



**CITY OF NOVI CITY COUNCIL
DECEMBER 16, 2024**

SUBJECT: Approval of the final payment to True North Asphalt for the Lakeshore Park Parking Lot Expansion project.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Reconstructed and enlarged the existing, southern parking lot
- Removed existing cul-de-sac and kiosk
- Created additional parking spaces for MCMBA and hikers

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	\$ 1,212.00 – Expenditure \$ 13,243.50 – Retainage \$ 14,455.50 – Total
BUDGET <u>PRCS Fund</u> 208-752.00-981.014 Expenditure 208-000.00-211.001 Retainage	\$ 14,445.50
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

BACKGROUND INFORMATION:

The City's Lakeshore Park houses a 10-mile trail network that starts at the southern end of the park's access road. The system sees frequent usage by bicyclists, including the Motor City Mountain Biking Association (MCMBA) and hikers. The MCMBA is planning to add a changing facility at the trailhead under a separate, private contract. In advance of the new facility, staff recommended reconstructing the southern end of

the parking lot to eliminate the existing cul-de-sac, remove the existing kiosk, and create additional parking spaces to service the trail system, playground, and southernmost park shelter.

This construction contract was awarded at the City Council meeting on January 8, 2024, to True North Asphalt, in the amount of \$270,115.90. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract amount of \$14,455.50 due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, November 22, 2024).

There was one (1) approved balancing change order issued resulting in a decrease of \$5,245.83 or 1.9% under the awarded amount. The approved balancing change order resulted in a final contract price of \$264,870.07.

RECOMMENDED ACTION: Approval of the final payment to True North Asphalt for the Lakeshore Park Parking Lot Expansion project, in the amount of \$14,455.50, plus interest earned on retainage.

Lakeshore Park Rear Parking Lot Improvements

Location Map



Reconfigure parking areas to fit additional parking spaces

Remove island and replace with turnaround and additional parking spaces

Map Author: Rebecca Runkel
 Date: 8/31/21
 Project: Lakeshore Parking Lot
 Version #: 1.0

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.

 Project Limits

		04	03	02	01
		09	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



City of Novi

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



LAKESHORE PARK PARKING LOT EXPANSION



Before – Entrance from existing parking lot, looking south



Before – Existing south end of parking lot, looking south



After – New north end of parking lot



After – New south end of parking lot

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

November 26, 2024

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

Re: *Lakeshore Parking Lot Expansion – True North Asphalt - Closing Documents*

Dear Mr. Staup:

We have received and reviewed closing documents for the Lakeshore Parking Lot Expansion Project:

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

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. 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

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

Balance Due This Payment = \$ 14,455.50

PURCHASE ORDER NO.
 97400

APPLICATION FOR FINAL PAYMENT

PROJECT:	LAKESHORE PARK PARKING LOT EXPANSION	NOVI PROJECT NO.:	24-8101	PAYMENT NO.:	FINAL
		CIP NO.:	LOT022		
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:	True North Asphalt 1241 E. 11 Mile Road Madison Heights, Michigan 48071 (248) 289-6826
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$270,115.90	ORIGINAL:	June 7, 2024	FROM:	July 1, 2024
REVISED:	\$264,870.07	REVISED:		TO:	September 19, 2024

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	Crew Days - Division 1 - Base Bid	CD	10.00	\$ 800.00	\$ 8,000.00	13.00	\$ 800.00	\$ 10,400.00				13.00	\$ 10,400.00	100%
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		10.00	\$ 800.00	\$ 8,000.00	13.00	\$ 800.00	\$ 10,400.00	0.00			13.00	\$ 10,400.00	100%
1	Mobilization (10% Max.)	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 3,389.00	\$ 3,389.00	1.00	\$ 3,389.00	\$ 3,389.00				1.00	\$ 3,389.00	100%
3	Erosion Control, Silt Fence	LF	950.00	\$ 3.00	\$ 2,850.00	805.00	\$ 3.00	\$ 2,415.00				805.00	\$ 2,415.00	100%
4	HMA Surface, Remove	SY	2545.00	\$ 5.00	\$ 12,725.00	2445.00	\$ 5.00	\$ 12,225.00				2445.00	\$ 12,225.00	100%
5	Culv, Rem, Less than 24-inch	EA	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
6	Kiosk, Remove	LS	1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ 750.00				1.00	\$ 750.00	100%
7	Tree & Stump, Rem, 6-inch to 18-inch	EA	4.00	\$ 1,500.00	\$ 6,000.00	5.00	\$ 1,500.00	\$ 7,500.00				5.00	\$ 7,500.00	100%
8	Clearing	SF	756.00	\$ 7.00	\$ 5,292.00	744.00	\$ 7.00	\$ 5,208.00				744.00	\$ 5,208.00	100%
9	Parking Rail, Salvage & Replace	EA	30.00	\$ 64.00	\$ 1,920.00	31.00	\$ 64.00	\$ 1,984.00				31.00	\$ 1,984.00	100%
10	Parking Rail, 6-inch Concrete	EA	20.00	\$ 134.00	\$ 2,680.00	19.00	\$ 134.00	\$ 2,546.00				19.00	\$ 2,546.00	100%
11	Subgrade Undercutting, Special, 1x3	CY	200.00	\$ 47.00	\$ 9,400.00	220.06	\$ 47.00	\$ 10,342.82				220.06	\$ 10,342.82	100%
12	Agg Base, 21AA, Limestone, 8-inch	SY	3149.00	\$ 17.00	\$ 53,533.00	2715.00	\$ 17.00	\$ 46,155.00				2715.00	\$ 46,155.00	100%
13	Agg Base, 21AA, Limestone, 4-inch	SY	31.00	\$ 10.00	\$ 310.00	25.80	\$ 10.00	\$ 258.00				25.80	\$ 258.00	100%
14	Parking Lot Grading	STA	6.80	\$ 1,040.00	\$ 7,072.00	6.80	\$ 1,040.00	\$ 7,072.00				6.80	\$ 7,072.00	100%
15	Tensar TX5 Geogrid	SY	3149.00	\$ 9.00	\$ 28,341.00	2715.00	\$ 9.00	\$ 24,435.00				2715.00	\$ 24,435.00	100%
16	Culv, Cl A, CPE, 12-inch	LF	39.00	\$ 310.00	\$ 12,090.00	39.00	\$ 310.00	\$ 12,090.00				39.00	\$ 12,090.00	100%
17	Curb Ramp, Conc, 6-inch	SF	239.00	\$ 22.00	\$ 5,258.00	232.30	\$ 22.00	\$ 5,110.60				232.30	\$ 5,110.60	100%
18	Detectable Warning Surface	LF	10.00	\$ 36.00	\$ 360.00	10.00	\$ 36.00	\$ 360.00				10.00	\$ 360.00	100%
19	HMA, 4EML	TON	359.00	\$ 149.00	\$ 53,491.00	355.47	\$ 149.00	\$ 52,965.03				355.47	\$ 52,965.03	100%
20	HMA, 5EML	TON	359.00	\$ 149.00	\$ 53,491.00	349.28	\$ 149.00	\$ 52,042.72				349.28	\$ 52,042.72	100%
21	Spillway, Concrete	LF	13.00	\$ 50.00	\$ 650.00	0.00	\$ 50.00	\$ -				0.00		
22	Rip-Rap, Plain	SY	3.00	\$ 160.00	\$ 480.00	21.80	\$ 160.00	\$ 3,488.00				21.80	\$ 3,488.00	100%
23	Permanent Signing	LS	1.00	\$ 1,090.90	\$ 1,090.90	1.00	\$ 1,090.90	\$ 1,090.90				1.00	\$ 1,090.90	100%
24	Permanent Pavement Marking	LS	1.00	\$ 988.00	\$ 988.00	1.00	\$ 988.00	\$ 988.00				1.00	\$ 988.00	100%

TOTAL THIS SHEET \$ 266,160.90 \$ 256,415.07 \$ - \$ 256,415.07 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PARKING LOT EXPANSION **NOVI PROJECT NO.:** 24-8101 **PAYMENT NO.:** FINAL
CIP NO.: LOT022

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - Base Bid, Continued GL# 208-752.00-981.014		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	Maintaining Traffic	LS	1.00	\$ 1,531.00	\$ 1,531.00	1.00	\$ 1,531.00	\$ 1,531.00				1.00	\$ 1,531.00	100%
26	Surface Restoration	LS	1.00	\$ 2,424.00	\$ 2,424.00	1.00	\$ 2,424.00	\$ 2,424.00	0.50	\$ 1,212.00	50%	1.00	\$ 2,424.00	100%
TOTAL FROM THIS SHEET					\$ 3,955.00		\$ 3,955.00		\$ 1,212.00			\$ 3,955.00		
TOTAL FROM OTHER SHEET					\$ 266,160.90		\$ 256,415.07		\$ -			\$ 256,415.07		
SUBTOTAL					\$ 270,115.90		\$ 260,370.07		\$ 1,212.00			\$ 260,370.07	100%	



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APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PARKING LOT EXPANSION **NOVI PROJECT NO.:** 24-8101 **PAYMENT NO.:** FINAL
CIP NO.: LOT022

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	Drain Tile	LSUM	1	208-752.00-981.014	1.00	\$ 4,000.00	\$ 4,000.00				1.00	\$ 4,000.00	100%
28	Additional Pavement Markings	LSUM	1	208-752.00-981.014	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
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						\$ 4,500.00	\$ -				\$ 4,500.00		
TOTAL FROM OTHER SHEETS					\$ 270,115.90	\$ 260,370.07	\$ 1,212.00				\$ 260,370.07		
GRAND TOTAL					\$ 270,115.90	\$ 264,870.07	\$ 1,212.00				\$ 264,870.07	100%	



CITY OF NOVI

PURCHASE ORDER NO.

97400

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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PARKING LOT EXPANSION **NOVI PROJECT NO.:** 24-8101 **PAYMENT NO.:** FINAL
CIP NO.: LOT022

Original Contract Amount: \$ 270,115.90
Change Orders: \$ (5,245.83)
Adjusted Contract Amount to Date: \$ 264,870.07
Total Cost of Work Performed to Date: \$ 264,870.07
MINUS Retainage: \$ 0%
MINUS Inspection "Crew Days": To Date \$ 13.00
This Pay \$ 0.00
Net Amt. Earned of Contract and Extra Work to Date: \$ 264,870.07

CHANGE ORDERS

No.	Date	Amount
1	June 12, 2024	\$ (5,245.83)
3		
4		
5		
6		
7		
8		
9		
10		

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

Subtotal: \$ 264,870.07
ADD Incentive "Crew Days", if under: \$ -
Subtotal: \$ 264,870.07
MINUS Amount of Previous Payments: \$ 250,414.57

1 \$ 249,420.57
2 \$ 994.00
3 \$ -
4 \$ -
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

TOTAL: \$ (5,245.83)

Inspection "Crew Days" Allowed per Contract:	10.00
Additional "Crew Days" per Change Orders:	3.00
Total Inspection "Crew Days" Allowed:	13.00
Inspection "Crew Days" Used to Date:	13.00
Inspection "Crew Days" Remaining:	0.00

BALANCE DUE THIS PAYMENT:



CITY OF NOVI

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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	LAKESHORE PARK PARKING LOT EXPANSION	NOVI PROJECT NO.:	24-8101	PAYMENT NO.:	FINAL
		CIP NO.:	LOT022		

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

Signed by:
Bryan Ross
C9DFF7696F234F3...

True North Asphalt
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.: 30203588

PROJECT: *(Name and address)*
LakeShore Park Parking Lot
Reconstruction

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: Construction

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

TO OWNER: *(Name and address)*
City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

CONTRACT DATED:

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

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606-3732

, SURETY,

on bond of
(Insert name and address of Contractor)

True North Asphalt, LLC
1241 E. Eleven Mile Road
Madison Heights, MI 48071

, 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
26300 Lee BeGole Drive
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: **19 November 2024**
(Insert in writing the month followed by the numeric date and year.)

Western Surety Company

(Surety)

(Signature of authorized representative)

Holly Nichols, Attorney-in-Fact

(Printed name and title)



Attest:
(Seal):

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Robert D Heuer, Paul M Hurley, Nicholas Ashburn, Mark T Madden, Holly Nichols, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

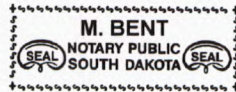
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of November, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and 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 Company. 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.





CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF OAKLAND

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

PRESIDENT of the TRUE NORTH ASPHALT
(Title) (Firm Name)

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

PARKING LOT IMPROVEMENTS
(Description of Improvement)

located at: 1241 EAST ELEVEN MILE RD. MADISON HEIGHTS, MI 48071

The total amount of the contract is \$270,115.90 of which I have received payment of \$249,420.57 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay 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 8th day of July, 2024

Name: TRUE NORTH Asphalts
(individual/corporation/partnership)

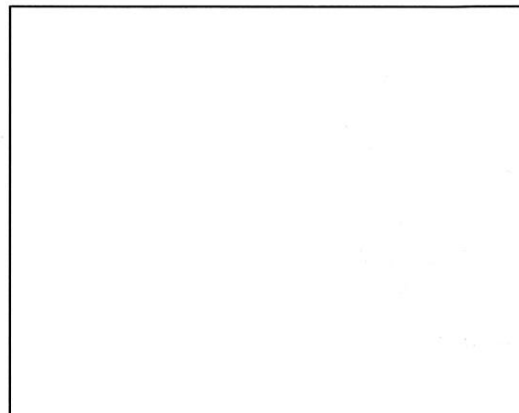
By: CFO - Bryan Rm Attest: CFO
(Title) (Title)

Subscribed and sworn to before me this 8th day of July, 2024

Notary Public: Jessica Mckee



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
Cadillac Asphalt	Asphalt	93,811.26	0		#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: _____	Work Completed to Date: _____
Plus: Extras to Contract: _____	Less: Total Retainage: _____
Total: Contract plus Extras: <u> \$0.00</u>	Less: Amount Previously Paid: <u> \$0.00</u>
Less: Credits to Contract: _____	Less: Amount of this Request: _____
Total: Adjusted Contract: <u> \$0.00</u>	Total Balance Due: <u> \$0.00</u>



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH: True North Asphalt
(other contracting party)

TO PROVIDE Asphalt Material

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:
Novi Lakeshore #41024-0097

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN RIGHTS
AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

✓

SIGNED ON: 10/29/2024
Cadillac Asphalt LLC
(signature of lien claimant)
Linda L Kukola
Credit Manager

ADDRESS: 39255 Country Club Dr Suite B20

Farmington Hills, MI

TELEPHONE: 734-777-4531

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY