

# CITY OF NOVI CITY COUNCIL SEPTEMBER 30, 2024

**SUBJECT:** Approval of the final payments to Mattioli Cement Company, LLC for the 2022 and 2023 Neighborhood Road Program – Concrete Streets in the amount of \$42,382.83 and \$76,400.87, respectively, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

#### **KEY HIGHLIGHTS:**

- Both contract years were performed on budget and on time.
- Both contract years had street or street segments added.
- Several streets in the 2022 year exhibited surface scaling, which has been corrected.

#### FINANCIAL IMPACT

|   | FY 2023/24   |
|---|--|
| EXPENDITURE REQUIRED                    | \$ 42,382.83 NRP 2022- Retainage<br>\$ 76,400.87 NRP 2023- Retainage |
| BUDGET                                  |  |
| Local Street Fund                       |  |
| \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\  |  |
| NRP 2022-Retainage (203-000.00-211.339) | \$ 42,384  |
| NRP 2023-Retainage (203-000.00-211.295) | \$ 76,401  |
| APPROPRIATION REQUIRED                  | \$0  |
| FUND BALANCE IMPACT                     | \$0  |

#### **BACKGROUND INFORMATION:**

The concrete 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 concrete rehabilitation and reconstruction of local roadways to preserve the longevity of the existing roadways in the City's network.

The following streets were selected and completed as part of the 2022 concrete program: Lancaster Court, Laramie Drive, Gen-Mar Street (east-west portion),

Cumberland Drive (added via change order), and Ironside Court (added via change order).

The following streets were selected and completed as part of the 2023 concrete program: Anthony Drive, Wright Way, Highlands Drive (changed via change order from panel replacements to full reconstruct), Williams Drive, Irvine Drive, Violet Lane, Bertram Drive, Moorgate Street, and southern cul-de-sac portion of Heathergreene Court (added by change order for drainage improvements via the drain fund).

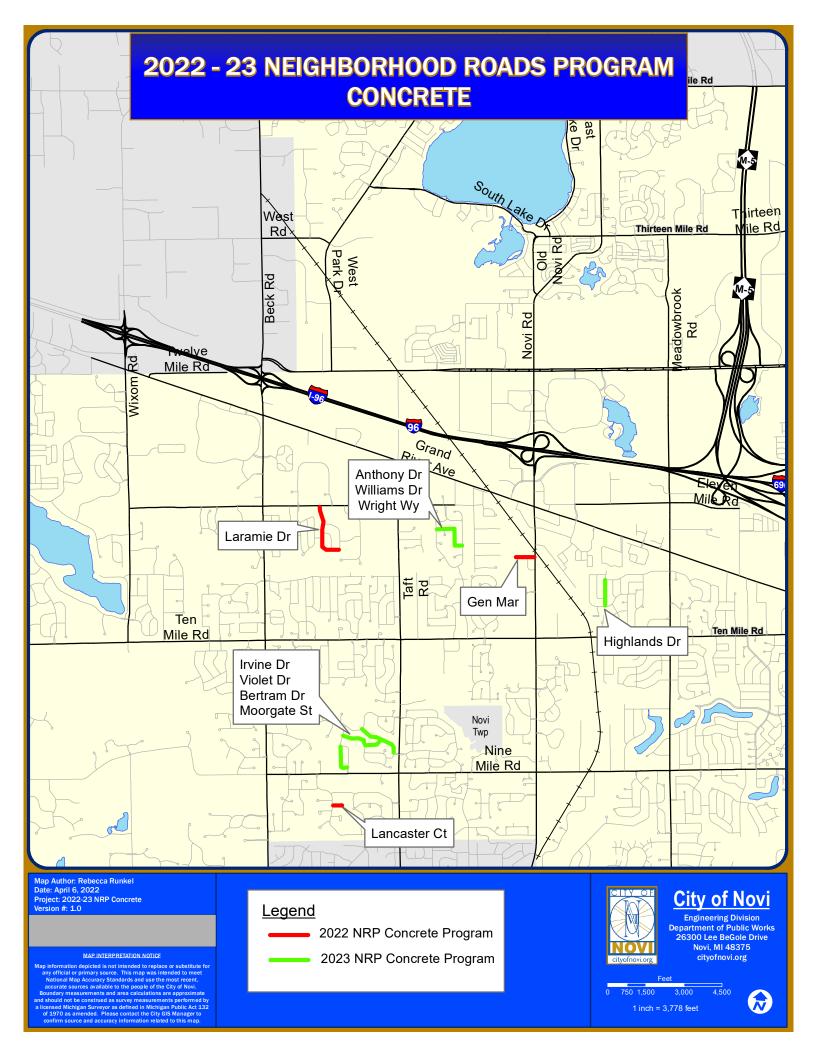
This was the seventh and eighth year in a row for this contractor who continues to perform above and beyond, completing both contract years ahead of schedule and within projected budgets.

Upon inspections that were performed in the spring of 2023 of the 2022 NRP, it was determined that several streets in that program were exhibiting a serious surface scaling issue created solely by a deficient concrete mix. Although, the concrete was deemed to be structurally adequate, the surface was very unsightly and could have had lasting effects down the road. In 2024 and mostly out-of-pocket, the contractor and concrete supplier either fully replaced with new concrete or ground off the surface of the affected areas. The City did contribute funds for reinspection and material testing.

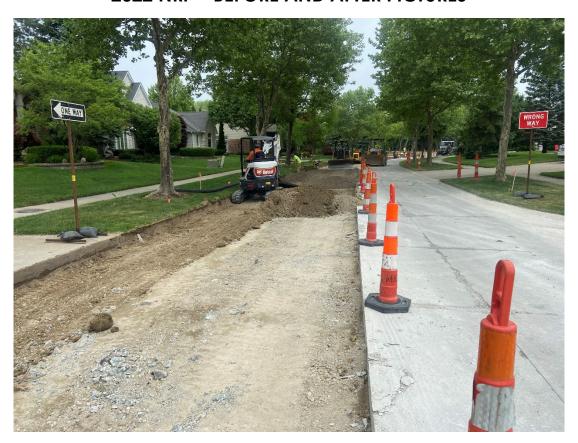
This two-year construction contract was awarded at the April 25, 2022, City Council meeting to Mattioli Cement Company, LLC, in the amount of \$2,309,088.50. Staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, to review and verify the final contract amounts of \$42,382.83 (2022-retainage) and \$76,400.87 (2023-retainage) that is due the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, September 9, 2024).

For the 2022 program, there were five (5) approved change orders issued resulting in an overall increase of \$565,187.05 or 50.0% over the awarded amount. The approved change orders resulted in a final contract price of \$1,695,313.30 for the 2022 contract. For the 2023 program, there were three (3) approved change orders issued resulting in an overall increase of \$349,054.90 or 29.6% over the awarded amount. The approved change orders resulted in a final contract price of \$1,528,017.15 for the 2023 contract.

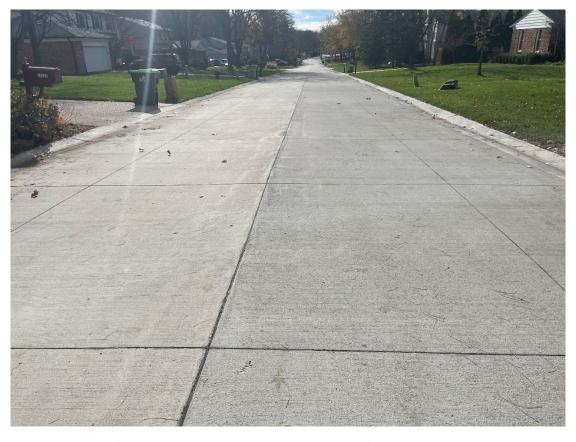
**RECOMMENDED ACTION:** Approval of the final payments to Mattioli Cement Company, LLC for the 2022 and 2023 Neighborhood Road Program – Concrete Streets in the amount of \$42,382.83 and \$76,400.87, respectively, plus interest earned on retainage.



# 2022 NRP - BEFORE AND AFTER PICTURES



Before – Cumberland Drive just south of Ironside Court



After – Cumberland Drive just north of Ironside Court



Before – Gen-Mar Drive near cul-de-sac



After – Gen-Mar Drive at cul-de-sac



Before – Laramie Drive just north of Glenhurst Drive



After – Laramie Drive just south of Glenhurst Drive

# 2023 NRP - BEFORE AND AFTER PICTURES



Before – Anthony Drive at Wright Way



After – Anthony Drive at Wright Way



Before – Irvine Drive just west of Violet Lane



After – Irvine Drive just east of Bertram Drive



Before – Moorgate Street at Havergale Street



After – Moorgate Street at Havergale Street

#### **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



September 10, 2024

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

Re: 2022 Neighborhood Roads Program - Concrete

2023 Neighborhood Roads Program - Concrete

Mattioli Cement Company

**Closing Documents** 

Dear Mr. Staup:

We have received and reviewed closing documents for the 2022 and 2023 Neighborhood Roads Program Projects:

- 1. Applications for Final Payment (For Each Project)
- 2. Contractor's Sworn Statement (Cumulative)
- 3. Consent of Surety (Cumulative)
- 4. Waivers of Lien (Cumulative)
- 5. Bond Rider (Cumulative)

The closing documents appear to be in order. The Contractor will be required to provide its full unconditional waiver of lien *for each of the projects* in exchange for each final payment. The original Maintenance Bonds for each project are adequate given that the final project costs do not exceed the original project costs. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH

& AMTSBUECHLER PC

Elizabeth Kudla Saarela

**EKS** 

**Enclosures** 

C: Cortney Hanson, Clerk
Megan Mikus, Deputy Director of Public Works
Ben Croy, City Engineer
Thomas R. Schultz, Esquire



**Balance Due This Payment =** 

Sheet 1 of 4

**PURCHASE ORDER NO.** 

97002

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

FINAL

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2022 Neighborhood Road Program -NOVI PROJECT NO.: 22-2102 PAYMENT NO.:

Concrete Streets CIP NO.: 102-01

Mattioli Cement Company, LLC OWNER: City of Novi ENGINEER: Spalding DeDecker CONTRACTOR: 6085 McGuire Road

45175 W. Ten Mile Road 905 South Boulevard East Novi, Michigan 48375 Rochester, Michigan 48037

REVISED:

Fenton, Michigan 48430 (248) 844-5400 (313) 215-1001

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

ORIGINAL: \$1,130,126.25 ORIGINAL: October 31, 2022 FROM: July 2, 2023

ACTUAL: REVISED: \$1,695,313.30 June 15, 2023 TO: January 25, 2024

#### COST OF COMPLETED WORK TO DATE SECTION 1.

42,382.83

| Item | 2022 NRP - Concrete Streets - Base<br>GL# 203-449.30-974.231 | Bid  |          | CONT | RACT ITEMS (Ori | iginal)    |          | CONTI | RACT ITEMS | (Revised)     |          | THIS PERIOD |   |          | TOTAL T | O DATE    |      |
|------|--|------|----------|------|-----------------|------------|----------|-------|------------|---------------|----------|-------------|---|----------|---------|-----------|------|
| No.  | Description of Item  | Unit | Quantity | C    | Cost/Unit       | Total Amt  | Quantity | С     | Cost/Unit  | Total Amt     | Quantity | Amount      | % | Quantity | Amou    | nt        | %    |
| 0    | Crew Days - Division 1                                       | CD   | 70.00    | \$   | 700.00 \$       | 49,000.00  | 128.00   | \$    | 700.00     | \$ 89,600.00  |          |             |   | 122.00   | \$ 8    | 35,400.00 | 95%  |
| 0    | Crew Days - Division 2                                       | CD   | 0.00     | \$   | 700.00          |            | 0.00     | \$    | 700.00     | \$ -          |          |             |   | 0.00     |         |           |      |
| 0    | Crew Days - Division 3                                       | CD   | 0.00     | \$   | 700.00          |            | 0.00     | \$    | 700.00     | \$ -          |          |             |   | 0.00     |         |           |      |
| 0    | Crew Days - Division 4                                       | CD   | 0.00     | \$   | 700.00          |            | 0.00     | \$    | 700.00     | \$ -          |          |             |   | 0.00     |         |           |      |
| 0    | Crew Days - Division 5                                       | CD   | 0.00     | \$   | 700.00          |            | 0.00     | \$    | 700.00     | \$ -          |          |             |   | 0.00     |         |           |      |
|      | TOTAL CREW DAYS  |      | 70.00    | \$   | 700.00 \$       | 49,000.00  | 128.00   | \$    | 700.00     | \$ 89,600.00  | 0.00     |             |   | 122.00   | \$ 8    | 85,400.00 | 95%  |
| 1    | Bonds, Insurance & Mobilization (5%)                         | LS   | 1.00     | \$   | 1,000.00 \$     | 1,000.00   | 1.00     | \$    | 1,000.00   | \$ 1,000.00   |          |             |   | 1.00     | \$      | 1,000.00  | 100% |
| 2    | Pre-Construction Audio/Visual                                | LS   | 1.00     | \$   | 1,200.00 \$     | 1,200.00   | 1.00     | \$    | 1,200.00   | \$ 1,200.00   |          |             |   | 1.00     | \$      | 1,200.00  | 100% |
| 3    | Soil Erosion Control Measures                                | LS   | 1.00     | \$   | 1,000.00 \$     | 1,000.00   | 1.00     | \$    | 1,000.00   | \$ 1,000.00   |          |             |   | 1.00     | \$      | 1,000.00  | 100% |
| 4    | Temporary Traffic Control                                    | LS   | 1.00     | \$   | 7,500.00 \$     | 7,500.00   | 1.00     | \$    | 7,500.00   | \$ 7,500.00   |          |             |   | 1.00     | \$      | 7,500.00  | 100% |
| 5    | Tree Protection Fence  | LF   | 100.00   | \$   | 1.00 \$         | 100.00     | 0.00     | \$    | 1.00       | \$ -          |          |             |   | 0.00     |         |           |      |
| 6    | Conduit, Schedule 40, 4-inch                                 | LF   | 300.00   | \$   | 15.00 \$        | 4,500.00   | 0.00     | \$    | 15.00      | \$ -          |          |             |   | 0.00     |         |           |      |
| 7    | Pavement, Remove, Modified                                   | SY   | 13204.00 | \$   | 10.00 \$        | 132,040.00 | 21189.90 | \$    | 10.00      | \$ 211,899.00 |          |             |   | 21189.90 | \$ 2    | 11,899.00 | 100% |
| 8    | Driveway, Remove, Modified                                   | SY   | 343.00   | \$   | 10.00 \$        | 3,430.00   | 872.29   | \$    | 10.00      | \$ 8,722.90   |          |             |   | 872.29   | \$      | 8,722.90  | 100% |
| 9    | Sidewalk, Remove, Modified                                   | SY   | 79.00    | \$   | 10.00 \$        | 790.00     | 73.97    | \$    | 10.00      | \$ 739.70     |          |             |   | 73.97    | \$      | 739.70    | 100% |
| 10   | Subgrade Undercut (As Needed)                                | CY   | 889.00   | \$   | 39.00 \$        | 34,671.00  | 410.09   | \$    | 39.00      | \$ 15,993.51  |          |             |   | 410.09   | \$      | 15,993.51 | 100% |
| 11   | Structure Rehab Type 1: Point-Up                             | EA   | 3.00     | \$   | 300.00 \$       | 900.00     | 0.00     | \$    | 300.00     | \$ -          |          |             |   | 0.00     |         |           |      |
| 12   | Structure Rehab Type 2: Cover Adjust                         | EA   | 18.00    | \$   | 300.00 \$       | 5,400.00   | 27.00    | \$    | 300.00     | \$ 8,100.00   |          |             |   | 27.00    | \$      | 8,100.00  | 100% |
| 13   | Structure Rehab Type 3: Reconstruct                          | EA   | 3.00     | \$   | 1,200.00 \$     | 3,600.00   | 1.00     | \$    | 1,200.00   | \$ 1,200.00   |          |             |   | 1.00     | \$      | 1,200.00  | 100% |
| 14   | Underdrain, 6-inch w/Geotextile Wrap                         | LF   | 6794.00  | \$   | 12.75 \$        | 86,623.50  | 10916.00 | \$    | 12.75      | \$ 139,179.00 |          |             |   | 10916.00 | \$ 13   | 39,179.00 | 100% |
| 15   | Aggregate Base, 6-inch, Limestone                            | SY   | 79.00    | \$   | 9.00 \$         | 711.00     | 73.97    | \$    | 9.00       | \$ 665.73     |          |             |   | 73.97    | \$      | 665.73    | 100% |
| 16   | Aggregate Base, 8-inch, Limestone                            | SY   | 13547.00 | \$   | 10.25 \$        | 138,856.75 | 17369.66 | \$    | 10.25      | \$ 178,039.02 |          |             |   | 17369.66 | •       | 78,039.02 | 100% |
| 17   | Conc Pavt w/Integral Curb, N-R, 8"                           | SY   | 9814.00  | \$   | 51.00 \$        | 500,514.00 | 17548.62 | \$    | 51.00      | \$ 894,979.62 |          |             |   | 17548.62 | \$ 89   | 94,979.62 | 100% |
| 18   | Conc Pavt w/Integral Curb, N-R, 9"                           | SY   | 3390.00  | \$   | 54.00 \$        | 183,060.00 | 3640.78  | \$    | 54.00      | \$ 196,602.12 |          |             |   | 3640.78  | \$ 19   | 96,602.12 | 100% |
| 19   | Driveway, N-R Conc, 6-inch                                   | SY   | 196.00   | \$   | 53.00 \$        | 10,388.00  | 247.79   | \$    | 53.00      | \$ 13,132.87  |          |             |   | 247.79   | \$      | 13,132.87 | 100% |
| 20   | Driveway, N-R Conc, 8-inch                                   | SY   | 147.00   | \$   | 55.00 \$        | 8,085.00   | 0.00     | \$    | 55.00      | \$ -          |          |             |   | 0.00     |         |           |      |
| 21   | ADA Ramp, Conc, 6-inch                                       | SF   | 591.00   | \$   | 7.00 \$         | 4,137.00   | 665.69   | \$    | 7.00       | \$ 4,659.83   |          |             |   | 665.69   | \$      | 4,659.83  | 100% |
| 22   | ADA Detectable Warning Plate                                 | SF   | 50.00    | \$   | 20.00 \$        | 1,000.00   | 70.00    | \$    | 20.00      | \$ 1,400.00   |          |             |   | 70.00    | \$      | 1,400.00  | 100% |
| 23   | Pavt Mrkg, Overlay C-P, 24" Stop Bar                         | LF   | 13.00    | \$   | 40.00 \$        | 520.00     | 12.50    | \$    | 40.00      | \$ 500.00     |          |             |   | 12.50    | \$      | 500.00    | 100% |
| 24   | Restoration  | LS   | 1.00     | \$   | 100.00 \$       | 100.00     | 1.00     | \$    | 100.00     | \$ 100.00     |          |             |   | 1.00     | \$      | 100.00    | 100% |



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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2022 Neighborhood Road Program - NOVI PROJECT NO.: 22-2102 PAYMENT NO.: FINAL

Concrete Streets CIP NO.: 102-01

#### **NEW CONTRACT ITEMS**

|             | SECTION 1.                               |      | COST OF COMPLETED WORK TO DATE |                 |          |    |            |                 |          |             |    |          |    |              |      |
|-------------|--|------|--------------------------------|-----------------|----------|----|------------|-----------------|----------|-------------|----|----------|----|--------------|------|
|             |  |      |                                |                 |          | NE | W CONTRACT | ITEMS           |          | THIS PERIOD |    |          | T  | OTAL TO DATE |      |
| Item<br>No. | Description of Item                      | Unit | Division                       | GL#             | Quantity |    | Cost/Unit  | Total Amt       | Quantity | Amount      | %  | Quantity |    | Amount       | %    |
| 25          | Bonds, Insurance, and Mobilization (5% N | LS   | 0                              | 0               | 1.00     | \$ | 2,500.00   |                 | Quantity | Alloun      | /0 | 1.00     | \$ | 2,500.00     | 100% |
| 26          | Pre-Construction Audio Visual Cumberla   | LS   | 0                              | 0               | 1.00     | \$ | 1,350.00   |                 |          |             |    | 1.00     | \$ | 1,350.00     | 100% |
| 27          | Temporary Traffic Control Cumberland     | LS   | 0                              | 0               | 1.00     | \$ | 4,000.00   |                 |          |             |    | 1.00     | \$ | 4,000.00     | 100% |
| 28          | Soil Erosion Control Measures Cumberla   | LS   | 0                              | 0               | 1.00     | \$ |            | \$ 750.00       |          |             |    | 1.00     | \$ | 750.00       | 100% |
| 29          | Restoration Cumberland                   | LS   | 0                              | 0               | 1.00     | \$ | 100.00     |                 |          |             |    | 1.00     | \$ | 100.00       | 100% |
| 30          |  |      | 0                              | 0               | 0.00     | \$ |            | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 31          |  |      | 0                              | 0               | 0.00     | \$ |            | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 32          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 33          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 34          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 35          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 36          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 37          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 38          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 39          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 40          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 41          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 42          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 43          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 44          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 45          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 46          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 47          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 48          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 49          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 50          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 51          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
| 52          |  |      | 0                              | 0               | 0.00     | \$ | -          | \$ -            |          |             |    | 0.00     | \$ | -            |      |
|             | TOTAL FROM THIS SHEET                    |      |                                |                 |          |    |            | \$ 8,700.00     |          | \$ -        |    |          | \$ | 8,700.00     |      |
|             | TOTAL FROM OTHER SHEETS                  |      |                                | \$ 1,130,126.25 |          |    |            | \$ 1,686,613.30 |          | \$ -        |    |          | \$ | 1,686,613.30 |      |
|             | GRAND TOTAL                              |      |                                | \$ 1,130,126.25 |          |    |            | \$ 1,695,313.30 |          | \$ -        |    |          | \$ | 1,695,313.30 | 100% |



PURCHASE ORDER NO. 97002 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: 2022 Neighborhood Road Program -NOVI PROJECT NO.: 22-2102 PAYMENT NO .: **FINAL** Concrete Streets CIP NO.: 102-01 **Original Contract Amount:** \$ 1,130,126.25 **CHANGE ORDERS** \$ Change Orders: 565,187.05 No. Date <u>Amount</u> 637,283.75 July 8, 2022 **Adjusted Contract Amount to Date:** \$ 1,695,313.30 September 22, 2022 \$ 13,542.12 (93,162.25) 3 October 6, 2022 **Total Cost of Work Performed to Date:** \$ 1,695,313.30 1,294.13 October 27, 2022 6,229.30 June 30, 2023 MINUS Retainage: MINUS Inspection "Crew Days": 122.00 To Date \$ 0.00 This Pay 8 \$ Net Amt. Earned of Contract and Extra Work to Date: 1,695,313.30 9 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = \$1,500 Subtotal: \$ 1,695,313.30 ADD Incentive "Crew Days", if under: TOTAL: \$ 565,187.05 Subtotal: \$ 1,695,313.30 **MINUS Amount of Previous Payments:** \$ 1,652,930.47 1 \$ 451,646.53 2 \$ 182.083.62 3 \$ 83,054.95 Inspection "Crew Days" Allowed per Contract: 70.00 4 \$ 169,588.29 Additional "Crew Days" per Change Orders: 58.00 226,435.91 Total Inspection "Crew Days" Allowed: 128.00 5 \$ 234,355.94 122.00 6 \$ Inspection "Crew Days" Used to Date: 297,809.19 7 \$ Inspection "Crew Days" Remaining: 6.00

**BALANCE DUE THIS PAYMENT:** 

1,361.77

6,594.27

8 \$

9 \$

42,382.83



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

| 90 | cti | nn | 2 |
|----|-----|----|---|

|   | Section 5.  |   |                   |  |  |
|---|---|---|-------------------|--|--|
|   |   | APPLICA   | ATION FOR FIN     | INAL PAYMENT   |  |
| PROJECT:  | 2022 Neighborhood Road Program -<br>Concrete Streets  | NOVI PROJECT NO.:<br>CIP NO.:   | 22-2102<br>102-01 | PAYMENT NO.: FINAL   |  |
| OWNER on am in full all obligati for Payment; (2) listed in or cover clear of all leins, acceptable to Oencumberence) | d CONTRACTOR certifies that: (1) Any previous ount of Work done under the Contract referred to ons of CONTRACTOR incurred in connection with title to all Work, materials, and equipment incorpred by this Application for Payment will pass to Oviclaims, security interest, and encumberences (ew NER indemnifying OWNER against any such let; and (3) all Work covered by this Application for Focuments and not defective as that term is defined | above have been applied to disch<br>h Work covered by prior Applicatio<br>porated in said Work of otherwise<br>WNER at time of payment free and<br>xcept such as are covered by Bond<br>ein, claim security interest, or<br>Payment is in accordance with | ns<br>I           | Payment of the above AMOUNT DUE THIS APPLICATION is recommended.  CITY OF NOVI |  |
|   |   |   |                   | Aaron J. Staup, Construction Engineer  Electronic Signature Certification      |  |
|   | Mattioli Cement Company, I<br>CONTRACTOR - Electronic Signature   |   |                   |  |  |
|   | Spalding DeDecker 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.



OWNER:

ORIGINAL:

#### CITY OF NOVI

**Balance Due This Payment =** 

Sheet 1 of 5

PURCHASE ORDER NO. 97280

COST OF COMPLETED WORK TO DATE

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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2023 Neighborhood Road Program -Concrete Streets

City of Novi

NOVI PROJECT NO.: CIP NO.: 23-2102 102-01 PAYMENT NO.:

FINAL

ENGINEER:

Spalding DeDecker

CONTRACTOR:

FROM:

Mattioli Cement Company, LLC 6085 McGuire Road

45175 W. Ten Mile Road

905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400

Fenton, Michigan 48430

Novi, Michigan 48375

ON DATES

(313) 215-1001 <u>DATES OF ESTIMATE</u>

CONTRACT AMOUNT FINAL COMPLETION DATES

\$1,178,962.25

ORIGINAL:

November 9, 2023

October 5, 2023

**REVISED:** \$1,528,017.15

REVISED: ACTUAL:

TO:

January 25, 2024

#### SECTION 1.

| Item | <u> 2023 NRP - Concrete - Base Bi</u><br><u>GL# 203-449.30-974.241</u> | <u>d</u> |          | CONTRACT ITEMS | (Original)    |          | CONTRACT 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    | Crew Days - Division 1 - Base Bid                                      | CD       | 72.00    | \$ 700.00      | \$ 50,400.00  | 97.00    | \$ 700.00      | \$ 67,900.00  |          |             |   | 80.00    | \$ 56,000.00  | 82%  |
| 0    | Crew Days - Division 2   | CD       | 0.00     | \$ 700.00      |               | 14.00    | \$ 700.00      | \$ 9,800.00   |          |             |   | 15.00    | \$ 10,500.00  | 107% |
| 0    | Crew Days - Division 3   | CD       | 0.00     | \$ 700.00      |               | 0.00     | \$ 700.00      | \$ -          |          |             |   | 0.00     |               |      |
| 0    | Crew Days - Division 4   | CD       | 0.00     | \$ 700.00      |               | 0.00     | \$ 700.00      | \$ -          |          |             |   | 0.00     |               |      |
| 0    | Crew Days - Division 5   | CD       | 0.00     | \$ 700.00      |               | 0.00     | \$ 700.00      | \$ -          |          |             |   | 0.00     |               |      |
|      | TOTAL CREW DAYS  |          | 72.00    | \$ 700.00      | \$ 50,400.00  | 111.00   | \$ 700.00      | \$ 77,700.00  | 0.00     |             |   | 95.00    | \$ 66,500.00  | 86%  |
| 1    | Bonds, Insurance & Mobilization (5%)                                   | LS       | 1.00     | \$ 1,000.00    | \$ 1,000.00   | 1.00     | \$ 1,000.00    | \$ 1,000.00   |          |             |   | 1.00     | \$ 1,000.00   | 100% |
| 2    | Pre-Construction Audio/Visual  | LS       | 1.00     | \$ 1,700.00    | \$ 1,700.00   | 1.00     | \$ 1,700.00    | \$ 1,700.00   |          |             |   | 1.00     | \$ 1,700.00   | 100% |
| 3    | Soil Erosion Control Measures  | LS       | 1.00     | \$ 1,000.00    | \$ 1,000.00   | 1.00     | \$ 1,000.00    | \$ 1,000.00   |          |             |   | 1.00     | \$ 1,000.00   | 100% |
| 4    | Temporary Traffic Control  | LS       | 1.00     | \$ 2,500.00    | \$ 2,500.00   | 1.00     | \$ 2,500.00    | \$ 2,500.00   |          |             |   | 1.00     | \$ 2,500.00   | 100% |
| 5    | Tree Protection Fence  | LF       | 100.00   | \$ 1.00        | \$ 100.00     | 0.00     | \$ 1.00        | \$ -          |          |             |   | 0.00     |               |      |
| 6    | Conduit, Schedule 40, 4-inch   | LF       | 300.00   | \$ 15.00       | \$ 4,500.00   | 0.00     | \$ 15.00       | \$ -          |          |             |   | 0.00     |               |      |
| 7    | Pavement Repair, Remove, Modified                                      | SY       | 3664.00  | \$ 17.00       | \$ 62,288.00  | 1156.49  | \$ 17.00       | \$ 19,660.33  |          |             |   | 1156.49  | \$ 19,660.33  | 100% |
| 8    | Pavement, Remove, Modified   | SY       | 10484.00 | \$ 10.00       | \$ 104,840.00 | 17038.56 | \$ 10.00       | \$ 170,385.60 |          |             |   | 17038.56 | \$ 170,385.60 | 100% |
| 9    | Driveway, Remove, Modified   | SY       | 317.00   | \$ 10.00       | \$ 3,170.00   | 46.08    | \$ 10.00       | \$ 460.80     |          |             |   | 46.08    | \$ 460.80     | 100% |
| 10   | Sidewalk, Remove, Modified   | SY       | 107.00   | \$ 10.00       | \$ 1,070.00   | 85.00    | \$ 10.00       | \$ 850.00     |          |             |   | 85.00    | \$ 850.00     | 100% |
| 11   | Subgrade Undercut (As Needed)  | CY       | 943.00   | \$ 39.00       | \$ 36,777.00  | 113.81   | \$ 39.00       | \$ 4,438.59   |          |             |   | 113.81   | \$ 4,438.59   | 100% |
| 12   | Structure Rehab Type 1: Point-Up                                       | EA       | 2.00     | \$ 300.00      | \$ 600.00     | 0.00     | \$ 300.00      | \$ -          |          |             |   | 0.00     |               |      |
| 13   | Structure Rehab Type 2: Cover Adjust                                   | EA       | 21.00    | \$ 300.00      | \$ 6,300.00   | 27.00    | \$ 300.00      | \$ 8,100.00   |          |             |   | 27.00    | \$ 8,100.00   | 100% |
| 14   | Structure Rehab Type 3: Reconstruct                                    | EA       | 3.00     | \$ 1,200.00    | \$ 3,600.00   | 0.00     | \$ 1,200.00    | \$ -          |          |             |   | 0.00     |               |      |
| 15   | Underdrain, 6-inch w/Geotextile Wrap                                   | LF       | 6380.00  | \$ 12.75       | \$ 81,345.00  | 8883.00  | \$ 12.75       | \$ 113,258.25 |          |             |   | 8883.00  | \$ 113,258.25 | 100% |
| 16   | Aggregate Base, 6-inch, Limestone                                      | SY       | 84.00    | \$ 9.00        | \$ 756.00     | 97.22    | \$ 9.00        | \$ 874.98     |          |             |   | 97.22    | \$ 874.98     | 100% |
| 17   | Aggregate Base, 8-inch, Limestone                                      | SY       | 11895.00 | \$ 10.25       | \$ 121,923.75 | 15610.21 | \$ 10.25       | \$ 160,004.65 |          |             |   | 15610.21 | \$ 160,004.65 | 100% |
| 18   | Curb and Gutter, Conc, Remove  | LF       | 25.00    | \$ 10.00       | \$ 250.00     | 0.00     | \$ 10.00       | \$ -          |          |             |   | 0.00     |               |      |
| 19   | Curb and Gutter, Conc, Modified  | LF       | 25.00    | \$ 30.00       | \$ 750.00     | 0.00     | \$ 30.00       | \$ -          |          |             |   | 0.00     |               |      |
| 20   | Conc Pavt w/Integral Curb, N-R, 8"                                     | SY       | 14148.00 | \$ 51.00       | \$ 721,548.00 | 18195.05 | \$ 51.00       | \$ 927,947.55 |          |             |   | 18195.05 | \$ 927,947.55 | 100% |
| 21   | Driveway, N-R Conc, 6-inch   | SY       | 317.00   | \$ 53.00       | \$ 16,801.00  | 46.08    | \$ 53.00       | \$ 2,442.24   |          |             |   | 46.08    | \$ 2,442.24   | 100% |
| 22   | Sidewalk, Conc, 4-inch   | SF       | 154.00   | \$ 6.75        | \$ 1,039.50   | 175.00   | \$ 6.75        | \$ 1,181.25   |          |             |   | 175.00   | \$ 1,181.25   | 100% |
| 23   | ADA Ramp, Conc, 6-inch   | SF       | 572.00   | \$ 7.00        | \$ 4,004.00   | 512.00   | \$ 7.00        | \$ 3,584.00   |          |             |   | 512.00   | \$ 3,584.00   | 100% |
| 24   | ADA Detectable Warning Plate   | SF       | 50.00    | \$ 20.00       | \$ 1,000.00   | 80.00    | \$ 20.00       | \$ 1,600.00   |          |             |   | 80.00    | \$ 1,600.00   | 100% |



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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2023 Neighborhood Road Program - NOVI PROJECT NO.: 23-2102 PAYMENT NO.: FINAL

Concrete Streets CIP NO.: 102-01

|      | SECTION 4   |         |          |                           |                 |                          | COST      | OF COMPLETED    | WORK T      | ) DATE |   |               |                 |      |
|------|---|---------|----------|---------------------------|-----------------|--------------------------|-----------|-----------------|-------------|--------|---|---------------|-----------------|------|
|      | SECTION 1.  |         | Ī        |                           |                 |                          | COST      | OF COMPLETE     | I WURK I    | DAIE   |   | 1             |                 |      |
| Item | 2023 NRP - Concrete - Base Bid, Cor<br>GL# 203-449.30-974.241 | ntinued |          | CONTRACT ITEMS (Original) |                 | CONTRACT 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          | %    |
| 25   | Restoration   | LS      | 1.00     | \$ 100.00                 | \$ 100.00       | 1.00                     | \$ 100.00 | \$ 100.00       |             |        |   | 1.00          | \$ 100.00       | 100% |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          | +                         |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   | 1             |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   | 1             |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   | 1             |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   | †             |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   | 1             |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      |   |         |          |                           |                 |                          |           |                 |             |        |   |               |                 |      |
|      | TOTAL FROM THIS SHEET   |         |          |                           | \$ 100.00       |                          |           | \$ 100.00       |             | \$ -   |   |               | \$ 100.00       |      |
|      | TOTAL FROM OTHER SHEET  |         |          |                           | \$ 1,178,862.25 |                          |           | \$ 1,420,988.24 |             | \$ -   |   |               | \$ 1,420,988.24 |      |
|      | SUBTOTAL  |         |          |                           | \$ 1,178,962.25 |                          |           | \$ 1,421,088.24 |             | \$ -   |   |               | \$ 1,421,088.24 | 100% |



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

1,528,017.16 100%

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2023 Neighborhood Road Program - NOVI PROJECT NO.: 23-2102 PAYMENT NO.: FINAL

\$ 1,178,962.25

Concrete Streets CIP NO.: 102-01

GRAND TOTAL

#### **NEW CONTRACT ITEMS**

|      | SECTION 1.                               |      |          |                    |          | cos         | OF COMPLETED    | WORK TO  | DATE        |   |          |                 |      |
|------|--|------|----------|--------------------|----------|-------------|-----------------|----------|-------------|---|----------|-----------------|------|
| Item |  |      |          |                    |          | NEW CONTRAC | TITEMS          |          | THIS PERIOD |   |          | TOTAL TO DATE   |      |
| No.  | Description of Item                      | Unit | Division | GL#                | Quantity | Cost/Unit   | Total Amt       | Quantity | Amount      | % | Quantity | Amount          | %    |
| 26   | Bonds & Insurace - Highlands Drive       | LS   | 1        | 203-449.30-974.241 | 1.00     | \$ 3,500.00 | \$ 3,500.00     |          |             |   | 1.00     | \$ 3,500.00     | 100% |
| 27   | Restoration - Highlands Drive            | LS   | 1        | 203-449.30-974.241 | 1.00     | \$ 500.00   | \$ 500.00       |          |             |   | 1.00     | \$ 500.00       | 100% |
| 28   | Temporary Traffic Control - Highlands D  | LS   | 1        | 203-449.30-974.241 | 1.00     | \$ 1,500.00 | \$ 1,500.00     |          |             |   | 1.00     | \$ 1,500.00     | 100% |
| 29   | Bonds, Insurance & Mobilization Heathe   | LS   | 2        | 211-445.00-975.157 | 1.00     | \$ 2,000.00 | \$ 2,000.00     |          |             |   | 1.00     | \$ 2,000.00     | 100% |
| 30   | Pre-Construction Audio/Visual Heatherg   | LS   | 2        | 211-445.00-975.157 | 1.00     | \$ 600.00   | \$ 600.00       |          |             |   | 1.00     | \$ 600.00       | 100% |
| 31   | Temporary Traffic Control Heathergreen   | LS   | 2        | 211-445.00-975.157 | 1.00     | \$ 500.00   | \$ 500.00       |          |             |   | 1.00     | \$ 500.00       | 100% |
| 32   | Soil Erosion Control Measures Heatherg   | LS   | 2        | 211-445.00-975.157 | 1.00     | \$ 500.00   | \$ 500.00       |          |             |   | 1.00     | \$ 500.00       | 100% |
| 33   | Conduit, Schedule 40, 4-inch Heathergr   | LF   | 2        | 211-445.00-975.157 | 0.00     | \$ 15.00    | \$ -            |          |             |   | 0.00     | \$ -            |      |
| 34   | Pavement, Remove, Modified Heathergre    | SY   | 2        | 211-445.00-975.157 | 992.89   | \$ 10.00    | \$ 9,928.90     |          |             |   | 992.89   | \$ 9,928.90     | 100% |
| 35   | Driveway, Remove, Modified Heathergre    | SY   | 2        | 211-445.00-975.157 | 42.00    | \$ 10.00    | \$ 420.00       |          |             |   | 42.00    | \$ 420.00       | 100% |
| 36   | Subgrade Undercut (As Needed) Heathe     | CY   | 2        | 211-445.00-975.157 | 0.00     | \$ 39.00    | \$ -            |          |             |   | 0.00     | \$ -            |      |
| 37   | Str Rehab Type 1: Point-Up Heathergree   | EA   | 2        | 211-445.00-975.157 | 3.00     | \$ 300.00   | \$ 900.00       |          |             |   | 3.00     | \$ 900.00       | 100% |
| 38   | Underdrain, 6-inch, w/Geo Tr Wrap Hea    | LF   | 2        | 211-445.00-975.157 | 446.00   | \$ 12.75    | \$ 5,686.50     |          |             |   | 446.00   | \$ 5,686.50     | 100% |
| 39   | 12-inch Concrete Storm Sewer Heatherg    | LF   | 2        | 211-445.00-975.157 | 59.00    | \$ 125.00   | \$ 7,375.00     |          |             |   | 59.00    | \$ 7,375.00     | 100% |
| 40   | Dr Str 48-inch Dia, incl Frame/Cover Hea | EA   | 2        | 211-445.00-975.157 | 2.00     | \$ 4,800.00 | \$ 9,600.00     |          |             |   | 2.00     | \$ 9,600.00     | 100% |
| 41   | Agg Base, 6-inch, Limestone Heathergre   | SY   | 2        | 211-445.00-975.157 | 42.00    | \$ 9.00     | \$ 378.00       |          |             |   | 42.00    | \$ 378.00       | 100% |
| 42   | Agg Base, 8-inch, Limestone Heathergre   | SY   | 2        | 211-445.00-975.157 | 992.89   | \$ 10.25    | \$ 10,177.12    |          |             |   | 992.89   | \$ 10,177.12    | 100% |
| 43   | Conc Pavt w/Integral Curb, Nonrein, 8" I | SY   | 2        | 211-445.00-975.157 | 992.89   | \$ 51.00    | \$ 50,637.39    |          |             |   | 992.89   | \$ 50,637.39    | 100% |
| 44   | Driveway, Nonreinf Conc, 6-inch Heathe   | SY   | 2        | 211-445.00-975.157 | 42.00    | \$ 53.00    | \$ 2,226.00     |          |             |   | 42.00    | \$ 2,226.00     | 100% |
| 45   | Restoration Heathergreene                | LS   | 2        | 211-445.00-975.157 | 1.00     | \$ 500.00   | \$ 500.00       |          |             |   | 1.00     | \$ 500.00       | 100% |
|      |  |      | 0        | 0                  | 0.00     | \$ -        | \$ -            |          |             |   | 0.00     | \$ -            |      |
|      |  |      | 0        | 0                  | 0.00     | \$ -        | \$ -            |          |             |   | 0.00     | \$ -            |      |
|      |  |      | 0        | 0                  | 0.00     | \$ -        | \$ -            |          |             |   | 0.00     | \$ -            |      |
|      | TOTAL FROM THIS SHEET                    |      |          |                    |          |             | \$ 106,928.91   |          | \$ -        |   |          | \$ 106,928.91   |      |
|      | TOTAL FROM OTHER SHEETS                  |      |          | \$ 1,178,962.25    |          |             | \$ 1,421,088.24 |          | \$ -        |   |          | \$ 1,421,088.24 |      |

\$ 1,528,017.16



10

**BALANCE DUE THIS PAYMENT:** 

### **CITY OF NOVI**

PURCHASE ORDER NO. 97280 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: 2023 Neighborhood Road Program -NOVI PROJECT NO.: PAYMENT NO.: **FINAL** 102-01 Concrete Streets CIP NO.: 1,178,962.25 **CHANGE ORDERS Original Contract Amount:** \$ **Change Orders:** \$ 349,054.90 No. Date **Amount** \$ 337,104.25 July 1, 2023 **Adjusted Contract Amount to Date:** 1,528,017.15 July 18, 2023 \$ 97,208.25 3 October 1, 2023 \$ (85,257.60) Total Cost of Work Performed to Date: 1,528,017.16 \$ 5 0% \$ MINUS Retainage: 6 MINUS Inspection "Crew Days": 95.00 \$ 7 To Date This Pay 0.00 8 Net Amt. Earned of Contract and Extra Work to Date: 1,528,017.16 9 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = \$1,500 Subtotal: 1,528,017.16 ADD Incentive "Crew Days", if under: TOTAL: \$ 349,054.90 Subtotal: \$ 1,528,017.16 **MINUS Amount of Previous Payments:** 1,451,616.29 1 \$ 136,499.56 2 \$ 131.970.21 3 \$ 182,133.32 72.00 Inspection "Crew Days" Allowed per Contract: 199,618.07 39.00 4 \$ Additional "Crew Days" per Change Orders: 5 \$ 251,414.71 111.00 Total Inspection "Crew Days" Allowed: 6 \$ 256,541.66 95.00 Inspection "Crew Days" Used to Date: 7 \$ 192,872.15 16.00 Inspection "Crew Days" Remaining: 8 \$ 100,066.62 9 \$ 500.00

76,400.87



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

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|---|---|-----|---|---|---|

|   | Section 3.  |  |   |  |  |  |  |  |
|---|---|--|---|--|--|--|--|--|
|   |   | APPLIC   | <b>CATION FOR F</b>   | FINAL PAYMENT  |  |  |  |  |
| PROJECT:  | 2023 Neighborhood Road Program -<br>Concrete Streets  | NOVI PROJECT NO.:<br>CIP NO.:  | 23-2102<br>102-01   | PAYMENT NO.: FINAL   |  |  |  |  |
| OWNER on an in full all obligator Payment; (listed in or covolear of all lein acceptable to encumberence            | ned CONTRACTOR certifies that: (1) Any previous mount of Work done under the Contract referred ations of CONTRACTOR incurred in connection (2) title to all Work, materials, and equipment incurred by this Application for Payment will pass to us, claims, security interest, and encumberences OWNER indemnifying OWNER against any suce); and (3) all Work covered by this Application for Cocuments and not defective as that term is defined. | I to above have been applied to<br>with Work covered by prior App<br>orporated in said Work of other<br>o OWNER at time of payment fr<br>is (except such as are covered by<br>the lein, claim security interest, o<br>or Payment is in accordance wi | discharge olications rwise eee and ry Bond or                             | Payment of the above AMOUNT DUE THIS APPLICATION is recommended.  CITY OF NOVI |  |  |  |  |
|   | Mattioli Cement Company,  |  | Aaron J. Staup, Construction Engineer  Electronic Signature Certification |  |  |  |  |  |
| CONTRACTOR - Electronic Signature Certification  Spalding DeDecker  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.



CONT0311 0105

United Fire & Casualty Company
118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909

| CONSENT OF SURETY TO FINAL PAYMENT  | OWNER  ARCHITECT  CONTRACTOR  SURETY  OTHER   |
|---|---|
| TO OWNER: (Name and address)  | AR CHITECT'S PROJECT NO.:   |
| City of Novi<br>26300 Lee Begole Dr.<br>Novi, MI 48375  | CONTRACT FOR:   |
| PROJECT: (Name and address)   | CONTRACT DATED:   |
| City of Novi - 2022-2023 Concrete NRP   |   |
|   | ract between the Owner and the Contractor as indicated above, UNITED d Avenue SE, PO Box 73909 Cedar Rapids, Iowa 52407-3909, SURETY, |
| on bond of (Insert name and address of Contractor) Mattioli Cement Company, LLC   |   |
| 6085 McGuire Rd. Fenton, MI 48430   | , CONTRACTOR,   |
| hereby approves of the final payment to the Co<br>Surety of any of its obligations to<br>(Insert name and address of Owner) | entractor, and agrees that final payment to the Contractor shall not relieve the  |
| City of Novi<br>26300 Lee Begole Dr.<br>Novi, MI 48375  | , OWNER,  |
| as set forth in said Surety's bond.   |   |
| IN WITNESS WHEREOF, the Surety has here (Insert in writing the month followed by the nu                                     | eunto set its hand on this date: 1/16/2024<br>umeric date and year.)  |
|   | UNITED FIRE & CASUALTY COMPANY  |
|   | (Surety)  |
| Thinks.   | (Signature of authorized representative)  James N. Slear  |
| Attest (Seal): Christopher Slear, Surety Bond Specialist  | Aprilited name and title) Attorney-In-Fact  |



#### UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

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

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indenmity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, HEATHER BUONDDONO, SHERRY ALTMAN ALEXANDER, IAN T. FOSTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

#### "Article VI - Surety Bonds and Undertakings"

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

> IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

22nd day of July, 2022







State of Iowa, County of Linn, ss:

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

On 22nd day of July, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones Iowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2024

Notary Public My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct, transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my mane and affixed the corporate seal of the said Corporations

20.24

this 16th day of January





By: Mouy A Butson Assistant Secret

UF&C & UF&I & FPIC

BP@A0049 1217

#### **RIDER**

### TO BE ATTACHED TO AND FORM PART OF

Maintenance Bond

Bond No. 54245646

In favor of City of Novi

on behalf of Mattioli Cement Company, LLC for the 2022 and 2023 Novi Concrete Road Project

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.

1. The Surety hereby gives its consent to:

| $ \overline{\checkmark} $ | INCREASE                            |
|---------------------------|-------------------------------------|
|                           | DECREASE                            |
|                           | CHANGE THE NAME OF THE PRINCIPAL    |
|                           | CHANGE THE ADDRESS OF THE PRINCIPAL |
|                           | CHANGE THE EFFECTIVE DATE           |
|                           | CHANGE THE EXPIRATION DATE          |
|                           | CHANGE THE BOND NUMBER              |
|                           | OTHER:                              |

FROM: Three Million Two Hundred Sixteen Thousand Six Hundred One and No/100THS (\$3,216,601.00)

**TO:** Three Million Two Hundred Twenty-Three Thousand Three Hundred Thirty and 46/100THS (\$3,223,330.46)

**EFFECTIVE DATE OF RIDER: 08/20/2024** 

- **2. 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 changed by this rider shall not be cumulative.
  - 3. Signed, and sealed this 26th day of August , 2024

United Fire & Casualty Company

By:\_

James N. Slear, Attorney-In-Fact



# UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

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

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, SHERRY ALTMAN ALEXANDER, IAN T. FOSTER, CONNOR MCDOWELL, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

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







IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 26th day of February, 2024

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

State of Iowa, County of Linn, ss:

On 26th day of February, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell Iowa Notarial Seal Commission number 713274 My Commission Expires 10/26/2025 Vatti Washell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 26th day of August , 20 24

CORPORATE SEAL OF THE CONTROL OF THE



Power of Attorney has not been revoked and is now in full force and effect.



By: Mary \$

Assistant Secretary, Ul & Lul & Lul & Fric

BPOA0049 1217

| Project Location:   | City as N.   | ovi                                 |  |   |
|---|--|-------------------------------------|--|---|
| Project Description:  | 1022-2023  | Novi neis                           | hbox how I Roa                               | l projector   |
| Contractor Name:  | Mattioli Cement (  |                                     |  |   |
|   | CONTRACTOR'S   | AFFIDAVIT OF                        | PAYMENT                                      |   |
| I Alfred Mattioli, Contra<br>except as listed below,<br>services performed and<br>for damages arising in o<br>paid in full or otherwise | all obligations for ma<br>all obligations for all kr<br>connection with the pe | aterials and equ<br>nown indebtedne | uipment furnished, a<br>ess and claims again | all work, labor and                                     |
| I further certify that the<br>contractors, suppliers of<br>and services for the pro-<br>name) Mattioli Cement (                         | materials, suppliers o<br>ject who have or may                                 | of equipment an<br>have had liens   | d all those who peri                         | formed work, labor                                      |
| I further agree to hold he<br>successors and assigns<br>asserted by any contract<br>who performed work, lab                             | armless and fully inder<br>, for any losses or exp<br>tor, sub-contractor, sur | mnify the owner<br>senses should a  | City/township //                             | ovi and its   |
| The following is a list equipment for the above   | of names of all parti<br>e referenced project.                                 | es who have for                     | ırnished material, l<br>h a separate sheet   | abor, services or if needed.                            |
|   | /Labor Furnished   | Price                               | Amount Paid                                  | Balance Due   |
| Mich Trit Sec   | L - Juiltse  | 4 8                                 | e  | A   |
| Finishey Tour   | - Adis Vide  | a survey,                           | 0 0  | A   |
| STATE OF MICHIGAN   | )<br>)ss.<br> stor)  |                                     |  |   |
| The foregoing affi  | davit was acknowledge  | ed before me thi                    | s 29 day of ()(                              | ใกและหม   |
|   | tioli_themember  |                                     |  | ement Co.   |
| Alful.  | MES  | (title)                             |  | eany name)  |
| STEPHANIE ST<br>Notary Public Star<br>County of Liv<br>My Commission Expir<br>Acting in the County of                                   | te of Michigan<br>ingston<br>as April 05, 2029                                 | Acting in the                       | gston Count                                  | Notary Public<br>ty, Michigan<br>Lings torn<br>5_, 2029 |



| My/our contract with [ [ ] (q++) #  | (Prime Contracting Party) to provide   |
|---|--|
| Redi-Mix (uncrete<br>(Type of service)  | for the improvement of the property  |
| described as City of Novi N   | eigh borhood 120 ad S Pryce+ Concrete 202  |
|   | ied, by signing this waiver, all my/our construction   |
| owner or lessee of the property of<br>Notice of Furnishing from me/one<br>the owner, lessee, or designee ha<br>us, the owner, lessee, or designee | to property that is a residential structure and if the or the owner's or lessee's designee has received a e or us or if I/we are not required to provide one, and as not received this waiver directly from me/one of may not rely upon it without contacting me/one of or personally, to verify that it is authentic. |
| Signed on: 1/18/2024  | Charles K. Show<br>(Signature of Lien Claimant)  |
|   | Charles K. Shors (Printed Name of Lien Claimant)   |
|   | V . P. (Title of Lien Claimant)  |
| Company Name: Mileo A   | Rel: -Mix G  |
| 1   |  |
| Address: 300 Concrete Telephone: 248-684-14   | Dr. Milford Mich. 48381  |



| My/our contract with Ma + + 101  | ime Contracting Party)  |               | _ to provide   |         |      |
|--|-------------------------|---------------|----------------|---------|------|
| Redi-Mix Concrete (Type of service)  | for the im              | provemo       | ent of the pro | operty  |      |
| 55.05.00.00.00.00  |                         |               |                |         | 7/37 |
| lescribed as C. H OF NOVING  | (Project Name)          | -0405         | project        | Loncer  | CC   |
|  |                         |               |                |         | 101  |
| aving been fully paid and satisfied, by<br>ien rights against such property are here   |                         |               | ny/our const   | ruction |      |
| 64-1   |                         | J.,           |                | 1:64    |      |
| f the improvement is provided to prop<br>owner or lessee of the property or the  |                         |               |                |         |      |
| Notice of Furnishing from me/one or us   | or if I/we are not re   | equired t     | to provide or  | ne, and |      |
| he owner, lessee, or designee has not it<br>is, the owner, lessee, or designee may it  |                         |               | -              |         |      |
| s, either in writing, by telephone, or per   |                         |               |                |         |      |
|  |                         | _             |                |         |      |
| Signed on: 1/18/2024   | Charles K               | of Lien Clair |                |         |      |
|  | (orginalize             | or Each Chair | y              |         |      |
|  | Charles<br>(Printed Nam | k             | Shore          |         |      |
| -  | (Printed Name           | e of Lien Cl  | aimant)        | 0,      |      |
|  | 1/ 5                    |               |                |         |      |
| V-   | (Title of               | Lien Claim    | ant)           |         |      |
|  |                         |               |                |         |      |
| Company Name: Milford Re   | edi-Mix (               | ۵.            |                |         |      |
| Address: 900 Concrete  | Dr. Milfor              | 2 M           | d. 49:         | 381     |      |
| Telephone: 248-684-1465  |                         |               |                |         |      |
| The state of the s |                         |               |                |         |      |



| My/our contract with Mattioli Lement Co to provide (Prime Contracting Party) to provide  |
|--|
| Joint Sealing for the improvement of the property  |
| described as City of Novi 2022 Neighbor hoal Roads program Concrete  (Project Name)  (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: Mich. Juit Sealing Dave Bacci   |
| (Signature of Lien Claimant)  (Printed Name of Lien Claimant)  |
| CPERATIONS (Title of Lien Claimant)  |
| Company Name: Mich Joint Souling   |
| Address: 28830 8 mile Rd #103 Farmington Hills Telephone: 248-476-4170 Mich 48306  |
| Telephone: 248-476-4170 Mich 48306   |



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

| - Joint  | Staling<br>Type of served   | for th   | ne improvement of the property   |
|--|---|--|--|
| described as G   | ty of Novi 2  | 023 Neig<br>(Project Name)   | inbur had Roude Pagn   |
|  |   |  |  |
| owner or lessee of<br>Notice of Furnish<br>the owner, lessee<br>us, the owner, les | of the property or the<br>ing from me/one or u<br>, or designee has not<br>see, or designee may | e owner's or le<br>is or if I/we are<br>t received this<br>not rely upon | essee's designee has received a<br>not required to provide one, and<br>waiver directly from me/one of<br>it without contacting me/one of |
| Signed on:   |   | - ANT  |  |
|  |   | (Print)  | ad Name of Lien Claimant)  |
|  | -   | OPE  | Title of Lien Claimant)  |
| (Signature of Lien Claimant)  (Printed Name of Lien Claimant)                      |   |  |  |
| Address: 2   | 8830 8n   | nile Rl  | #103 Farmington Hills  |
| Telephone: Z   | 48-476-41   | ZU   | MICH. 48306  |

# **FULL UNCONDITIONAL WAIVER**

| WE HAVE A CONTRACT WITH    | Mattioli Cement Co., LLC  |
|----------------------------|---|
|                            | (OTHER CONTRACTING PARTY)   |
| TO PROVIDEAUDIO VIDEO      | O SURVEY  |
| FOR THE IMPROVEMENT TO T   | HE PROPERTY DESCRIBED AS: oncrete Neighborhood Roads Program  |
|                            | CITY OF NOVI  |
| HAVING BEEN FULLY PAID AN  | ND SATISFIED, ALL MY/OUR CONSTRUCTION   |
| LIEN RIGHTS AGAINST SUBJEC | CT PROPERTY ARE HEREBY WAIVED AND   |
| RELEASED.                  |   |
| SIGNED ON:1/12/24          |   |
|                            | FINISHING TOUCH PHOTO & VIDEO   |
|                            | Cynthia Stirling Hurley  Digitally signed by Cynthia Stirling Hurley Date: 2024.01.12 12:15:31-05'00' |
|                            | Signature   |
|                            | ADDRESS: 25095 25 MILE RD.  |
|                            | CHESTERFIELD TWP., MI 48051   |
|                            |   |
|                            | TELEPHONE: 586.749.3340   |
|                            | FAX NO.: 586.749.3340   |

# **FULL UNCONDITIONAL WAIVER**

| WE HAVE A CONTRACT WITH Mattioli Cement Co., LLC (OTHER CONTRACTING PARTY)                  |
|---|
| TO PROVIDE AUDIO VIDEO SURVEY   |
| FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:  2023 Concrete Neighborhood Roads Program |
| CITY OF NOVI  |
| HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION                               |
| LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND                                  |
| RELEASED.   |
| SIGNED ON: 1/12/24 FINISHING TOUCH PHOTO & VIDEO  |
| Cynthia Stirling Hurley Date: 2024.01.12 12:15:01 -05'00'                                   |
| Signature   |
| ADDRESS: 25095 25 MILE RD.  |
| CHESTERFIELD TWP., MI 48051   |
| TELEPHONE: 586.749.3340   |
| FAY NO : 586 749 3340   |



**Balance Due This Payment =** 

Sheet 1 of 4

**PURCHASE ORDER NO.** 

97002

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

FINAL

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2022 Neighborhood Road Program -NOVI PROJECT NO.: 22-2102 PAYMENT NO.:

Concrete Streets CIP NO.: 102-01

Mattioli Cement Company, LLC OWNER: City of Novi ENGINEER: Spalding DeDecker CONTRACTOR: 6085 McGuire Road

45175 W. Ten Mile Road 905 South Boulevard East Novi, Michigan 48375 Rochester, Michigan 48037

REVISED:

Fenton, Michigan 48430 (248) 844-5400 (313) 215-1001

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

ORIGINAL: \$1,130,126.25 ORIGINAL: October 31, 2022 FROM: July 2, 2023

ACTUAL: REVISED: \$1,695,313.30 June 15, 2023 TO: January 25, 2024

#### COST OF COMPLETED WORK TO DATE SECTION 1.

42,382.83

| Item | 2022 NRP - Concrete Streets - Base Bid  GL# 203-449.30-974.231 |    | RP - Concrete Streets - Base Bid CONTRACT ITEMS (Original) GL# 203-449.30-974.231 |    |             |            | CONTRACT ITEMS (Revised) |    |           |               | THIS PERIOD |        |   | TOTAL TO DATE |       |           |      |
|------|--|----|---|----|-------------|------------|--------------------------|----|-----------|---------------|-------------|--------|---|---------------|-------|-----------|------|
| No.  | Description of Item Unit                                       |    | Quantity  | C  | Cost/Unit   | Total Amt  | Quantity                 | С  | Cost/Unit | Total Amt     | Quantity    | Amount | % | Quantity      | Amou  | nt        | %    |
| 0    | Crew Days - Division 1   | CD | 70.00   | \$ | 700.00 \$   | 49,000.00  | 128.00                   | \$ | 700.00    | \$ 89,600.00  |             |        |   | 122.00        | \$ 8  | 35,400.00 | 95%  |
| 0    | Crew Days - Division 2   | CD | 0.00  | \$ | 700.00      |            | 0.00                     | \$ | 700.00    | \$ -          |             |        |   | 0.00          |       |           |      |
| 0    | Crew Days - Division 3   | CD | 0.00  | \$ | 700.00      |            | 0.00                     | \$ | 700.00    | \$ -          |             |        |   | 0.00          |       |           |      |
| 0    | Crew Days - Division 4   | CD | 0.00  | \$ | 700.00      |            | 0.00                     | \$ | 700.00    | \$ -          |             |        |   | 0.00          |       |           |      |
| 0    | Crew Days - Division 5   | CD | 0.00  | \$ | 700.00      |            | 0.00                     | \$ | 700.00    | \$ -          |             |        |   | 0.00          |       |           |      |
|      | TOTAL CREW DAYS  |    | 70.00   | \$ | 700.00 \$   | 49,000.00  | 128.00                   | \$ | 700.00    | \$ 89,600.00  | 0.00        |        |   | 122.00        | \$ 8  | 85,400.00 | 95%  |
| 1    | Bonds, Insurance & Mobilization (5%)                           | LS | 1.00  | \$ | 1,000.00 \$ | 1,000.00   | 1.00                     | \$ | 1,000.00  | \$ 1,000.00   |             |        |   | 1.00          | \$    | 1,000.00  | 100% |
| 2    | Pre-Construction Audio/Visual                                  | LS | 1.00  | \$ | 1,200.00 \$ | 1,200.00   | 1.00                     | \$ | 1,200.00  | \$ 1,200.00   |             |        |   | 1.00          | \$    | 1,200.00  | 100% |
| 3    | Soil Erosion Control Measures                                  | LS | 1.00  | \$ | 1,000.00 \$ | 1,000.00   | 1.00                     | \$ | 1,000.00  | \$ 1,000.00   |             |        |   | 1.00          | \$    | 1,000.00  | 100% |
| 4    | Temporary Traffic Control                                      | LS | 1.00  | \$ | 7,500.00 \$ | 7,500.00   | 1.00                     | \$ | 7,500.00  | \$ 7,500.00   |             |        |   | 1.00          | \$    | 7,500.00  | 100% |
| 5    | Tree Protection Fence  | LF | 100.00  | \$ | 1.00 \$     | 100.00     | 0.00                     | \$ | 1.00      | \$ -          |             |        |   | 0.00          |       |           |      |
| 6    | Conduit, Schedule 40, 4-inch                                   | LF | 300.00  | \$ | 15.00 \$    | 4,500.00   | 0.00                     | \$ | 15.00     | \$ -          |             |        |   | 0.00          |       |           |      |
| 7    | Pavement, Remove, Modified                                     | SY | 13204.00  | \$ | 10.00 \$    | 132,040.00 | 21189.90                 | \$ | 10.00     | \$ 211,899.00 |             |        |   | 21189.90      | \$ 2  | 11,899.00 | 100% |
| 8    | Driveway, Remove, Modified                                     | SY | 343.00  | \$ | 10.00 \$    | 3,430.00   | 872.29                   | \$ | 10.00     | \$ 8,722.90   |             |        |   | 872.29        | \$    | 8,722.90  | 100% |
| 9    | Sidewalk, Remove, Modified                                     | SY | 79.00   | \$ | 10.00 \$    | 790.00     | 73.97                    | \$ | 10.00     | \$ 739.70     |             |        |   | 73.97         | \$    | 739.70    | 100% |
| 10   | Subgrade Undercut (As Needed)                                  | CY | 889.00  | \$ | 39.00 \$    | 34,671.00  | 410.09                   | \$ | 39.00     | \$ 15,993.51  |             |        |   | 410.09        | \$    | 15,993.51 | 100% |
| 11   | Structure Rehab Type 1: Point-Up                               | EA | 3.00  | \$ | 300.00 \$   | 900.00     | 0.00                     | \$ | 300.00    | \$ -          |             |        |   | 0.00          |       |           |      |
| 12   | Structure Rehab Type 2: Cover Adjust                           | EA | 18.00   | \$ | 300.00 \$   | 5,400.00   | 27.00                    | \$ | 300.00    | \$ 8,100.00   |             |        |   | 27.00         | \$    | 8,100.00  | 100% |
| 13   | Structure Rehab Type 3: Reconstruct                            | EA | 3.00  | \$ | 1,200.00 \$ | 3,600.00   | 1.00                     | \$ | 1,200.00  | \$ 1,200.00   |             |        |   | 1.00          | \$    | 1,200.00  | 100% |
| 14   | Underdrain, 6-inch w/Geotextile Wrap                           | LF | 6794.00   | \$ | 12.75 \$    | 86,623.50  | 10916.00                 | \$ | 12.75     | \$ 139,179.00 |             |        |   | 10916.00      | \$ 13 | 39,179.00 | 100% |
| 15   | Aggregate Base, 6-inch, Limestone                              | SY | 79.00   | \$ | 9.00 \$     | 711.00     | 73.97                    | \$ | 9.00      | \$ 665.73     |             |        |   | 73.97         | \$    | 665.73    | 100% |
| 16   | Aggregate Base, 8-inch, Limestone                              | SY | 13547.00  | \$ | 10.25 \$    | 138,856.75 | 17369.66                 | \$ | 10.25     | \$ 178,039.02 |             |        |   | 17369.66      | •     | 78,039.02 | 100% |
| 17   | Conc Pavt w/Integral Curb, N-R, 8"                             | SY | 9814.00   | \$ | 51.00 \$    | 500,514.00 | 17548.62                 | \$ | 51.00     | \$ 894,979.62 |             |        |   | 17548.62      | \$ 89 | 94,979.62 | 100% |
| 18   | Conc Pavt w/Integral Curb, N-R, 9"                             | SY | 3390.00   | \$ | 54.00 \$    | 183,060.00 | 3640.78                  | \$ | 54.00     | \$ 196,602.12 |             |        |   | 3640.78       | \$ 19 | 96,602.12 | 100% |
| 19   | Driveway, N-R Conc, 6-inch                                     | SY | 196.00  | \$ | 53.00 \$    | 10,388.00  | 247.79                   | \$ | 53.00     | \$ 13,132.87  |             |        |   | 247.79        | \$    | 13,132.87 | 100% |
| 20   | Driveway, N-R Conc, 8-inch                                     | SY | 147.00  | \$ | 55.00 \$    | 8,085.00   | 0.00                     | \$ | 55.00     | \$ -          |             |        |   | 0.00          |       |           |      |
| 21   | ADA Ramp, Conc, 6-inch   | SF | 591.00  | \$ | 7.00 \$     | 4,137.00   | 665.69                   | \$ | 7.00      | \$ 4,659.83   |             |        |   | 665.69        | \$    | 4,659.83  | 100% |
| 22   | ADA Detectable Warning Plate                                   | SF | 50.00   | \$ | 20.00 \$    | 1,000.00   | 70.00                    | \$ | 20.00     | \$ 1,400.00   |             |        |   | 70.00         | \$    | 1,400.00  | 100% |
| 23   | Pavt Mrkg, Overlay C-P, 24" Stop Bar                           | LF | 13.00   | \$ | 40.00 \$    | 520.00     | 12.50                    | \$ | 40.00     | \$ 500.00     |             |        |   | 12.50         | \$    | 500.00    | 100% |
| 24   | Restoration  | LS | 1.00  | \$ | 100.00 \$   | 100.00     | 1.00                     | \$ | 100.00    | \$ 100.00     |             |        |   | 1.00          | \$    | 100.00    | 100% |



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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2022 Neighborhood Road Program - NOVI PROJECT NO.: 22-2102 PAYMENT NO.: FINAL

Concrete Streets CIP NO.: 102-01

#### **NEW CONTRACT ITEMS**

|             | SECTION 1.                               |      |          |                 | COST OF COMPLETED WORK TO DATE |    |           |                 |             |        |    |               |    |              |      |
|-------------|--|------|----------|-----------------|--------------------------------|----|-----------|-----------------|-------------|--------|----|---------------|----|--------------|------|
|             |  |      |          |                 | NEW CONTRACT ITEMS             |    |           |                 | THIS PERIOD |        |    | TOTAL TO DATE |    |              |      |
| Item<br>No. | Description of Item                      | Unit | Division | GL#             | Quantity                       |    | Cost/Unit | Total Amt       | Quantity    | Amount | %  | Quantity      |    | Amount       | %    |
| 25          | Bonds, Insurance, and Mobilization (5% N | LS   | 0        | 0               | 1.00                           | \$ | 2,500.00  |                 | Quantity    | Alloun | /0 | 1.00          | \$ | 2,500.00     | 100% |
| 26          | Pre-Construction Audio Visual Cumberla   | LS   | 0        | 0               | 1.00                           | \$ | 1,350.00  |                 |             |        |    | 1.00          | \$ | 1,350.00     | 100% |
| 27          | Temporary Traffic Control Cumberland     | LS   | 0        | 0               | 1.00                           | \$ | 4,000.00  |                 |             |        |    | 1.00          | \$ | 4,000.00     | 100% |
| 28          | Soil Erosion Control Measures Cumberla   | LS   | 0        | 0               | 1.00                           | \$ |           | \$ 750.00       |             |        |    | 1.00          | \$ | 750.00       | 100% |
| 29          | Restoration Cumberland                   | LS   | 0        | 0               | 1.00                           | \$ | 100.00    |                 |             |        |    | 1.00          | \$ | 100.00       | 100% |
| 30          |  |      | 0        | 0               | 0.00                           | \$ |           | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 31          |  |      | 0        | 0               | 0.00                           | \$ |           | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 32          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 33          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 34          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 35          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 36          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 37          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 38          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 39          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 40          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 41          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 42          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 43          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 44          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 45          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 46          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 47          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 48          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 49          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 50          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 51          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
| 52          |  |      | 0        | 0               | 0.00                           | \$ | -         | \$ -            |             |        |    | 0.00          | \$ | -            |      |
|             | TOTAL FROM THIS SHEET                    |      |          |                 |                                |    |           | \$ 8,700.00     |             | \$ -   |    |               | \$ | 8,700.00     |      |
|             | TOTAL FROM OTHER SHEETS                  |      |          | \$ 1,130,126.25 |                                |    |           | \$ 1,686,613.30 |             | \$ -   |    |               | \$ | 1,686,613.30 |      |
|             | GRAND TOTAL                              |      |          | \$ 1,130,126.25 |                                |    |           | \$ 1,695,313.30 |             | \$ -   |    |               | \$ | 1,695,313.30 | 100% |



PURCHASE ORDER NO. 97002 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: 2022 Neighborhood Road Program -NOVI PROJECT NO.: 22-2102 PAYMENT NO .: **FINAL** Concrete Streets CIP NO.: 102-01 **Original Contract Amount:** \$ 1,130,126.25 **CHANGE ORDERS** \$ Change Orders: 565,187.05 No. Date <u>Amount</u> 637,283.75 July 8, 2022 **Adjusted Contract Amount to Date:** \$ 1,695,313.30 September 22, 2022 \$ 13,542.12 (93,162.25) 3 October 6, 2022 **Total Cost of Work Performed to Date:** \$ 1,695,313.30 1,294.13 October 27, 2022 6,229.30 June 30, 2023 MINUS Retainage: MINUS Inspection "Crew Days": 122.00 To Date \$ 0.00 This Pay 8 \$ Net Amt. Earned of Contract and Extra Work to Date: 1,695,313.30 9 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = \$1,500 Subtotal: \$ 1,695,313.30 ADD Incentive "Crew Days", if under: TOTAL: \$ 565,187.05 Subtotal: \$ 1,695,313.30 **MINUS Amount of Previous Payments:** \$ 1,652,930.47 1 \$ 451,646.53 2 \$ 182.083.62 3 \$ 83,054.95 Inspection "Crew Days" Allowed per Contract: 70.00 4 \$ 169,588.29 Additional "Crew Days" per Change Orders: 58.00 226,435.91 Total Inspection "Crew Days" Allowed: 128.00 5 \$ 234,355.94 122.00 6 \$ Inspection "Crew Days" Used to Date: 297,809.19 7 \$ Inspection "Crew Days" Remaining: 6.00

**BALANCE DUE THIS PAYMENT:** 

1,361.77

6,594.27

8 \$

9 \$

42,382.83



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

| 90 | cti | nn | 2 |
|----|-----|----|---|

|   | Section 3.  |   |                   |  |  |
|---|---|---|-------------------|--|--|
|   |   | APPLICA   | ATION FOR FIN     | INAL PAYMENT   |  |
| PROJECT:  | 2022 Neighborhood Road Program -<br>Concrete Streets  | NOVI PROJECT NO.:<br>CIP NO.:   | 22-2102<br>102-01 | PAYMENT NO.: FINAL   |  |
| OWNER on am in full all obligati for Payment; (2) listed in or cover clear of all leins, acceptable to Oencumberence) | d CONTRACTOR certifies that: (1) Any previous ount of Work done under the Contract referred to ons of CONTRACTOR incurred in connection with title to all Work, materials, and equipment incorpred by this Application for Payment will pass to Oviclaims, security interest, and encumberences (ew NER indemnifying OWNER against any such let; and (3) all Work covered by this Application for Focuments and not defective as that term is defined | above have been applied to disch<br>h Work covered by prior Applicatio<br>porated in said Work of otherwise<br>WNER at time of payment free and<br>xcept such as are covered by Bond<br>ein, claim security interest, or<br>Payment is in accordance with | ns<br>I           | Payment of the above AMOUNT DUE THIS APPLICATION is recommended.  CITY OF NOVI |  |
|   |   |   |                   | Aaron J. Staup, Construction Engineer  Electronic Signature Certification      |  |
|   | Mattioli Cement Company, I<br>CONTRACTOR - Electronic Signature   |   |                   |  |  |
|   | Spalding DeDecker 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.



OWNER:

ORIGINAL:

#### CITY OF NOVI

**Balance Due This Payment =** 

Sheet 1 of 5

PURCHASE ORDER NO. 97280

COST OF COMPLETED WORK TO DATE

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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2023 Neighborhood Road Program -Concrete Streets

City of Novi

NOVI PROJECT NO.: CIP NO.: 23-2102 102-01 PAYMENT NO.:

FINAL

ENGINEER:

Spalding DeDecker

CONTRACTOR:

FROM:

Mattioli Cement Company, LLC 6085 McGuire Road

45175 W. Ten Mile Road

905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400

Fenton, Michigan 48430

Novi, Michigan 48375

ON DATES

(313) 215-1001 <u>DATES OF ESTIMATE</u>

CONTRACT AMOUNT FINAL COMPLETION DATES

\$1,178,962.25

ORIGINAL:

November 9, 2023

October 5, 2023

**REVISED:** \$1,528,017.15

REVISED: ACTUAL:

TO:

January 25, 2024

#### SECTION 1.

| Item | 2023 NRP - Concrete - Base Bid<br>dem GL# 203-449.30-974.241 |      |          | GL# 203-449.30-974.241 |               |          | CONTRACT 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    | Crew Days - Division 1 - Base Bid                            | CD   | 72.00    | \$ 700.00              | \$ 50,400.00  | 97.00    | \$ 700.00                | \$ 67,900.00  |          |             |   | 80.00    | \$ 56,000.00  | 82%  |  |  |
| 0    | Crew Days - Division 2                                       | CD   | 0.00     | \$ 700.00              |               | 14.00    | \$ 700.00                | \$ 9,800.00   |          |             |   | 15.00    | \$ 10,500.00  | 107% |  |  |
| 0    | Crew Days - Division 3                                       | CD   | 0.00     | \$ 700.00              |               | 0.00     | \$ 700.00                | \$ -          |          |             |   | 0.00     |               |      |  |  |
| 0    | Crew Days - Division 4                                       | CD   | 0.00     | \$ 700.00              |               | 0.00     | \$ 700.00                | \$ -          |          |             |   | 0.00     |               |      |  |  |
| 0    | Crew Days - Division 5                                       | CD   | 0.00     | \$ 700.00              |               | 0.00     | \$ 700.00                | \$ -          |          |             |   | 0.00     |               |      |  |  |
|      | TOTAL CREW DAYS  |      | 72.00    | \$ 700.00              | \$ 50,400.00  | 111.00   | \$ 700.00                | \$ 77,700.00  | 0.00     |             |   | 95.00    | \$ 66,500.00  | 86%  |  |  |
| 1    | Bonds, Insurance & Mobilization (5%)                         | LS   | 1.00     | \$ 1,000.00            | \$ 1,000.00   | 1.00     | \$ 1,000.00              | \$ 1,000.00   |          |             |   | 1.00     | \$ 1,000.00   | 100% |  |  |
| 2    | Pre-Construction Audio/Visual                                | LS   | 1.00     | \$ 1,700.00            | \$ 1,700.00   | 1.00     | \$ 1,700.00              | \$ 1,700.00   |          |             |   | 1.00     | \$ 1,700.00   | 100% |  |  |
| 3    | Soil Erosion Control Measures                                | LS   | 1.00     | \$ 1,000.00            | \$ 1,000.00   | 1.00     | \$ 1,000.00              | \$ 1,000.00   |          |             |   | 1.00     | \$ 1,000.00   | 100% |  |  |
| 4    | Temporary Traffic Control                                    | LS   | 1.00     | \$ 2,500.00            | \$ 2,500.00   | 1.00     | \$ 2,500.00              | \$ 2,500.00   |          |             |   | 1.00     | \$ 2,500.00   | 100% |  |  |
| 5    | Tree Protection Fence  | LF   | 100.00   | \$ 1.00                | \$ 100.00     | 0.00     | \$ 1.00                  | \$ -          |          |             |   | 0.00     |               |      |  |  |
| 6    | Conduit, Schedule 40, 4-inch                                 | LF   | 300.00   | \$ 15.00               | \$ 4,500.00   | 0.00     | \$ 15.00                 | \$ -          |          |             |   | 0.00     |               |      |  |  |
| 7    | Pavement Repair, Remove, Modified                            | SY   | 3664.00  | \$ 17.00               | \$ 62,288.00  | 1156.49  | \$ 17.00                 | \$ 19,660.33  |          |             |   | 1156.49  | \$ 19,660.33  | 100% |  |  |
| 8    | Pavement, Remove, Modified                                   | SY   | 10484.00 | \$ 10.00               | \$ 104,840.00 | 17038.56 | \$ 10.00                 | \$ 170,385.60 |          |             |   | 17038.56 | \$ 170,385.60 | 100% |  |  |
| 9    | Driveway, Remove, Modified                                   | SY   | 317.00   | \$ 10.00               | \$ 3,170.00   | 46.08    | \$ 10.00                 | \$ 460.80     |          |             |   | 46.08    | \$ 460.80     | 100% |  |  |
| 10   | Sidewalk, Remove, Modified                                   | SY   | 107.00   | \$ 10.00               | \$ 1,070.00   | 85.00    | \$ 10.00                 | \$ 850.00     |          |             |   | 85.00    | \$ 850.00     | 100% |  |  |
| 11   | Subgrade Undercut (As Needed)                                | CY   | 943.00   | \$ 39.00               | \$ 36,777.00  | 113.81   | \$ 39.00                 | \$ 4,438.59   |          |             |   | 113.81   | \$ 4,438.59   | 100% |  |  |
| 12   | Structure Rehab Type 1: Point-Up                             | EA   | 2.00     | \$ 300.00              | \$ 600.00     | 0.00     | \$ 300.00                | \$ -          |          |             |   | 0.00     |               |      |  |  |
| 13   | Structure Rehab Type 2: Cover Adjust                         | EA   | 21.00    | \$ 300.00              | \$ 6,300.00   | 27.00    | \$ 300.00                | \$ 8,100.00   |          |             |   | 27.00    | \$ 8,100.00   | 100% |  |  |
| 14   | Structure Rehab Type 3: Reconstruct                          | EA   | 3.00     | \$ 1,200.00            | \$ 3,600.00   | 0.00     | \$ 1,200.00              | \$ -          |          |             |   | 0.00     |               |      |  |  |
| 15   | Underdrain, 6-inch w/Geotextile Wrap                         | LF   | 6380.00  | \$ 12.75               | \$ 81,345.00  | 8883.00  | \$ 12.75                 | \$ 113,258.25 |          |             |   | 8883.00  | \$ 113,258.25 | 100% |  |  |
| 16   | Aggregate Base, 6-inch, Limestone                            | SY   | 84.00    | \$ 9.00                | \$ 756.00     | 97.22    | \$ 9.00                  | \$ 874.98     |          |             |   | 97.22    | \$ 874.98     | 100% |  |  |
| 17   | Aggregate Base, 8-inch, Limestone                            | SY   | 11895.00 | \$ 10.25               | \$ 121,923.75 | 15610.21 | \$ 10.25                 | \$ 160,004.65 |          |             |   | 15610.21 | \$ 160,004.65 | 100% |  |  |
| 18   | Curb and Gutter, Conc, Remove                                | LF   | 25.00    | \$ 10.00               | \$ 250.00     | 0.00     | \$ 10.00                 | \$ -          |          |             |   | 0.00     |               |      |  |  |
| 19   | Curb and Gutter, Conc, Modified                              | LF   | 25.00    | \$ 30.00               | \$ 750.00     | 0.00     | \$ 30.00                 | \$ -          |          |             |   | 0.00     |               |      |  |  |
| 20   | Conc Pavt w/Integral Curb, N-R, 8"                           | SY   | 14148.00 | \$ 51.00               | \$ 721,548.00 | 18195.05 | \$ 51.00                 | \$ 927,947.55 |          |             |   | 18195.05 | \$ 927,947.55 | 100% |  |  |
| 21   | Driveway, N-R Conc, 6-inch                                   | SY   | 317.00   | \$ 53.00               | \$ 16,801.00  | 46.08    | \$ 53.00                 | \$ 2,442.24   |          |             |   | 46.08    | \$ 2,442.24   | 100% |  |  |
| 22   | Sidewalk, Conc, 4-inch                                       | SF   | 154.00   | \$ 6.75                | \$ 1,039.50   | 175.00   | \$ 6.75                  | \$ 1,181.25   |          |             |   | 175.00   | \$ 1,181.25   | 100% |  |  |
| 23   | ADA Ramp, Conc, 6-inch                                       | SF   | 572.00   | \$ 7.00                | \$ 4,004.00   | 512.00   | \$ 7.00                  | \$ 3,584.00   |          |             |   | 512.00   | \$ 3,584.00   | 100% |  |  |
| 24   | ADA Detectable Warning Plate                                 | SF   | 50.00    | \$ 20.00               | \$ 1,000.00   | 80.00    | \$ 20.00                 | \$ 1,600.00   |          |             |   | 80.00    | \$ 1,600.00   | 100% |  |  |



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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2023 Neighborhood Road Program - NOVI PROJECT NO.: 23-2102 PAYMENT NO.: FINAL

Concrete Streets CIP NO.: 102-01

| SECTION 1. |   |          |   |           |                 | COST OF COMPLETED WORK TO DATE                         |           |                 |                                |      |  |                                  |    |              |       |
|------------|---|----------|---|-----------|-----------------|--|-----------|-----------------|--------------------------------|------|--|----------------------------------|----|--------------|-------|
| Item       | 2023 NRP - Concrete - Base Bid, Continued  GL# 203-449.30-974.241  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 % |    |              |       |
| 25         | Restoration   | LS       | 1.00  | \$ 100.00 | \$ 100.00       | 1.00   | \$ 100.00 | \$ 100.00       |                                |      |  | 1.00                             | \$ | 100.00       | 100%  |
| 20         | Trocker dation.   |          | 1.00  | ψ 100.00  | ψ 100.00        | 1.00   | Ψ 100.00  | ψ 100.00        |                                |      |  | 1.00                             | ų. | 100.00       | 10070 |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
| -          |   |          |   | -         |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  | 1                                | 1  |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  | 1  |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  | ļ  |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   | -         |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
|            |   |          |   |           |                 |  |           |                 |                                |      |  |                                  |    |              |       |
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|            |   |          | <b> </b>  | <b> </b>  |                 |  |           |                 |                                |      |  |                                  |    |              |       |
| <u> </u>   |   |          |   |           |                 |  |           |                 |                                |      |  |                                  | 1  |              |       |
|            | TOTAL EDOM THE CHEET  | <u> </u> | 1   | 1         | \$ 100.00       | J  | l .       | f 400.00        |                                | \$ - |  | l                                |    | 400.00       |       |
|            | TOTAL FROM THIS SHEET   |          |   |           |                 |  |           | \$ 100.00       |                                |      |  |                                  | \$ | 100.00       |       |
|            | TOTAL FROM OTHER SHEET  |          |   |           | \$ 1,178,862.25 |  |           | \$ 1,420,988.24 |                                | \$ - |  |                                  | \$ | 1,420,988.24 |       |
| SUBTOTAL   |   |          |   |           | \$ 1,178,962.25 |  |           | \$ 1,421,088.24 |                                | \$ - |  |                                  | \$ | 1,421,088.24 | 100%  |



### **CITY OF NOVI**

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

1,528,017.16 100%

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2023 Neighborhood Road Program - NOVI PROJECT NO.: 23-2102 PAYMENT NO.: FINAL

\$ 1,178,962.25

Concrete Streets CIP NO.: 102-01

GRAND TOTAL

#### **NEW CONTRACT ITEMS**

| SECTION 1. |  |      | COST OF COMPLETED WORK TO DATE |                    |          |             |                 |          |             |   |          |                 |      |
|------------|--|------|--------------------------------|--------------------|----------|-------------|-----------------|----------|-------------|---|----------|-----------------|------|
| Item       |  |      |                                |                    |          | NEW CONTRAC | TITEMS          |          | THIS PERIOD |   |          | TOTAL TO DATE   |      |
| No.        | Description of Item                      | Unit | Division                       | GL#                | Quantity | Cost/Unit   | Total Amt       | Quantity | Amount      | % | Quantity | Amount          | %    |
| 26         | Bonds & Insurace - Highlands Drive       | LS   | 1                              | 203-449.30-974.241 | 1.00     | \$ 3,500.00 | \$ 3,500.00     |          |             |   | 1.00     | \$ 3,500.00     | 100% |
| 27         | Restoration - Highlands Drive            | LS   | 1                              | 203-449.30-974.241 | 1.00     | \$ 500.00   | \$ 500.00       |          |             |   | 1.00     | \$ 500.00       | 100% |
| 28         | Temporary Traffic Control - Highlands D  | LS   | 1                              | 203-449.30-974.241 | 1.00     | \$ 1,500.00 | \$ 1,500.00     |          |             |   | 1.00     | \$ 1,500.00     | 100% |
| 29         | Bonds, Insurance & Mobilization Heathe   | LS   | 2                              | 211-445.00-975.157 | 1.00     | \$ 2,000.00 | \$ 2,000.00     |          |             |   | 1.00     | \$ 2,000.00     | 100% |
| 30         | Pre-Construction Audio/Visual Heatherg   | LS   | 2                              | 211-445.00-975.157 | 1.00     | \$ 600.00   | \$ 600.00       |          |             |   | 1.00     | \$ 600.00       | 100% |
| 31         | Temporary Traffic Control Heathergreen   | LS   | 2                              | 211-445.00-975.157 | 1.00     | \$ 500.00   | \$ 500.00       |          |             |   | 1.00     | \$ 500.00       | 100% |
| 32         | Soil Erosion Control Measures Heatherg   | LS   | 2                              | 211-445.00-975.157 | 1.00     | \$ 500.00   | \$ 500.00       |          |             |   | 1.00     | \$ 500.00       | 100% |
| 33         | Conduit, Schedule 40, 4-inch Heathergr   | LF   | 2                              | 211-445.00-975.157 | 0.00     | \$ 15.00    | \$ -            |          |             |   | 0.00     | \$ -            |      |
| 34         | Pavement, Remove, Modified Heathergre    | SY   | 2                              | 211-445.00-975.157 | 992.89   | \$ 10.00    | \$ 9,928.90     |          |             |   | 992.89   | \$ 9,928.90     | 100% |
| 35         | Driveway, Remove, Modified Heathergre    | SY   | 2                              | 211-445.00-975.157 | 42.00    | \$ 10.00    | \$ 420.00       |          |             |   | 42.00    | \$ 420.00       | 100% |
| 36         | Subgrade Undercut (As Needed) Heathe     | CY   | 2                              | 211-445.00-975.157 | 0.00     | \$ 39.00    | \$ -            |          |             |   | 0.00     | \$ -            |      |
| 37         | Str Rehab Type 1: Point-Up Heathergree   | EA   | 2                              | 211-445.00-975.157 | 3.00     | \$ 300.00   | \$ 900.00       |          |             |   | 3.00     | \$ 900.00       | 100% |
| 38         | Underdrain, 6-inch, w/Geo Tr Wrap Hea    | LF   | 2                              | 211-445.00-975.157 | 446.00   | \$ 12.75    | \$ 5,686.50     |          |             |   | 446.00   | \$ 5,686.50     | 100% |
| 39         | 12-inch Concrete Storm Sewer Heatherg    | LF   | 2                              | 211-445.00-975.157 | 59.00    | \$ 125.00   | \$ 7,375.00     |          |             |   | 59.00    | \$ 7,375.00     | 100% |
| 40         | Dr Str 48-inch Dia, incl Frame/Cover Hea | EA   | 2                              | 211-445.00-975.157 | 2.00     | \$ 4,800.00 | \$ 9,600.00     |          |             |   | 2.00     | \$ 9,600.00     | 100% |
| 41         | Agg Base, 6-inch, Limestone Heathergre   | SY   | 2                              | 211-445.00-975.157 | 42.00    | \$ 9.00     | \$ 378.00       |          |             |   | 42.00    | \$ 378.00       | 100% |
| 42         | Agg Base, 8-inch, Limestone Heathergre   | SY   | 2                              | 211-445.00-975.157 | 992.89   | \$ 10.25    | \$ 10,177.12    |          |             |   | 992.89   | \$ 10,177.12    | 100% |
| 43         | Conc Pavt w/Integral Curb, Nonrein, 8" I | SY   | 2                              | 211-445.00-975.157 | 992.89   | \$ 51.00    | \$ 50,637.39    |          |             |   | 992.89   | \$ 50,637.39    | 100% |
| 44         | Driveway, Nonreinf Conc, 6-inch Heathe   | SY   | 2                              | 211-445.00-975.157 | 42.00    | \$ 53.00    | \$ 2,226.00     |          |             |   | 42.00    | \$ 2,226.00     | 100% |
| 45         | Restoration Heathergreene                | LS   | 2                              | 211-445.00-975.157 | 1.00     | \$ 500.00   | \$ 500.00       |          |             |   | 1.00     | \$ 500.00       | 100% |
|            |  |      | 0                              | 0                  | 0.00     | \$ -        | \$ -            |          |             |   | 0.00     | \$ -            |      |
|            |  |      | 0                              | 0                  | 0.00     | \$ -        | \$ -            |          |             |   | 0.00     | \$ -            |      |
|            |  |      | 0                              | 0                  | 0.00     | \$ -        | \$ -            |          |             |   | 0.00     | \$ -            |      |
|            | TOTAL FROM THIS SHEET                    |      |                                |                    |          |             | \$ 106,928.91   |          | \$ -        |   |          | \$ 106,928.91   |      |
|            | TOTAL FROM OTHER SHEETS                  |      |                                | \$ 1,178,962.25    |          |             | \$ 1,421,088.24 |          | \$ -        |   |          | \$ 1,421,088.24 |      |

\$ 1,528,017.16



10

**BALANCE DUE THIS PAYMENT:** 

#### **CITY OF NOVI**

PURCHASE ORDER NO. 97280 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: 2023 Neighborhood Road Program -NOVI PROJECT NO.: PAYMENT NO.: **FINAL** 102-01 Concrete Streets CIP NO.: 1,178,962.25 **CHANGE ORDERS Original Contract Amount:** \$ **Change Orders:** \$ 349,054.90 No. Date **Amount** \$ 337,104.25 July 1, 2023 **Adjusted Contract Amount to Date:** 1,528,017.15 July 18, 2023 \$ 97,208.25 3 October 1, 2023 \$ (85,257.60) Total Cost of Work Performed to Date: 1,528,017.16 \$ 5 0% \$ MINUS Retainage: 6 MINUS Inspection "Crew Days": 95.00 \$ 7 To Date This Pay 0.00 8 Net Amt. Earned of Contract and Extra Work to Date: 1,528,017.16 9 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = \$1,500 Subtotal: 1,528,017.16 ADD Incentive "Crew Days", if under: TOTAL: \$ 349,054.90 Subtotal: \$ 1,528,017.16 **MINUS Amount of Previous Payments:** 1,451,616.29 1 \$ 136,499.56 2 \$ 131.970.21 3 \$ 182,133.32 72.00 Inspection "Crew Days" Allowed per Contract: 199,618.07 39.00 4 \$ Additional "Crew Days" per Change Orders: 5 \$ 251,414.71 111.00 Total Inspection "Crew Days" Allowed: 6 \$ 256,541.66 95.00 Inspection "Crew Days" Used to Date: 7 \$ 192,872.15 16.00 Inspection "Crew Days" Remaining: 8 \$ 100,066.62 9 \$ 500.00

76,400.87



#### **CITY OF NOVI**

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

| c | ~ | .4: | _ | n | 2 |
|---|---|-----|---|---|---|

|  | Section 3.  |  |   |  |
|--|---|--|---|--|
|  |   | APPLIC   | <b>CATION FOR F</b>                           | FINAL PAYMENT  |
| PROJECT:   | 2023 Neighborhood Road Program -<br>Concrete Streets  | NOVI PROJECT NO.:<br>CIP NO.:  | 23-2102<br>102-01                             | PAYMENT NO.: FINAL   |
| OWNER on an in full all obligator Payment; (listed in or covolear of all lein acceptable to encumberence | ned CONTRACTOR certifies that: (1) Any previous mount of Work done under the Contract referred ations of CONTRACTOR incurred in connection (2) title to all Work, materials, and equipment incurred by this Application for Payment will pass to use claims, security interest, and encumberences OWNER indemnifying OWNER against any suce); and (3) all Work covered by this Application for Cocuments and not defective as that term is defined. | I to above have been applied to<br>with Work covered by prior App<br>orporated in said Work of other<br>o OWNER at time of payment fr<br>is (except such as are covered by<br>the lein, claim security interest, o<br>or Payment is in accordance wi | discharge olications rwise eee and ry Bond or | Payment of the above AMOUNT DUE THIS APPLICATION is recommended.  CITY OF NOVI |
|  | <b>Mattioli Cement Company,</b><br>CONTRACTOR - Electronic Signature  |  |   | Aaron J. Staup, Construction Engineer  Electronic Signature Certification      |
|  | Spalding DeDecker CONSULTANT - Electronic Signature   |  |   |  |

□ 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.



CONT0311 0105

United Fire & Casualty Company
118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909

| CONSENT OF SURETY TO FINAL PAYMENT  | OWNER  ARCHITECT  CONTRACTOR  SURETY  OTHER   |
|---|---|
| TO OWNER: (Name and address)  | AR CHITECT'S PROJECT NO.:   |
| City of Novi<br>26300 Lee Begole Dr.<br>Novi, MI 48375  | CONTRACT FOR:   |
| PROJECT: (Name and address)   | CONTRACT DATED:   |
| City of Novi - 2022-2023 Concrete NRP   |   |
|   | ract between the Owner and the Contractor as indicated above, UNITED d Avenue SE, PO Box 73909 Cedar Rapids, Iowa 52407-3909, SURETY, |
| on bond of (Insert name and address of Contractor) Mattioli Cement Company, LLC   |   |
| 6085 McGuire Rd. Fenton, MI 48430   | , CONTRACTOR,   |
| hereby approves of the final payment to the Co<br>Surety of any of its obligations to<br>(Insert name and address of Owner) | entractor, and agrees that final payment to the Contractor shall not relieve the  |
| City of Novi<br>26300 Lee Begole Dr.<br>Novi, MI 48375  | , OWNER,  |
| as set forth in said Surety's bond.   |   |
| IN WITNESS WHEREOF, the Surety has here (Insert in writing the month followed by the nu                                     | eunto set its hand on this date: 1/16/2024<br>umeric date and year.)  |
|   | UNITED FIRE & CASUALTY COMPANY  |
|   | (Surety)  |
| Thinks.   | (Signature of authorized representative)  James N. Slear  |
| Attest (Seal): Christopher Slear, Surety Bond Specialist  | Aprilited name and title) Attorney-In-Fact  |



#### UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

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

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indenmity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, HEATHER BUONDDONO, SHERRY ALTMAN ALEXANDER, IAN T. FOSTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

#### "Article VI - Surety Bonds and Undertakings"

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

> IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

22nd day of July, 2022







State of Iowa, County of Linn, ss:

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

On 22nd day of July, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones Iowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2024

Notary Public My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attomey, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct, transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my mane and affixed the corporate seal of the said Corporations

20.24

this 16th day of January





By: Mouy A Butson Assistant Secret

UF&C & UF&I & FPIC

BP@A0049 1217

#### **RIDER**

#### TO BE ATTACHED TO AND FORM PART OF

Maintenance Bond

Bond No. 54245646

In favor of City of Novi

on behalf of Mattioli Cement Company, LLC for the 2022 and 2023 Novi Concrete Road Project

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.

1. The Surety hereby gives its consent to:

| $ \overline{\checkmark} $ | INCREASE                            |
|---------------------------|-------------------------------------|
|                           | DECREASE                            |
|                           | CHANGE THE NAME OF THE PRINCIPAL    |
|                           | CHANGE THE ADDRESS OF THE PRINCIPAL |
|                           | CHANGE THE EFFECTIVE DATE           |
|                           | CHANGE THE EXPIRATION DATE          |
|                           | CHANGE THE BOND NUMBER              |
|                           | OTHER:                              |

FROM: Three Million Two Hundred Sixteen Thousand Six Hundred One and No/100THS (\$3,216,601.00)

**TO:** Three Million Two Hundred Twenty-Three Thousand Three Hundred Thirty and 46/100THS (\$3,223,330.46)

**EFFECTIVE DATE OF RIDER: 08/20/2024** 

- **2. 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 changed by this rider shall not be cumulative.
  - 3. Signed, and sealed this 26th day of August , 2024

United Fire & Casualty Company

By:\_

James N. Slear, Attorney-In-Fact



# UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

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

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, SHERRY ALTMAN ALEXANDER, IAN T. FOSTER, CONNOR MCDOWELL, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

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







IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 26th day of February, 2024

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

State of Iowa, County of Linn, ss:

On 26th day of February, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell Iowa Notarial Seal Commission number 713274 My Commission Expires 10/26/2025 Tatti Washell Notary Public

My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALSION FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 26th day of August , 20 24







By: Mary \$

Assistant Secretary, UF&C & UF&I & POL

BPOA0049 1217

| Project Location:  | - City as N   | lovi                               |   |  |
|--|---|------------------------------------|---|--|
| Project Description:   | 2022-2023   | Novi ne                            | ishborhood Roo                                    | ol projector                                 |
| Contractor Name:   | Mattioli Cement   | Co. lic                            |   |  |
|  | CONTRACTOR'S  | AFFIDAVIT (                        | OF PAYMENT  |  |
| services performed a   | ntractor on the above row, all obligations for no<br>not all obligations for all lin<br>in connection with the popular<br>vise satisfied. | naterials and e<br>known indebted  | quipment furnished, a                             | all work, labor and                          |
| and services for the   | the waivers of lien or<br>s of materials, suppliers<br>project who have or may<br>nt Co. arising out of the                               | of equipment a<br>v have had lien: | ind all those who per                             | rformed work, labor                          |
| I further agree to hold<br>successors and assig<br>asserted by any contr | tharmless and fully indegree, for any losses or extractor, sub-contractor, sublabor and services for the                                  | emnify the owner<br>openses should | er <u>City/township</u> N<br>any such claim, lien | or right to a lien be                        |
| The following is a li  | st of names of all part<br>bove referenced projec   | ties who have                      | furnished material                                | labor, services or                           |
|  | rial/Labor Furnished  | Price                              | Amount Paid                                       | Balance Due                                  |
| Mich Trit  | secy - Joilts   | en &                               | e   | A  |
| Finishey Tomus   | - Adis Vid  | en Survey                          | Ø P   | P  |
| STATE OF MICHIGAN  | ngston)   |                                    |   |  |
|  | affidavit was acknowledo  | ged before me t                    | his <u>29</u> day of <u>()</u>                    | anuary.                                      |
| 20_, by Alfred N   | Mattioli the member   | (title)                            |   | pany name)                                   |
| Notary Public<br>County of<br>My Commission E                            | STEVENSON<br>State of Michigan<br>f Livingston<br>xpires April 05, 2029<br>y of LivingStor  |                                    | -1  | Notary Public<br>nty, Michigan<br>Lings from |
|  |   |                                    |   |  |



|   | (Prime Contracting Party)  |
|---|--|
| Revi-Mix (uncrete<br>(Type of service)  | for the improvement of the property  |
| described as City of Novi N   | eigh borhood 120 ad S Prycet Concrete 202  |
|   | (Project Name)   |
| having been fully paid and satisfi<br>lien rights against such property a   | ied, by signing this waiver, all my/our construction<br>re hereby waived and released.   |
| owner or lessee of the property of<br>Notice of Furnishing from me/one<br>the owner, lessee, or designee ha<br>us, the owner, lessee, or designee | to property that is a residential structure and if the or the owner's or lessee's designee has received a e or us or if I/we are not required to provide one, and as not received this waiver directly from me/one of may not rely upon it without contacting me/one of or personally, to verify that it is authentic. |
|   |  |
| Signed on: 1/18/2024  | Charles K. Show<br>(Signature of Lien Claimant)  |
| Signed on: 1/18/2024  |  |
| Signed on: 1/18/2024  | (Signature of Lien Claimant)  Charles K., Swor 5  (Printed Name of Lien Claimant)  |
|   | (Signature of Lien Claimant)  Chasles K. Shors  (Printed Name of Lien Claimant)  V. P.  (Title of Lien Claimant)   |
| Company Name: Mikord  | (Signature of Lien Claimant)  Chasles K. Swors  (Printed Name of Lien Claimant)  V.P.  (Title of Lien Claimant)  Reli - Mix G  Dr. Mi Hord Mich. 49381   |



|   | (Prime Contracting Party)  |
|---|--|
| Redi-Mix Concrete   | for the improvement of the property  |
| described as C. Ly or Nov   | I Neighburhow Ruads project Concel 202   |
|   | (Pfoject Name)   |
| having been fully paid and satist<br>lien rights against such property a  | fied, by signing this waiver, all my/our construction<br>are hereby waived and released.   |
| owner or lessee of the property<br>Notice of Furnishing from me/on<br>the owner, lessee, or designee h<br>us, the owner, lessee, or designe | to property that is a residential structure and if the or the owner's or lessee's designee has received a ne or us or if I/we are not required to provide one, and has not received this waiver directly from me/one of the may not rely upon it without contacting me/one of the or personally, to verify that it is authentic. |
| Signed on: 1/18/2024  | Charles K. Show<br>(Signature of Lien Claimant)  |
|   | Charles K. Shorr (Printed Name of Lien Claimant)   |
|   |  |
|   | (Title of Lien Claimant)   |
| Company Name: Milfoc  |  |
|   |  |



| My/our contract with Mattioli Cement Co to provide (Prime Contracting Party)   |
|--|
| Joint Sealing for the improvement of the property  |
| described as City of Novi 2022 Neighbur hual Roads program Concrete (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: Mich. Just Sealing Dave Bacci   |
| (Printed Name of Lion Claimant)  |
| (Title of Lien Claimant)   |
| Company Name: Mich Joint Souling   |
| Address: 28830 8 mile Rd #103 Farmington Hills   |
| Telephone: 248-476-4170 Mich 48306   |



My/our contract with Mattoli Cement Co to provide

| Joint Staling  | for the improvement of the property   |
|--|---|
| described as att of Nov  | (Project Name) Lighbor had Roule Payn   |
| having been fully paid and satisf<br>lien rights against such property a   | fied, by signing this waiver, all my/our construction are hereby waived and released.   |
| owner or lessee of the property<br>Notice of Furnishing from me/on<br>the owner, lessee, or designed has, the owner, lessee, or designed | to property that is a residential structure and if the or the owner's or lessee's designee has received a e or us or if I/we are not required to provide one, and as not received this waiver directly from me/one of e may not rely upon it without contacting me/one of e, or personally, to verify that it is authentic. |
| Signed on:   | Ouve Bacci (Signature of Lion Claimant)   |
|  | (Printed Name of Lien Claimant)   |
|  | OPERATIONS (Title of Lien Claimant)   |
| Company Name: Mich   | Joint Sealing   |
| Address: 28830   | 8mile Rl #103 Farmington Hills<br>4170 Mich. 48306  |
| Telephone: 248-476-  | 4120 Mich. 48306  |

## **FULL UNCONDITIONAL WAIVER**

| WE HAVE A CONTRACT WITH        |   |
|--------------------------------|---|
|                                | (OTHER CONTRACTING PARTY)                         |
| TO PROVIDE AUDIO VIDEO SUF     | RVEY  |
| FOR THE IMPROVEMENT TO THE P   | ROPERTY DESCRIBED AS:  Neighborhood Roads Program |
|                                | CITY OF NOVI                                      |
| HAVING BEEN FULLY PAID AND SA  | ATISFIED, ALL MY/OUR CONSTRUCTION                 |
| LIEN RIGHTS AGAINST SUBJECT PE | ROPERTY ARE HEREBY WAIVED AND                     |
| RELEASED.                      |   |
| SIGNED ON: 1/12/24             | FINISHING TOUCH PHOTO & VIDEO                     |
|                                |   |
|                                | Signature   |
| A                              | ADDRESS: 25095 25 MILE RD.                        |
|                                | CHESTERFIELD TWP., MI 48051                       |
|                                |   |
| TE                             | LEPHONE: 586.749.3340                             |
|                                | FAX NO: 586 749 3340                              |

## **FULL UNCONDITIONAL WAIVER**

| WE HAVE A CONTRACT WITH Mattioli Cement Co., LLC   |
|--|
| (OTHER CONTRACTING PARTY)  |
| TO PROVIDE AUDIO VIDEO SURVEY  |
| FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: 2023 Concrete Neighborhood Roads Program |
| CITY OF NOVI   |
| HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION                              |
| LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND                                 |
| RELEASED.  |
| SIGNED ON: 1/12/24 FINISHING TOUCH PHOTO & VIDEO   |
| Signature  |
| ADDRESS: <u>25095 25 MILE RD.</u>  |
| CHESTERFIELD TWP., MI 48051  |
| TELEPHONE: 586.749.3340  |
| FAX NO.: 586.749.3340  |