



## CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**September 25, 2017**

**SUBJECT:** Approval of the final payment to Cadillac Asphalt, LLC for the 2015 Neighborhood Roads Program-Asphalt project in the amount of \$82,131.56, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 82,131.56</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 224,256.00 FY 2016-17 budget (203 fund)</b> <b>\$ 500,000.00 FY 2016-17 budget (210 fund)</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-865.435</b> <b>210-211.00-865.144</b>

### **BACKGROUND INFORMATION:**

Each year, the City of Novi selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on PASER ratings, staff's field observations and resident concerns. The 2015 program consisted of three separate contracts: Contract 1 for improvements to White Pines Drive, Contract 2 for asphalt streets, and Contract 3 for concrete streets. One of the primary goals of the Department of Public Services' asset management program is the preservation of the City's roadways to prevent costly reconstruction. Novi's neighborhood road and preventative maintenance programs are intended to result in an overall improvement in the quality of the City's roadways and consequently increase the overall PASER rating for the roadway network. The neighborhood road program will typically address large sections of streets that require significant rehabilitation. Rehabilitation techniques that will be considered include standard methods, such as mill and overlay, partial-depth and full-depth joint repairs; and will also include other emerging technologies. Examples include: pavement interlayers, asphalt recycling, full-depth reclamation, and the use of other materials and methods that improve the strength of the pavement as well as resistance to reflective cracking. The objective is to preserve good quality roads using lower-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires road reconstruction involving much more effort at a higher cost. This type of rehabilitation is intended to limit further deterioration of existing pavement defects, and extend the service life of the pavement.

The asphalt streets selected for Contract 2 included all of the streets in Orchard Hills Subdivision as shown on the attached map.

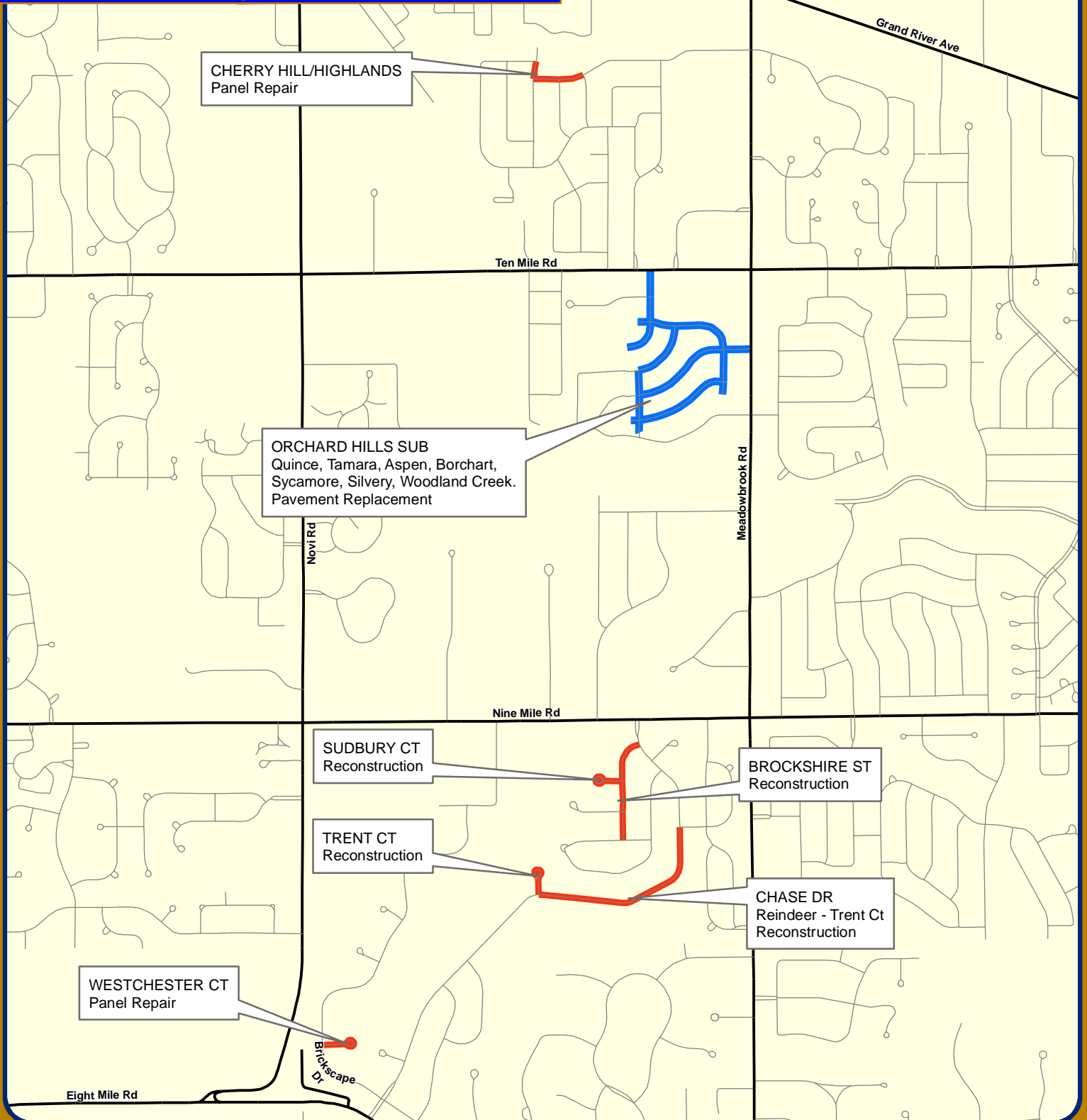
A storm drainage improvement pilot project was approved in the FY16-17 budget to improve roadside drainage along uncurbed neighborhood roadways to eliminate or shallow-up the existing ditches. The first pilot project involves drainage improvements and partially enclosing the existing ditches in Orchard Hills on Quince Drive and a portion of Tamara Drive. The proposed drainage work was completed as part of the Neighborhood Road Program in summer 2016. Quince and a portion of Tamara were reconstructed once school was out of session to avoid disruption of school traffic. The project installed storm sewer and drainage structures in the existing ditch line to raise the surface elevation and capture storm water runoff from the roadway and residential front yards using shallower swales and catch basins to decrease the depth of the ditches. This project was the first of its kind and will be a pilot for potential projects in the future for streets that have ditches.

The construction contract was awarded for this project at the June 6, 2016 City Council meeting to Cadillac Asphalt, LLC. Engineering staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$82,131.56 that is due the contractor (Application for Final Payment attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's August 18, 2017 letter).

**RECOMMENDED ACTION:** Approval of the final payment to Cadillac Asphalt, LLC for the 2015 Neighborhood Roads Program-Asphalt project in the amount of \$82,131.56, plus interest earned on retainage.

# 2015 Neighborhood Road Program

April 2015



Map Author: Croy  
Date: 4/8/15  
Project: 2015 NRP  
Version #: v2.0

#### 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.

#### Map Legend

- 2015 Concrete Streets
- 2015 Asphalt Streets



Feet  
0 325 650 1,300 1,950

1 inch = 1,600 feet



City of Novi

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

## 2015 Neighborhood Roads Program



Asphalt interlayer and top paving on Sycamore Drive.



JOHNSON ROSATI SCHULTZ JOPPICH PC

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Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

August 18, 2017

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

**Re: 2015 Neighborhood Roads Project - Asphalt – Cadillac Asphalt, LLC  
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2015 Neighborhood Roads Project – Asphalt Contract:


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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The existing Maintenance Bond is adequate to cover the final decreased contract price. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien at the time it receives final payment.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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



Elizabeth K. Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)  
George Melistas, Engineering Senior Manager  
Thomas R. Schultz, Esquire (w/Enclosures)



# CITY OF NOVI

Balance Due This Payment = \$ 82,131.56

PURCHASE ORDER NO. 94601

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> 2015 NRP - Asphalt Streets	<b>NOVI PROJECT NO.:</b> 15-2103	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	<b>CONTRACTOR:</b> Cadillac Asphalt, LLC 51777 W. 12 Mile Road Wixom, Michigan 48393 (248) 380-3650
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$1,209,821.50	<b>ORIGINAL:</b> November 11, 2015	<b>FROM:</b> September 11, 2016
<b>REVISED:</b> \$1,060,653.87	<b>REVISED:</b> November 14, 2015	<b>TO:</b> June 12, 2017
	<b>ACTUAL:</b> November 9, 2016	

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	2015 NRP - Asphalt Streets GL#203-203.00-865.435 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	65.00	\$ 640.00	\$ 41,600.00	81.00	\$ 640.00	\$ 51,840.00	8.00	\$ 5,120.00	10%	81.00	\$ 51,840.00	100%
1	Mobilization, Max 5%	LS	1.00	\$ 53,625.00	\$ 53,625.00	1.00	\$ 53,625.00	\$ 53,625.00				1.00	\$ 53,625.00	100%
2	Digital Video Recorded Survey	LS	1.00	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	\$ 2,200.00				1.00	\$ 2,200.00	100%
3	Erosion Control, Silt Fence	LF	750.00	\$ 1.50	\$ 1,125.00	126.00	\$ 1.50	\$ 189.00				126.00	\$ 189.00	100%
4	Erosion Control, Inlet Protection	EA	25.00	\$ 125.00	\$ 3,125.00	21.00	\$ 125.00	\$ 2,625.00				21.00	\$ 2,625.00	100%
5	Erosion Control, Check Dam	FT	150.00	\$ 15.00	\$ 2,250.00	70.00	\$ 15.00	\$ 1,050.00				70.00	\$ 1,050.00	100%
6	HMA Surface, Remove (Road)	SY	17700.00	\$ 3.25	\$ 57,525.00	13880.27	\$ 3.25	\$ 45,110.88				13880.27	\$ 45,110.88	100%
7	HMA Surface, Remove (Drives)	SY	1000.00	\$ 9.00	\$ 9,000.00	196.10	\$ 9.00	\$ 1,764.90	11.00	\$ 99.00	6%	196.10	\$ 1,764.90	100%
8	Asphalt Spillway, Remove	SY	25.00	\$ 10.00	\$ 250.00	13.30	\$ 10.00	\$ 133.00				13.30	\$ 133.00	100%
9	Conc Pavt, Remove (Drives)	SY	650.00	\$ 15.00	\$ 9,750.00	303.68	\$ 15.00	\$ 4,555.20	50.41	\$ 756.15	17%	303.68	\$ 4,555.20	100%
10	Sidewalk, Remove	SY	10.00	\$ 8.00	\$ 80.00	7.60	\$ 8.00	\$ 60.80				7.60	\$ 60.80	100%
11	Culvert, Remove	LF	140.00	\$ 26.00	\$ 3,640.00	30.00	\$ 26.00	\$ 780.00				30.00	\$ 780.00	100%
12	Conc, Curb and Gutter, Remove	LF	50.00	\$ 20.00	\$ 1,000.00	29.20	\$ 20.00	\$ 584.00	29.20	\$ 584.00	100%	29.20	\$ 584.00	100%
13	Station Grading	STA	73.00	\$ 1,750.00	\$ 127,750.00	0.00	\$ 1,750.00	\$ -				0.00	\$ -	
14	Ditch, Regrade	FT	300.00	\$ 40.00	\$ 12,000.00	362.70	\$ 40.00	\$ 14,508.00				362.70	\$ 14,508.00	100%
15	Culv, CI C, CMP, 12-inch	LF	140.00	\$ 45.00	\$ 6,300.00	129.00	\$ 45.00	\$ 5,805.00				129.00	\$ 5,805.00	100%
16	Culv, CI C, CMP, 15-inch	LF	30.00	\$ 46.00	\$ 1,380.00	2.00	\$ 46.00	\$ 92.00				2.00	\$ 92.00	100%
17	Culv, CI C, CMP, 18-inch	LF	30.00	\$ 50.00	\$ 1,500.00	0.00	\$ 50.00	\$ -				0.00	\$ -	
18	Culv, End Section, CMP, 12-inch	EA	20.00	\$ 300.00	\$ 6,000.00	7.00	\$ 300.00	\$ 2,100.00				7.00	\$ 2,100.00	100%
19	Culv, End Section, CMP, 15-inch	EA	4.00	\$ 325.00	\$ 1,300.00	2.00	\$ 325.00	\$ 650.00				2.00	\$ 650.00	100%
20	Culv, End Section, CMP, 18-inch	EA	4.00	\$ 350.00	\$ 1,400.00	0.00	\$ 350.00	\$ -				0.00	\$ -	
21	Subgrade Undercutting, Type II	CY	700.00	\$ 40.00	\$ 28,000.00	0.00	\$ 40.00	\$ -				0.00	\$ -	
22	Aggregate Base, CIP, Limestone	TON	6500.00	\$ 26.00	\$ 169,000.00	0.00	\$ 26.00	\$ -				0.00	\$ -	
23	Pavement Interlayer	SY	17830.00	\$ 4.25	\$ 75,777.50	13881.00	\$ 4.25	\$ 58,994.25				13881.00	\$ 58,994.25	100%
24	Geo-Grid Reinforcement	SY	19040.00	\$ 4.25	\$ 80,920.00	671.30	\$ 4.25	\$ 2,853.03				671.30	\$ 2,853.03	100%
<b>TOTAL THIS SHEET</b>					<b>\$ 654,897.50</b>			<b>\$ 197,680.05</b>		<b>\$ 1,439.15</b>			<b>\$ 197,680.05</b>	<b>100%</b>







# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: 2015 NRP - Asphalt Streets

NOVI PROJECT NO.: 15-2103

PAYMENT NO.: FINAL

### NEW CONTRACT ITEMS

#### SECTION 1.

#### COST OF COMPLETED WORK TO DATE

Item No	2015 NRP - Asphalt Streets - Continued				NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
56	Mobilization, Max 5%	LS	1	203-203.00-865.435	1.00	\$ 10,592.90	\$ 10,592.90				1.00	\$ 10,592.90	100%
57	Erosion Control, Silt Fence	LF	1	203-203.00-865.435	0.00	\$ 1.58	\$ -				0.00	\$ -	
58	Erosion Control, Inlet Protection	EA	1	203-203.00-865.435	14.00	\$ 131.25	\$ 1,837.50	10.00	\$ 1,312.50	71%	14.00	\$ 1,837.50	100%
59	Erosion Control, Check Dam	LF	1	203-203.00-865.435	0.00	\$ 15.75	\$ -				0.00	\$ -	
60	HMA Surface, Remove (Road)	SY	1	203-203.00-865.435	3370.43	\$ 3.41	\$ 11,493.17				3370.43	\$ 11,493.17	100%
61	HMA Surface, Remove (Drives)	SY	1	203-203.00-865.435	0.00	\$ 9.45	\$ -				0.00	\$ -	
62	Asphalt Spillway, Remove	SY	1	203-203.00-865.435	0.00	\$ 10.50	\$ -				0.00	\$ -	
63	Conc Pavt, Remove (Drives)	SY	1	203-203.00-865.435	0.00	\$ 15.75	\$ -				0.00	\$ -	
64	Culvert, Remove	LF	1	203-203.00-865.435	0.00	\$ 27.30	\$ -				0.00	\$ -	
65	Conc, Curb and Gutter, Remove	LF	1	203-203.00-865.435	0.00	\$ 21.00	\$ -				0.00	\$ -	
66	Station Grading	STA	1	203-203.00-865.435	14.10	\$ 1,837.50	\$ 25,908.75	1.10	\$ 2,021.25	8%	14.10	\$ 25,908.75	100%
67	Ditch, Regrade	LF	1	203-203.00-865.435	0.00	\$ 42.00	\$ -				0.00	\$ -	
68	Culv, CI C, CMP, 12-inch	LF	1	203-203.00-865.435	48.00	\$ 47.25	\$ 2,268.00				48.00	\$ 2,268.00	100%
69	Culv, CI C, CMP, 15-inch	LF	1	203-203.00-865.435	0.00	\$ 48.30	\$ -				0.00	\$ -	
70	Culv, End Section, CMP, 12-inch	EA	1	203-203.00-865.435	0.00	\$ 315.00	\$ -				0.00	\$ -	
71	Culv, End Section, CMP, 15-inch	EA	1	203-203.00-865.435	0.00	\$ 341.25	\$ -				0.00	\$ -	
72	Subgrade Undercutting, Type II	CY	1	203-203.00-865.435	0.00	\$ 42.00	\$ -				0.00	\$ -	
73	Aggregate Base, CIP, Limestone	TON	1	203-203.00-865.435	485.22	\$ 27.30	\$ 13,246.51				485.22	\$ 13,246.51	100%
74	Pavement Interlayer	SY	1	203-203.00-865.435	3461.00	\$ 4.46	\$ 15,436.06	261.00	\$ 1,164.06	8%	3461.00	\$ 15,436.06	100%
75	Geo-Grid Reinforcement	SY	1	203-203.00-865.435	3370.00	\$ 4.46	\$ 15,030.20				3370.00	\$ 15,030.20	100%
76	HMA, 5E1, Road	TON	1	203-203.00-865.435	369.82	\$ 90.29	\$ 33,391.05				369.82	\$ 33,391.05	100%
77	HMA, 3C	TON	1	203-203.00-865.435	402.24	\$ 85.53	\$ 34,403.59	17.24	\$ 1,474.54	4%	402.24	\$ 34,403.59	100%
78	HMA, 5E1, Drives	SY	1	203-203.00-865.435	0.00	\$ 19.53	\$ -				0.00	\$ -	
79	Spillway, HMA, 2-inch	SY	1	203-203.00-865.435	0.00	\$ 31.50	\$ -				0.00	\$ -	
80	Conc Pavt, Non-Reinf, 6", Drives	SY	1	203-203.00-865.435	0.00	\$ 52.50	\$ -				0.00	\$ -	
81	Conc, Curb and Gutter, Type D2	LF	1	203-203.00-865.435	0.00	\$ 26.25	\$ -				0.00	\$ -	
82	Agg. Shoulder, 21AA, Limestone	CY	1	203-203.00-865.435	0.00	\$ 63.00	\$ -				0.00	\$ -	
83	Main Agg, 21AA, Limestone	TON	1	203-203.00-865.435	93.84	\$ 31.50	\$ 2,955.96	68.84	\$ 2,168.46	73%	93.84	\$ 2,955.96	100%
TOTAL FROM THIS SHEET							\$ 166,563.68		\$ 8,140.81			\$ 166,563.68	
TOTAL FROM OTHER SHEETS						\$ 1,209,821.50	\$ 578,631.89		\$ 12,771.83			\$ 578,631.89	
<b>GRAND TOTAL</b>						<b>\$ 1,209,821.50</b>	<b>\$ 745,195.57</b>		<b>\$ 20,912.64</b>			<b>\$ 745,195.57</b>	<b>100%</b>



# CITY OF NOVI

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 Novi, Michigan 48375  
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## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2015 NRP - Asphalt Streets

NOVI PROJECT NO.: 15-2103

PAYMENT NO.: FINAL

### NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	2015 NRP - Asphalt Streets - Continued GL#203-203.00-865.435		Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit			Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
84	Butt Joint, 2-foot Wide	SY	2	Quince and Tamara - 2016	0.00	\$ 4.20	\$ -				0.00	\$ -	
85	Restoration	LS	2	Quince and Tamara - 2016	1.00	\$ 1,575.00	\$ 1,575.00				1.00	\$ 1,575.00	100%
86	Minor Traffic Devices	LS	2	Quince and Tamara - 2016	1.00	\$ 12,600.00	\$ 12,600.00				1.00	\$ 12,600.00	100%
87	Traffic Regulator Control	LS	2	Quince and Tamara - 2016	1.00	\$ 3,150.00	\$ 3,150.00				1.00	\$ 3,150.00	100%
88	Plastic Drum, H-I, Furnish	EA	2	Quince and Tamara - 2016	50.00	\$ 18.85	\$ 942.50				50.00	\$ 942.50	100%
89	Plastic Drum, H-I, Operate	EA	2	Quince and Tamara - 2016	50.00	\$ 1.05	\$ 52.50				50.00	\$ 52.50	100%
90	Sign, Type B, Temp, Prism, Furn	SF	2	Quince and Tamara - 2016	0.00	\$ 3.15	\$ -				0.00	\$ -	
91	Sign, Type B, Temp, Prism, Oper	SF	2	Quince and Tamara - 2016	0.00	\$ 1.05	\$ -				0.00	\$ -	
92	Barricade, Type III, H-I, D-S, Furn	EA	2	Quince and Tamara - 2016	0.00	\$ 78.70	\$ -				0.00	\$ -	
93	Barricade, Type III, H-I, D-S, Oper	EA	2	Quince and Tamara - 2016	0.00	\$ 1.05	\$ -				0.00	\$ -	
94	Lighted Arrow, Type B, Furnish	EA	2	Quince and Tamara - 2016	0.00	\$ 519.75	\$ -				0.00	\$ -	
95	Lighted Arrow, Type B, Operate	EA	2	Quince and Tamara - 2016	0.00	\$ 1.05	\$ -				0.00	\$ -	
96	Post Mailbox, Remove and Reset	EA	2	Quince and Tamara - 2016	0.00	\$ 157.50	\$ -				0.00	\$ -	
97	Boulder, Relocate	EA	2	Quince and Tamara - 2016	0.00	\$ 78.75	\$ -				0.00	\$ -	
98	Revised Station Grading	STA		Change Order #2	60.00	\$ 750.00	\$ 45,000.00				60.00	\$ 45,000.00	100%
99	Revised 21AA Agg. Base, CIP	TON		Change Order #2	904.31	\$ 30.00	\$ 27,129.30				904.31	\$ 27,129.30	100%
100	Revised Undercutting, Type II	CY		Change Order #2	500.00	\$ 45.00	\$ 22,500.00				500.00	\$ 22,500.00	100%
101	Linhart Street Repair - WM Break	LS	W&S	CO#2 592-592.00-938.000	1.00	\$ 3,860.00	\$ 3,860.00				1.00	\$ 3,860.00	100%
102	Deerfield Street Repair - WM Break	LS	W&S	CO#2 592-592.00-938.000	1.00	\$ 3,150.00	\$ 3,150.00				1.00	\$ 3,150.00	100%
103	Town Center Drivwe Rework	LS		202-202.00-865.675	0.00	\$ 15,250.00	\$ -				0.00	\$ -	
104	2015 Watermain Repair Patches	LS		592-592.00-938.000	1.00	\$ 14,050.00	\$ 14,050.00				1.00	\$ 14,050.00	100%
105	Mobilization	LS		210-211.00-865.144	1.00	\$ 8,000.00	\$ 8,000.00				1.00	\$ 8,000.00	100%
106	Traffic Control	LS		210-211.00-865.144	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
107	Erosion Control, Silt Fence	FT		210-211.00-865.144	0.00	\$ 1.50	\$ -				0.00	\$ -	
108	HMA Surface, Rem (Drives)	SYD		210-211.00-865.144	313.33	\$ 9.00	\$ 2,819.97	43.33	\$ 389.97	14%	313.33	\$ 2,819.97	100%
109	Conc Pavt, Rem (Drives)	SYD		210-211.00-865.144	232.94	\$ 15.00	\$ 3,494.10	7.94	\$ 119.10	3%	232.94	\$ 3,494.10	100%
110	Dr Structure, Rem	Each		210-211.00-865.144	1.00	\$ 150.00	\$ 150.00				1.00	\$ 150.00	100%
111	Culv, Rem	FT		210-211.00-865.144	677.00	\$ 18.00	\$ 12,186.00				677.00	\$ 12,186.00	100%
112	Swale, Grading	FT		210-211.00-865.144	1552.00	\$ 9.00	\$ 13,968.00				1552.00	\$ 13,968.00	100%
113	12" HP Storm Drain Pipe	FT		210-211.00-865.144	1607.00	\$ 35.50	\$ 57,048.50				1607.00	\$ 57,048.50	100%
114	15" HP Storm Drain Pipe	FT		210-211.00-865.144	160.00	\$ 40.00	\$ 6,400.00				160.00	\$ 6,400.00	100%
TOTAL FROM THIS SHEET							\$ 240,575.87		\$ 509.07			\$ 240,575.87	
TOTAL FROM OTHER SHEETS						\$ 1,209,821.50	\$ 745,195.57		\$ 20,912.64			\$ 745,195.57	
GRAND TOTAL						\$ 1,209,821.50	\$ 985,771.44		\$ 21,421.71			\$ 985,771.44	100%





**CITY OF NOVI**

**PURCHASE ORDER NO.**  
94601

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

Section 2.

**APPLICATION FOR PROGRESS PAYMENT**

PROJECT: 2015 NRP - Asphalt Streets      NOVI PROJECT NO.: 15-2103      PAYMENT NO.: FINAL

Original Contract Amount: \$1,209,821.50

**CHANGE ORDERS**

Change Orders: \$ (149,167.63)

No.	Date	Amount
1	November 9, 2015	\$ -
2	November 9, 2015	\$ (180,490.00)
3	November 13, 2015	\$ 78,817.81
4	December 15, 2015	\$ 15,250.00
5	June 13, 2016	\$ (149,444.34)
6	June 20, 2016	\$ 211,247.00
7	August 5, 2016	\$ 12,655.00
8	February 2, 2017	\$ (137,203.10)

Adjusted Contract Amount to Date: \$ 1,060,653.87

Total Cost of Work Performed to Date: \$ 1,060,653.87

MINUS Retainage: \$ -

MINUS Inspection "Crew Days":  
 To Date 81.00  
 This Pay 8.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 1,060,653.87

MINUS L.D.'s: # of days over =             
 \$ amount/day = \$900

Subtotal: \$ 1,060,653.87

MINUS Amount of Previous Payments: \$ 978,522.31

- 1 \$ 601,537.86
- 2 \$ 312,022.87
- 3 \$ 64,961.58
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -

**TOTAL: \$ (149,167.63)**

Inspection "Crew Days" Allowed per Contract:	65.00
Additional "Crew Days" per Change Orders:	16.00
Inspection "Crew Days" Used to Date:	81.00
Inspection "Crew Days" Remaining:	0.00

**BALANCE DUE THIS PAYMENT: \$ 82,131.56**



# CITY OF NOVI

PURCHASE ORDER NO.

94601

26300 Lee BeGole Dr  
Novi, Michigan 48375  
Tel: (248) 347-0454  
Fax: (248) 738-8889

Section 3.

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2015 NRP - Asphalt Streets

NOVI PROJECT NO.: 34000 Plymouth Road

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

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 8/11/17

By: GEORGE D. MELISSAS

Dated: 8/17/17

Cadillac Asphalt LLC

Contractor Company

Dale R Mc Intyre

Digitally signed by Dale R Mc Intyre  
Date: 2017.06.16 04:40:50 -0400

Contractor Authorized Signature

By: DALE R. MCINTYRE  
Print Name

Date: 6-16-17

OHM Advisors

Consultant Firm

Barry Gates

Digitally signed by Barry Gates  
DN: cn=Barry Gates, o=OHM Advisors, c=OHM Advisors, email=barry.gates@ohm-advisors.com  
Date: 2017.08.07 08:57:47-0400

Consultant Authorized Signature

By: Barry Gates  
Print Name

Date:

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

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**PROJECT:** 2015 Neighborhood Roads Asphalt Program, Novi, MI  
(name, address)

**TO (Contractor)**  
City of Novi, Michigan  
45175 W. Ten Mile Road  
Novi, MI 48375

**SUBCONTRACT FOR:**  
\$1,209,821.50

**SUBCONTRACTOR:**  
Cadillac Asphalt, L.L.C.  
2575 S. Haggerty Road, Suite 100  
Canton, MI 48188

**SUBCONTRACT DATE:**  
September 3, 2015

**In accordance with the provisions of the Contract between the Contractor and the Subcontractor as indicated above, the (here insert name and address of Surety Co.)**

Western Surety Company

One Towne Square, Suite 1075, Southfield, MI 48076-3732, **SURETY COMPANY,**

**on bond of (here insert name and address of Subcontractor)**

Cadillac Asphalt, L.L.C.

2575 S. Haggerty Road, Suite 100, Canton, MI 48188, **SUBCONTRACTOR**  
**hereby approves of the final payment to the Subcontractor and agrees that final payment to the Subcontractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Contractor)**

City of Novi, Michigan

45175 W. Ten Mile Road, Novi, MI 48375, **CONTRACTOR,**  
**as set forth in the said Surety Company's Bond.**

**IN WITNESS WHEREOF,** Western Surety Company  
**the Surety Company has hereunto set its hand this** 28th **day of** July 2017

ATTEST:  
(SEAL)

Western Surety Company  
Surety Company  
  
Signature of Authorized Representative  
Loretta J. Ravert - Attorney-in-Fact  
Title

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Charles G Richmond, David M Underwood, Michael S Richmond, Loretta J Ravert, Individually**

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

**- In Unlimited Amounts -**

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of June, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of July, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



## CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF     Oakland    

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

    Area Manager     of the     Cadillac Asphalt, LLC      
(Title) (Firm Name)

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

    2015 NRP - Asphalt      
(Description of Improvement)

located at:     Orchard Hills Subdivision    

The total amount of the contract is     \$1,060,653.87     of which I have received payment of     \$ 978,522.31     prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding; and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.



Signed this 19 day of June, 2017

Name: CADILLAC ASPHALT LLC  
(Individual/corporation/partnership)

By: AREA MANAGER  
(Title)

Attest: LINDA KUKOLA  
(Title)

Subscribed and sworn to before me this 19 day of June, 2017

Notary Public: Linda L Kukola

**NOTARY SEAL**

**Linda L Kukola**  
**Notary Public, State of Michigan**  
**County of Washtenaw**  
My Commission Expires 03-29-2021  
Acting in the County of Oakland

## SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Road Fabrics	Fabric ✓	\$64,566.18	\$64,566.18		0.0%	\$0.00
Merlo Contracting	Undergroun & Concrete ✓	\$460,053.08	\$460,053.08		0.0%	\$0.00
State Barricade	Barricades ✓	\$3,338.00	\$3,338.00		0.0%	\$0.00
Finishing Touch Video	Video Taping ✓	\$2,200.00	\$2,200.00		0.0%	\$0.00
Premiere Landscape Services	Landscape ✓	\$8,200.00	\$8,200.00		0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
<b>TOTALS</b>		<b>\$538,357.26</b>	<b>\$538,357.26</b>	<b>\$0.00</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: <u>          \$1,209,821.50</u>	Work Completed to Date: <u>          \$1,038,415.16</u>
Plus: Extras to Contract: <u>          \$317,969.81</u>	Less: Total Retainage: <u>                  \$0.00</u>
Total: Contract plus Extras: <u>          \$1,527,791.31</u>	Less: Amount Previously Paid: <u>          \$978,522.31</u>
Less: Credits to Contract: <u>          \$467,137.44</u>	Less: Amount of this Request: <u>          \$82,131.56</u>
Total: Adjusted Contract: <u>          \$1,060,653.87</u>	<b>Total Balance Due: <u>                  \$0.00</u></b>

# Cadillac Asphalt LLC

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 493512. 2015 Neighborhood Roads Asphalt Program, City of Novi

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

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

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

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

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

**Date:** 7/12/17

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48188

**Firm Name:** Road Fabrics

**By:** Pat Wojtowicz

**Title:** President

(630) 293-3111

# Cadillac Asphalt LLC

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 493512. 2015 Neighborhood Roads Asphalt Program, City of Novi

**Subcontractor:** Merlo Construction Co Inc  
4964 Technical Dr  
Milford, MI 48381

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

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

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

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

Date: 7/13/17

Firm Name: Merlo Construction Co Inc

By: Christopher Kotoucek

Title: Finance Mgr.  
248-714-5480

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48188

# Cadillac Asphalt LLC

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 493512. 2015 Neighborhood Roads Asphalt Program, City of Novi

**Subcontractor:** State Barricades Inc  
24806 Industrial Hwy  
Warren, MI 48089

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

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

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

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

**Date:** 7-13-17

**Firm Name:** State Barricades Inc

**By:** Vanessa Hadley

**Title:** Secretary

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48188

(586) 790-18282

## Cadillac Asphalt LLC

### Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 493512. 2015 Neighborhood Roads Asphalt Program, City of Novi

**Subcontractor:** Finishing Touch Photo & Video  
25095 25 Mile Rd  
Chesterfield, MI 48051

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

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

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

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

**Date:** 7/14/17

**Firm Name:** Finishing Touch Photo & Video

**By:** Cynthia Stirling Digitally signed by Cynthia Stirling Hurley  
Hurley Date: 2017.07.14 16:34:57 -0400

**Title:** Cynthia Hurley, Officer

(586)749-3340

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48188

# Cadillac Asphalt LLC

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 493512. 2015 Neighborhood Roads Asphalt Program, City of Novi

**Subcontractor:** Premiere Landscape Services Inc  
PO Box 996  
Novi, MI 48376

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

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

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

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

**Date:** 2-1-17

**Firm Name:** Premiere Landscape Services Inc

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48188

**By:** Carol D. Ruff

**Title:** Bookkeeper  
(248) 465-9983