



CITY OF NOVI CITY COUNCIL

JANUARY 26, 2026

SUBJECT: Approval of the final payment to Brencal Contractors, Inc. for the DPW Salt Dome Replacement project, in the amount of \$61,843.00, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

KEY HIGHLIGHTS:

- Existing 82-foot diameter dome was demolished and rebuilt
- 12-inch stone base and 12-inch-thick asphalt base installed
- New, prefabricated 82-foot diameter dome erected on 10-foot-high walls
- Installation of a 36' by 36' pit and stainless-steel conveyor
- Salt storage capacity tripled

FINANCIAL IMPACT

| | FY 2025/26 |
|--|-------------------------------|
| EXPENDITURE REQUIRED | \$ 61,842.84 Retainage |
| BUDGET Drain Fund 211-000.00-211.325 | \$ 61,842.84 |
| APPROPRIATION REQUIRED | \$0 |
| FUND BALANCE IMPACT | \$0 |

BACKGROUND INFORMATION:

The existing salt dome at the Department of Public Works was built in the 1980s and had reached the end of its service life. The corrosive conditions have deteriorated the existing concrete base walls and structural elements (metal fasteners, shingles, and wood) of the canopy. Given the age and condition of the structure, it was recommended a new 82-foot diameter dome, mounted to a 10-foot-high wall, be

installed. Staff recommended adding a pit and stainless-steel conveyor system to the salt storage site. A conveyor system reduces the chance of the structure being struck or damaged as the delivered salt is dumped into the pit and carried into the dome by a conveyor instead of having trucks or loaders enter the dome. Additionally, a conveyor allows the dome to be fully utilized to store material; therefore, limiting the number of deliveries by suppliers. With the walls at 10-foot instead of 4-foot, the amount of salt material stored in the dome nearly triple.

The construction contract was awarded at the November 12, 2024, City Council meeting to Bencal Contractors, Inc., in the amount of \$1,283,556.55. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$61,842.83 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, December 30, 2025).

There were two (2) approved change orders issued, resulting in an overall decrease of \$46,699.77 or 3.6% under the awarded amount. The approved change orders resulted in a final contract price of \$1,236,856.78 for the contract.

RECOMMENDED ACTION: Approval of the final payment to Bencal Contractors, Inc., for the DPW Salt Dome Replacement project, in the amount of \$61,842.84, plus interest earned on retainage.



Mon Oct 7 2024

Imagery © 2024 Nearmap, HERE

50 ft

Nearmap

Department Of Public Works Existing Salt Storage Dome



Current Dome Structure



Pannel Damage and Temporary Repair



Damaged Framework and Entrance



Entryway Separation



Entryway Damage

DPW SALT DOME REPLACEMENT – POST CONSTRUCTION PICTURES



New, overall view of the salt dome, conveyor, and concrete storage bins



Interior view of the new concrete walls, conveyor, and roofing panels



View of the concrete walls after applying a corrosion resistant liner

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

December 30, 2025

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

Re: *Salt Dome Reconstruction – Brencal Contractors, Inc. - Closing Documents*

Dear Mr. Staup:

We have received and reviewed closing documents for the Salt Dome Reconstruction Project:

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

The closing documents appear to be in order. The original Maintenance Bond is sufficient for the final contract price. 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

Enclosure

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



CITY OF NOVI

Balance Due This Payment = **\$ 61,842.83**

Sheet 1 of 5

PURCHASE ORDER NO.

97524

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

APPLICATION FOR FINAL PAYMENT

| | | | | | |
|------------------------|--|-------------------------------|---|--------------------------|--|
| PROJECT: | DPW Salt Dome Reconstruction | NOVI PROJECT NO.: | 24-8001 | PAYMENT NO.: | FINAL |
| | | CIP NO.: | FLD045 | | |
| OWNER: | City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375 | ENGINEER: | AECOM-Great Lakes 39575 Lewis Drive, Suite 400 Novi, Michigan 48377 (248) 204-5900 | CONTRACTOR: | Brencal Contractors, Inc. 26079 Schoenherr Road Warren, Michigan 48089 (586) 758-6000 |
| CONTRACT AMOUNT | | FINAL COMPLETION DATES | | DATES OF ESTIMATE | |
| ORIGINAL: | \$1,283,556.55 | ORIGINAL: | August 15, 2025 | FROM: | October 7, 2025 |
| REVISED: | \$1,236,856.78 | REVISED: | | TO: | October 22, 2025 |
| ACTUAL: | | | | | |

SECTION 1.

COST OF COMPLETED WORK TO DATE

| Item No. | <u>Base Bid - Salt Dome Reconstruction</u> <u>GL# 211-445.00-976.125</u> | | CONTRACT ITEMS (Original) | | | CONTRACT ITEMS (Revised) | | | THIS PERIOD | | | TOTAL TO DATE | | |
|------------------------|---|------|---------------------------|------------------|---------------|--------------------------|------------------|---------------|-------------|--------|---|---------------|---------------|------|
| | Description of Item | Unit | Quantity | Cost/Unit | Total Amt | Quantity | Cost/Unit | Total Amt | Quantity | Amount | % | Quantity | Amount | % |
| 0 | Crew Days - Division 1 | CD | 0.00 | \$ 800.00 | | 0.00 | \$ 800.00 | \$ - | | | | 0.00 | | |
| 0 | Crew Days - Division 2 | CD | 0.00 | \$ 800.00 | | 0.00 | \$ 800.00 | \$ - | | | | 0.00 | | |
| 0 | Crew Days - Division 3 | CD | 0.00 | \$ 800.00 | | 0.00 | \$ 800.00 | \$ - | | | | 0.00 | | |
| 0 | Crew Days - Division 4 | CD | 0.00 | \$ 800.00 | | 0.00 | \$ 800.00 | \$ - | | | | 0.00 | | |
| 0 | Crew Days - Division 5 | CD | 0.00 | \$ 800.00 | | 0.00 | \$ 800.00 | \$ - | | | | 0.00 | | |
| TOTAL CREW DAYS | | | 0.00 | \$ 800.00 | | 0.00 | \$ 800.00 | \$ - | 0.00 | | | 0.00 | | |
| 1 | Mobilization (10% Max) | LS | 1.00 | \$ 127,000.00 | \$ 127,000.00 | 1.00 | \$ 127,000.00 | \$ 127,000.00 | | | | 1.00 | \$ 127,000.00 | 100% |
| 2 | Pre-Construction Audio-Visual | LS | 1.00 | \$ 2,810.83 | \$ 2,810.83 | 1.00 | \$ 2,810.83 | \$ 2,810.83 | | | | 1.00 | \$ 2,810.83 | 100% |
| 3 | Erosion Control, Silt Fence | LF | 200.00 | \$ 3.37 | \$ 674.00 | 395.00 | \$ 3.37 | \$ 1,331.15 | | | | 395.00 | \$ 1,331.15 | 100% |
| 4 | Erosion Control, Inlet Protection | EA | 4.00 | \$ 224.87 | \$ 899.48 | 2.00 | \$ 224.87 | \$ 449.74 | | | | 2.00 | \$ 449.74 | 100% |
| 5 | Pavement, Removed, Modified | SY | 388.00 | \$ 37.93 | \$ 14,716.84 | 344.80 | \$ 37.93 | \$ 13,078.26 | | | | 344.80 | \$ 13,078.26 | 100% |
| 6 | HMA Surface, Remove, Modified | SY | 341.00 | \$ 26.23 | \$ 8,944.43 | 341.00 | \$ 26.23 | \$ 8,944.43 | | | | 341.00 | \$ 8,944.43 | 100% |
| 7 | Curb & Gutter, Remove, Modified | LF | 89.00 | \$ 13.20 | \$ 1,174.80 | 81.50 | \$ 13.20 | \$ 1,075.80 | | | | 81.50 | \$ 1,075.80 | 100% |
| 8 | Conc Pavt w/Integral Curb, N-R, 12" | SY | 731.00 | \$ 117.62 | \$ 85,980.22 | 571.50 | \$ 117.62 | \$ 67,219.83 | | | | 571.50 | \$ 67,219.83 | 100% |
| 9 | Agg Base, 21AA Limestone, 8-inch | SY | 738.00 | \$ 19.15 | \$ 14,132.70 | 578.16 | \$ 19.15 | \$ 11,071.76 | | | | 578.16 | \$ 11,071.76 | 100% |
| 10 | Concrete Spillway | LF | 10.00 | \$ 53.97 | \$ 539.70 | 10.00 | \$ 53.97 | \$ 539.70 | | | | 10.00 | \$ 539.70 | 100% |
| 11 | Rip-Rap, Plain | SY | 8.00 | \$ 80.95 | \$ 647.60 | 20.00 | \$ 80.95 | \$ 1,619.00 | | | | 20.00 | \$ 1,619.00 | 100% |
| 12 | Pipe Bollard | EA | 2.00 | \$ 1,011.90 | \$ 2,023.80 | 2.00 | \$ 1,011.90 | \$ 2,023.80 | | | | 2.00 | \$ 2,023.80 | 100% |
| 13 | Salt Dome, Remove | LS | 1.00 | \$ 46,708.17 | \$ 46,708.17 | 1.00 | \$ 46,708.17 | \$ 46,708.17 | | | | 1.00 | \$ 46,708.17 | 100% |
| 14 | Salt Dome, 82' Diameter w/10' Wall | LS | 1.00 | \$ 529,094.44 | \$ 529,094.44 | 1.00 | \$ 529,094.44 | \$ 529,094.44 | | | | 1.00 | \$ 529,094.44 | 100% |
| 15 | Conveyor System, Furnish & Install | LS | 1.00 | \$ 239,595.38 | \$ 239,595.38 | 1.00 | \$ 239,595.38 | \$ 239,595.38 | | | | 1.00 | \$ 239,595.38 | 100% |
| 16 | Conduit, Schedule 80 PVC, 2-inch | LF | 300.00 | \$ 51.82 | \$ 15,546.00 | 300.00 | \$ 51.82 | \$ 15,546.00 | | | | 300.00 | \$ 15,546.00 | 100% |
| 17 | Conduit, RGS, 1-1/4-inch | LF | 100.00 | \$ 26.98 | \$ 2,698.00 | 100.00 | \$ 26.98 | \$ 2,698.00 | | | | 100.00 | \$ 2,698.00 | 100% |
| 18 | DB Cable, in conduit, 600V, 1/C#8 | LF | 2025.00 | \$ 4.83 | \$ 9,780.75 | 2025.00 | \$ 4.83 | \$ 9,780.75 | | | | 2025.00 | \$ 9,780.75 | 100% |
| 19 | Cable, Equip Grounding Wire, 1/C#8 | LF | 675.00 | \$ 3.13 | \$ 2,112.75 | 675.00 | \$ 3.13 | \$ 2,112.75 | | | | 675.00 | \$ 2,112.75 | 100% |
| 20 | Combo Starter/N-F Disconnect Switch | EA | 1.00 | \$ 6,790.97 | \$ 6,790.97 | 1.00 | \$ 6,790.97 | \$ 6,790.97 | | | | 1.00 | \$ 6,790.97 | 100% |
| 21 | Fusible Disconnect Switch | EA | 1.00 | \$ 5,216.91 | \$ 5,216.91 | 1.00 | \$ 5,216.91 | \$ 5,216.91 | | | | 1.00 | \$ 5,216.91 | 100% |
| 22 | Conc, Grade 3500 (CIP Retain Walls) | CY | 152.00 | \$ 440.83 | \$ 67,006.16 | 151.13 | \$ 440.83 | \$ 66,622.64 | | | | 151.13 | \$ 66,622.64 | 100% |
| 23 | Reinf, Steel, Epoxy Coated | LB | 14718.00 | \$ 1.47 | \$ 21,635.46 | 14718.00 | \$ 1.47 | \$ 21,635.46 | | | | 14718.00 | \$ 21,635.46 | 100% |
| 24 | Excavation, Foundation | CY | 950.00 | \$ 26.25 | \$ 24,937.50 | 365.95 | \$ 26.25 | \$ 9,606.19 | | | | 365.95 | \$ 9,606.19 | 100% |

TOTAL THIS SHEET

\$ 1,230,666.89

\$ 1,192,571.96

\$ -

\$ 1,192,571.96

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: DPW Salt Dome Reconstruction

NOVI PROJECT NO.: 24-8001
CIP NO.: E1 D045

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

| | | | | |
|------------------------|------------------------|------------------------|-------------|------------------------|
| TOTAL FROM THIS SHEET | \$ 52,889.66 | \$ 17,101.36 | \$ - | \$ 17,101.36 |
| TOTAL FROM OTHER SHEET | \$ 1,230,666.89 | \$ 1,192,571.96 | \$ - | \$ 1,192,571.96 |
| SUBTOTAL | \$ 1,283,556.55 | \$ 1,209,673.33 | \$ - | \$ 1,209,673.33 |



CITY OF NOVI

Sheet 3 of 5

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

APPLICATION FOR FINAL PAYMENT

PROJECT: DPW Salt Dome Reconstruction

NOVI PROJECT NO.: 24-8001
CIP NO.: FLD045

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.

COST OF COMPLETED WORK TO DATE

| Item No. | Description of Item | Unit | Division | GL# | NEW CONTRACT ITEMS | | | THIS PERIOD | | | TOTAL TO DATE | | |
|----------|--|------|----------|--------------------|--------------------|--------------|--------------|-------------|--------|---|---------------|--------------|------|
| | | | | | Quantity | Cost/Unit | Total Amt | Quantity | Amount | % | Quantity | Amount | % |
| 29 | Conveyor Box, Conduit, Wiring & Discon | LS | 1 | 211-445.00-976.125 | 1.00 | \$ 11,506.95 | \$ 11,506.95 | | | | 1.00 | \$ 11,506.95 | 100% |
| 30 | Conduit and Panel to MDP-A | LS | 1 | 211-445.00-976.125 | 1.00 | \$ 8,956.50 | \$ 8,956.50 | | | | 1.00 | \$ 8,956.50 | 100% |
| 31 | New Conduit & Wiring for Lights & Fan | LS | 1 | 211-445.00-976.125 | 1.00 | \$ 6,720.00 | \$ 6,720.00 | | | | 1.00 | \$ 6,720.00 | 100% |
| 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 | \$ - | |
| 53 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 54 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 55 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 56 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |

TOTAL FROM THIS SHEET

\$ 27,183.45

TOTAL FROM OTHER SHEETS

\$ 1,209,673.33

GRAND TOTAL

\$ 1,236,856.78

100%



CITY OF NOVI

PURCHASE ORDER NO.

97524

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: DPW Salt Dome Reconstruction NOVI PROJECT NO.: 24-8001
CIP NO.: FLD045 PAYMENT NO.: FINAL

Original Contract Amount: \$ 1,283,556.55

CHANGE ORDERS

Change Orders: \$ (46,699.77)

| No. | Date | Amount |
|-----|-----------------|----------------|
| 1 | April 24, 2025 | \$ (31.83) |
| 2 | October 6, 2025 | \$ (46,667.94) |

Adjusted Contract Amount to Date: \$ 1,236,856.78

Total Cost of Work Performed to Date: \$ 1,236,856.78

MINUS Retainage: \$ 0.00

MINUS Inspection "Crew Days": To Date \$ 0.00

This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 1,236,856.78

MINUS L.D.'s: # of days over = \$

\$ amount/day = \$800

Subtotal: \$ 1,236,856.78

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

TOTAL: \$ (46,699.77)

Subtotal: \$ 1,236,856.78

MINUS Amount of Previous Payments: \$ 1,175,013.95

1 \$ 154,875.30

2 \$ 396,919.97

3 \$ 225,505.90

4 \$ 328,333.32

5 \$ 59,805.39

6 \$ 9,574.07

7 \$ -

8 \$ -

9 \$ -

10 \$ -

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

BALANCE DUE THIS PAYMENT: \$ 61,842.83

**CITY OF NOVI**

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: DPW Salt Dome Reconstruction

NOVI PROJECT NO.: 24-8001
CIP NO.: FLD045

PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI


Aaron J. Staup, Construction Engineer
Electronic Signature Certification



Brenca Contractors, Inc.
CONTRACTOR - Electronic Signature Certification


AECOM-Great Lakes
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.

**AIA® Document G707™ – 1994****Consent Of Surety to Final Payment**

Bond No 9457801

| | | |
|--|-----------------------------|---|
| PROJECT: <i>(Name and address)</i> Salt Dome Reconstruction | ARCHITECT'S PROJECT NUMBER: | OWNER: <input type="checkbox"/> |
| | CONTRACT FOR: | ARCHITECT: <input type="checkbox"/> |
| TO OWNER: <i>(Name and address)</i> City of Novi 26300 Lee BeGole Dr Novi, MI 48375 | CONTRACT DATED: | CONTRACTOR: <input type="checkbox"/> |
| | | SURETY: <input checked="" type="checkbox"/> |
| | | OTHER: <input type="checkbox"/> |

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

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

, SURETY,

on bond of
(Insert name and address of Contractor)

Bencal Contractors, Inc.

26079 Schoenherr

, CONTRACTOR,

Warren, MI 48089

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

City of Novi

26300 Lee BeGole Dr

, OWNER,

Novi, MI 48375

as set forth in said Surety's bond.

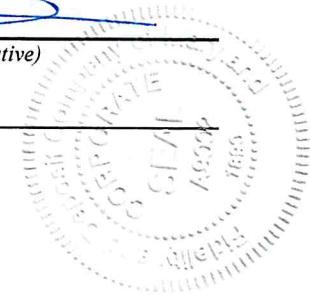
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 10/22/2025
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland
(Surety)


(Signature of authorized representative)

Susan L Small, Attorney-In-Fact
(Printed name and title)

Attest:
(Seal): 



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jeffrey A. CHANDLER, Meagan L. REYNOLDS, T L YOUNG, Ian J. DONALD, Alan P. CHANDLER, Robert TROBEC, Terence J. GRIFFIN, Susan L. SMALL of Troy, Michigan, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 21st day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maizon
Notary Public
My Commission Expire January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

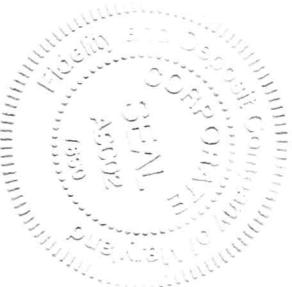
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of October, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF MACOMB

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

VICE PRESIDENT _____ of the BRENCAL CONTRACTORS INC _____,
(Title) _____ (Firm Name) _____

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

DPW SALT DOME RECONSTRUCTION

(Description of Improvement)

located at: 26300 LEE BEGOLE DRIVE, NOVI, MICHIGAN 48375

The total amount of the contract is \$1,236,856.78 of which I have received payment of \$1,175,013.95 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

Signed this 18TH day of NOVEMBER, 2025

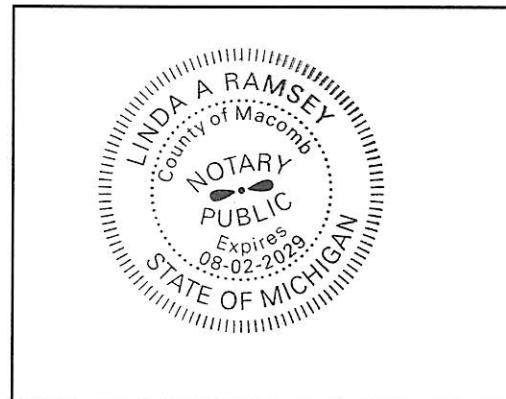
Name: BRENCAL CONTRACTORS INC
(individual/corporation/partnership)

By:  Attest: 11-18-25
Kevin J Bricek, Vice President (Title)

Subscribed and sworn to before me this 18th day of NOVEMBER, 2025

Notary Public: 
Linda A Ramsey

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

| Name of Subcontracting Firm | Type of Labor & Material Furnished | Amount of Contract | Amount Previously Paid to Date | Amount of Current Request | Accumulative Retainage to Date | Balance Due |
|-----------------------------|------------------------------------|-----------------------|--------------------------------|---------------------------|--------------------------------|--------------------|
| Charles Sinelli & Sons | Concrere Curb | \$12,500.00 | \$12,500.00 | \$0.00 | 0.0% | \$0.00 |
| Bulk Storage Inc | Salt Dome Construction | \$412,010.00 | \$412,010.00 | \$0.00 | 0.0% | \$0.00 |
| Kimco USA Inc | Conveyor System | \$160,000.00 | \$160,000.00 | \$0.00 | 0.0% | \$0.00 |
| Mattic Inc | Electrical Work | \$52,841.50 | \$52,841.50 | \$0.00 | 0.0% | \$0.00 |
| Nagel Paving Company | Asphalt Work | \$41,752.50 | \$41,752.50 | \$0.00 | 0.0% | \$0.00 |
| Bencal Contractors Inc | General Trades | \$557,752.78 | \$495,909.95 | \$0.00 | 11.1% | \$61,842.83 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| | | | | | #DIV/0! | \$0.00 |
| TOTALS | | \$1,236,856.78 | \$1,175,013.95 | \$0.00 | | \$61,842.83 |

RECAPITULATION

| | |
|--|---|
| Amount of Original Contract: <u>\$1,283,556.55</u> | Work Completed to Date: <u>\$1,236,856.78</u> |
| Plus: Extras to Contract: <u>\$0.00</u> | Less: Total Retainage: <u>-\$61,842.83</u> |
| Total: Contract plus Extras: <u>\$1,283,556.55</u> | Less: Amount Previously Paid: <u>\$1,175,013.95</u> |
| Less: Credits to Contract: <u>\$46,699.77</u> | Less: Amount of this Request: <u>\$61,843.83</u> |
| Total: Adjusted Contract: <u>\$1,236,856.78</u> | Total Balance Due: <u>\$61,843.83</u> |



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with _____ **City of Novi**
(Prime Contracting Party)
_____ **General Trades** for the improvement of the property
(Type of service) _____
described as _____ **City of Novi Salt Dome**
(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 the 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.

STATEMENT

| | |
|---|-----------------|
| 1. Total invoiced amount (as adjusted to date): | \$ 1,236,856.78 |
| 2. Amount paid pursuant to previous waivers: | \$ 1,175,013.95 |
| 3. Amount paid pursuant to this waiver: | \$ 1,175,013.95 |
| 4. Amount remaining unpaid: | \$ 61,843.83 |

Signed on: 11/19/2025


(Signature of Lien Claimant)

KEVIN J BRICKEL
(Printed Name of Lien Claimant)

VICE PRESIDENT
(Title of Lien Claimant)

Company Name: BRENCAL CONTRACTORS INC

Address: 26079 SCHOENHERR

City/State/Zip Code: WARREN, MICHIGAN 48089

Telephone: 586-758-6000

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

6065

FULL UNCONDITIONAL WAIVER

My/our contract with Brencal Contractors, Inc.

to provide Concrete Curb work at City of Novi Salt Dome

BCI Job No. 6065-8

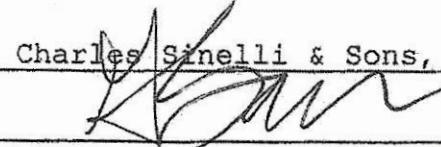
for the improvement of the property described as:

City of Novi Department of Public Works

26300 Lee BeGole Dr. Novi, MI 48375

having been fully paid and satisfied, all my/our construction lien rights
against such property are hereby waived and released.

Charles Sinelli & Sons, Inc.


(Signature of Lien Claimant)
Gary Sinelli - President

Signed on: 7-2-25
(Date)

Address: 4100 Prairie Rose Dr.

Howell, MI 48843

Telephone: 517-376-9100

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Brenca Contractors, Inc. to provide
 (Prime Contracting Party)
Salt Dome Construction Work for the improvement of the property
 (Type of service) described as City of Novi Salt Dome
 (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 the 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.

STATEMENT

| | |
|---|----------------------|
| 1. Total invoiced amount (as adjusted to date): | \$ <u>412,010.00</u> |
| 2. Amount paid pursuant to previous waivers: | \$ <u>375,085.80</u> |
| 3. Amount paid pursuant to this waiver: | \$ <u>36,924.20</u> |
| 4. Amount remaining unpaid: | \$ <u>0</u> |

Signed on: 11/4/2025

(Signature of Lien Claimant)

Zack Deery

(Printed Name of Lien Claimant)

President

(Title of Lien Claimant)

Company Name: Bulk Storage, Inc.

Address: 28101 S. Yates Ave.

City/State/Zip Code: Beecher, IL 60401

Telephone: 708-946-9595



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Brenca Contractors, Inc. to provide
(Prime Contracting Party)
Conveyor System for the improvement of the property
(Type of service)

described as City of Novi Salt Dome
(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 the 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.

STATEMENT

| | |
|---|----------------------|
| 1. Total invoiced amount (as adjusted to date): | \$ <u>160,000.00</u> |
| 2. Amount paid pursuant to previous waivers: | \$ <u>144,000.00</u> |
| 3. Amount paid pursuant to this waiver: | \$ <u>16,000.00</u> |
| 4. Amount remaining unpaid: | \$ <u>0</u> |

All material is from Kimco USA Inc. fully paid inventory and delivered in our own trucks.
Kimco is non union, and our employees are paid prevailing wage plus fringes.

Signed on: 11/5/2025

A handwritten signature of Blake D. Coffey over a line.

(Signature of Lien Claimant)

Blake D. Coffey

(Printed Name of Lien Claimant)

Vice President & Director

(Title of Lien Claimant)

Company Name: Kimco USA, Inc.

Address: 118 East Trefz Dr.

City/State/Zip Code: Marshall, MI 62441

Telephone: 216-826-8867



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Brenca Contractors, Inc. to provide
Electrical Work (Prime Contracting Party) for the improvement of the property
described as City of Novi Salt Dome (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 the 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.

STATEMENT

| | | |
|---|---------------------|--------------|
| 1. Total invoiced amount (as adjusted to date): | \$ <u>19,841.50</u> | \$ 52,841.50 |
| 2. Amount paid pursuant to previous waivers: | \$ <u>0</u> | |
| 3. Amount paid pursuant to this waiver: | \$ <u>49841.50</u> | \$ 52,841.50 |
| 4. Amount remaining unpaid: | \$ <u>0</u> | |

Signed on: 11/13/2025

(Signature of Lion Claimant)

Matthew Mamo

(Printed Name of Lien Claimant)

Project Manager

(Title of Lien Claimant)

Address: 2488 Pearson Rd.

City/State/Zip Code: Millford, MI 48380

Telephone: 248-736-7751

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Brenca Contractors, Inc. to provide
 (Prime Contracting Party)
Asphalt Work for the improvement of the property
 (Type of service) described as City of Novi Salt Dome
 (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 the 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.

STATEMENT

| | |
|---|---------------------|
| 1. Total invoiced amount (as adjusted to date): | \$ <u>41,752.50</u> |
| 2. Amount paid pursuant to previous waivers: | \$ <u>35,451.00</u> |
| 3. Amount paid pursuant to this waiver: | \$ <u>6,301.50</u> |
| 4. Amount remaining unpaid: | \$ <u>0</u> |

Signed on: 11-5-24


 (Signature of Lien Claimant)
Rob Nagle

(Printed Name of Lien Claimant)

President

(Title of Lien Claimant)

Company Name: Nagle Paving Company

Address: 39525 W. 13 Mile Rd, Suite 300

City/State/Zip Code: Novi, MI 48377

Telephone: 248-553-0600