



## CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**December 18, 2017**

**SUBJECT:** Approval of the final payment to Pro-Line Asphalt Paving Corporation for the 2016 Neighborhood Road Program – Asphalt Streets (Contract 3) project in the amount of \$57,443.95, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 57,443.95</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 58,414.95</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-865.436 (2016 Neighborhood Roads)</b>

### BACKGROUND INFORMATION:

Each year, the City selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on PASER ratings, staff's field observations, and resident concerns. City staff worked with our consultant, URS Corporation (AECOM), to develop a list of streets for the 2016 program. This contract (Contract 3) included rehabilitation and reconstruction of selected segments of Clark Street, Stassen Avenue, Durson Street, Marlson Avenue, and Cortland Boulevard (see attached Location Map).

The construction contract for this project was awarded at the August 29, 2016 City Council meeting to Pro-Line Asphalt Paving Corporation in the amount of \$623,496.67.

Engineering staff worked with the engineering consultant for this project, URS Corporation (AECOM), to review and verify the final contract payment amount of \$57,443.95 that is due to the contractor (Final Pay Estimate No. 6, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, December 6, 2017).

There were five (5) approved change orders issued for this project resulting in an increase of \$78,682.39 to the construction contract, or 12.6% over the awarded amount. The approved change orders resulted in a final contract price of \$702,179.06.

**RECOMMENDED ACTION:** Approval of the final payment to Pro-Line Asphalt Paving Corporation for the 2016 Neighborhood Road Program – Asphalt Streets (Contract 3) project in the amount of \$57,443.95, plus interest earned on retainage.



Eleven Mile Rd

# 2016 Neighborhood Road Program

Location Map

d-River Ave

Stassen Avenue

Clark Street

Durson Street

Marlson Avenue

Novi Rd

Ten Mile Rd

Cortland Boulevard

Map Author: A. Wayne  
Date: May 4, 2016  
Project:  
Version #:

Amended By:  
Date:  
Department:

#### MAP INTERPRETATION NOTICE

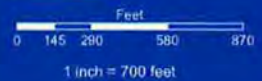
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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 of Novi to confirm source and accuracy information related to this map.

### Map Legend

2016 NRP  
— Contract 3 -  
HMA



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





## 2016 NRP – ASPHALT STREETS (CONTRACT 3)



Exit Lane of Cortland Boulevard – Looking north towards 10 Mile Road



Overall Exit/Entrance of Cortland Boulevard – Looking south



Clark Street – Looking south



Marlon Avenue – Looking west towards Clark Street



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

December 6, 2017

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

**Re: 2016 Neighborhood Roads (Contract 3) – Pro-Line Asphalt  
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for 2016 Neighborhood Roads (Contract 3) Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond has been increased to reflect the final contract price. The General Contractor will be required to provide it is Full Unconditional 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.

Aaron Staup, Construction Engineer  
December 6, 2017  
Page 2

Very truly yours,

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



Elizabeth Kudla Saarela

Enclosures

C: Cortney Hanson, Clerk  
Carl Johnson, Finance Director/Chief Financial Officer  
George Melistas, Engineering Senior Manager  
Mark Koskinen, AECOM  
Thomas R. Schultz, Esquire





# CITY OF NOVI

Balance Due This Payment = \$ 57,443.85

PURCHASE ORDER NO.

94924

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> 2016 NRP - Asphalt (Contract 3)	<b>NOVI PROJECT NO.:</b> 16-2103	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> AECOM - Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	<b>CONTRACTOR:</b> Pro-Line Asphalt Paving Corp. 11797 29 Mile Road Washington, Michigan 48095 (586) 752-7730
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$623,496.67	<b>ORIGINAL:</b> November 27, 2016	<b>FROM:</b> June 26, 2017
<b>REVISED:</b> \$702,179.06	<b>REVISED:</b> November 26, 2017	<b>TO:</b> August 10, 2017

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	2016 NRP - Asphalt Streets - Contract 3 GL# 203-203.00-855.436 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	%
B	Const. Inspection "Crew Day"	CD	55.00	\$ 640.00	\$ 35,200.00	55.00	\$ 640.00	\$ 35,200.00				50.50	\$ 32,320.00	92%
1	Mobilization (10%)	DLP	1.00	\$ 63,000.00	\$ 63,000.00	1.00	\$ 63,000.00	\$ 63,000.00				1.00	\$ 63,000.00	100%
2	Maintaining Traffic	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
3	Erosion Control, Inlet Protection	EA	9.00	\$ 80.00	\$ 720.00	3.00	\$ 80.00	\$ 240.00				3.00	\$ 240.00	100%
4	Surface Restoration	LS	1.00	\$ 21,200.00	\$ 21,200.00	1.00	\$ 21,200.00	\$ 21,200.00	0.50	\$ 10,600.00	50%	1.00	\$ 21,200.00	100%
5	Dr Structure Cover, Adj, Case 1	EA	7.00	\$ 531.00	\$ 3,717.00	4.00	\$ 531.00	\$ 2,124.00				4.00	\$ 2,124.00	100%
6	Reconstruct Dr Structure, Case 2	VF	12.30	\$ 231.00	\$ 2,772.00	1.00	\$ 231.00	\$ 231.00				1.00	\$ 231.00	100%
7	Point-Up Dr Structure	EA	4.00	\$ 480.00	\$ 1,920.00	8.00	\$ 480.00	\$ 3,840.00				8.00	\$ 3,840.00	100%
8	Sanitary Manhole Cover, Adj	EA	12.30	\$ 900.00	\$ 10,800.00	14.00	\$ 900.00	\$ 12,600.00				14.00	\$ 12,600.00	100%
9	HMA Base Crushing and Shaping	SY	10207.00	\$ 1.48	\$ 15,106.36	10754.10	\$ 1.48	\$ 15,916.07				10754.10	\$ 15,916.07	100%
10	Salvage Crushed Material, LM	CY	569.00	\$ 8.90	\$ 5,064.10	0.00	\$ 8.90	\$ -				0.00	\$ -	
11	Material, Surplus and Unsuitable, Rem	CY	144.00	\$ 18.50	\$ 2,664.00	0.00	\$ 18.50	\$ -				0.00	\$ -	
12	Culv, Rem, Less than 24-inch	EA	8.00	\$ 435.00	\$ 3,480.00	10.00	\$ 435.00	\$ 4,350.00				10.00	\$ 4,350.00	100%
13	Culvert Cleanout	EA	30.00	\$ 147.00	\$ 4,410.00	0.00	\$ 147.00	\$ -				0.00	\$ -	
14	Culvert Headwall, Remove	EA	2.00	\$ 248.00	\$ 496.00	0.00	\$ 248.00	\$ -				0.00	\$ -	
15	HMA Surface Remove	SY	2489.00	\$ 9.70	\$ 24,143.30	2749.00	\$ 9.70	\$ 26,665.20				2749.00	\$ 26,665.20	100%
16	Curb and Gutter, Remove	LF	925.00	\$ 6.56	\$ 6,068.00	838.49	\$ 6.56	\$ 5,500.49				838.49	\$ 5,500.49	100%
17	Sidewalk, Remove	SY	20.00	\$ 19.00	\$ 380.00	20.90	\$ 19.00	\$ 397.10				20.90	\$ 397.10	100%
18	Pavement, Remove	SY	352.00	\$ 15.75	\$ 5,544.00	588.20	\$ 15.75	\$ 9,264.15				588.20	\$ 9,264.15	100%
19	Culvert End Section, 12-inch	EA	2.00	\$ 150.00	\$ 300.00	2.00	\$ 150.00	\$ 300.00				2.00	\$ 300.00	100%
20	Culvert, CI A, 12-inch	LF	223.00	\$ 28.00	\$ 6,244.00	274.00	\$ 28.00	\$ 7,672.00				274.00	\$ 7,672.00	100%
21	Dr Structure Cover, Type G	EA	1.00	\$ 610.00	\$ 610.00	2.00	\$ 610.00	\$ 1,220.00				2.00	\$ 1,220.00	100%
22	Agg Base, 21AA, Limestone, 6-inch	SY	1369.00	\$ 8.00	\$ 10,952.00	1521.90	\$ 8.00	\$ 12,175.20				1521.90	\$ 12,175.20	100%
23	Curb and Gutter, Concrete	LF	780.00	\$ 18.50	\$ 14,430.00	698.00	\$ 18.50	\$ 12,913.00				698.00	\$ 12,913.00	100%
24	HMA, 5E3	TON	1273.00	\$ 86.15	\$ 109,668.95	1325.68	\$ 86.15	\$ 114,207.33				1325.68	\$ 114,207.33	100%

TOTAL THIS SHEET \$ 323,689.71 \$ 323,815.54 \$ 10,600.00 \$ 323,815.54 100%



**CITY OF NOVI**

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

**APPLICATION FOR FINAL PAYMENT**

PROJECT: 2016 NRP - Asphalt (Contract 3)

NOVI PROJECT NO.: 16-2103

PAYMENT NO.: FINAL

SECTION 1.			COST OF COMPLETED WORK TO DATE											
Item No.	2016 NRP - Asphalt Streets - Contract 3 GL# 203-203-00-865.436		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	HMA, 3E3	TON	2228.00	\$ 73.00	\$ 162,644.00	2250.39	\$ 73.00	\$ 164,278.47				2250.39	\$ 164,278.47	100%
26	HMA Approach	TON	277.00	\$ 155.00	\$ 42,935.00	332.17	\$ 155.00	\$ 51,486.35				332.17	\$ 51,486.35	100%
27	Driveway Opening, Conc. Det M	LF	140.00	\$ 28.00	\$ 3,920.00	0.00	\$ 28.00					0.00		
28	Fabric Interlayer	SY	11557.00	\$ 3.78	\$ 43,685.46	12175.00	\$ 3.78	\$ 46,021.50				12175.00	\$ 46,021.50	100%
29	Roadway Grading	STA	2.00	\$ 4,550.00	\$ 9,100.00	2.00	\$ 4,550.00	\$ 9,100.00				2.00	\$ 9,100.00	100%
30	Concrete Driveway	SY	352.00	\$ 42.50	\$ 14,960.00	969.30	\$ 42.50	\$ 41,195.25				969.30	\$ 41,195.25	100%
31	Sidewalk Ramp, Conc. 6-inch	SF	170.00	\$ 6.00	\$ 1,020.00	238.10	\$ 6.00	\$ 1,428.60				238.10	\$ 1,428.60	100%
32	Detectable Warning Surface	FT	20.00	\$ 40.00	\$ 800.00	20.00	\$ 40.00	\$ 800.00				20.00	\$ 800.00	100%
33	Underdrain, Subgrade, O-G, 6-inch	LF	605.00	\$ 18.50	\$ 11,192.50	591.00	\$ 18.50	\$ 10,933.50				591.00	\$ 10,933.50	100%
34	RCOC Permit Allowance	DLR	2500.00	\$ 1.00	\$ 2,500.00	0.00	\$ 1.00					0.00		
35	Permanent Pavement Markings	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
36	Subgrade Undercutting	CY	200.00	\$ 27.75	\$ 5,550.00	0.00	\$ 27.75					0.00		
TOTAL FROM THIS SHEET				\$ 299,806.96	\$ 299,806.96		\$ 326,743.67	\$ 326,743.67	\$ -			\$ 326,743.67		
TOTAL FROM OTHER SHEET				\$ 323,689.71	\$ 323,689.71		\$ 323,815.54	\$ 323,815.54	\$ 10,600.00			\$ 323,815.54		
SUBTOTAL				\$ 623,496.67	\$ 623,496.67		\$ 650,559.21	\$ 650,559.21	\$ 10,600.00			\$ 650,559.21	100%	





# CITY OF NOVI

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## APPLICATION FOR FINAL PAYMENT

PROJECT: 2016 NRP - Asphalt (Contract 3)

NOVI PROJECT NO.: 16-2103

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	%
37	Earth Excavation, Unsuitable Material	CY	1	0	41.30	\$ 47.45	\$ 1,959.69				41.30	\$ 1,959.69	100%
38	21AA, Crushed Conc	TON	1	0	111.37	\$ 46.09	\$ 5,133.04				111.37	\$ 5,133.04	100%
39	HMA Base Repair, Rem	SY	1	0	256.90	\$ 21.02	\$ 5,400.04				256.90	\$ 5,400.04	100%
40	Ditching	LF	1	0	482.00	\$ 20.00	\$ 9,640.00				482.00	\$ 9,640.00	100%
41	Conc Pipe, 12-inch, Rem	LF	1	0	38.00	\$ 21.92	\$ 832.96				38.00	\$ 832.96	100%
42	Pipe, Ductile Iron, 8-inch	LF	1	0	38.00	\$ 98.77	\$ 3,753.26				38.00	\$ 3,753.26	100%
43	Extra Surface Restoration	LS	1	0	1.00	\$ 8,855.00	\$ 8,855.00	1.00	\$ 8,855.00	100%	1.00	\$ 8,855.00	100%
44	Force Acct Work 11-04-2016	LS	1	0	1.00	\$ 5,829.76	\$ 5,829.76				1.00	\$ 5,829.76	100%
45	Curb and Gutter, Conc (ADJ)	LF	1	0	698.00	\$ 6.00	\$ 4,188.00				698.00	\$ 4,188.00	100%
46	Ditching (Durson Street)	FT	1	0	149.00	\$ 22.00	\$ 3,278.00				149.00	\$ 3,278.00	100%
47	Surface Restoration (Durson Street)	SFT	1	0	275.00	\$ 10.00	\$ 2,750.00				275.00	\$ 2,750.00	100%
48	HMA Surface Removal Correction	DLR	0	0	0.10	\$ 1.00	\$ 0.10	0.10	\$ 0.10	100%	0.10	\$ 0.10	100%
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	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 51,619.85		\$ 8,855.10		\$ 51,619.85		
TOTAL FROM OTHER SHEETS					\$ 623,496.67		\$ 650,559.21		\$ 10,600.00		\$ 650,559.21		
<b>GRAND TOTAL</b>					<b>\$ 623,496.67</b>		<b>\$ 702,179.06</b>		<b>\$ 19,455.10</b>		<b>\$ 702,179.06</b>	<b>100%</b>	



**CITY OF NOVI**

**PURCHASE ORDER NO.**

**94924**

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

Section 2.

**APPLICATION FOR FINAL PAYMENT**

PROJECT: 2016 NRP - Asphalt (Contract 3)      NOVI PROJECT NO.: 16-2103      PAYMENT NO.: FINAL

Original Contract Amount: \$ 623,496.67

Change Orders: \$ 78,682.39

Adjusted Contract Amount to Date: \$ 702,179.06

Total Cost of Work Performed to Date: \$ 702,179.06

MINUS Retainage: \$ -

MINUS Inspection "Crew Days":  
 To Date 0% \$ -  
 This Pay 50.50 \$ -  
 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 702,179.06

MINUS L.D.'s: # of days over = \$ -  
 \$ amount/day = \$600

Subtotal: \$ 702,179.06

ADD Incentive "Crew Days", if under: \$ 2,880.00

Subtotal: \$ 705,059.06

MINUS Amount of Previous Payments: \$ 647,615.11

1 \$	182,745.08
2 \$	226,066.91
3 \$	203,839.54
4 \$	25,258.38
5 \$	9,705.20
6 \$	-
7 \$	-
8 \$	-
9 \$	-
10 \$	-

**BALANCE DUE THIS PAYMENT: \$ 57,443.95**

**CHANGE ORDERS**

No.	Date	Amount
1	October 21, 2016	\$ 23,936.30
2	November 9, 2016	\$ 35,367.26
3	February 23, 2017	\$ 9,152.22
4	June 26, 2017	\$ 10,216.00
5	October 18, 2017	\$ 10.61
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

**TOTAL: \$ 78,682.39**

Inspection "Crew Days" Allowed per Contract:	55.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	55.00
Inspection "Crew Days" Used to Date:	50.50
Inspection "Crew Days" Remaining:	4.50





# CITY OF NOVI

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

## Section 3.

### APPLICATION FOR FINAL PAYMENT

PROJECT: 2016 NRP - Asphalt (Contract 3)

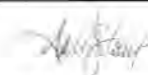
NOVI PROJECT NO.: 16-2103

PAYMENT NO.: FINAL

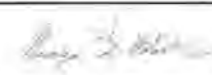
The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (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

  
Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering  
Division, email=astaup@cityofnovi.org, c=US  
Date: 2017.12.01 07:31:42 -05'00'

**Aaron J. Staup, Construction Engineering Coordinator**  
Electronic Signature Certification

  
Digitally signed by George Melistas  
DN: cn=George Melistas, o=City of Novi, ou=Engineering  
Division, email=gmelistas@cityofnovi.org, c=US  
Date: 2017.12.01 09:24:35 -05'00'

**George Melistas, Senior Engineering Manager**  
Electronic Signature Certification

**Matthew Jones** Digitally signed by Matthew Jones  
Date: 2017.11.30 15:22:21 -05'00'

**Pro-Line Asphalt Paving Corp.**  
CONTRACTOR - Electronic Signature Certification

**Koskinen, Mark** Digitally signed by Koskinen, Mark  
DN: dc=com, dc=aecomnet, dc=na, ou=AECOMUsers,  
ou=AMER, ou=US, ou=USSHF1, cn=Koskinen, Mark  
Date: 2017.11.30 15:40:45 -05'00'

**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.: CA 1401071

<b>PROJECT:</b> <i>(Name and address)</i> 2016 Neighborhood Roads Program HMA Roadways Contract 3	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input checked="" type="checkbox"/>
	<b>CONTRACT FOR:</b> Construction	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>SURETY:</b> <input checked="" type="checkbox"/>
		<b>OTHER:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Novi 45175 West Ten Mile Road Novi, MI 48375	<b>CONTRACT DATED:</b> 9/26/2016	

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

**Great American Insurance Company**  
301 E. Fourth Street  
Cincinnati, OH 45202

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

**Pro-Line Asphalt Paving Corporation**  
11797 - 29 Mile Road  
Washington, MI 48095

, CONTRACTOR,

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

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **August 11, 2017**  
*(Insert in writing the month followed by the numeric date and year.)*

**Great American Insurance Company**

*(Surety)*

*(Signature of authorized representative)*

**Nicholas Ashburn, Attorney-in-Fact**

*(Printed name and title)*

Attest:  
(Seal):



**GREAT AMERICAN INSURANCE COMPANY®**

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

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20903

**POWER OF ATTORNEY**

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

Name	Address	Limit of Power
NICHOLAS ASHBURN PAUL M HURLEY HOLLY NICHOLS ROBERT D HEUER ANNE M. BARICK MICHAEL D. LECHNER	ALL OF TROY MICHIGAN	ALL \$100,000,000

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MAY 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON ss:

DAVID C. KITCHIN (877 377-2406)

On this 19TH day of MAY, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

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

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

*RESOLVED FURTHER:* That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

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

Signed and sealed this

11<sup>th</sup> day of AUGUST 2017



*My L C. B.*  
Assistant Secretary

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

**BOND NO. CA 1401071**

IN FAVOR OF **City of Novi**

ON BEHALF OF **Pro-Line Asphalt Paving Corporation**

EFFECTIVE **September 7, 2016**

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

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

**It is understood and agreed that the penal sum of the Maintenance and Guarantee Bond is hereby increased from \$658,696.67 to \$702,178.96.**

EFFECTIVE: **11th day of August, 2017**

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

**SIGNED, AND SEALED 11th day of August, 2017**

**Great American Insurance Company** Surety



**Nicholas Ashburn, Attorney-in-Fact**



**GREAT AMERICAN INSURANCE COMPANY®**

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

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20903

**POWER OF ATTORNEY**

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

Name	Address	Limit of Power
NICHOLAS ASHBURN PAUL M. HURLEY HOLLY NICHOLS ROBERT D. HEUER ANNE M. BARICK MICHAEL D. LECHNER	ALL OF TROY, MICHIGAN	ALL \$100,000,000

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MAY 2017



*My L C B*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss

DAVID C. KITCHIN (877-377-2405)

On this 19TH day of MAY 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

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

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

*RESOLVED FURTHER* That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

**CERTIFICATION**

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

Signed and sealed this 11<sup>th</sup> day of AUGUST 2017



*My L C B*  
Assistant Secretary

SWORN STATEMENT

State of Michigan )  
County of Macomb )

MATTHEW JONES being duly sworn, deposes and says:

That he/she makes this Sworn Statement on behalf of PROLINE ASPHALT PAVING CORP.

who is the contractor for an improvement to the following described real property situated in

NOVI, MICHIGAN and described as follows:

2016 NEIGHBORHOOD ROADS HMA - CONTRACT 3  
PLA JOB NO. NOVI-18-014

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor has subcontracted for performance under the contract through June 28, 2017, with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:


Name	Description	Amt Earned	Amt Paid	Amt Owing
GM & Sons ✓	Concrete	\$ 66,569.85	\$ 66,569.85	\$ -
Evergreen Seed ✓	Seeding	\$ 202.00	\$ 202.00	\$ -
PK Contracting ✓	Pavement Markings	\$ 4,100.00	\$ 4,100.00	\$ -
Ajax Materials ✓	HMA Material	\$ 239,663.39	\$ 239,663.39	\$ -
Breen's/Bell Site ✓✓	Restoration	\$ 29,093.75	\$ 29,093.75	\$ -
Road Fabrics ✓	Road Fabrics	\$ 44,350.74	\$ 44,350.74	\$ -
State Barricades ✓	Traffic Maintenance	\$ 3,256.20	\$ 3,256.20	\$ -
National Industrial ✓	Sweeping	\$ 2,310.00	\$ 2,310.00	\$ -
Finishing Touch ✓	Construction Video	\$ 1,525.00	\$ 1,525.00	\$ -

\*ALL LABOR, FRINGES, PAYROLL TAXES PAID IN FULL


That the contractor has not procured material from or subcontracted with, any for any improvements, materials or labor except that which is set forth above

Deponent further says that he or she makes the foregoing statement as the (sub)contractor 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 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 THIS 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 DESIGNER IS NOT NAMED OR HAS DIED.

By:  \_\_\_\_\_  
Signature Date

Matthew Jones, Vice President  
Print Name Title

Subscribed and sworn to before me this 31<sup>st</sup>  
day of August, 2017  
  
Notary Public

Macomb County, Michigan  
My commission expires: 3/18/2019





8/23

## FULL UNCONDITIONAL WAIVER

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

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

**Concrete**

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

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

GM & Sons, Inc.  
6784 Whitmore Lake Road  
Whitmore Lake, MI 48189

Signature of lien claimant

**Karl Schweitzer, Manager**

Title

Print Name

Signed on

8.24.17

Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**



**PRO-LINE ASPHALT**

## FULL UNCONDITIONAL WAIVER

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

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

**Restoration Supplies**

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

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

Evergreen Seed Supply LLC  
300 S. Chestnut Drive, Suite B  
Deshler, OH 43516

Abby Krinke  
Signature of lien claimant

Office Administrator  
Title

Abby Krinke  
Print Name

Signed on Aug 22, 2017  
Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**





**PRO-LINE ASPHALT**

## FULL UNCONDITIONAL WAIVER

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

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

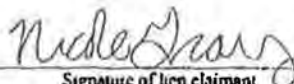
**Pavement Marking**

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

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

P.K. Contracting, Inc.  
1965 Barrett  
Troy, MI 48084



Signature of lien claimant

**Nicole Gray, Agent**

Title

Print Name

Signed on

5/10/17

Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**

RECEIVED

JAN 18 2017

PRO-LINE ASPHALT



PRO-LINE ASPHALT

### FULL UNCONDITIONAL WAIVER

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

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

**Asphalt**

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

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

Ajax Materials Corporation  
Attn: Debbie  
PO Box 7058  
Troy, MI 48007

*D. L. McCystal*  
Signature of lien claimant

*Credit Manager*  
Title

*D. L. McCRYSTAL*  
Print Name

Signed on 1/18/2017  
Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**

CP.# 22196





PRO-LINE ASPHALT

### FULL UNCONDITIONAL WAIVER

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

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

**Restoration**

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

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

Breen's Landscape  
4495 Highland Rd  
Waterford, MI 48328

Signature of lien claimant

President

Title

Robert Breen

Print Name

Signed on 8/30/2017

Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**

248-623-6220



### FULL UNCONDITIONAL WAIVER

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

I/We have a contract with **Breen's Landscape** to provide:

**Topsell**

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

and hereby waive my/our construction lien to the amount of \$ 5,400.00 for labor materials provided through 12/21/2016.

This waiver, together with all previous waivers, if any does/does not cover all amounts due to me/us for contract improvements provided through the date shown above. Invoice(s) 16-43769, 16-43770, 16-43771, 16-43772

Bell Site Development  
5289 Dixie Hwy Suite A  
Waterford, MI 48329

*[Handwritten Signature]*  
(Signature)

*[Handwritten Name and Title]*  
(Print Name Title)

Signed on: *12/21/16*  
(Date)

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**



**PRO-LINE ASPHALT**

## FULL UNCONDITIONAL WAIVER

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

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

**Road Fabrics**

for the improvement of the property described as:

**NOVI-16-014**

**Neighborhood Roads HMA**

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

Road Fabrics  
PO Box 87380  
Carol Stream, IL 60188

*Pat Wojtowicz*  
\_\_\_\_\_  
Signature of lien claimant

*MOR*

Title

*PAT WOJTOWICZ*  
\_\_\_\_\_  
Print Name

Signed on 5-15-17  
Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**





**PRO-LINE ASPHALT**

5/5

## FULL UNCONDITIONAL WAIVER

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

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

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

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

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

State Barricades, Inc.  
24806 Industrial Hwy  
Warren, MI 48089

*Vanessa Hadley*  
\_\_\_\_\_  
Signature of lien claimant

*Secretary*  
\_\_\_\_\_  
Title

*Vanessa Hadley*  
\_\_\_\_\_  
Print Name

Signed on 5-18-17  
Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**

RECEIVED

FEB 23 2017

PRO-LINE ASPHALT



### FULL UNCONDITIONAL WAIVER

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

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

**Site Sweeping**

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

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

National Industrial Maintenance, Inc.  
4400 Stecker  
Dearborn, MI 48126-3895

*[Handwritten Signature]*  
Signature of Lien claimant

1 REASURER  
Title

PETER L GREU  
Print Name

Signed on 2/23/17  
Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**





**PRO-LINE ASPHALT**

RECEIVED

12/21

JAN 31 2011

PRO-LINE ASPHALT

## FULL UNCONDITIONAL WAIVER

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

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

### Pre-Construction Video

for the improvement of the property described as:

**NOVI-16-014  
Neighborhood Roads HMA**

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

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



*C. Hurley*  
Signature of lien claimant

*Owner*  
Title

C. HURLEY  
Print Name

Signed on 11/5/10  
Date

**DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**