%
28	Curb & Gutter, Conc, Mountable	LF	3280.00	\$ 17.50	\$ 57,400.00	3667.60	\$ 17.50	\$ 64,183.00				3667.60	\$ 64,183.00	100%
29	Conc Pavt, Integral, 8-inch, Drives	SY	400.00	\$ 45.00	\$ 18,000.00	378.00	\$ 45.00	\$ 17,010.00				378.00	\$ 17,010.00	100%
30	Sidewalk, Conc, 4-inch	SF	4020.00	\$ 3.00	\$ 12,060.00	3710.50	\$ 3.00	\$ 11,131.50				3710.50	\$ 11,131.50	100%
31	Sidewalk Ramp, ADA, Conc, 6"	SF	175.00	\$ 12.00	\$ 2,100.00	184.82	\$ 12.00	\$ 2,217.84				184.82	\$ 2,217.84	100%
32	Tree Fence	LF	1200.00	\$ 2.75	\$ 3,300.00	0.00	\$ 2.75					0.00		
33	Landscaping Allowance	DLR	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 6,460.00	\$ 6,460.00				1.00	\$ 6,460.00	100%
34	Restoration	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 15,000.00				1.00	\$ 15,000.00	100%
TOTAL FROM THIS SHEET					\$ 240,981.80		\$ 236,563.87	\$ -	\$ 236,563.87					
TOTAL FROM OTHER SHEET					\$ 339,558.00		\$ 338,418.79	\$ -	\$ 338,418.79					
SUBTOTAL					\$ 580,539.80		\$ 574,982.66	\$ -	\$ 574,982.66					100%



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: Karim Boulevard Reconstruction

NOVI PROJECT NO.: 16-2302

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 2 - SIDEWALK ALTERNATE GL#202-202.00-865.163 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	%
35	Mobilization, Max. 5%	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ 7,500.00				1.00	\$ 7,500.00	100%
36	Tree, Rem, 6-inch to 18-inch	EA	12.00	\$ 450.00	\$ 5,400.00	12.00	\$ 450.00	\$ 5,400.00				12.00	\$ 5,400.00	100%
37	Station Grading, Sidewalk	STA	14.00	\$ 700.00	\$ 9,800.00	13.48	\$ 700.00	\$ 9,436.00				13.48	\$ 9,436.00	100%
38	Subgrade Undercutting	CY	10.00	\$ 50.00	\$ 500.00	0.00	\$ 50.00	\$ -				0.00	\$ -	
39	Aggregate Base, 6-inch (Sidewalk)	SY	930.00	\$ 7.50	\$ 6,975.00	852.12	\$ 7.50	\$ 6,390.90				852.12	\$ 6,390.90	100%
40	Fence, 3-Rail, Vinyl	LF	50.00	\$ 50.00	\$ 2,500.00	48.00	\$ 50.00	\$ 2,400.00				48.00	\$ 2,400.00	100%
41	Gata Well Cover, Adjust	EA	2.00	\$ 800.00	\$ 1,600.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
42	Conc Pavt. Integral, 8-inch, Drives	SY	15.00	\$ 45.00	\$ 675.00	10.60	\$ 45.00	\$ 477.00				10.60	\$ 477.00	100%
43	Sidewalk, Conc, 4-inch	SF	6900.00	\$ 3.00	\$ 20,700.00	7046.10	\$ 3.00	\$ 21,138.30				7046.10	\$ 21,138.30	100%
44	Sidewalk Ramp, ADA, Conc, 6"	SF	100.00	\$ 12.00	\$ 1,200.00	232.80	\$ 12.00	\$ 2,793.60				232.80	\$ 2,793.60	100%
45	Landscaping Allowance	DLR	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,332.94	\$ 20,332.94				1.00	\$ 20,332.94	100%
46	Restoration	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
TOTAL FROM THIS SHEET				\$ 86,850.00	\$ 86,850.00		\$ 86,668.74	\$ 86,668.74	\$ -			\$ 86,668.74		
TOTAL FROM OTHER SHEETS				\$ 590,539.80	\$ 590,539.80		\$ 574,982.66	\$ 574,982.66	\$ -			\$ 574,982.66		
SUBTOTAL				\$ 667,389.80	\$ 667,389.80		\$ 661,651.40	\$ 661,651.40	\$ -			\$ 661,651.40		100%



CITY OF NOVI

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Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Karim Boulevard Reconstruction NOVI PROJECT NO.: 16-2302 PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Table with columns: Item No., Description of Item, Unit, CONTRACT ITEMS (Original) [Quantity, Cost/Unit, Total Amt], CONTRACT ITEMS (Revised) [Quantity, Cost/Unit, Total Amt], THIS PERIOD [Quantity, Amount, %], TOTAL TO DATE [Quantity, Amount, %]. Includes rows for items 47-55 and summary rows for TOTAL FROM THIS SHEET, TOTAL FROM OTHER SHEETS, and SUBTOTAL.



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: Karim Boulevard Reconstruction

NOVI PROJECT NO.: 16-2302

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
56	Additional Signage	LS	0	202-202.00-885.163	1.00	\$ 1,548.75	\$ 1,548.75				1.00	\$ 1,548.75	100%
57	Pavement Marking Mobilization	LS	0	0	1.00	\$ 168.00	\$ 168.00				1.00	\$ 168.00	100%
58	Pavt Mrkg, Ovly cold Plastic, 24" Stop B	FT	0	0	40.00	\$ 13.13	\$ 525.20				40.00	\$ 525.20	100%
59	Pavt Mrkg, Ovly Cold Plastic, Left Turn A	EA	0	0	2.00	\$ 183.75	\$ 367.50				2.00	\$ 367.50	100%
60	Pavt Mrkg, Ovly Cold Plastic, ONLY Synt	EA	0	0	2.00	\$ 183.75	\$ 367.50				2.00	\$ 367.50	100%
61	Pavt Mrkg, Spray Thermo, 4" White	FT	0	0	192.00	\$ 0.47	\$ 90.24				192.00	\$ 90.24	100%
62	Pavt Mrkg, Spray Thermo 4" Yellow	FT	0	0	3954.00	\$ 0.47	\$ 1,858.38				3954.00	\$ 1,858.38	100%
63	Temporary Tape (Pavement Markings)	FT	0	0	34.00	\$ 1.00	\$ 34.00				34.00	\$ 34.00	100%
64	Relocated Stop Sign	LS	0	0	1.00	\$ 157.50	\$ 157.50				1.00	\$ 157.50	100%
65	Oakland Flextech Window Repair	LS	0	0	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
81			0	0	0.00	\$ -	\$ -				0.00	\$ -	
82			0	0	0.00	\$ -	\$ -				0.00	\$ -	
83			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 6,117.07	\$ -			\$ 6,117.07		
TOTAL FROM OTHER SHEETS					\$ 741,419.80		\$ 731,271.40	\$ -			\$ 731,271.40		
GRAND TOTAL					\$ 741,419.80		\$ 737,388.47	\$ -			\$ 737,388.47		100%



CITY OF NOVI

PURCHASE ORDER NO.

94840

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-3659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Karim Boulevard Reconstruction NOVI PROJECT NO.: 16-2302 PAYMENT NO.: FINAL

Original Contract Amount:	\$	741,419.80
Change Orders:	\$	(4,031.33)
Adjusted Contract Amount to Date:	\$	737,388.47
Total Cost of Work Performed to Date:	\$	737,388.47
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 55.50 \$	-
	This Pay 1.00	-
Net Amt. Earned of Contract and Extra Work to Date:	\$	737,388.47
MINUS L.D.'s:	\$ of days over =	-
	\$ amount/day = \$900	-
Subtotal:	\$	737,388.47
ADD Incentive "Crew Days", If under:	\$	4,160.00
Subtotal:	\$	741,548.47
MINUS Amount of Previous Payments:	\$	700,519.05
1 \$	129,973.62	
2 \$	310,926.81	
3 \$	217,923.12	
4 \$	12,172.06	
5 \$	29,523.43	
6 \$	0.00	
7 \$	0.00	
8 \$	0.00	
9 \$	0.00	
10 \$	0.00	

BALANCE DUE THIS PAYMENT: \$ **41,029.42**

CHANGE ORDERS

No.	Date	\$	Amount
1	September 30, 2016	\$	1,998.75
2	December 1, 2016	\$	(7,830.08)
3	December 8, 2016	\$	800.00
4	February 17, 2018	\$	1,000.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-

TOTAL: \$ **(4,031.33)**

Inspection "Crew Days" Allowed per Contract:	62.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	62.00
Inspection "Crew Days" Used to Date:	55.50
Inspection "Crew Days" Remaining:	6.50



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Karim Boulevard Reconstruction NOVI PROJECT NO.: 16-2302 PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Julie Snurka
Digitally signed by Julie Snurka
DN: cn=Julie Snurka, o=Cadillac Asphalt LLC,
ou=Clarkston, email=jsnurka@mlpmc.com, c=US
Date: 2017.06.04 18:36:13 -04'00'

Cadillac Asphalt, LLC
CONTRACTOR - Electronic Signature Certification

 6/30/17
Aaron J. Staup, Construction Engineering Coordinator
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: 2017.06.15 13:03:39 -04'00'

OHM Advisors
CONSULTANT - Electronic Signature Certification

 7/5/17
Rob Hayes, P.E., Director of Public Services/City Engineer
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.

CREW DAYS - TRACKING BY DIVISION

Project: Karim Boulevard Reconstruction

Novl Project No.: 16-2302

Contractor: Cadillac Asphalt, LLC

Engineer: OHM Advisors

DIVISION	DESCRIPTION	ORIGINAL	ADD/DEDUCT	CO#	REVISED	USED (By Pay Estimate)										FINAL	TOTAL	REMAINING
						PE#1	PE#2	PE#3	PE#4	PE#5	PE#6	PE#7	PE#8	PE#9	PE#10			
1	Base Bid - Roads	45.00			45.00	13.00	13.00	15.00	1.50							1.00	43.50	1.50
2	Sidewalk Aitemate	17.00			17.00	1.50	1.50		1.00								4.00	13.00
3	Drain Improvements	0.00			0.00	0.00	8.00										8.00	-8.00
TOTALS		62.00	0.00		62.00	14.50	22.50	15.00	2.50	0.00	0.00	0.00	0.00	0.00	0.00	1.00	55.50	6.50

Julie Snurka

Digitally signed by Julie Snurka
 DN: cn=Julie Snurka, o=Cadillac Asphalt LLC,
 ou=Clarkston, email=jsnurka@miipmc.com, c=US
 Date: 2017.06.04 18:41:24 -04'00'

Cadillac Asphalt, LLC

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: 2017.06.15 13:04:00 -04'00'

OHM Advisors

CONSULTANT - Electronic Signature Certification

CITY OF NOVI

Aaron J. Staup 6/30/17
 Aaron J. Staup, Construction Engineering Coordinator
 Electronic Signature Certification

Rob Hayes 7/5/17
 Rob Hayes, P.E., Director of Public Services/City Engineer
 Electronic Signature Certification

* Consultant to provide an Authorization for Additional Services (AAS) form with any Pay Application, adding or deducting crew days to or from the contractor.

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: Karim Boulevard Reconstruction
(name, address)

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

CONTRACT FOR:
\$741,419.80

CONTRACTOR:
Cadillac Asphalt, L.L.C.
2575 S. Haggerty Road, Suite 100
Canton, MI 48188

CONTRACT DATE:
7/19/16

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 Co.)

Western Surety Company

One Towne Square, Suite 1075, Southfield, MI 48076-3732, SURETY COMPANY,

on bond of (here insert name and address of Contractor) Cadillac Asphalt, L.L.C.

2575 S. Haggerty Road, Suite 100, Canton, MI 48188

, CONTRACTOR

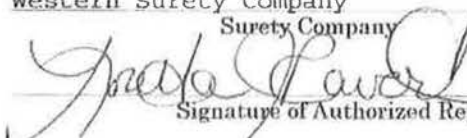
hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Novi

45175 W. Ten Mile Road, Novi, MI 48375, OWNER,
as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, Western Surety Company
the Surety Company has hereunto set its hand this 9th day of June 2017

ATTEST:
(SEAL)

Western Surety Company
Surety Company

Signature of Authorized Representative

Loretta J. Ravert - Attorney-in-Fact
Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles G Richmond, David M Underwood, Michael S Richmond, Loretta J Ravert, Individually

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2016.



WESTERN SURETY COMPANY

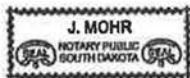
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of June, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of June, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Oakland

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

 Julie Snurka, Area Manager of the Cadillac Asphalt, LLC ,
(Title) (Firm Name)

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

 Karim Boulevard Recon
(Description of Improvement)

located at: Novi, MI

The total amount of the contract is \$737,388.47 of which I have received payment of \$700,519.05 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 any 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 5th day of June, 2017

Name: Cadillac Asphalt, LLC
(individual/corporation/partnership)

By: Julie Snurka
Julie Snurka, Area Manager

Attest: Heather Henderson
(Title)

Subscribed and sworn to before me this 5th day of June, 2017

Notary Public: Susan Jane Perks
Susan Jane Perks



SUSAN JANE PERKS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Aug. 21, 2018
Acting in the County of Oakland

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
Commerce Construction ✓	Removals, excavate and stone & pine	\$381,916.84	\$381,916.84	\$0.00	0.0%	\$0.00
Goretski Construction ✓	Concrete	\$118,951.24	\$118,951.24	\$0.00	0.0%	\$0.00
Finishing Touch ✓	Video	\$750.00	\$750.00	\$0.00	0.0%	\$0.00
Site Solutions ✓	Grass Restoration	\$22,250.00	\$22,250.00	\$0.00	0.0%	\$0.00
Road Fabrics ✓	Pavement Fabric	\$21,821.56	\$21,821.56	\$0.00	0.0%	\$0.00
Poco, Inc. ✓	Traffic Devices	\$5,665.00	\$5,665.00	\$0.00	0.0%	\$0.00
Marc Dutton Irrigation ✓	Sprinklers	\$13,101.00	\$13,101.00	\$0.00	0.0%	\$0.00
P.K. Contracting ✓	Pavement Marking	\$3,193.44	\$3,193.44	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$567,649.08	\$567,649.08	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$741,419.80</u>	Work Completed to Date: <u> \$737,388.47</u>
Plus: Extras to Contract: <u> \$3,798.75</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$745,218.55</u>	Less: Amount Previously Paid: <u> \$700,519.05</u>
Less: Credits to Contract: <u> \$7,830.08</u>	Less: Amount of this Request: <u> \$41,029.42</u>
Total: Adjusted Contract: <u> \$737,388.47</u>	Total Balance Due: <u> -\$4,160.00</u>

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 514007. 514007 Karim Blvd, city of Novi

Subcontractor: Commerce Construction & Landscaping Inc
PO Box 930098
Wixom, MI 48393-0098

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 5-24-17

Firm Name: COMMERCE CONSTRUCTION
& LANDSCAPING, INC.

By: DAVID R. GARDNER 248-685-9476

Title: DOONA R. YARSON
PRESIDENT

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 514007. 514007 Karim Blvd., city of Novi

Subcontractor: Goretzki Construction Co
4850 S Hill Rd
Milford, MI 48361

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 5-23-17

Firm Name: Goretzki Construction Co

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

By: Mary Ann Hamilton
Title: Office Manager 248.685.1404

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 514007 Karim Boulevard

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

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 11/10/16

Firm Name: Finishing Touch Photo & Video

By: Cynthia Stirling Hurley Digitally signed by Cynthia Stirling Hurley
Date: 2016.11.10 14:54:01 -0500

586749-3310

Return form to:
Cadillac Asphalt LLC
4751 White Lake Rd.
Clarkston, MI 48346

Title: C. Hurley, Officer

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 514007. 514007 Karim Blvd., city of Novi

Subcontractor: Site Solutions Llc
2619 Golf Club
Howell, MI 48843

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 5/23/17

Firm Name: Site Solutions, LLC

By: Bradley Holmes

Title: Co-Owner

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

Bradley Holmes
810.923.0555

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 514007. 514007 Karim Blvd, city of Novi

Subcontractor: Road Fabrics Inc
PO Box 87380
Carol Stream, IL 60188-7380

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 5-23-17

Firm Name: Road Fabrics Inc

By: Pat Wojtowicz

Title: Mgr

Return form to:
Cadillac Asphalt
2675 S. Haggerty Road Suite 100
Canton, MI 48188

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 514007. 514007 Karim Blvd., city of Novi

Subcontractor: Poco Inc
4850 S Sheldon Rd
Canton, MI 48188

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notices, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 5/24/17

Firm Name: Poco

By: Murray D. Benluch Martin POWELSON

Title: VIC PRESIDENT 313.220.6752

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 514007. 514007 Karim Blvd, city of Novi

Subcontractor: Marc Dutton Irrigation Inc
4720 Hatchery Rd
Waterford, MI 48329-3627

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: JUNE 1, 2017

Firm Name: Marc Dutton Irrigation Inc

By: 

STEPHEN DUTTON

Title: Vice Pres of Operations

248-674-4470

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 514007. 514007 Karim Blvd, city of Novi

Subcontractor: PK Contracting Inc
1965 Barrett
Troy, MI 48064

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 5/23/17

Firm Name: PK Contracting Inc

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

By: Nicole Gray
Title: Nicole Gray, Agent 248.362.2130



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Cadillac Asphalt, LLC to
provide (Prime Contracting Party)

Replace road with new curbs and asphalt for the improvement of the property
(Type of service)

described as Karim Boulevard Reconstruction
(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: June 5, 2017

Julie Snurka
(Signature of Lien Claimant)

Julie Snurka
(Printed Name of Lien Claimant)

Area Manager
(Title of Lien Claimant)

Company Name: Cadillac Asphalt, LLC

Address: 4751 White Lake Rd, Clarkston, MI 48346

Telephone: (248) 620-7952

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