

CITY of NOVI CITY COUNCIL

Agenda Item S August 12, 2019

SUBJECT: Approval of the final payment to Asphalt Specialists, Inc., for the Fire Station No. 5 Parking Lot Rehabilitation project in the amount of \$9,303.07, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 9,303.07 (FY 2018-19 Budget)
AMOUNT BUDGETED	\$ 183,814 (FY 2018-19 Budget)
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-442.10-981.007

BACKGROUND INFORMATION:

Fire Station No. 5 is located at the southeast corner of 11 Mile and Beck Roads and is currently being used for emergency response operations by city contractor, Superior Air-Ground Ambulance of Michigan, Inc. The asphalt pavement on-site had approached the end of its life cycle and required immediate replacement. Due to the heavy equipment used for these operations, deep-strength asphalt was used in critical locations to protect and increase pavement longevity. Also, as part of this project, a new driveway approach off of 11 Mile Road was constructed for better access management and maneuverability.

The construction contract was awarded for this project at the February 25, 2019 City Council meeting to Asphalt Specialists, Inc., in the amount of \$125,879.00. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$9,303.07 that is due the Contractor. The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, July 29, 2019).

There were two (2) approved change orders issued for this project resulting in an overall increase of \$18,722.95 to the construction contract, or 14.9% over the awarded amount. A majority of the change order value was due to the removal and replacement of large sections of poor subbase soils with geotechnical foundations. The approved change orders resulted in a final contract price of \$144,601.95.

RECOMMENDED ACTION: Approval of the final payment to Asphalt Specialists, Inc., for the Fire Station No. 5 Parking Lot Rehabilitation project in the amount of \$9,303.07, plus interest earned on retainage.

Fire Station 5 Parking Lot Rehabilitation

Location Map



Map Author: Joseph Akers
Date: February 6, 2019
Project: Fire Station 5
Version: 1

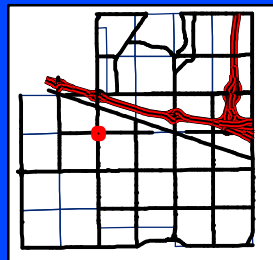
Amended By:
Date:
Department:

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 GIS Manager to confirm source and accuracy information related to this map.



Proposed
Rehabilitation



City of Novi

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

0 12.5 25 50 75
Feet

1 inch = 67 feet



FIRE STATION No. 5 PARKING LOT REHABILITATION



Before – From Beck Road



After – From Beck Road



Before - Looking toward 11 Mile Road



After - Looking from 11 Mile Road

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

July 29, 2019

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

Re: *Fire Station No. 5 Parking Lot – Asphalt Specialists, Inc.*
Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Fire Station No. 5 Parking Lot Project:

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

The closing documents appear to be in order. The Contractor will be required to provide its full unconditional waiver of lien in exchange for the final payment. 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

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
Ben Croy, City Engineer
Megan Mikus, Deputy Director of Public Works
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 9,303.07

PURCHASE ORDER NO.

95781

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

APPLICATION FOR FINAL PAYMENT

PROJECT: FIRE STATION No. 5 (CEMS)	NOVI PROJECT NO.: 18-8201	PAYMENT NO.: FINAL
	CIP NO.: LOT019	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: Spalding DeDecker 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR: Asphalt Specialists, Inc. 1780 E. Highwood Pontiac, Michigan 48340 (248) 334-4570 Ext. 270
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$125,879.00	ORIGINAL: May 30, 2019	FROM: June 4, 2019
REVISED: \$144,601.95	REVISED:	TO: June 30, 2019
	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	FIRE STATION No. 5 (CEMS) Improvements GL# 101-442.10-981.007 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	12.00	\$ 700.00	\$ 8,400.00	18.00	\$ 700.00	\$ 12,600.00	13.00	\$ 9,100.00	72%	25.00	\$ 17,500.00	139%
1	Bonds, Insurance and Mobilization	LS	1.00	\$ 10,725.00	\$ 10,725.00	1.00	\$ 10,725.00	\$ 10,725.00				1.00	\$ 10,725.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 1,200.00	\$ 1,200.00	0.00	\$ 1,200.00	\$ -				0.00	\$ -	
3	Temporary Traffic Control Devices	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
4	Construction Protection Fencing	LF	100.00	\$ 8.00	\$ 800.00	0.00	\$ 8.00	\$ -				0.00	\$ -	
5	Tree Remove (8-inch to 18-inch)	EA	1.00	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ 1,300.00				1.00	\$ 1,300.00	100%
6	Parking Block, Conc, Remove	EA	10.00	\$ 30.00	\$ 300.00	12.00	\$ 30.00	\$ 360.00	2.00	\$ 60.00	17%	12.00	\$ 360.00	100%
7	HMA Surface, Remove	SY	1090.00	\$ 6.50	\$ 7,085.00	1106.10	\$ 6.50	\$ 7,189.65	16.10	\$ 104.65	1%	1106.10	\$ 7,189.65	100%
8	Pavement, Remove	SY	92.00	\$ 20.00	\$ 1,840.00	121.00	\$ 20.00	\$ 2,420.00	29.00	\$ 580.00	24%	121.00	\$ 2,420.00	100%
9	Curb and Gutter, Conc, Remove	LF	90.00	\$ 12.00	\$ 1,080.00	83.00	\$ 12.00	\$ 996.00				83.00	\$ 996.00	100%
10	Excavation, Earth	CY	310.00	\$ 30.00	\$ 9,300.00	369.10	\$ 30.00	\$ 11,073.00				369.10	\$ 11,073.00	100%
11	Subgrade Undercut (As Needed)	CY	145.00	\$ 47.00	\$ 6,815.00	366.00	\$ 47.00	\$ 17,202.00				366.00	\$ 17,202.00	100%
12	Agg Base, 8-inch, Limestone, Mod	SY	62.00	\$ 15.00	\$ 930.00	73.40	\$ 15.00	\$ 1,101.00	11.40	\$ 171.00	16%	73.40	\$ 1,101.00	100%
13	Agg Base, 8-inch, Modified	SY	750.00	\$ 8.50	\$ 6,375.00	1127.40	\$ 8.50	\$ 9,582.90				1127.40	\$ 9,582.90	100%
14	Conc Pvmnt, Nonreinf, 6", Det 9B	SY	75.00	\$ 96.00	\$ 7,200.00	100.00	\$ 96.00	\$ 9,600.00	25.00	\$ 2,400.00	25%	100.00	\$ 9,600.00	100%
15	Curb and Gutter, Conc, Det M	LF	63.00	\$ 38.00	\$ 2,394.00	73.10	\$ 38.00	\$ 2,777.80	10.10	\$ 383.80	14%	73.10	\$ 2,777.80	100%
16	Curb and Gutter, Conc, Det F2	LF	284.00	\$ 38.00	\$ 10,792.00	335.80	\$ 38.00	\$ 12,760.40	51.80	\$ 1,968.40	15%	335.80	\$ 12,760.40	100%
17	HMA, 5E1	TON	123.00	\$ 110.00	\$ 13,530.00	126.48	\$ 110.00	\$ 13,912.80	3.48	\$ 382.80	3%	126.48	\$ 13,912.80	100%
18	HMA, 4C	TON	52.00	\$ 95.00	\$ 4,940.00	63.81	\$ 95.00	\$ 6,061.95	11.81	\$ 1,121.95	19%	63.81	\$ 6,061.95	100%
19	HMA, 3C	TON	187.00	\$ 95.00	\$ 17,765.00	175.59	\$ 95.00	\$ 16,681.05				175.59	\$ 16,681.05	100%
20	Agg Base Course Conditioning	SY	722.00	\$ 1.00	\$ 722.00	84.40	\$ 1.00	\$ 84.40				84.40	\$ 84.40	100%
21	Light Pole, Remove	EA	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
22	Light Pole, Relocate	EA	1.00	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ 11,000.00				1.00	\$ 11,000.00	100%
23	Perm Pvmnt Mrkg, Yellow, 4-inch	LF	220.00	\$ 0.50	\$ 110.00	220.00	\$ 0.50	\$ 110.00				220.00	\$ 110.00	100%
24	Perm Pvmnt Mrkg, Blue, 4-inch	LF	112.00	\$ 0.50	\$ 56.00	88.00	\$ 0.50	\$ 44.00				88.00	\$ 44.00	100%

TOTAL THIS SHEET

\$ 121,259.00

\$ 139,981.95

\$ 7,172.60

\$ 139,981.95

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: FIRE STATION No. 5 (CEMS) NOVI PROJECT NO.: 18-8201 PAYMENT NO.: FINAL
 CIP NO.: LOT019

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	%
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -				\$ -	\$ -	
TOTAL FROM OTHER SHEETS					\$ 125,879.00		\$ 144,601.95		\$ 7,172.60		\$ 144,601.95		
GRAND TOTAL					\$ 125,879.00		\$ 144,601.95		\$ 7,172.60		\$ 144,601.95		100%



CITY OF NOVI

PURCHASE ORDER NO.

95781

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: FIRE STATION No. 5 (CEMS) NOVI PROJECT NO.: 18-8201 PAYMENT NO.: FINAL
 CIP NO.: LOT019

Original Contract Amount: \$ 125,879.00
 Change Orders: \$ 18,722.95
 Adjusted Contract Amount to Date: \$ 144,601.95
 Total Cost of Work Performed to Date: \$ 144,601.95
 MINUS Retainage: 0% \$ -
 MINUS Inspection "Crew Days":
 To Date 25.00 \$ 4,900.00
 This Pay 13.00
 Net Amt. Earned of Contract and Extra Work to Date: \$ 139,701.95
 MINUS L.D.'s: # of days over = \$ -
 \$ amount/day = \$600
 Subtotal: \$ 139,701.95
 ADD Incentive "Crew Days", if under: \$ -
 Subtotal: \$ 139,701.95
 MINUS Amount of Previous Payments: \$ 130,398.88
 1 \$ 130,398.88
 2 \$ -
 3 \$ -
 4 \$ -
 5 \$ -
 6 \$ -
 7 \$ -
 8 \$ -
 9 \$ -
 10 \$ -

CHANGE ORDERS

No.	Date	Amount
1	May 8, 2019	\$ 14,730.30
2	June 5, 2019	\$ 3,992.65
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 18,722.95

BALANCE DUE THIS PAYMENT: \$ 9,303.07

Inspection "Crew Days" Allowed per Contract:	12.00
Additional "Crew Days" per Change Orders:	6.00
Total Inspection "Crew Days" Allowed:	18.00
Inspection "Crew Days" Used to Date:	25.00
Inspection "Crew Days" Remaining:	-7.00



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:	FIRE STATION No. 5 (CEMS)	NOVI PROJECT NO.:	18-8201	PAYMENT NO.:	FINAL
		CIP NO.:	LOT019		

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: 2019.07.29 15:48:03 -04'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Tim Baugher

Digitally signed by Tim Baugher
DN: C=US, E=tbaugher@aspaving.com, OU="Asphalt
Specialist, Inc", CN=Tim Baugher
Date: 2019.07.29 14:51:50-04'00'

Asphalt Specialists, Inc.

CONTRACTOR - Electronic Signature Certification

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2019.07.29 15:38:16-04'00'

Spalding DeDecker

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.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. HGMW-10-177-1192

PROJECT: Fire Station #5, Job No.: NV18010
(name, address)

TO: (Owner)
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Contract Bond

CONTRACT DATE: 2/27/2019

CONTRACTOR:
Asphalt Specialists Inc.
1780 E. Highwood
Pontiac, MI 48340

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

, SURETY COMPANY

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

Asphalt Specialists Inc.
1780 E. Highwood
Pontiac, MI 48340

, CONTRACTOR,

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

City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

, OWNER,


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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this

11th day of June, 2019

Surety Company
Hudson Insurance Company


Signature of Authorized Representative

Attest:
(Seal):



Susan L. Small, Attorney-In-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small, John L. Budde
of the State of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 19th day of December, 20 17 at New York, New York.

(Corporate seal)

Attest.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 19th day of December, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 11th day of June, 20 19.

(Corporate seal)

By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. HGMW-10-177-1192

IN FAVOR OF **City of Novi**

ON BEHALF OF **Asphalt Speciallsts Inc.**

EFFECTIVE 3/12/2019

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, Hudson Insurance Company hereby gives its consent to:

Increase Contract Amount


From: \$125,879.00 -- One Hundred Twenty Five Thousand Eight Hundred Seventy Nine And No/100THS
To: \$140,609.30 -- One Hundred Forty Thousand Six Hundred Nine And 30/100THS

EFFECTIVE: 6/11/2019

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 6/11/2019

Hudson Insurance Company
Surety


Susan L Small Attorney-in-Fact



HGMW-10-177-1192

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small, John L. Budde of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed on this 11th day of July, 2018 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY By: Michael P. Clifton, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 11th day of July, 2018 before me personally came Michael P. Clifton to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay, Notary Public, State of New York, No. 01GO6372305, Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified: 'RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the name thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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.'

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Corporation this 11th day of June, 2019.

By: Dina Daskalakis, Corporate Secretary

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. HGMW-10-177-1192

IN FAVOR OF **City of Novi**

ON BEHALF OF **Asphalt Specialists Inc.**

EFFECTIVE **3/12/2019**

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, **Hudson Insurance Company** hereby gives its consent to:

Increase bond amount to \$144,601.95 from \$140,609.30

EFFECTIVE: **6/21/2019**

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 6/21/2019

Hudson Insurance Company
Surety


Susan L Small Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small, John L. Budde of the State of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 19th day of December, 2017 at New York, New York.

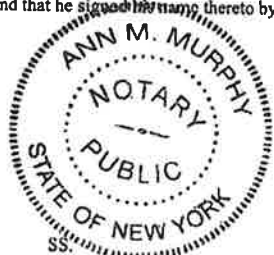
(Corporate seal) Attest: Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 19th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed the same thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 21 day of June, 2019.

(Corporate seal)

By: Dina Daskalakis, Corporate Secretary

SWORN STATEMENT

STATE OF MICHIGAN
COUNTY OF OAKLAND) SS

Diane Palazzola, being duly sworn, deposes and says:

That he or she makes the Sworn Statement on behalf of Asphalt Specialists, Inc., who is the (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan, and described as follows:

Novi Fire Station-- ASI #19045

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 (subcontractor) has (subcontracted) for performance under the contract 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 of Subcontractor supplier or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing
✓ Cadillac	Asphalt	27,596.59	27,596.59	0.00
✓ DeHondt Electric	Electrical	11,800.00	11,800.00	0.00
✓ Merlo Construction	Curb & Gutter	20,116.80	20,116.80	0.00
✓ Novi Crusher	Aggregate	13,472.87	13,472.87	0.00
✓ Tyler Companies	Erosion Control	3,787.00	3,787.00	0.00
ASI	Contractor	67,828.69	0.00	67,828.69
All labor, fringes, payroll taxes, and other payroll obligations paid in full				
TOTALS		144,601.95	76,773.26	144,601.95

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

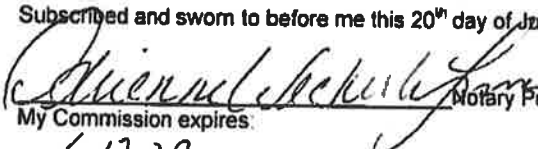
Deponent further says that he or she makes the foregoing statement as the (subcontractor) or as Agent of the (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of contraction 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: AN 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 DESIGNEE IS NOT NAMED OR HAS DIED.


 Diane Palazzola - Credit Manager

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

Subscribed and sworn to before me this 20th day of June, 2019.


 Notary Public, Oakland County Michigan
 My Commission expires: 6/12/22

ADRIENNE WECKERLE LUNA
 Notary Public - Michigan
 Oakland County
 My Comm. Expires 6/12/22



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with ASPHALT SPECIALIST INC to provide
(Prime Contracting Party)

MATERIAL SUPPLIES for the improvement of the property
(Type of service)

described as NOVI FIRE STATION #5
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 6-17-19 K Phillips
(Signature of Lien Claimant)

Kathleen G Phillips
(Printed Name of Lien Claimant)

Credit Manager
(Title of Lien Claimant)

Company Name: Cadillac Asphalt LLC

Address: 51777 W 12 Mile Rd, Wixom, MI 48393

Telephone: 248-215-0351

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Asphalt Specialist Inc. to provide
(Prime Contracting Party)

ELECTRICAL for the improvement of the property
(Type of service)

described as NOVI FIRE STATION No: 5
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 6/18/2019 Jerry DeHondt
(Signature of Lien Claimant)

Jerry DeHondt - President
(Printed Name of Lien Claimant)

PRESIDENT
(Title of Lien Claimant)

Company Name: DeHondt Electric Inc.

Address: 7457 21 mile Rd Shelby Twp. MI 48317

Telephone: 586 419-9572

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with ASI (Prime Contracting Party) to provide
Labor + Material (Type of Service) for the improvement of the property
described as Crossroads (Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: June 17, 2019 Candace M. Kulling (Signature of Lien Claimant)
Candace M. Kulling (Printed Name of Lien Claimant) ✓
Finance Manager (Title of Lien Claimant)

Company Name: Merlo Construction Co., Inc
Address: 4964 Technical Dr., Milford, NJ 08381
Telephone: (248) 410-1582

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Asphalt Socialists Inc. to provide
(Prime Contracting Party)
concrete materials for the improvement of the property
(Type of service)
described as Novi Fire Station - job # 19045
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 6/17/19 [Signature]
(Signature of Lien Claimant)

Don Copeland
(Printed Name of Lien Claimant) ✓

Agent
(Title of Lien Claimant)

Company Name: Novi Crushed Concrete
Address: 46900 W 12 mile Novi MI 48377
Telephone: 248 3056020

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with ASI to provide
(Prime Contracting Party)

RESTORATION for the improvement of the property
(Type of service)

described as NOVI FIRE STATION 11 MILE AND BECK RD
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 6-17-2019

(Signature of Lien Claimant)

TODD HOHL

(Printed Name of Lien Claimant)

PRESIDENT

(Title of Lien Claimant)

Company Name: TYLER COMPANIES, INC.

Address: P.O. BOX 930617 WIXOM MI 48393

Telephone: 248-882-5303

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