



CITY OF NOVI CITY COUNCIL
MARCH 14, 2022

SUBJECT: Consideration of approval of the final payments to Mattioli Cement Company for the 2020 and 2021 Neighborhood Road Program – Concrete Streets in the amount of \$38,834.15 and \$88,826.77, respectively, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 350.01 – 2020 NRP Concrete Expense \$ 38,484.14 – 2020 NRP Concrete Retainage \$ 0.00 – 2021 NRP Concrete Expense \$ 88,826.77 – 2021 NRP Concrete Retainage \$ 127,660.92 – Total
AMOUNT BUDGETED	\$ 351.00 – 2020 NRP Concrete \$ 1,735,444.00 – 2021 NRP Concrete
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	203-203.00-864.211 – 2020 NRP Concrete 203-203.00-864.221 – 2021 NRP Concrete

BACKGROUND INFORMATION:

The concrete streets portion of the Neighborhood Road Program (NRP) was advertised, bid and awarded for a two-year contract to capture unit prices and lower the logistical costs of bidding and design separately. This process also allowed the City flexibility with regards to the scheduling of different project areas. The NRP work includes both concrete rehabilitation and reconstruction of local roadways in an effort to preserve the longevity of the existing roadways in the City's network.

The following streets were selected and completed as part of the 2020 concrete program: Bedford Drive, Kali Court, Kerri Court, Brentwood Court, Jo Drive (via Change Order), and White Pines Drive (via Change Order).

The following streets were selected and completed as part of the 2021 concrete program: South Lake Drive, Norwich Drive, Sterling Drive, Park Ridge Road, Cider Mill Road (via Change Order), Jason Court (via Change Order), and Burton Court (via Change Order).

This two-year construction contract was awarded at the May 18, 2020 City Council meeting to Mattioli Cement Company, in the amount of \$2,402,824.00. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amounts of \$38,834.15 (2020) and \$88,826.77 (2021) that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, February 25, 2022).

For the 2020 program, there were four (4) approved change orders issued resulting in an increase of \$410,617.16 or 40.2% over the awarded amount. The approved change orders resulted in a final contract price of \$1,430,801.16 for the 2020 contract.

For the 2021 program, there were five (5) approved change orders issued resulting in an increase of \$393,895.48 or 28.5% over the awarded amount. The approved change orders resulted in a final contract price of \$1,776,535.48 for the 2021 contract.

RECOMMENDED ACTION: Approval of the final payments to Mattioli Cement Company for the 2020 and 2021 Neighborhood Road Program – Concrete Streets in the amount of \$38,834.15 and \$88,826.77, respectively, plus interest earned on retainage.

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

February 25, 2022

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

**Re: 2020-2021 Neighborhood Roads Program - Concrete
Mattioli Cement Company
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2020-2021 Neighborhood Roads Program - Concrete:

1. Applications for Final Payment - 2021 and 2022
2. Contractor's Sworn Statement – 2021 and 2022
3. Waivers of Lien – 2021 and 2022
4. Consent of Surety to Final Payment
5. Maintenance Bond Rider

The closing documents appear to be in order. The Maintenance Bond has been increased to include the change order amount for both project years and is adequate for the final project cost. 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

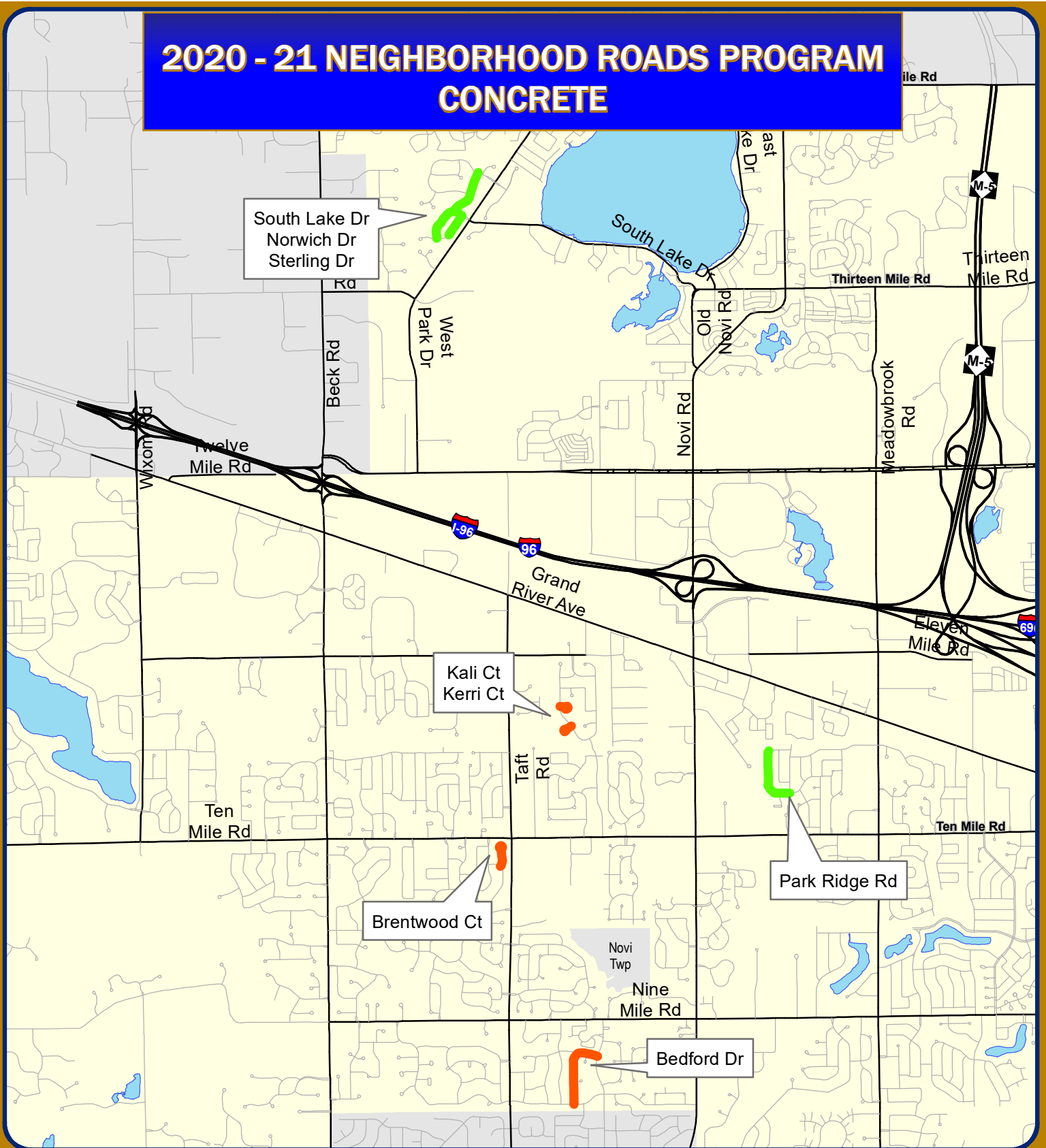
Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Jessica Dorey, Senior Budget Analyst (w/Enclosure)

Aaron Staup, Construction Engineering Coordinator
CITY OF NOVI
February 25, 2022
Page 2

Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

2020 - 21 NEIGHBORHOOD ROADS PROGRAM CONCRETE



Map Author: Rebecca Runkel
 Date: May 7, 2020
 Project: 2020-21 NRP Asphalt
 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.

Legend

- 2020 NRP Concrete Program
- 2021 NRP Concrete Program



City of Novi

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



1 inch = 3,778 feet



Jo Drive Reconstruction Location Map



Map Author: Rebecca Runkel
 Date: 6/23/20
 Project: Jo Drive
 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

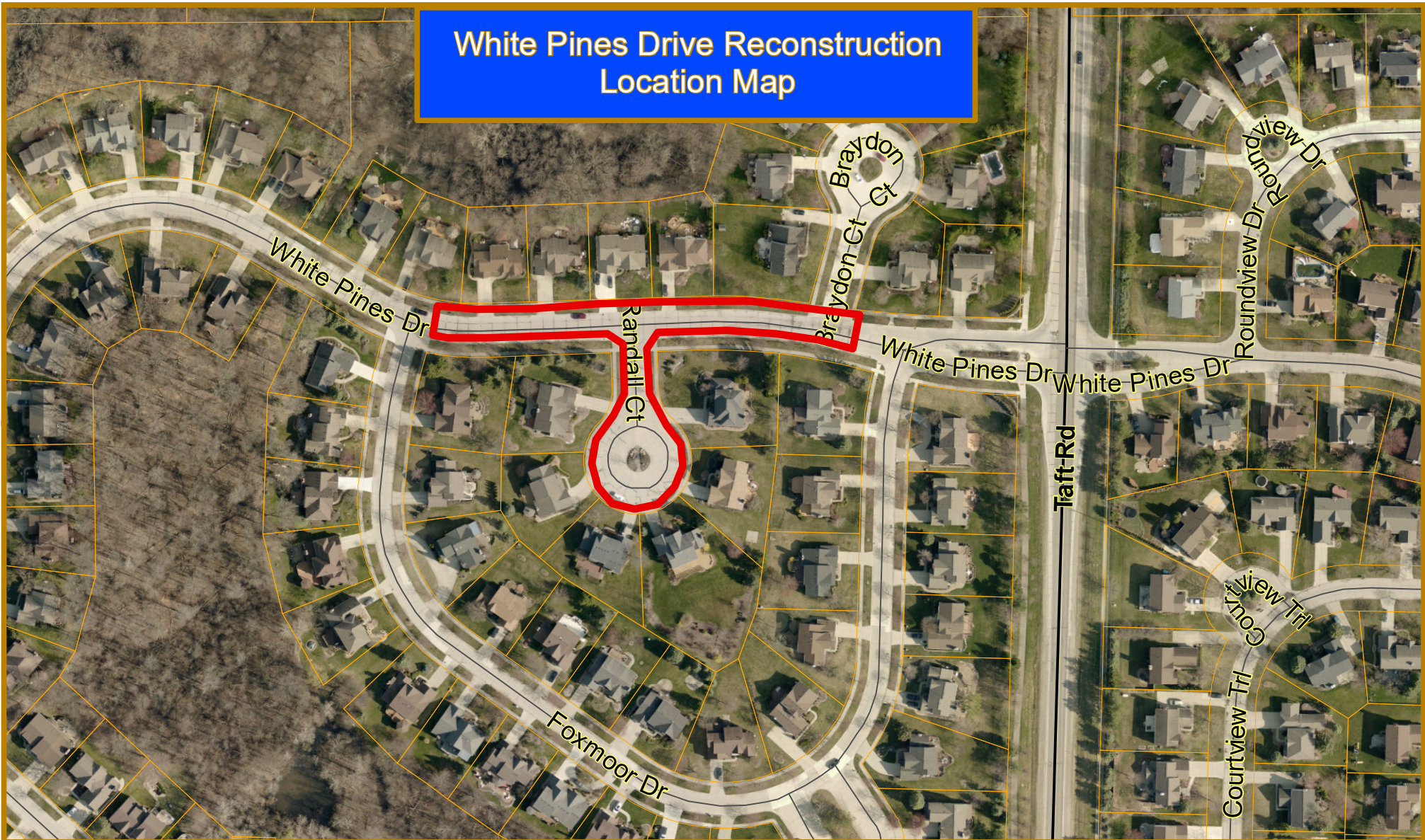
Engineering Division
 Department of Public Works
 26300 Lee BeGole Drive
 Novi, MI 48375
cityofnovi.org



1 inch = 21,500 feet



White Pines Drive Reconstruction Location Map



Map Author: Rebecca Runkel
 Date: 6/23/20
 Project: Jo Drive
 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.



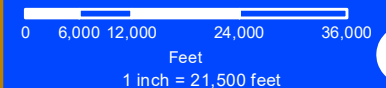
Project Limits

		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



2020 NEIGHBORHOOD ROAD PROGRAM – CONCRETE STREETS



Royal Crown Estates – White Pines Drive – Pre-Construction



Royal Crown Estates – White Pines Drive – Completion of final concrete pour



Cedarsprings Estates – Kerri Court – Pre-Construction



Cedarsprings Estates – Kerri Court – Construction completed and reopened



Jo Drive – Pre-Construction of asphalt roadway



Jo Drive – Construction completed and reopened



CITY OF NOVI

Balance Due This Payment = \$ 38,834.15

PURCHASE ORDER NO.

96228

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - Concrete Streets	NOVI PROJECT NO.: 20-2102	PAYMENT NO.: FINAL
	CIP NO.: 102-01	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR: Mattioli Cement Company, LLC 6085 McGuire Road Fenton, Michigan 48430 (313) 215-1001
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$1,020,184.00	ORIGINAL: November 1, 2020	FROM: July 1, 2021
REVISED: \$1,430,801.16	REVISED:	TO: January 10, 2022
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - BASE BID & ALTERNATE STREETS			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 - Division 1	CD	57.00	\$ 700.00	\$ 39,900.00	102.00	\$ 700.00	\$ 71,400.00				102.00	\$ 71,400.00	100%	
0	Crew Days - Division 2	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00			
0	Crew Days - Division 3	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00			
0	Crew Days - Division 4	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00			
0	Crew Days - Division 5	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00			
	TOTAL CREW DAYS		57.00	\$ 700.00	\$ 39,900.00	102.00	\$ 700.00	\$ 71,400.00	0.00			102.00	\$ 71,400.00	100%	
1	Mobilization, Max 5%	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%	
2	Audio-Video Route Survey	LS	1.00	\$ 1,151.00	\$ 1,151.00	1.00	\$ 3,451.00	\$ 3,451.00				1.00	\$ 3,451.00	100%	
3	Pavt, Remove, Modified	SY	12774.00	\$ 10.00	\$ 127,740.00	19475.19	\$ 10.00	\$ 194,751.90				19475.19	\$ 194,751.90	100%	
4	Embankment, CIP	CY	50.00	\$ 1.00	\$ 50.00	63.75	\$ 1.00	\$ 63.75				63.75	\$ 63.75	100%	
5	Excavation, Earth	CY	50.00	\$ 1.00	\$ 50.00	0.00	\$ 1.00	\$ -				0.00			
6	Sidewalk, Remove, Modified	SY	48.00	\$ 9.00	\$ 432.00	200.79	\$ 9.00	\$ 1,807.11				200.79	\$ 1,807.11	100%	
7	Maintenance Aggregate	TON	1400.00	\$ 1.00	\$ 1,400.00	0.00	\$ 1.00	\$ -				0.00			
8	Aggregate Base, 4-inch	SY	48.00	\$ 6.00	\$ 288.00	185.74	\$ 6.00	\$ 1,114.44				185.74	\$ 1,114.44	100%	
9	Aggregate Base, 6-inch	SY	1581.00	\$ 9.00	\$ 14,229.00	421.32	\$ 9.00	\$ 3,791.88				421.32	\$ 3,791.88	100%	
10	Aggregate Base, 8-inch, Modified	SY	12854.00	\$ 10.00	\$ 128,540.00	18227.16	\$ 10.00	\$ 182,271.60				18227.16	\$ 182,271.60	100%	
11	Subgrade Undercutting, Type II	CY	750.00	\$ 29.00	\$ 21,750.00	805.41	\$ 29.00	\$ 23,356.89				805.41	\$ 23,356.89	100%	
12	Geogrid, TriAx, 130S	SY	1300.00	\$ 3.00	\$ 3,900.00	2413.38	\$ 3.00	\$ 7,240.14				2413.38	\$ 7,240.14	100%	
13	Case 1 - Point-Up Dr Structure	EA	10.00	\$ 200.00	\$ 2,000.00	2.00	\$ 200.00	\$ 400.00				2.00	\$ 400.00	100%	
14	Case 2 - Reconstruct Dr Structure	VF	20.00	\$ 100.00	\$ 2,000.00	9.50	\$ 100.00	\$ 950.00				9.50	\$ 950.00	100%	
15	Case 3 - Adjust Dr Structure	EA	10.00	\$ 300.00	\$ 3,000.00	16.00	\$ 300.00	\$ 4,800.00				16.00	\$ 4,800.00	100%	
16	Underdrain, Subgrade, 6-inch, Mod.	LF	5980.00	\$ 12.50	\$ 74,750.00	8657.40	\$ 12.50	\$ 108,217.50				8657.40	\$ 108,217.50	100%	
17	Conc Pavt w/Integral Curb, N-R, 8"	SY	11194.00	\$ 44.00	\$ 492,536.00	18227.09	\$ 44.00	\$ 801,991.96				18227.09	\$ 801,991.96	100%	
18	Driveway, Nonrein Conc, 6-inch	SY	1581.00	\$ 52.00	\$ 82,212.00	413.25	\$ 52.00	\$ 21,489.00				413.25	\$ 21,489.00	100%	
19	Water Shutoff, Adj, Case 2	EA	10.00	\$ 100.00	\$ 1,000.00	0.00	\$ 100.00	\$ -				0.00			
20	Sidewalk Ramp, Conc, 6-inch	SF	426.00	\$ 6.00	\$ 2,556.00	1753.40	\$ 6.00	\$ 10,520.40				1753.40	\$ 10,520.40	100%	
21	Conduit, Schedule 40, 4-inch	LF	300.00	\$ 10.00	\$ 3,000.00	0.00	\$ 10.00	\$ -				0.00			
22	Temporary Mailboxes, Bank	EA	6.00	\$ 100.00	\$ 600.00	7.00	\$ 100.00	\$ 700.00				7.00	\$ 700.00	100%	
23	Traffic Maintenance and Control	LS	1.00	\$ 8,700.00	\$ 8,700.00	1.00	\$ 16,700.00	\$ 16,700.00				1.00	\$ 16,700.00	100%	
24	Soil Erosion	LS	1.00	\$ 1,100.00	\$ 1,100.00	0.50	\$ 1,100.00	\$ 550.00				0.50	\$ 550.00	100%	

TOTAL THIS SHEET \$ 974,984.00 \$ 1,389,167.57 \$ - \$ 1,389,167.57 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - Concrete Streets

NOVI PROJECT NO.: 20-2102

PAYMENT NO.: FINAL

CIP NO.: 102-01

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	Dr Structure, Remove	Ea	1	0	0.00	\$ 300.00	\$ -				0.00	\$ -	
28	Sewer, Rem, Less Than 24-inch	Lf	1	0	0.00	\$ 18.00	\$ -				0.00	\$ -	
29	Curb and Gutter, Remove	Lf	1	0	385.00	\$ 11.00	\$ 4,235.00				385.00	\$ 4,235.00	100%
30	Machine Grading	Sta	1	0	7.00	\$ 900.00	\$ 6,300.00				7.00	\$ 6,300.00	100%
31	Sewer, CI IV, 12-inch, Tr Det B	Lf	1	0	0.00	\$ 75.00	\$ -				0.00	\$ -	
32	Dr Structure Cover, Type B	Ea	1	0	2.00	\$ 750.00	\$ 1,500.00				2.00	\$ 1,500.00	100%
33	Dr Structure Cover, Type C	Ea	1	0	0.00	\$ 750.00	\$ -				0.00	\$ -	
34	Dr Structure, 24-inch Diameter	Ea	1	0	0.00	\$ 2,900.00	\$ -				0.00	\$ -	
35	Dr Structure, 48-inch Diameter	Ea	1	0	2.00	\$ 3,100.00	\$ 6,200.00				2.00	\$ 6,200.00	100%
36	Dr Structure, Tap, 12-inch	Ea	1	0	0.00	\$ 200.00	\$ -				0.00	\$ -	
37	Fence	Ls	1	0	1.00	\$ 4,907.99	\$ 4,907.99				1.00	\$ 4,907.99	100%
38	Excavation, Earth (Jo Drive)	CY	1	0	546.04	\$ 15.00	\$ 8,190.60				546.04	\$ 8,190.60	100%
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			\$ 31,333.59	\$ -	\$ 31,333.59
TOTAL FROM OTHER SHEETS	\$ 1,020,184.00		\$ 1,399,467.57	\$ -	\$ 1,399,467.57
GRAND TOTAL	\$ 1,020,184.00		\$ 1,430,801.16	\$ -	\$ 1,430,801.16 100%



CITY OF NOVI

PURCHASE ORDER NO.

96228

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - Concrete Streets **NOVI PROJECT NO.:** 20-2102 **PAYMENT NO.:** FINAL
CIP NO.: 102-01

Original Contract Amount:	\$	1,020,184.00
Change Orders:	\$	410,617.16
Adjusted Contract Amount to Date:	\$	1,430,801.16
Total Cost of Work Performed to Date:	\$	1,430,801.16
MINUS Retainage:	\$	-
MINUS Inspection "Crew Days":	To Date	\$ 102.00
	This Pay	\$ 0.00
Net Amt. Earned of Contract and Extra Work to Date:	\$	1,430,801.16
MINUS L.D.'s:	# of days over =	\$ -
	\$ amount/day =	\$1,300
Subtotal:	\$	1,430,801.16
ADD Incentive "Crew Days", if under:	\$	-
Subtotal:	\$	1,430,801.16
MINUS Amount of Previous Payments:	\$	1,391,967.01
1 \$		177,486.46
2 \$		404,907.22
3 \$		167,259.90
4 \$		182,221.31
5 \$		201,442.21
6 \$		165,058.87
7 \$		88,683.05
8 \$		4,907.99
9 \$		-

CHANGE ORDERS			
<u>No.</u>	<u>Date</u>		<u>Amount</u>
1	June 24, 2020	\$	514,412.50
	September 25, 2020	\$	4,769.08
3	December 1, 2020	\$	(108,564.42)
4	January 8, 2020	\$	-
5			
6			
7			
8			
9			
10			
TOTAL:		\$	410,617.16

Inspection "Crew Days" Allowed per Contract:	57.00
Additional "Crew Days" per Change Orders:	45.00
Total Inspection "Crew Days" Allowed:	102.00
Inspection "Crew Days" Used to Date:	102.00
Inspection "Crew Days" Remaining:	0.00

BALANCE DUE THIS PAYMENT: **\$ 38,834.15**



CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48275
Tel: (248) 347-0454
Fax: (248) 735-5559

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 NRP - Concrete Streets

NOVI PROJECT NO.: 20-2102
CIP NO.: 102-01

PAYMENT NO.: FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work or 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
Date: 2022.03.01 12:46:01 -05'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Matthew Cement Company, LLC
CONTRACTOR - Electronic Signature Certification

Barry Gates

Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com, O=OHM-Advisors,
CN=Barry Gates
Date: 2022.02.23 15:47:38-05'00'

OHM Advisors
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.



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 Livingston

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

member
(Title)

of the

MattioE Cement Company, LLC
(Firm Name)

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

2020 - 2021 NRP - Concrete Streets

(Description of Improvement)

Road Repair

located at:

City of Novi

The total amount of the contract is \$1,430,801.16 of which I have received payment of \$1,391,967.01 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 any 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 3 day of February, 2022

Name: [Signature]
(Individual/corporation/partnership)

By: member
(Title)

Attest: Alfred Mattio
(Title)

Subscribed and sworn to before me this 3rd day of February, 2022

Notary Public: Kailey Jenks

KAILEY C JENKS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires May 14, 2023
Acting in the County of Livingston

SWORN STATEMENT

STATE OF MICHIGAN)
 COUNTY OF Livingston) SS:

Alfred Mattioli, [name of person swearing statement], being duly sworn, states the following:

Mattioli Cement Co. LLC [name of contractor/subcontractor] is the [contractor / subcontractor] for an improvement to the following real property in City of Novi County, Michigan, described as follows: [Give the legal description of the property.] 2020

The following is a statement of each subcontractor, supplier and laborer for whom payment of wages or fringe benefits and withholdings is due but unpaid with whom the [contractor / subcontractor] has [contracted / subcontracted] for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone No. of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amt. Already Paid	Amt. Currently Owing	Balance to Complete (optional)	Laborer Wages Due but Unpaid (\$)	Fringe Benefits & Withholdings Due but Unpaid (\$)
Milford Reli Milford Mich	Concrete	\$526,585	\$526,585	Ø	Ø	Ø	Ø
Sweeney Novi Mich	Bars	\$21,663	21,663	Ø	Ø	Ø	Ø
GSI Contract Highland Mich	Pipe	\$16,517	\$16,517	Ø	Ø	Ø	Ø
Calo Trucking Plymouth Mich	Limestone	\$139,406	\$139,406	Ø	Ø	Ø	Ø
Mich Joint Farmington Mich	Joint sealing	\$26,785	\$26,785	Ø	Ø	Ø	Ø
TOTALS:							

[NOTE: It is not necessary to list any materials furnished by the contractor / subcontractor out of his/her own inventory, and which have not been purchased specifically for performing the contract.]

The [contractor / subcontractor] has not procured materials from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Mattoli Cement Co. to provide
(Prime Contracting Party)

Redi-Mix Concrete for the improvement of the property
(Type of service)

described as 2020-2021 NRP - Concrete Streets
(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: 12/13/21

[Signature]
(Signature of Lien Claimant)

KEITH R SHORR
(Printed Name of Lien Claimant)

PRESIDENT
(Title of Lien Claimant)

Company Name: MILFORD Redi Mix Co

Address: 800 CONCRETE DR, MILFORD MI

Telephone: 248 684 1465

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

MISC CONCRETE MTZ'S for the improvement of the property
(Type of service)

described as 2020-2021 NRP - Concrete Streets
(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: 12/9/21

Karen L. Hawkins
(Signature of Lien Claimant)

KAREN L. HAWKINS
(Printed Name of Lien Claimant)

Contractor
(Title of Lien Claimant)

Company Name: SWEENEY CONCR. MTZ'S LLC

Address: 25265 TRANS-X NOVI, MI 48375

Telephone: 248-374-1111

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Mattiolli Cement to provide
Prime Contracting Party

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

described as 2020-2021 NRP - Concrete Streets
(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.

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: 12/9/2021

[Signature]
(Signature of Lien Claimant)

Tom Robinson
(Printed Name of Lien Claimant)

VP
(Title of Lien Claimant)

Company Name: CSI Geoturf

Address: PO Box 668 Highland, MI 48357

Telephone: 248-887-6767

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Trucking and Aggregate Material for the improvement of the property
(Type of service)

described as 2020-2021 NRP - Concrete Streets
(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: 1-19-2022

April Martin
(Signature of Lien Claimant)

April Martin for Calo and Sons Construction Inc.
(Printed Name of Lien Claimant)

Administrative Assistant
(Title of Lien Claimant)

Company Name: Calo and Sons Construction Inc.

Address: Po Box 702068, Plymouth, MI 48170

Telephone: 248-468-9200

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Joint Sealing for the improvement of the property
(Type of service)

described as 2020-2021 NRP - Concrete Streets
(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.

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: 12/22/2021

Heather Wyman
(Signature of Lien Claimant)

Heather Wyman
(Printed Name of Lien Claimant)

Admin. Assistant
(Title of Lien Claimant)

Company Name: Michigan Joint Sealing Inc.

Address: 28830 W. 8 mile Rd, Ste 103 Farmington Hills, MI

Telephone: 248.476.4120

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

2021 Neighborhood Road Program Additional Concrete Segments Location Map

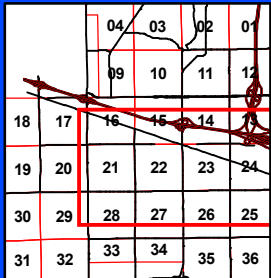


Map Author: Rebecca Runkel
 Date: 4-12-21
 Project: 2021 NRP Concrete Additions
 Version #: 1.0

MAP INTERPRETATION NOTICE

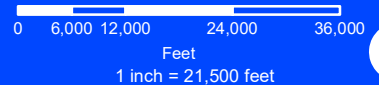
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate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

——— **Additional Segments**



City of Novi

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



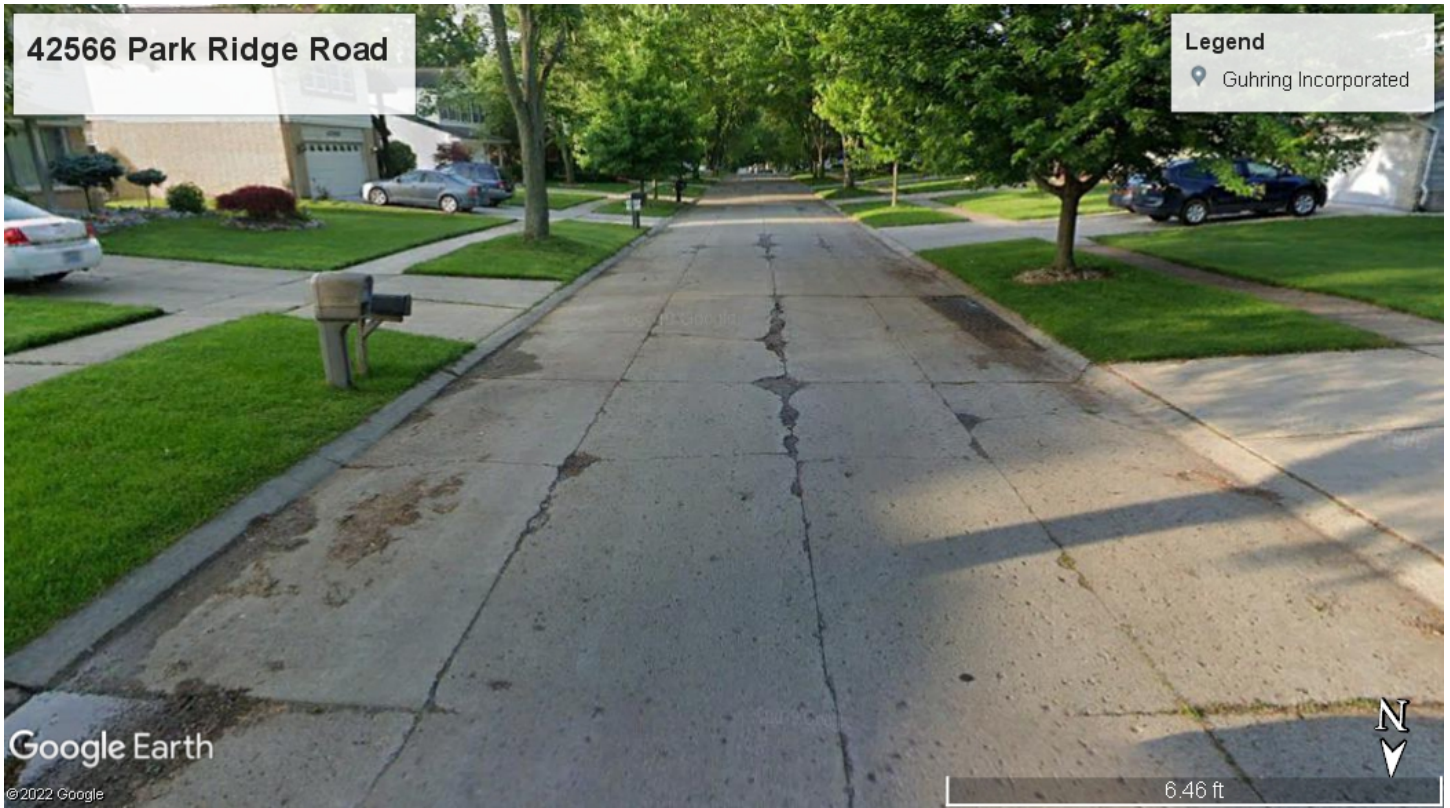
2021 NEIGHBORHOOD ROAD PROGRAM – CONCRETE STREETS



Sterling Drive (Bristol Corners Subdivision) – BEFORE



Sterling Drive (Bristol Corners Subdivision) – AFTER



Park Ridge Road (Meadowbrook Glen Subdivision) – BEFORE



Park Ridge Road (Meadowbrook Glens Subdivision) – AFTER



Cider Mill Road (Briarwood Village) – In-Bound Lanes – BEFORE



Cider Mill Road (Briarwood Village) – In-Bound Lanes – AFTER



South Lake Drive (Bristol Corner Subdivision) – DURING construction



CITY OF NOVI

PURCHASE ORDER NO.

Balance Due This Payment = \$ 88,826.77

96544

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 NRP - Concrete Streets	NOVI PROJECT NO.: 21-2102	PAYMENT NO.: FINAL
	CIP NO.: 102-01	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR: Mattioli Cement Co., LLC 6085 McGuire Road Fenton, Michigan 48430 (313) 215-1001
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$1,382,640.00	ORIGINAL: November 15, 2021	FROM: November 11, 2021
REVISED: \$1,776,535.48	REVISED:	TO: January 3, 2022
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - BASE BID GI # 203-203.00-864.221			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	Constr. Inspection "Crew Day"	CD		79.00	\$ 700.00	\$ 55,300.00	128.00	\$ 700.00	\$ 89,600.00				128.00	\$ 89,600.00	100%
1	Mobilization, Max 5%	LS		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
2	Audio Video Route Survey	LS		1.00	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00	\$ 1,750.00				1.00	\$ 1,750.00	100%
3	Pavt, Remove, Modified	SY		17975.00	\$ 10.00	\$ 179,750.00	23755.57	\$ 10.00	\$ 237,555.70				23755.57	\$ 237,555.70	100%
4	Sidewalk, Remove, Modified	SY		208.00	\$ 9.00	\$ 1,872.00	216.88	\$ 9.00	\$ 1,951.92				216.88	\$ 1,951.92	100%
5	Embankment, CIP	CY		50.00	\$ 1.00	\$ 50.00	0.00	\$ 1.00	\$ -				0.00		
6	Excavation, Earth	CY		50.00	\$ 1.00	\$ 50.00	0.00	\$ 1.00	\$ -				0.00		
7	Maintenance Aggregate	TON		1900.00	\$ 1.00	\$ 1,900.00	535.00	\$ 1.00	\$ 535.00				535.00	\$ 535.00	100%
8	Aggregate Base, 4-inch	SY		210.00	\$ 6.00	\$ 1,260.00	212.91	\$ 6.00	\$ 1,277.46				212.91	\$ 1,277.46	100%
9	Aggregate Base, 6-inch	SY		2198.00	\$ 9.00	\$ 19,782.00	1359.28	\$ 9.00	\$ 12,233.52				1359.28	\$ 12,233.52	100%
10	Aggregate Base, 8-inch, Modified	SY		18034.00	\$ 10.00	\$ 180,340.00	22137.75	\$ 10.00	\$ 221,377.50				22137.75	\$ 221,377.50	100%
11	Subgrade Undercutting, Type II	CY		50.00	\$ 29.00	\$ 1,450.00	444.82	\$ 29.00	\$ 12,899.78				444.82	\$ 12,899.78	100%
12	Geogrid, TriAx, 130S	SY		50.00	\$ 3.00	\$ 150.00	1334.42	\$ 3.00	\$ 4,003.26				1334.42	\$ 4,003.26	100%
13	Case 1 - Point-Up Dr Structure	EA		20.00	\$ 200.00	\$ 4,000.00	11.00	\$ 200.00	\$ 2,200.00				11.00	\$ 2,200.00	100%
14	Case 2 - Reconstruct Dr Structure	VF		25.00	\$ 100.00	\$ 2,500.00	4.00	\$ 100.00	\$ 400.00				4.00	\$ 400.00	100%
15	Case 3 - Adjust Dr Structure	EA		37.00	\$ 300.00	\$ 11,100.00	42.00	\$ 300.00	\$ 12,600.00				42.00	\$ 12,600.00	100%
16	Underdrain, Subgrade, Nonreinf, 8"	LF		7654.00	\$ 12.50	\$ 95,675.00	13470.16	\$ 12.50	\$ 168,377.00				13470.16	\$ 168,377.00	100%
17	Conc Pavt w/Integral Curb, N-R, 8"	SY		15779.00	\$ 44.00	\$ 694,276.00	22637.49	\$ 44.00	\$ 996,049.56				22637.49	\$ 996,049.56	100%
18	Driveway, Nonreinf Conc, 6-inch	SY		2198.00	\$ 52.00	\$ 114,296.00	1118.08	\$ 52.00	\$ 58,140.16				1118.08	\$ 58,140.16	100%
19	Detectable Warning Surface	LF		128.00	\$ 40.00	\$ 5,120.00	95.00	\$ 40.00	\$ 3,800.00				95.00	\$ 3,800.00	100%
20	Curb Ramp Opening, Conc	LF		128.00	\$ 33.00	\$ 4,224.00	175.00	\$ 33.00	\$ 5,775.00				175.00	\$ 5,775.00	100%
21	Sidewalk Ramp, Conc, 6-inch	SF		725.00	\$ 6.00	\$ 4,350.00	1256.57	\$ 6.00	\$ 7,539.42				1256.57	\$ 7,539.42	100%
22	Sidewalk, Conc, 4-inch	SF		1149.00	\$ 5.00	\$ 5,745.00	659.49	\$ 5.00	\$ 3,297.45				659.49	\$ 3,297.45	100%
23	Water Shutoff, Adjust	EA		15.00	\$ 100.00	\$ 1,500.00	0.00	\$ 100.00	\$ -				0.00		
24	Conduit, Schedule 40, 4-inch	LF		300.00	\$ 10.00	\$ 3,000.00	29.00	\$ 10.00	\$ 290.00				29.00	\$ 290.00	100%
TOTAL THIS SHEET						\$ 1,335,140.00			\$ 1,753,052.73		\$ -		\$ 1,753,052.73	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 NRP - Concrete Streets

NOVI PROJECT NO.: 21-2102

PAYMENT NO.: FINAL

CIP NO.: 102-01

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	%
30	Mobilization for Additional Streets	LS	0	0	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
31	Audio visual Route Survey for Add'l Streets	LS	0	0	1.00	\$ 1,800.00	\$ 1,800.00				1.00	\$ 1,800.00	100%
32	Traffic Maintenance and Control for Add'l Streets	LS	0	0	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
33	Soil Erosion Controls for Add'l Streets	LS	0	0	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
34	Restoration for Additional Streets	LS	0	0	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
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	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET						\$ 9,800.00	\$ -	\$ 9,800.00
TOTAL FROM OTHER SHEETS	\$ 1,382,640.00				\$ 1,766,735.48	\$ -	\$ 1,766,735.48	
GRAND TOTAL	\$ 1,382,640.00				\$ 1,776,535.48	\$ -	\$ 1,776,535.48	100%



CITY OF NOVI

PURCHASE ORDER NO.

96544

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 NRP - Concrete Streets NOVI PROJECT NO.: 21-2102 PAYMENT NO.: FINAL
CIP NO.: 102-01

Original Contract Amount:	\$	1,382,640.00
Change Orders:	\$	393,895.48
Adjusted Contract Amount to Date:	\$	1,776,535.48
Total Cost of Work Performed to Date:	\$	1,776,535.48
MINUS Retainage:	\$	-
MINUS Inspection "Crew Days":	To Date	0% \$ -
	This Pay	128.00 \$ -
Net Amt. Earned of Contract and Extra Work to Date:	\$	1,776,535.48
MINUS L.D.'s:	# of days over =	\$ -
	\$ amount/day =	\$1,300
Subtotal:	\$	1,776,535.48
ADD Incentive "Crew Days", if under:	\$	-
Subtotal:	\$	1,776,535.48
MINUS Amount of Previous Payments:	\$	1,687,708.71
1 \$	160,913.52	
2 \$	343,228.30	
3 \$	28,102.71	
4 \$	200,233.60	
5 \$	357,303.90	
6 \$	194,084.90	
7 \$	145,277.76	
8 \$	220,088.93	
9 \$	38,475.10	
10 \$	-	
BALANCE DUE THIS PAYMENT:	\$	88,826.77

CHANGE ORDERS

No.	Date		Amount
1	April 11, 2021	\$	250,486.00
	August 12, 2021	\$	89,744.16
3	September 2, 2021	\$	123,483.80
4	October 4, 2021	\$	49,772.54
5	October 21, 2021	\$	(119,591.02)
6			
7			
8			
9			
10			

TOTAL: \$ 393,895.48

Inspection "Crew Days" Allowed per Contract:	79.00
Additional "Crew Days" per Change Orders:	49.00
Total Inspection "Crew Days" Allowed:	128.00
Inspection "Crew Days" Used to Date:	128.00
Inspection "Crew Days" Remaining:	0.00



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 NRP - Concrete Streets

NOVI PROJECT NO.: 21-2102
CIP NO.: 102-01

PAYMENT NO.: FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

CITY OF NOVI

Digitally signed by Aaron J. Staup
Date: 2022.03.01 12:46:32 -05'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Mattroll Cement Co., LLC
CONTRACTOR - Electronic Signature Certification

Barry Gates

Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com,
O=OHM-Advisors, CN=Barry Gates
Date: 2022.02.23 15:57:00-05'00'

OHM Advisors

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.



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 Livingston

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

member of the Mattioli Cement Company, LLC
(Title) (Firm Name)

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

2021 NRP - Concrete Streets Road Repair
(Description of Improvement)

located at City of Novi

The total amount of the contract is \$1,776,535.48 of which I have received payment of \$1,687,706.71 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 ray 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 3 day of February, 2022

Name: [Signature]
(Individual/corporation/partnership)

By: member Attest: Alfred Mattioli
(Title) (Title)

Subscribed and sworn to before me this 3rd day of February, 2022

Notary Public: Kailey Jenks

KAILEY C JENKS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires May 14, 2023
Acting in the County of Livingston

SWORN STATEMENT

STATE OF MICHIGAN)
 COUNTY OF Livingston) SS:

Alfred Mattioli, [name of person swearing statement], being duly sworn, states the following:

Mattioli Cement Co. LLC [name of contractor/subcontractor] is the [contractor / subcontractor] for an improvement to the following real property in City of Novi County, Michigan, described as follows: [Give the legal description of the property.] 2021

The following is a statement of each subcontractor, supplier and laborer for whom payment of wages or fringe benefits and withholdings is due but unpaid with whom the [contractor / subcontractor] has [contracted / subcontracted] for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone No. of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amt. Already Paid	Amt. Currently Owing	Balance to Complete (optional)	Laborer Wages Due but Unpaid (\$)	Fringe Benefits & Withholdings Due but Unpaid (\$)
Mil Fundke Novi Mil Fundke	Concrete	\$685,003	\$685,003	Ø	Ø	Ø	Ø
Sweeney Novi Mi	Bars	\$29,790	\$29,790	Ø	Ø	Ø	Ø
GSI Gerhart Highland Mi	Pipe	\$31,581	\$31,581	Ø	Ø	Ø	Ø
Calot Trucking Plymouth Mi	Limestone	\$147,955	\$147,955	Ø	Ø	Ø	Ø
Mick Joint Farmington Mi	Joint sealant	\$35,046	\$35,046	Ø	Ø	Ø	Ø
TOTALS:							

[NOTE: It is not necessary to list any materials furnished by the contractor / subcontractor out of his/her own inventory, and which have not been purchased specifically for performing the contract.]

The [contractor / subcontractor] has not procured materials from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Mattoli Cement Co. to provide
(Prime Contracting Party)

Redi-Mix Concrete for the improvement of the property
(Type of service)

described as 2020-2021 NRP - Concrete Streets
(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: 12/13/21

[Signature]
(Signature of Lien Claimant)

KEITH R SHORR
(Printed Name of Lien Claimant)

PRESIDENT
(Title of Lien Claimant)

Company Name: MILFORD Redi Mix Co

Address: 800 CONCRETE DR, MILFORD MI

Telephone: 248 684 1465

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

MISC CONCRETE MTZ'S for the improvement of the property
(Type of service)

described as 2020-2021 NRP - Concrete Streets
(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: 12/9/21

Karen L. Hawkins
(Signature of Lien Claimant)

KAREN L. HAWKINS
(Printed Name of Lien Claimant)

Contractor
(Title of Lien Claimant)

Company Name: SWEENEY CONCR. MTZ'S LLC

Address: 25265 TRANS-X NOVI, MI 48375

Telephone: 248-374-1111

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Mattiolli Cement to provide
Prime Contracting Party
Materials for the improvement of the property
(Type of service)
described as 2020-2021 NRP - Concrete Streets
(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.

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: 12/9/2021

[Signature]
(Signature of Lien Claimant)

Tom Robinson
(Printed Name of Lien Claimant)

VP
(Title of Lien Claimant)

Company Name: CSI Geoturf

Address: PO Box 668 Highland, MI 48357

Telephone: 248-887-6767

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Trucking and Aggregate Material for the improvement of the property
(Type of service)

described as 2020-2021 NRP - Concrete Streets
(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: 1-19-2022

April Martin
(Signature of Lien Claimant)

April Martin for Calo and Sons Construction Inc.
(Printed Name of Lien Claimant)

Administrative Assistant
(Title of Lien Claimant)

Company Name: Calo and Sons Construction Inc.

Address: Po Box 702068, Plymouth, MI 48170

Telephone: 248-468-9200

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Joint Sealing for the improvement of the property
(Type of service)

described as 2020-2021 NRP - Concrete Streets
(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.

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: 12/22/2021

Heather Wyman
(Signature of Lien Claimant)

Heather Wyman
(Printed Name of Lien Claimant)

Admin. Assistant
(Title of Lien Claimant)

Company Name: Michigan Joint Sealing Inc.

Address: 28830 W. 8 mile Rd, Ste 103 Farmington Hills, MI

Telephone: 248.476.4120

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



Bond No. 54231393

United Fire & Casualty Company
118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909

**CONSENT OF SURETY
TO FINAL PAYMENT**

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CITY OF NOVI 28300 LEE BEGOLE DR NOVI MI 48375

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED: JUNE 25, 2020

2020-2021 NOVI NRP - CONCRETE

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, UNITED FIRE & CASUALTY COMPANY, 118 Second Avenue SE, PO Box 73909 Cedar Rapids, Iowa 52407-3909, SURETY,

on bond of
(Insert name and address of Contractor)

MATTIOLI CEMENT CO LLC

, CONTRACTOR,

6085 MCGUIRE RD FENTON MI 48430

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 28300 LEE BEGOLE DR 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: 01/10/2022
(Insert in writing the month followed by the numeric date and year.)

UNITED FIRE & CASUALTY COMPANY

(Surety)

(Signature of authorized representative)

Heather Buonodono, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Mary Greener





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA

Bond No.: 54231393
 Obligor: CITY OF NOVI 26300 LEE BEGOLE DR NOVI, MI 48375

CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, HEATHER BUONODONO, SHERRY ALTMAN ALEXANDER, IAN FOSTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire May 11th, 2022 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"
 Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority

previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of January, 2022

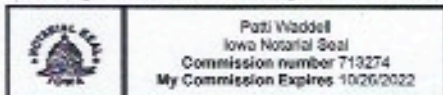


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On this 10th day of January, 2022 before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Pati Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 10th day of January, 2022



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

GENERAL PURPOSE RIDER

To be attached to and form a part of Bond No. 54231393 issued by the United Fire & Casualty Company in the amount of \$2,498,024.00 Two Million Four Hundred Ninety-Eight Thousand Twenty -Four and No/100ths DOLLARS on behalf of Mattioli Cement Co., LLC. as Principal and in favor of the City of Novi, Michigan.

Now, Therefore, it is agreed that:

The amount of the Maintenance Bond for the aforementioned bond is increased by: Eight Hundred Four Thousand Five Hundred Twelve and 63/100ths Dollars (\$804,512.63).

Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms of said Contract.


Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated.

It is further agreed and understood that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective this 21st day of October, 2021

Signed, sealed and dated this 11th day of January, 2022

United Fire & Casualty Company

By: 
Heather Buonodono
Attorney-in-Fact



Accepted By:



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, HEATHER BUONODONO, SHERRY ALTMAN ALEXANDER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of November, 2017

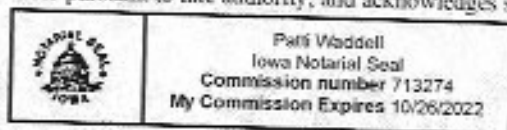


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 2nd day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 17th day of January, 2022



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC