



CITY of NOVI CITY COUNCIL

Agenda Item B
April 13, 2015

SUBJECT: Approval of the final payment to Fiore Enterprises, LLC for the 2014 Neighborhood Road Program—Contract 2 (Concrete) project in the amount of \$60,223.67, plus interest on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC RA*

CITY MANAGER APPROVAL: *K-AT*

EXPENDITURE REQUIRED	\$ 60,223.67
AMOUNT BUDGETED	\$1,767,869.00
LINE ITEM NUMBER	203-203.00-865.434

BACKGROUND INFORMATION:

The construction contract for concrete streets was awarded for this project at the June 16, 2014 City Council meeting to Fiore Enterprises, LLC, in the amount of \$661,859.15. The contract included the following streets:

Road Segment	From	To	PASER	Treatment
Galway Dr	Daleview Dr	Windermere Ct	5	Joint/Panel Repairs
Autumn Park Blvd	Nine Mile Rd	Sunnybrook Ln	4-5	Joint/Panel Repairs
Autumn Park Ct	Autumn Park Blvd	End	5	Joint/Panel Repairs
Somerset Ct	Autumn Park Blvd	End	4	Joint/Panel Repairs
Whitehall Ln	Sunnybrook Ln	Argyle St	4	Pavement Replacement

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, to review and verify the final contract payment amount of \$60,223.67 that is due the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's March 24, 2015 letter, attached).

There were four (4) approved change orders issued for this project resulting in a net decrease of \$70,103.76 to the construction contract, or 10.6% under the awarded amount. All changes were a result of decreased quantities and balancing of originally projected amounts. The approved change orders resulted in a final contract price of \$591,755.39.

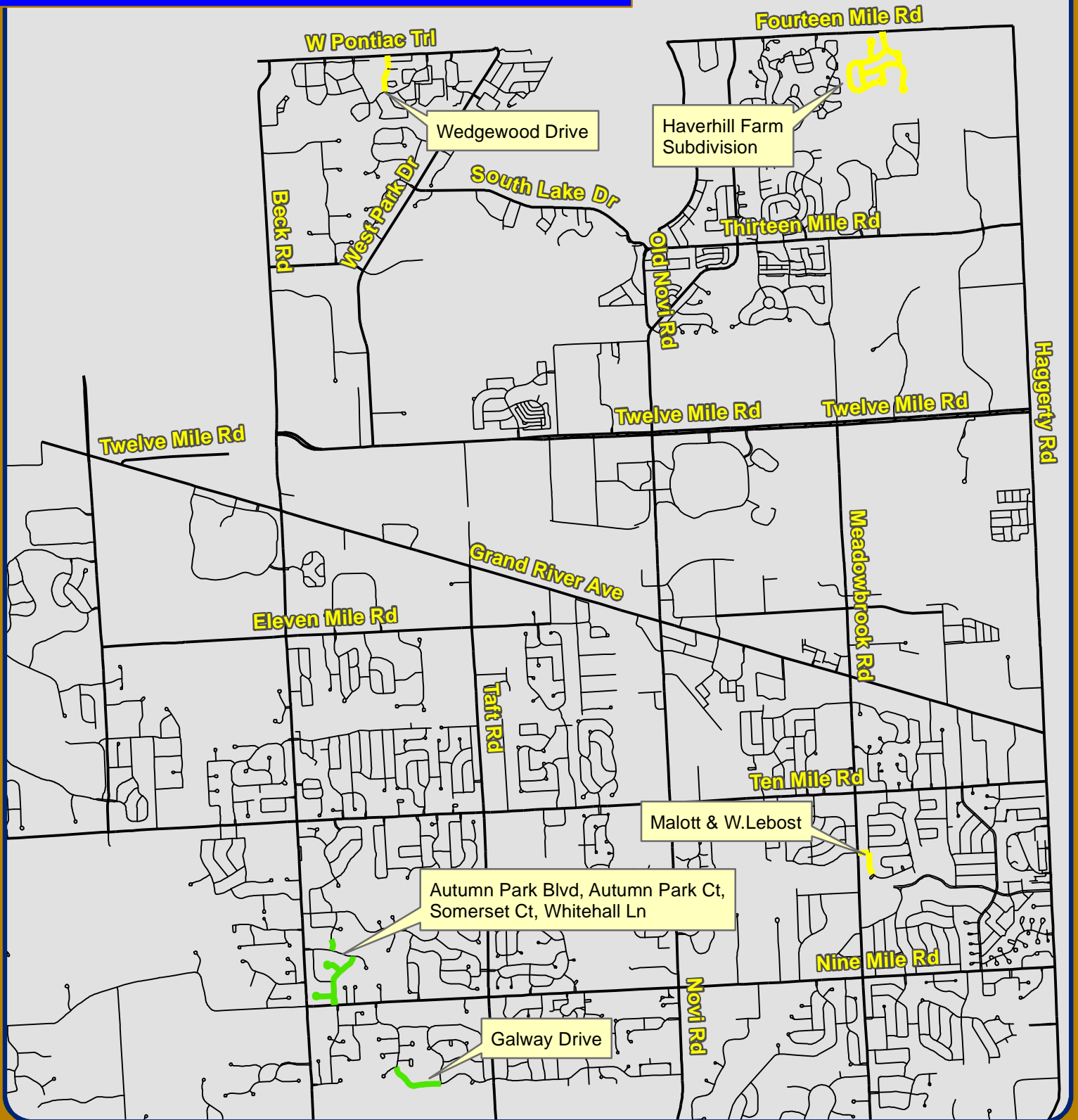
RECOMMENDED ACTION: Approval of the final payment to Fiore Enterprises, LLC for the 2014 Neighborhood Road Program – Contract 2 (Concrete) project in the amount of \$60,223.67, plus interest on retainage.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

2014 NEIGHBORHOOD ROAD PROGRAM

June 2014



Map Author: Croy
 Date: 6/9/14
 Project: 2014 NRP
 Version #: v2.1

MAP INTERPRETATION NOTICE

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

Map Legend

- 2014 Concrete
- 2014 Asphalt



1 inch = 3,850 feet



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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

March 24, 2015

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

**Re: 2014 Neighborhood Roads - Concrete – Final Pay
*Fiore Enterprises, LLC***

Dear Mr. Staup:

We have received and reviewed closing documents for the 2014 Neighborhood Roads – Concrete Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Contractor should provide its Waiver of Lien at the time it receives final payment.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.


Elizabeth Kudla Saarela

EKS

C: Maryanne Cornelius, Clerk
Rob Hayes, Public Services Director
Brian Coburn, Engineering Manager
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 60,223.67

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 NRP - Concrete	NOVI PROJECT NO.: 14-2102	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: Spalding DeDecker & Associates, Inc. 905 South Boulevard East Rochester, Michigan 48307 (248) 844-5400	CONTRACTOR: Fiore Enterprises, LLC 3411 W Fort Street Detroit, Michigan 48216 (313) 962-0400
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$661,859.15	ORIGINAL: October 4, 2014	FROM:
REVISED: \$591,755.39	REVISED:	TO:
	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE			
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
0	Constr. Inspection "Crew Day"	CD	50.00	\$ 640.00	\$ 32,000.00	50.00	\$ 640.00	\$ 32,000.00				49.00	\$ 31,360.00	98%	
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 31,000.00	\$ 31,000.00	1.00	\$ 31,000.00	\$ 31,000.00				1.00	\$ 31,000.00	100%	
2	Pre-Construction Audio Visual	LS	1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00	\$ 1,320.00				1.00	\$ 1,320.00	100%	
3	Soil Erosion Control Measures	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 3,500.00				1.00	\$ 3,500.00	100%	
4	Maintaining Traffic	LS	1.00	\$ 7,600.00	\$ 7,600.00	1.00	\$ 7,600.00	\$ 7,600.00				1.00	\$ 7,600.00	100%	
5	Remove Sidewalk	SF	3615.00	\$ 1.00	\$ 3,615.00	4287.25	\$ 1.00	\$ 4,287.25	672.25	\$ 672.25	16%	4287.25	\$ 4,287.25	100%	
6	Driveway, Remove	SY	178.00	\$ 9.00	\$ 1,602.00	164.67	\$ 9.00	\$ 1,482.03				164.67	\$ 1,482.03	100%	
7	Pvmt Repair, Rem, Modified	SY	4308.00	\$ 13.50	\$ 58,158.00	4626.26	\$ 13.50	\$ 62,454.51	318.26	\$ 4,296.51	7%	4626.26	\$ 62,454.51	100%	
8	Rem Conc Curb and Gutter	LF	230.00	\$ 12.50	\$ 2,875.00	177.00	\$ 12.50	\$ 2,212.50				177.00	\$ 2,212.50	100%	
9	Subgrade Undercut (As Needed)	CY	500.00	\$ 32.00	\$ 16,000.00	0.00	\$ 32.00	\$ -				0.00	\$ -		
10	Aggregate Base, 6-inch	SY	318.00	\$ 9.75	\$ 3,100.50	159.00	\$ 9.75	\$ 1,550.25				159.00	\$ 1,550.25	100%	
11	Underdrain, 6-inch, w/Geowrap	LF	1520.00	\$ 11.50	\$ 17,480.00	960.00	\$ 11.50	\$ 11,040.00				960.00	\$ 11,040.00	100%	
12	Driveway, Nonreinf Conc, 6-inch	SY	178.00	\$ 41.10	\$ 7,315.80	164.67	\$ 41.10	\$ 6,767.94				164.67	\$ 6,767.94	100%	
13	Conc Curb and Gutter, Modified	LF	230.00	\$ 25.00	\$ 5,750.00	177.00	\$ 25.00	\$ 4,425.00				177.00	\$ 4,425.00	100%	
14	Sidewalk, Conc, 4-inch	SF	1825.00	\$ 3.50	\$ 6,387.50	2430.41	\$ 3.50	\$ 8,506.44	605.41	\$ 2,118.94	25%	2430.41	\$ 8,506.44	100%	
15	ADA Ramp, Conc, 6-inch	SF	1655.00	\$ 4.50	\$ 7,447.50	1761.29	\$ 4.50	\$ 7,925.81	106.29	\$ 478.31	6%	1761.29	\$ 7,925.81	100%	
16	ADA Detectable Warning Plate	SF	120.00	\$ 40.00	\$ 4,800.00	150.00	\$ 40.00	\$ 6,000.00	30.00	\$ 1,200.00	20%	150.00	\$ 6,000.00	100%	
17	Str Rehab Type 1: Point Up	EA	1.00	\$ 450.00	\$ 450.00	3.00	\$ 450.00	\$ 1,350.00	1.00	\$ 450.00	33%	3.00	\$ 1,350.00	100%	
18	Str Rehab Type 2: Cover Adjust	EA	17.00	\$ 550.00	\$ 9,350.00	21.00	\$ 550.00	\$ 11,550.00	4.00	\$ 2,200.00	19%	21.00	\$ 11,550.00	100%	
19	Str Rehab Type 3: Reconstruct	EA	6.00	\$ 675.00	\$ 4,050.00	7.00	\$ 675.00	\$ 4,725.00	1.00	\$ 675.00	14%	7.00	\$ 4,725.00	100%	
20	Dr Structure Cover, Type A	EA	24.00	\$ 450.00	\$ 10,800.00	0.00	\$ 450.00	\$ -				0.00	\$ -		
21	Dr Structure Cover, Type B	EA	1.00	\$ 400.00	\$ 400.00	0.00	\$ 400.00	\$ -				0.00	\$ -		
22	Pavement Panel Replacement	SY	4308.00	\$ 45.20	\$ 194,721.60	4626.26	\$ 45.20	\$ 209,106.95	318.26	\$ 14,385.35	7%	4626.26	\$ 209,106.95	100%	
23	Longitudinal Joint Repair	LF	3780.00	\$ 29.00	\$ 109,620.00	2764.10	\$ 29.00	\$ 80,158.90				2764.10	\$ 80,158.90	100%	
24	Transverse Joint Repair	LF	3825.00	\$ 32.00	\$ 122,400.00	3145.29	\$ 32.00	\$ 100,649.28				3145.29	\$ 100,649.28	100%	
TOTAL THIS SHEET				\$	629,742.90		\$	567,611.85		\$	26,476.35		\$	567,611.85	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 NRP - Concrete

NOVI PROJECT NO.: 14-2102

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	%
27	Mail Box Stand, CO 1	LS	0	0	1.00	\$ 1,200.00	\$ 1,200.00				1.00	\$ 1,200.00	100%
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ 1,200.00	\$ -			\$ 1,200.00		
TOTAL FROM OTHER SHEETS					\$ 661,859.15		\$ 590,555.39	\$ 26,476.35			\$ 590,555.39		
GRAND TOTAL					\$ 661,859.15		\$ 591,755.39	\$ 26,476.35			\$ 591,755.39	100%	



CITY OF NOVI

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Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 NRP - Concrete

NOVI PROJECT NO.: 14-2102

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

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 3/24/15

Fiore Enterprises, LLC
Contractor Company

Date: 3/18/15

Mary A. Peterson
Contractor Authorized Signature

By: Mary A. Peterson
Print Name

By: Brian Coburn, PE., Engineering Manager

Dated: 3/24/15

Spalding DeDecker & Associates, Inc.
Consultant Firm

Date: 03/18/2015

John E. Becht
Consultant Authorized Signature

By: JOHN E. BECHT
Print Name

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

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: SSB429916

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

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

CONTRACT FOR:

CONTRACT DATE: 07/07/2014

PROJECT:
(Name and Address)
2014 Neighborhood Road Program - Concrete

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

RLI Insurance Company
9025 N. Lindbergh Dr.
Peoria, IL 61615

, SURETY COMPANY,

on bond of
(here insert name and address of Contractor)

FIORE ENTERPRISES, LLC
3411 W. Fort Street
Detroit, MI 48216

, CONTRACTOR,

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

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

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this November 18, 2014

Attest:
Seal

Courtney K. [Signature]

RLI Insurance Company
Surety Company

Veronda D. Gordon [Signature]

Signature of Authorized Representative
Veronda D. Gordon, Attorney-in-Fact

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Veronda D. Gordon, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

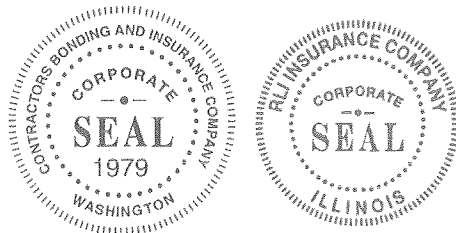
The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of November, 2014.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company
Roy C. Die Vice President

On this 4th day of November, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



CERTIFICATE
I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 18th day of November 2014.

RLI Insurance Company
Contractors Bonding and Insurance Company
Roy C. Die Vice President

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Fiore Enterprises, LLC
hereinafter called the "Principal", and RLI Insurance Company

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of Five Hundred Ninety One Thousand Sixty and 16/100-----Dollars (\$591,060.16) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the 4th day of June 2014, for the construction of

2014 Neighborhood Road Program - Concrete

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a *one* (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.



Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 18th day of November, 2014.

In the Presence of:

WITNESS

Mary A. Retz

Courtney K. Kucor

Anita Duckert

SSB422916 REVISED

Bond No.

FIORE ENTERPRISES, LLC

Gasper Fiore

Principal

Gasper Fiore, Managing Member

Title

RLI Insurance Company

Surety

Veronda D. Gordon

Title Veronda D. Gordon, Attorney-in-Fact

9025 N. Lindbergh Drive

Address of Surety

Peoria, Illinois 61615

City

Zip Code



POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Veronda D. Gordon, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of November, 2014.

State of Illinois }
County of Peoria } SS




RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

On this 4th day of November, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

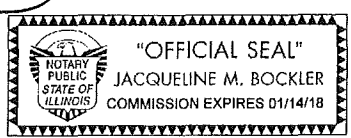
CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 18th day of November, 2014.

Jacqueline M. Bockler
Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President



CONTRACTOR'S AFFIDAVIT

Current Estimate

STATE OF: Michigan COUNTY OF: Oakland

The Undersigned, Sandra F. Mulvihill

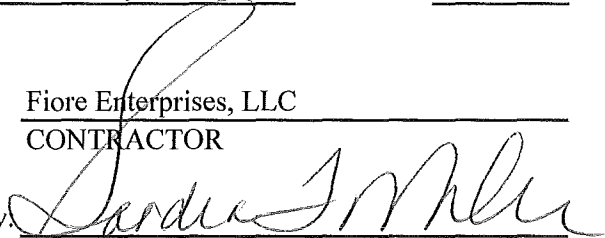
Hereinafter call the CONTRACTOR, hereby represents than on July 7, 2014
he/it was awarded a Contract by City of Novi, 26300 LeeBeGole Drive,
Novi, MI 48375 hereinafter call the Owner to
Fiore Enterprises, LLC, 3411 W. Fort Street, Detroit, MI 48216

in accordance with the terms of Contract No. NV13-010
2014 Neighborhood Road Program-Concrete

and the undersigned further represent that all progress payments heretofore received
from the OWNER on account of the work have been applied by the CONTRACTOR
to discharge in full all of the CONTRACTOR'S obligations incurred in connection with
the work by all prior estimates.

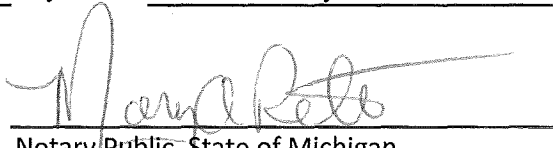
This affidavit is freely and voluntarily give with full knowledge of the facts, on
this 13th day of February, A.D. 20 15

Fiore Enterprises, LLC
CONTRACTOR

By: 
Sandra F. Mulvihill

Authorized Agent
Title

Subscribed and sworn to before me this 13th day of February 2015


Notary Public, State of Michigan
Mary A. Peterson

County of: Oakland

Acting in County of: Oakland

My Commission Expires on: 5/2/2018

State of Michigan
 County of

Oakland

Sandra F. Mulvihill, Being duly sworn, deposes and says: That he/she makes this Sworn Statement on behalf of Fiore Enterprises, LLC who is the (contractor)-(subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan and described as follows:
 2014 Novi Neighborhood Road Program Concrete-City of Novi, Oakland County, MI NV13-010
 Galway Drive, Sunnybrook Lane off of Beck Road and Autumn Park Blvd. off of Nine Mile Road in the Autumn Park Subdivision

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and with withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and the amounts for work thru Project Completion are correctly and fully set forth opposite their name as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Project Completion Amount Already Paid	Amount Currently Owning	Balance to Complete (Optional)	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholding Due but Unpaid
American Pvt. Sawing	Sawing			\$ -			
B & J Parking Lot Maintenance	Sweeping			\$ -			
Calo & Sons	Trucking			\$ -			
CSI Geoturf	Material			\$ -			
Finishing Touch Photo & Video	Videotaping			\$ -			
HD Supply Waterworks	Materials			\$ -			
Michigan Joint Sealing	Joint Sealing			\$ -			
Novi Crushed Concrete	Materials			\$ -			
Superior Materials	Concrete			\$ -			
Terry Sweeney	Paving Accessories			\$ -			
W. L. Bowles Trucking	Hourly Trucking			\$ -			
Total Amounts Due:		\$ -	\$ -	\$ -	\$ -	****	****

**** All Labor, Wages, Fringes, Taxes and Withholdings are Paid in Full as per the Contract

That the contractor has not procured material from or subcontracted with, any person other than those set forth above and owes no money for the improvement. Deponent further says that he or she makes the foregoing statement as the subcontractor representative for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for the claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THE SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED

Sandra F. Mulvihill
 Deponent-Sandra F. Mulvihill

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980. AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 17th day of Nov-14, Notary Public, *Mary A. Peterson*
 Name-Mary A. Peterson
 Oakland County, Michigan My Commission Expires: May 2, 2018 Acting In Wayne County, Michigan

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Sawing

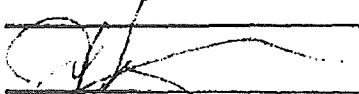
for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.
City of Novi, Oakland County
Project # NV13-010 Fiore Job # 14-25

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

American Pavement Sawing

BY:



(Signature of lien claimant)

John Sagan, President
(Printed Name)

Address:

3241 Manor Park
Garden City, MI 48135

Telephone:

734-320-5666

Signed on: 9-23-14
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Sweeping

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.
City of Novi, Oakland County
Project # NV13-010 Fiore Job # 14-25

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

B & J Parking Lot Maintenance

BY: Susan Paul, owner
(signature of lien claimant)
SUSAN PAUL
(Printed Name)

Address: B&J PARKING LOT MAINTENANCE
(734) 941-7570

Telephone: 12207 INKSTER ROAD
TAYLOR, MI 48180-3921

Signed on: 10/20/14
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Trucking

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.

City of Novi, Oakland County

Project # NV13-010

Fiore Job # 14-25

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

Calo & Sons Construction

BY:

Annette Zywiol
(signature of lien claimant)

Admin Assistant

Annette Zywiol
(Printed Name)

Address:

P.O. Box 530563
Livonia MI 48153

Telephone:

248-468-9200

Signed on:

9-24-14
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT
PAYMENTS

INV 149237
149238

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Materials

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.	
City of Novi, Oakland County	
Project # NV13-010	Fiore Job # 14-25

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

CSI/Geoturf

BY: [Signature]
(signature of lien claimant)

Tom Robinson, Controller
(Printed Name)

Address: Po Box 668
Highland, MI 48357

Telephone: 248-887-6767

Signed on: 9/23/14
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Videotaping

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.
City of Novi, Oakland County
Project # NV13-010 Fiore Job # 14-25

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

CK # 17640
\$1300⁰²

Finishing Touch Photo & Video

BY:

[Signature]
(Signature of lien claimant)
A. Hurley
(Printed Name)

Address:

FINISHING TOUCH
PHOTO & VIDEO
25095 26 MILE RD.
CHESTERFIELD, MI 48051
(588) 749-3340

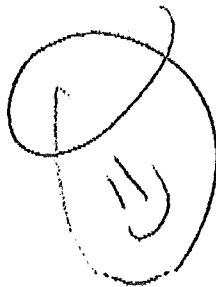
Telephone:

Signed on:

9/23/14

(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS



FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Materials

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.

City of Novi, Oakland County

Project # NY13-010

Fiore Job # 14-25

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

HD Supply Waterworks

BY:

Kathy Anderson, Admin
(signature of lien claimant)

KATHY ANDERSON
(Printed Name)

Address:

P.O. Box 91036
Chicago IL 60693

Telephone:

800.893.9150x201

Signed on: 9-23-14
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT
PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Joint Sealing

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.	
City of Novi, Oakland County	
Project # NV13-010	Fiore Job # 14-25

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

Michigan Joint Sealing, Inc.

BY: *Kimberly S. Swick*
Kimberly Swick, owner
Kimberly Swick
 (signature of lien claimant)

(Printed Name)

Address: 28530 W. B. M. St #103
Farmington Hills, MI 48336

Telephone: 248-476-4120

Signed on: 10/2/11
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Materials

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.
City of Novi, Oakland County
Project # NV13-010 Fiore Job # 14-25

having been fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.
Upon bank clearance of check 17644 in the amount of \$1,299.96 covering
invoice # 4234, 4287, 4382, 4429, 4461.

Novi Crushed Concrete, LLC

BY:

Daniel Coakland, Agent
(signature of lien claimant)

Daniel Coakland
(Printed Name)

Address: 46900 W 12 mile
Novi MI 48377

Telephone: 248) 305-6020

Signed on: 9-24-14
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT
PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Concrete Materials

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.
City of Novi, Oakland County
Project # NV13-010 Fiore Job # 14-25

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

Superior Materials, LLC

BY: Suzanne Barardi
(signature of lien claimant)
Suzanne Barardi - Agent Agent
(Printed Name)

Address: P.O. Box 2900
Farmington Hills, MI 48333

Telephone: 248-788-8000

Signed on: 11-14-14
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT
PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
MATERIALS

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.

City of Novi, Oakland County

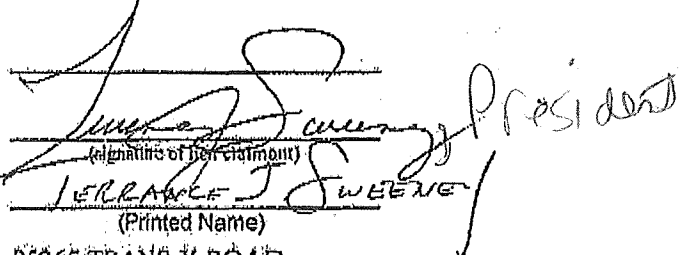
Project # NV13-010

Fiore Job # 14-25

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

TERRY SWEENEY & COMPANY

BY:

 President
(Signature of Terrance J. Sweeney)

TERRANCE J. SWEENEY
(Printed Name)

Address: 25265 TRANS-X ROAD
NOVI, MI 48376

Telephone: 248-374-1111

Signed on: 11/6/2014
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT
PAYMENTS

OK # 17771

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Trucking

for the improvement of the property described as:

2014 Novi Neighborhood Roads Program-Galway Drive, Sunnybrook Lane, Autumn Park Blvd.
City of Novi, Oakland County
Project # NV13-010 Fiore Job # 14-25

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

W.L. Bowles Trucking

BY: Ruth Bowles owned
(signature of lien claimant)

Ruth Bowles
(Printed Name)

Address: 28987 Beverly Ct.
Romulus MI 48174

Telephone: 734-595-8709

Signed on: 9/22/2014
(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT
PAYMENTS**