



**CITY OF NOVI CITY COUNCIL
APRIL 21, 2025**

SUBJECT: Consideration of approval of the final payment to Cadillac Asphalt LLC for the Industrial Roads Rehabilitation project, in the amount of \$110,941.56, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Construction was performed on time and on budget.
- Change Order approved (July 10, 2023) to add the eastern 500-feet of Drakes Bay Drive reconstruction.
- Change Order approved (June 17, 2024) to add 13 Mile Road (Meadowbrook to M-5) rehabilitation. Final payment for this change order contract under separate motion.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	\$ 110,491.56
BUDGET	
Major Street Fund	\$ 61,400.00 Expenditure \$ <u>49,541.56 Retainage</u> \$ 110,491.56 TOTAL
APPROPRIATION REQUIRED	\$0
FUND BALANCE IMPACT	\$0

BACKGROUND INFORMATION:

City staff identified roads for repair in the Beck North Corporate Park and the Beck West Industrial Park (both zoned for light and/or general industrial activity). The project

was designed to include a base bid (Magellan Drive and Humboldt Drive) and two alternate bids (Hudson Drive and DeSoto/Peary/Ryan Courts) in case of higher bid prices. (See attached map). The low bid from Cadillac Asphalt came in within 0.4% of the Engineer's estimate, so staff recommended awarding the base bid and both alternate bids.

At this time, a separate Capital Preventative Maintenance (CPM) program was already in the works for several streets in the Island Lake of Novi Subdivision. This CPM program was intended to provide a maintenance-type fix which is less involved, intrusive, and expensive as a rehabilitation or reconstruction method. The eastern 500-foot of Drakes Bay Drive required a reconstructive effort. Therefore, the City Council approved a change order to Cadillac Asphalt to reconstruct this portion of street at the July 10, 2023, meeting.

Also, due to the success Cadillac Asphalt had with the proceeding parts of this Industrial Roads contract and low unit prices, staff recommended that the City Council approve another change order to rehabilitate 13 Mile Road from Meadowbrook Road to the M-5 highway. This change order was approved at the June 17, 2024, meeting. The construction contract was awarded at the April 17, 2023, City Council meeting to Cadillac Asphalt, LLC., in the amount of \$2,223,748.76. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract amount of \$1,109,941.56 that is due to the contractor, of which \$61,400 is in incentive crew days (76.75 days x \$800/day) for completing the working in a timely manner. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, March 27, 2025).

There were four (4) approved change orders issued resulting in an overall decrease of \$242,086.42 or 10.9% under the awarded amount. The approved change orders resulted in a final contract price of \$1,981,662.34 for the contract.

RECOMMENDED ACTION: Approval of the final payment to Cadillac Asphalt LLC for the Industrial Roads Rehabilitation project, in the amount of \$1,109,941.56, plus interest earned on retainage.

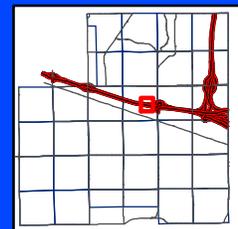
Industrial Road Rehabilitation Program



Map Author: Runkel
 Date: 5/25/22
 Project: Industrial Rd Rehab
 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.

- Roads Proposed for Base Bid
- Roads Proposed for Alternate Bid
- Municipal Boundary



City of Novi

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



INDUSTRIAL ROADS REHABILITATION



Before – Drive and curb line pavement on Humboldt



Before – Drive and curb line pavement on Magellan



During – Existing concrete pavement removals and condition on Hudson Drive



During – Existing concrete pavement removals and condition on Peary Court



During – Saw cutting and preparation work on existing concrete in the Beck West Corporate Park



After – Hudson Drive completed



After – Drive and curb pavement completed on Magellan Drive



After – Completion of the intersection of Magellan and Humboldt Drives.



After – Completion of Peary Court in the Beck North Corporate Park

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

March 27, 2025

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

Re: 2023 Industrial Roads Rehabilitation – Cadillac Asphalt, LLC - Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the 2023 Industrial Roads Rehabilitation Project:

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

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 = \$ 110,941.56

PURCHASE ORDER NO.

97293

APPLICATION FOR FINAL PAYMENT

PROJECT:	2023 INDUSTRIAL ROAD REHABILITATION PROGRAM	NOVI PROJECT NO.:	23-2301	PAYMENT NO.:	FINAL
		CIP NO.:	ENG079		
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:	Cadillac Asphalt, LLC 51777 W. 12 Mile Road Wixom, Michigan 48393 (248) 388-7074
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$2,223,748.76	ORIGINAL:	November 15, 2023	FROM:	
REVISED:	\$1,981,662.34	REVISED:		TO:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Industrial Road Rehabilitation Program GL# 202-449.20-975.248			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
0	Crew Days - Base Bid (Mag & Humb)	CD	48.00	\$ 800.00	\$ 38,400.00	48.00	\$ 800.00	\$ 38,400.00				18.75	\$ 15,000.00	39%	
0	Crew Days - Alt No. 1 (Courts)	CD	36.00	\$ 800.00	\$ 28,800.00	36.00	\$ 800.00	\$ 28,800.00				12.25	\$ 9,800.00	34%	
0	Crew Days - Alt No. 2 (Hudson)	CD	36.00	\$ 800.00	\$ 28,800.00	36.00	\$ 800.00	\$ 28,800.00				12.25	\$ 9,800.00	34%	
0	Crew Days - Division 4 - Drakes	CD	0.00	\$ 800.00		10.25	\$ 800.00	\$ 8,200.00				10.25	\$ 8,200.00	100%	
0	Crew Days - Division 5 - 13 Mile	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00			
	TOTAL CREW DAYS		120.00	\$ 800.00	\$ 96,000.00	130.25	\$ 800.00	\$ 104,200.00	0.00			53.50	\$ 42,800.00	41%	
1	Mobilization (10% Max)	LS	1.00	\$ 209,000.00	\$ 209,000.00	1.00	\$ 209,000.00	\$ 209,000.00				1.00	\$ 209,000.00	100%	
2	Pre-Construction Audio/Visual	LS	1.00	\$ 4,800.00	\$ 4,800.00	1.00	\$ 4,800.00	\$ 4,800.00				1.00	\$ 4,800.00	100%	
3	Cold Milling Concrete Pavement	SY	30241.00	\$ 5.25	\$ 158,765.25	29912.06	\$ 5.25	\$ 157,038.32				29912.06	\$ 157,038.32	100%	
4	Cold Milling HMA Surface	SY	323.00	\$ 23.87	\$ 7,710.01	317.71	\$ 23.87	\$ 7,583.74				317.71	\$ 7,583.74	100%	
5	Pavement, Remove	SY	2746.00	\$ 20.00	\$ 54,920.00	1014.67	\$ 20.00	\$ 20,293.40				1014.67	\$ 20,293.40	100%	
6	HMA Surface, Remove	SY	298.00	\$ 20.00	\$ 5,960.00	131.61	\$ 20.00	\$ 2,632.20				131.61	\$ 2,632.20	100%	
7	Curb and Gutter, Remove	LF	3810.00	\$ 37.00	\$ 140,970.00	2524.01	\$ 37.00	\$ 93,388.37				2524.01	\$ 93,388.37	100%	
8	Pavement Repair, Remove	SY	305.00	\$ 55.00	\$ 16,775.00	0.00	\$ 55.00	\$ -				0.00			
9	Excavation, Earth	CY	937.00	\$ 36.00	\$ 33,732.00	300.77	\$ 36.00	\$ 10,827.72				300.77	\$ 10,827.72	100%	
10	Joint Repair	LF	22750.00	\$ 1.00	\$ 22,750.00	7645.00	\$ 1.00	\$ 7,645.00				7645.00	\$ 7,645.00	100%	
11	Erosion Control, Silt Fence	LF	2000.00	\$ 4.00	\$ 8,000.00	0.00	\$ 4.00	\$ -				0.00			
12	Erosion Control, Inlet Protection	EA	52.00	\$ 250.00	\$ 13,000.00	54.00	\$ 250.00	\$ 13,500.00				54.00	\$ 13,500.00	100%	
13	Concrete Curb	LF	6457.00	\$ 36.00	\$ 232,452.00	2468.10	\$ 36.00	\$ 88,851.60				2468.10	\$ 88,851.60	100%	
14	HMA, 4EML	TON	3683.00	\$ 116.46	\$ 428,922.18	3418.72	\$ 116.46	\$ 398,144.13				3418.72	\$ 398,144.13	100%	
15	HMA, 5EML	TON	939.00	\$ 165.47	\$ 155,376.33	849.69	\$ 165.47	\$ 140,598.20				849.69	\$ 140,598.20	100%	
16	Geosynthetic Paving Fabric	SY	30241.00	\$ 5.39	\$ 162,998.99	29052.30	\$ 5.39	\$ 156,591.90				29052.30	\$ 156,591.90	100%	
17	Hand Patching	TON	1097.00	\$ 75.00	\$ 82,275.00	54.43	\$ 75.00	\$ 4,082.25				54.43	\$ 4,082.25	100%	
18	Driveway, Non-Reinf Conc, 9-inch	SY	2241.00	\$ 86.00	\$ 192,726.00	1122.09	\$ 86.00	\$ 96,499.74				1122.09	\$ 96,499.74	100%	
19	Pavt Repair, Non-Reinf Conc, 6-inch	SY	305.00	\$ 55.00	\$ 16,775.00	20.00	\$ 55.00	\$ 1,100.00				20.00	\$ 1,100.00	100%	
20	Agg Base, 21AA, Limestone, 8-inch	SY	4202.00	\$ 23.00	\$ 96,646.00	1266.95	\$ 23.00	\$ 29,139.85				1266.95	\$ 29,139.85	100%	
21	Df Structure Cover, Adj, Case 1	EA	47.00	\$ 655.00	\$ 30,785.00	48.00	\$ 655.00	\$ 31,440.00				48.00	\$ 31,440.00	100%	
22	DPS Structure Cover, Adj, Case 1	EA	8.00	\$ 775.00	\$ 6,200.00	2.00	\$ 775.00	\$ 1,550.00				2.00	\$ 1,550.00	100%	
23	Point-Up Drainage Structure	EA	50.00	\$ 175.00	\$ 8,750.00	48.00	\$ 175.00	\$ 8,400.00				48.00	\$ 8,400.00	100%	
24	Reconstruct Drainage Structure	VF	18.00	\$ 200.00	\$ 3,600.00	9.90	\$ 200.00	\$ 1,980.00				9.90	\$ 1,980.00	100%	

TOTAL THIS SHEET

\$ 2,093,888.76

\$ 1,485,086.42

\$ -

\$ 1,485,086.42

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 INDUSTRIAL ROAD REHABILITATION PROGRAM **NOVI PROJECT NO.:** 23-2301 **PAYMENT NO.:** FINAL
CIP NO.: ENG079

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
29	Mobilization - Drakes Bay	LS	4	203-449.30-975.272	1.00	\$ 38,900.00	\$ 38,900.00				1.00	\$ 38,900.00	100%
30	Pre-Con Audio-Visual - Drakes Bay	LS	4	203-449.30-975.272	1.00	\$ 1,600.00	\$ 1,600.00				1.00	\$ 1,600.00	100%
31	HMA Surface, Rem	Syd	4	203-449.30-975.272	2529.96	\$ 9.97	\$ 25,223.70				2529.96	\$ 25,223.70	100%
32	Curb and Gutter, Rem	Ft	4	203-449.30-975.272	36.00	\$ 37.00	\$ 1,332.00				36.00	\$ 1,332.00	100%
33	Conc Curb (Includes Detail M)	Ft	4	203-449.30-975.272	36.00	\$ 36.00	\$ 1,296.00				36.00	\$ 1,296.00	100%
34	Roadway Grading	Sta	4	203-449.30-975.272	5.10	\$ 7,061.25	\$ 36,012.38				5.10	\$ 36,012.38	100%
35	Agg Base, 21AA Lstone, 10 inch	Syd	4	203-449.30-975.272	2529.96	\$ 23.10	\$ 58,442.08				2529.96	\$ 58,442.08	100%
36	HMA, 3EML	Ton	4	203-449.30-975.272	419.00	\$ 131.77	\$ 55,211.63				419.00	\$ 55,211.63	100%
37	HMA, 4EML	Ton	4	203-449.30-975.272	269.00	\$ 116.46	\$ 31,327.74				269.00	\$ 31,327.74	100%
38	HMA, 5EML	Ton	4	203-449.30-975.272	269.00	\$ 165.47	\$ 44,511.43				269.00	\$ 44,511.43	100%
39	Underdrain, Subgrade, O-D, 6 inch	Ft	4	203-449.30-975.272	1012.00	\$ 23.10	\$ 23,377.20				1012.00	\$ 23,377.20	100%
40	Dr Structure, Tap, 6 inch	Ea	4	203-449.30-975.272	0.00	\$ 630.00	\$ -				0.00	\$ -	
41	Subgrade Undercut, Special 1 x 3	Cyd	4	203-449.30-975.272	350.00	\$ 75.60	\$ 26,460.00				350.00	\$ 26,460.00	100%
42	Sidewalk, Rem	Syd	4	203-449.30-975.272	22.22	\$ 9.45	\$ 209.98				22.22	\$ 209.98	100%
43	Sidewalk, Conc, Ramp 6 inch	Sft	4	203-449.30-975.272	199.98	\$ 10.50	\$ 2,099.79				199.98	\$ 2,099.79	100%
44	Detectable Warning Surface	Ft	4	203-449.30-975.272	10.00	\$ 63.00	\$ 630.00				10.00	\$ 630.00	100%
45	Surface Restoration - Drakes Bay	LS	4	203-449.30-975.272	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
46	Pavt Mrkg, Wtrbrne, 24 inch, Wht, Stop	Ft	4	203-449.30-975.272	25.00	\$ 25.00	\$ 625.00				25.00	\$ 625.00	100%
47	Maintaining Traffic - Drakes Bay	LS	4	203-449.30-975.272	1.00	\$ 12,500.00	\$ 12,500.00				1.00	\$ 12,500.00	100%
48	Geogrid	Syd	4	203-449.30-975.272	857.00	\$ 3.00	\$ 2,571.00				857.00	\$ 2,571.00	100%
49	Electrical Conduit	Ft	4	203-449.30-975.272	63.00	\$ 22.00	\$ 1,386.00				63.00	\$ 1,386.00	100%
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 366,715.92		\$ -			\$ 366,715.92	
TOTAL FROM OTHER SHEETS						\$ 2,223,748.76	\$ 1,614,946.42		\$ -			\$ 1,614,946.42	
GRAND TOTAL						\$ 2,223,748.76	\$ 1,981,662.34		\$ -			\$ 1,981,662.34	100%



CITY OF NOVI

PURCHASE ORDER NO.

97293

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 INDUSTRIAL ROAD REHABILITATION PROGRAM **NOVI PROJECT NO.:** 23-2301 **PAYMENT NO.:** FINAL
CIP NO.: ENG079

Original Contract Amount: \$ 2,223,748.76
Change Orders: \$ (242,086.42)
Adjusted Contract Amount to Date: \$ 1,981,662.34
Total Cost of Work Performed to Date: \$ 1,981,662.34
MINUS Retainage: \$ -
MINUS Inspection "Crew Days": To Date \$ 53.50
This Pay \$ 0.00
Net Amt. Earned of Contract and Extra Work to Date: \$ 1,981,662.34

MINUS L.D.'s: # of days over =
\$ amount/day = \$1,500

Subtotal: \$ 1,981,662.34
ADD Incentive "Crew Days", if under: \$ 61,400.00
Subtotal: \$ 2,043,062.34
MINUS Amount of Previous Payments: \$ 1,932,120.78

- 1 \$ 241,804.79
- 2 \$ 146,072.01
- 3 \$ 573,272.30
- 4 \$ 802,147.18
- 5 \$ 119,282.94
- 6 \$ 49,541.56
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

BALANCE DUE THIS PAYMENT: \$ **110,941.56**

CHANGE ORDERS

No.	Date	Amount
1	July 12, 2023	\$ 386,927.26
	August 28, 2023	\$ 22,857.00
3	September 12, 2023	\$ (140.28)
4	November 15, 2023	\$ (651,730.40)
5		
6		
7		
8		
9		
10		

TOTAL: \$ (242,086.42)

Inspection "Crew Days" Allowed per Contract:	120.00
Additional "Crew Days" per Change Orders:	10.25
Total Inspection "Crew Days" Allowed:	130.25
Inspection "Crew Days" Used to Date:	53.50
Inspection "Crew Days" Remaining:	76.75



CITY OF NOVI

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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	2023 INDUSTRIAL ROAD REHABILITATION PROGRAM	NOVI PROJECT NO.:	23-2301	PAYMENT NO.:	FINAL
		CIP NO.:	ENG079		

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

[Signature box for City of Novi]

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

[Signature box for Cadillac Asphalt, LLC]

Cadillac Asphalt, LLC
CONTRACTOR - Electronic Signature Certification

[Signature box for AECOM-Great Lakes]

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 4897877

PROJECT: *(Name and address)*
Industrial Roads Rehabilitation

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR: **Construction**

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

TO OWNER: *(Name and address)*

CONTRACT DATED:

**City of Novi
26300 Lee BeGole Drive
Novi, MI 48375**

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)

Cadillac Asphalt, LLC

39255 Country Club Drive, Suite B-20

Farmington Hills, MI 48331

, 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: **14 February 2025**

(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)



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	Anne M. Barick	All of	ALL
Paul M. Hurley	Michael D. Lechner	Rochester Hills, Michigan	\$100,000,000
Holly Nichols	Jason Rogers		
Robert D. Heuer			

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 21st day of June 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 21st day of June, 2024, before me personally appeared MARK VICARIO, 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 Comm. Expires
May 18, 2025

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

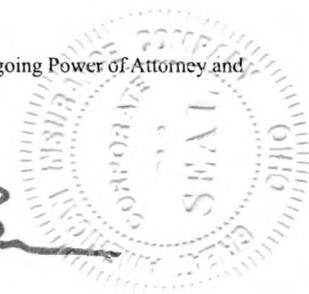
I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of February, 2025



Atty L C. B.

Assistant Secretary



RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. CA 4897877

IN FAVOR OF **City of Novi**

ON BEHALF OF **Cadillac Asphalt, LLC**

EFFECTIVE **April 17, 2023**

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:

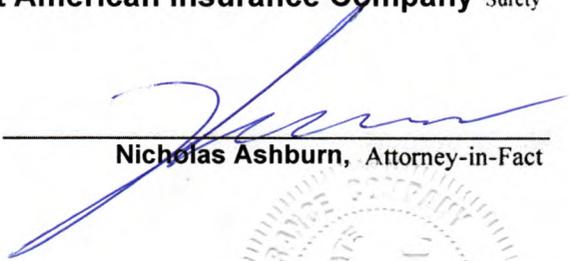
The penal sum of the above referenced bond is hereby increased from \$2,319,709.18 to \$2,923,579.12.

EFFECTIVE: **5th day of March, 2025**

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 5th day of March, 2025

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	Anne M. Barick	ALL
Paul M. Hurley	Michael D. Lechner	\$100,000,000
Holly Nichols	Jason Rogers	
Robert D. Heuer		

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 21st day of June 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 21st day of June, 2024, before me personally appeared MARK VICARIO, 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 Comm. Expires
May 18, 2025

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

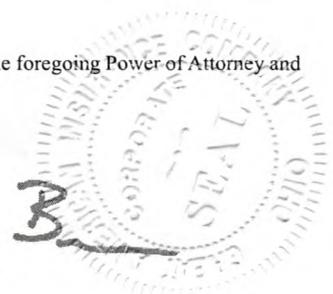
I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of March, 2025



Atty L C. B.

Assistant Secretary



Signed this 25 day of March, 2025

Name: Cadillac Asphalt LLC
(individual/corporation/partnership)

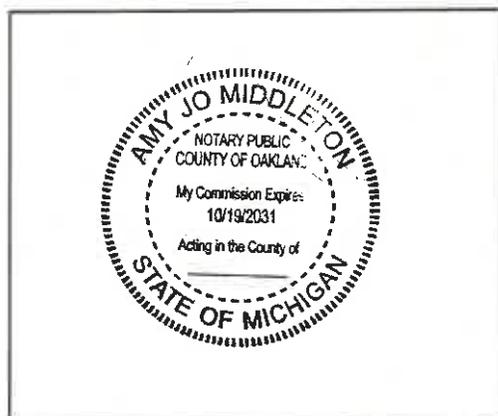
By: *Cherilyn Banas*
Cherilyn Banas

Attest: _____
Project Manager

Subscribed and sworn to before me this 25 day of March, 2025

Notary Public: *Amy Jo Middleton*
Amy Jo Middleton - Oakland County - Exp 10/19/31

NOTARY SEAL



FULL UNCONDITIONAL WAIVER

23160
Cadillac #513137

MY/OUR CONTRACT WITH Cadillac Asphalt, LLC (Clarkston)
(OTHER CONTRACTING PARTY)

TO PROVIDE AUDIO VISUAL DOCUMENTATION

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Industrial Roads Rehab.

City of Novi, Oakland County

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

FINISHING TOUCH PHOTO & VIDEO

Cynthia Hurley

Digitally signed by Cynthia Hurley
Date: 2023.12.16 11:44:15 -05'00'

(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 12/16/2023

NAME: C. Hurley

TITLE: Officer

ADDRESS: 25095 25 Mile Road
Chesterfield, MI 48051

TELEPHONE NO.: 586.749.3340

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

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: Fort Wayne Contracting Inc
300 E Seven Mile Rd
Detroit, MI 48203

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 02/13/2025

Firm Name: Fort Wayne Contracting, Inc.

By: Christopher Honore

Digitally signed by Christopher Honore
DN: cn=Christopher Honore, o, ou,
email=patty@fortwaynecontracting.com, c=US
Date: 2025.02.13 13:10:39 -0500

Christopher R. Honore

Title: President

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: GM & Sons Inc
46900 W Road
Novi, MI 48377

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date:

1-8-25

Firm Name: GM & Sons, Inc.

By:

Hugo Gallegos

Title: Hugo Gallegos, President

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: PK Contracting Inc
1965 Barrett
Troy, MI 48084

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date:

2-13-25

Firm Name:

By:

Title:

P.K. Contracting
1965 Barrett Dr.
Troy, MI 48084
Kimberly A. Tomatti
Agent

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: RMD Holdings Ltd
PO Box 458
Richmond, MI 48062-0458

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1/8/25 _____ **Firm Name:** Nationwide Construction Group _____
By: _____
Title: COO _____

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: Road Fabrics Inc
PO Box 87380
Carol Stream, IL 60188-7380

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 01/01/2025 **Firm Name:** Road Fabrics, Inc.
By: Franklin Kocher
Title: President

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: Shaw Contracting Co
509 Morton St
Bay City, MI 48706

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/7/25 **Firm Name:** Shaw Contracting Co.
By: Dustin Danyuski
Title: manager



Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: Site Solutions Inc
4337 E Grand River Ste 234
Howell, MI 48843

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 5/21/22 Firm Name: Site Solutions
By: [Signature]
Title: President

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: Springline Excavating LLC
32945 Folsom Rd
Farmington Hills, MI 48336

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 1.9.2025 Firm Name: Springline Excavating
By: Shawn Rodiger
Title: controller