



CITY of NOVI CITY COUNCIL

Agenda Item G June 3, 2019

SUBJECT: Approval of the final payment to Hutch Paving, Inc., for the 13 Mile Road Rehabilitation (Novi to Meadowbrook Roads) project in the amount of \$23,470.85, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: PR

EXPENDITURE REQUIRED	\$ 23,470.85
AMOUNT BUDGETED	\$ 554,427
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-202.00-865.176

BACKGROUND INFORMATION:

The City recognized the need to rehabilitate Thirteen Mile Road from Novi Road to Meadowbrook Road from the CIP plan which originally identified a simple milling and filling of the existing asphalt roadway. The geotechnical investigation identified peat and other organic material present in the subgrade, and therefore, recommended reconstruction for a portion of the project limits. The geotechnical investigation confirmed mill and fill rehabilitation for the remainder of Thirteen Mile Road. Another large benefit of the project included the extension of the dedicated right turn lane at Novi Road and at Meadowbrook Road and the extension of the left turn lane at LeGrande Boulevard which involved a roadway widening.

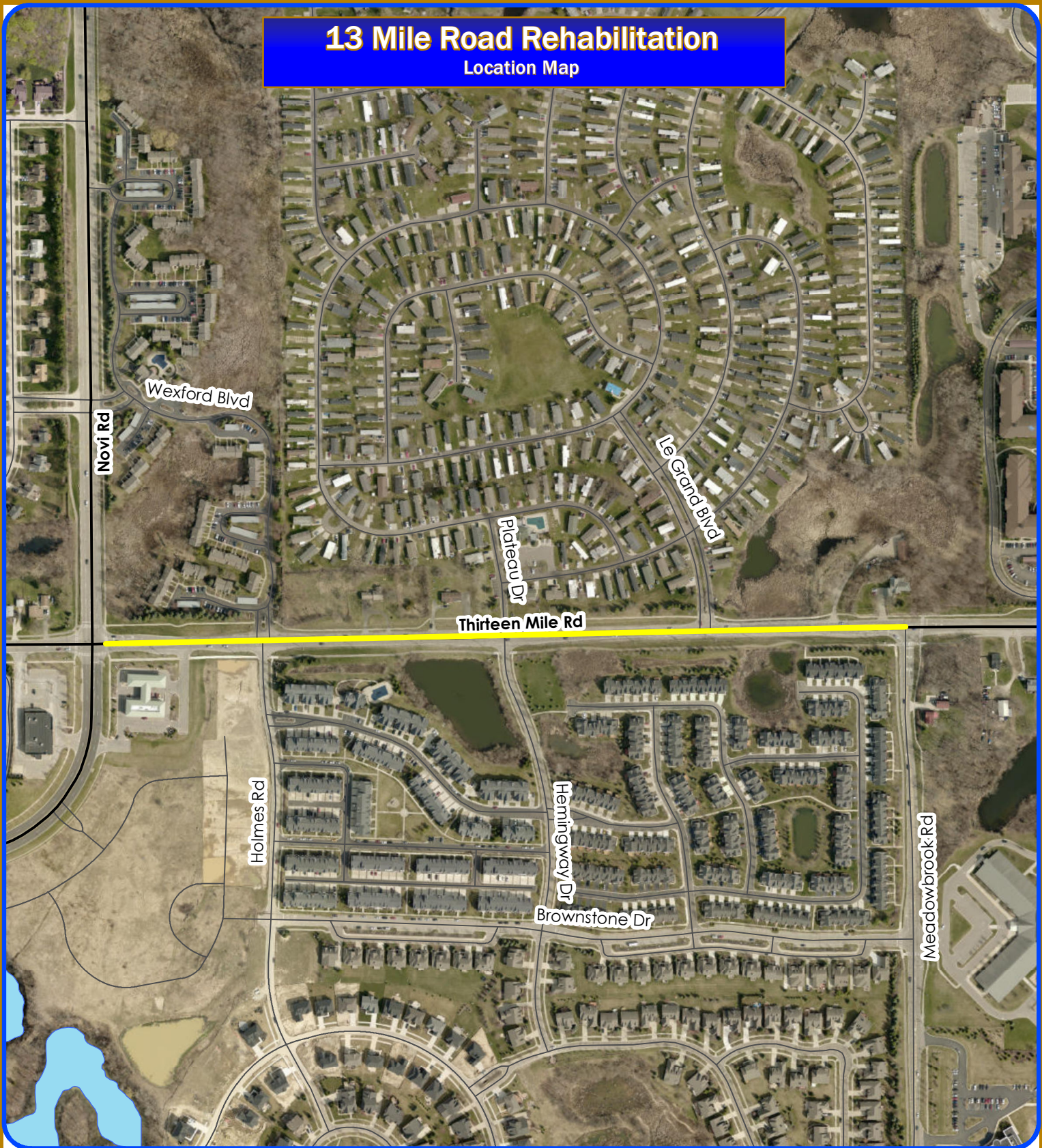
The construction contract was awarded for this project at the May 21, 2018 City Council meeting to Hutch Paving, Inc., in the amount of \$462,039.90. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$23,470.85 that is due the Contractor (attached Final Pay Estimate No. 4). The City Attorney's Office reviewed the documentation and found it in an acceptable form (Beth Saarela, May 21, 2019).

There was one (1) approved change order issued for this project resulting in an overall increase of \$7,377.03 to the construction contract, or 1.6% over the awarded amount. The approved change order resulted in a final contract price of \$469,416.93.

RECOMMENDED ACTION: Approval of the final payment to Hutch Paving, Inc., for the 13 Mile Road Rehabilitation (Novi to Meadowbrook Roads) project in the amount of \$23,470.85, plus interest earned on retainage.

13 Mile Road Rehabilitation


Location Map

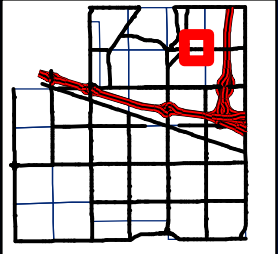


Map Author: Joseph Akers
 Date: April 27, 2018
 Project: 13 Mile Road Rehabilitation
 Version #: 1


Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE
 Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 332 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.


Limits of Road Construction



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


 1 inch = 419 feet



13 MILE ROAD REHABILITATION (NOVI TO MEADOWBROOK ROADS)



BEFORE – Looking west from Meadowbrook Road



BEFORE – Looking east from LeGrande Boulevard



AFTER – Looking west towards Novi Road



AFTER – Looking east towards Meadowbrook Road

ELIZABETH KUDLA SAARELA
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27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 21, 2019

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

**Re: 13 Mile Rehab – Hutch Paving, Inc.
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 13 Mile Rehabilitation Project:

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

The closing documents appear to be in order. The Contractor will be required to provide its full unconditional waiver of lien in exchange for the final payment. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
George Melistas, Engineering Senior Manager
Megan Mikus, Public Works Budget Analyst
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 23,470.85

PURCHASE ORDER NO.

95526

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 13 MILE REHAB (NOVI to MBRK)	NOVI PROJECT NO.: 17-2309	PAYMENT NO.: FINAL
	CIP NO.: 10-2023	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: Spalding DeDecker 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR: Hutch Paving, Inc. 3000 East Ten Mile Road Warren, Michigan 48091 (248) 514-6926
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$462,039.90	ORIGINAL: September 7, 2018	FROM: March 15, 2019
REVISED: \$469,416.93	REVISED:	TO: May 8, 2019
	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	13 MILE REHAB (NOVI TO MEADOWBROOK) 202-202-00-865.176 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	15.00	\$ 700.00	\$ 10,500.00	15.00	\$ 700.00	\$ 10,500.00				48.00	\$ 33,600.00	320%
1	Mobilization	LS	1.00	\$ 17,698.00	\$ 17,698.00	1.00	\$ 17,698.00	\$ 17,698.00				1.00	\$ 17,698.00	100%
2	Audio-Video Route Survey	LS	1.00	\$ 1.00	\$ 1.00	1.00	\$ 1.00	\$ 1.00				1.00	\$ 1.00	100%
3	SESC Measures	LS	1.00	\$ 1.00	\$ 1.00	1.00	\$ 1.00	\$ 1.00				1.00	\$ 1.00	100%
4	Temporary Traffic Control Devices	LS	1.00	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	\$ 12,000.00				1.00	\$ 12,000.00	100%
5	Construction Protection Fencing	LF	200.00	\$ 8.00	\$ 1,600.00	0.00	\$ 8.00	\$ -				0.00	\$ -	
6	Cold Milling HMA Surface	SY	11335.00	\$ 2.15	\$ 24,370.25	10970.92	\$ 2.15	\$ 23,587.48				10970.92	\$ 23,587.48	100%
7	HMA Surface Repair	SY	100.00	\$ 45.00	\$ 4,500.00	308.48	\$ 45.00	\$ 13,881.60				308.48	\$ 13,881.60	100%
8	Joint-Crack Cleanout and Repair	LF	200.00	\$ 10.00	\$ 2,000.00	57.00	\$ 10.00	\$ 570.00				57.00	\$ 570.00	100%
9	Sidewalk, Remove	SF	55.00	\$ 10.00	\$ 550.00	112.50	\$ 10.00	\$ 1,125.00				112.50	\$ 1,125.00	100%
10	Curb and Gutter, Conc, Remove	LF	334.00	\$ 12.00	\$ 4,008.00	427.30	\$ 12.00	\$ 5,127.60				427.30	\$ 5,127.60	100%
11	HMA Surface Remove	SY	1733.00	\$ 5.00	\$ 8,665.00	765.60	\$ 5.00	\$ 3,828.00				765.60	\$ 3,828.00	100%
12	HMA Drive, Remove	SY	198.00	\$ 10.00	\$ 1,980.00	164.21	\$ 10.00	\$ 1,642.10				164.21	\$ 1,642.10	100%
13	Guardrail, Remove	LF	315.00	\$ 6.00	\$ 1,890.00	308.00	\$ 6.00	\$ 1,848.00				308.00	\$ 1,848.00	100%
14	Excavation, Earth	CY	1260.00	\$ 15.00	\$ 18,900.00	1639.87	\$ 15.00	\$ 24,598.05				1639.87	\$ 24,598.05	100%
15	Subgrade Undercut, As Needed	CY	500.00	\$ 35.00	\$ 17,500.00	0.00	\$ 35.00	\$ -				0.00	\$ -	
16	Str Rehab Type 1: Point Up	EA	1.00	\$ 1.00	\$ 1.00	0.00	\$ 1.00	\$ -				0.00	\$ -	
17	Str Rehab Type 2: Structure Cover	EA	6.00	\$ 1.00	\$ 6.00	3.00	\$ 1.00	\$ 3.00				3.00	\$ 3.00	100%
18	Str Rehab Type 3: Reconstruct	EA	2.00	\$ 1.00	\$ 2.00	0.00	\$ 1.00	\$ -				0.00	\$ -	
19	Structure Cover, Type A	EA	2.00	\$ 350.00	\$ 700.00	0.00	\$ 350.00	\$ -				0.00	\$ -	
20	Structure Cover, Type D	EA	3.00	\$ 350.00	\$ 1,050.00	2.00	\$ 350.00	\$ 700.00				2.00	\$ 700.00	100%
21	Structure Cover, Type SL	EA	2.00	\$ 350.00	\$ 700.00	2.00	\$ 350.00	\$ 700.00				2.00	\$ 700.00	100%
22	Sewer C76 CI IV, 12-inch	LF	32.00	\$ 65.00	\$ 2,080.00	29.00	\$ 65.00	\$ 1,885.00				29.00	\$ 1,885.00	100%
23	Dr Structure, 48-inch Dia	EA	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 3,500.00				1.00	\$ 3,500.00	100%
24	Dr Structure Tap, 12-inch Dia	EA	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%

TOTAL THIS SHEET

\$ 124,202.25

\$ 113,195.83

\$ -

\$ 113,195.83

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 13 MILE REHAB (NOVI to MBRK)

NOVI PROJECT NO.: 17-2309
 CIP NO.: 10-2023

PAYMENT NO.: FINAL

SECTION 1.			COST OF COMPLETED WORK TO DATE												
Item No.	13 MILE REHAB (NOVI TO MEADOWBROOK) 202-202.00-865.176		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE			
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
25	Geogrid, TX190	SY	1460.00	\$ 6.00	\$ 8,760.00	2024.39	\$ 6.00	\$ 12,146.34				2024.39	\$ 12,146.34	100%	
26	Geogrid, TX5	SY	1460.00	\$ 6.50	\$ 9,490.00	2028.95	\$ 6.50	\$ 13,188.18				2028.95	\$ 13,188.18	100%	
27	Agg Base, 12-inch 1" x 3" Slag	SY	1460.00	\$ 9.00	\$ 13,140.00	2184.67	\$ 9.00	\$ 19,662.03				2184.67	\$ 19,662.03	100%	
28	Agg Base, 10.5-inch 21AA	SY	1940.00	\$ 12.15	\$ 23,571.00	2184.67	\$ 12.15	\$ 26,543.74				2184.67	\$ 26,543.74	100%	
29	Agg Base, 6-inch Limestone	SY	10.00	\$ 60.00	\$ 600.00	4.17	\$ 60.00	\$ 250.20				4.17	\$ 250.20	100%	
30	Shoulder, 6-inch 22A	SY	1412.00	\$ 8.20	\$ 11,578.40	1306.40	\$ 8.20	\$ 10,712.48				1306.40	\$ 10,712.48	100%	
31	Curb and Gutter, Conc, Modified	LF	520.00	\$ 22.00	\$ 11,440.00	921.90	\$ 22.00	\$ 20,281.80				921.90	\$ 20,281.80	100%	
32	ADA Ramp, Conc, 6-inch	SF	160.00	\$ 6.50	\$ 1,040.00	112.50	\$ 6.50	\$ 731.25				112.50	\$ 731.25	100%	
33	ADA Detectable Warning Plate	SF	36.00	\$ 45.00	\$ 1,620.00	15.00	\$ 45.00	\$ 675.00				15.00	\$ 675.00	100%	
34	HMA, 4E10	TON	2390.00	\$ 91.25	\$ 218,087.50	2039.31	\$ 91.25	\$ 186,087.04				2039.31	\$ 186,087.04	100%	
35	Hand Patching	TON	5.00	\$ 200.00	\$ 1,000.00	0.00	\$ 200.00				0.00				
36	Guardrail, Type B	LF	257.00	\$ 35.00	\$ 8,995.00	262.50	\$ 35.00	\$ 9,187.50				262.50	\$ 9,187.50	100%	
37	Guardrail Approach Term, Type B	EA	2.00	\$ 3,200.00	\$ 6,400.00	2.00	\$ 3,200.00	\$ 6,400.00				2.00	\$ 6,400.00	100%	
38	Guardrail, Reflector	EA	5.00	\$ 15.00	\$ 75.00	12.00	\$ 15.00	\$ 180.00				12.00	\$ 180.00	100%	
39	Pavt Mrkg, ONLY Symbol	EA	1.00	\$ 175.00	\$ 175.00	1.00	\$ 175.00	\$ 175.00				1.00	\$ 175.00	100%	
40	Pavt Mrkg, Rt Turn Arrow Sym	EA	5.00	\$ 175.00	\$ 875.00	5.00	\$ 175.00	\$ 875.00				5.00	\$ 875.00	100%	
41	Pavt Mrkg, Lt Turn Arrow Sym	EA	2.00	\$ 175.00	\$ 350.00	2.00	\$ 175.00	\$ 350.00				2.00	\$ 350.00	100%	
42	Pavt Mrkg, Stop Bar, 24-inch	LF	62.00	\$ 9.50	\$ 589.00	82.00	\$ 9.50	\$ 779.00				82.00	\$ 779.00	100%	
43	Pavt Mrkg, White, 4-inch	LF	4445.00	\$ 0.55	\$ 2,444.75	4009.00	\$ 0.55	\$ 2,204.95				4009.00	\$ 2,204.95	100%	
44	Pavt Mrkg, Yellow, 4-inch	LF	6560.00	\$ 0.55	\$ 3,608.00	6398.00	\$ 0.55	\$ 3,518.90				6398.00	\$ 3,518.90	100%	
45	Pavt Mrkg, 12-inch X-Hatch, Yellow	LF	190.00	\$ 2.10	\$ 399.00	86.50	\$ 2.10	\$ 181.65				86.50	\$ 181.65	100%	
46	Pavt Mrkg, 18-inch Crswlk, Trans	LF	370.00	\$ 5.50	\$ 2,035.00	382.00	\$ 5.50	\$ 2,101.00				382.00	\$ 2,101.00	100%	
47	Pavt Mrkg, 12-inch Crswlk, Longit	LF	230.00	\$ 5.50	\$ 1,265.00	489.10	\$ 5.50	\$ 2,690.05				489.10	\$ 2,690.05	100%	
48	Sign, R3-7R, Complete	EA	1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%	
49	Sign, R3-88, Complete	EA	1.00	\$ 450.00	\$ 450.00	1.00	\$ 450.00	\$ 450.00				1.00	\$ 450.00	100%	
50	Sign, R3-9B, Complete	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%	
51	Restoration	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ 7,500.00				1.00	\$ 7,500.00	100%	
52	Monument Adjustment Allowance	DLR	1500.00	\$ 1.00	\$ 1,500.00	0.00	\$ 1.00					0.00			
TOTAL FROM THIS SHEET					\$ 337,837.65	\$ 327,721.10	\$ -	\$ 327,721.10				\$ 327,721.10			
TOTAL FROM OTHER SHEET					\$ 124,202.25	\$ 113,195.83	\$ -	\$ 113,195.83				\$ 113,195.83			
SUBTOTAL					\$ 462,039.90	\$ 440,916.93	\$ -	\$ 440,916.93				\$ 440,916.93	100%		



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: 13 MILE REHAB (NOVI to MBRK) NOVI PROJECT NO.: 17-2309 PAYMENT NO.: FINAL
 CIP NO.: 10-2023

NEW CONTRACT ITEMS

SECTION 1.				COST OF COMPLETED WORK TO DATE									
Item No.	13 MILE REHAB (NOVI to MEADOWBROOK)			NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE			
	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
53	Message Board	EA	1	202-202.00-865.176	3.00	\$ 4,500.00	\$ 13,500.00				3.00	\$ 13,500.00	100%
54	Traffic Loop	LS	1	202-202.00-865.176	1.00	\$ 15,000.00	\$ 15,000.00				1.00	\$ 15,000.00	100%
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
78			0	0	0.00	\$ -	\$ -				0.00	\$ -	
79			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET						\$ 28,500.00	\$ -				\$ 28,500.00		
TOTAL FROM OTHER SHEETS				\$ 462,039.90		\$ 440,916.93	\$ -				\$ 440,916.93		
GRAND TOTAL				\$ 462,039.90		\$ 469,416.93	\$ -				\$ 469,416.93	100%	



CITY OF NOVI

PURCHASE ORDER NO.

95526

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 Novi, Michigan 48375
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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 13 MILE REHAB (NOVI to MBRK) NOVI PROJECT NO.: 17-2309 PAYMENT NO.: FINAL
 CIP NO.: 10-2023

Original Contract Amount: \$ 462,039.90
 Change Orders: \$ 7,377.03
 Adjusted Contract Amount to Date: \$ 469,416.93
 Total Cost of Work Performed to Date: \$ 469,416.93
 MINUS Retainage: 0% \$ -
 MINUS Inspection "Crew Days": To Date 48.00 \$ 23,100.00
 This Pay 0.00
 Net Amt. Earned of Contract and Extra Work to Date: \$ 446,316.93
 MINUS L.D.'s: # of days over = \$ -
 \$ amount/day = \$1,300
 Subtotal: \$ 446,316.93
 ADD Incentive "Crew Days", if under: \$ -
 Subtotal: \$ 446,316.93
 MINUS Amount of Previous Payments: \$ 422,846.08
 1 \$ 126,955.03
 2 \$ 223,978.02
 3 \$ 71,913.03
 4
 5
 6
 7
 8
 9
 10

CHANGE ORDERS

No.	Date	Amount
1	March 12, 2019	\$ 7,377.03
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 7,377.03

Inspection "Crew Days" Allowed per Contract:	15.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	15.00
Inspection "Crew Days" Used to Date:	48.00
Inspection "Crew Days" Remaining:	-33.00

BALANCE DUE THIS PAYMENT: \$ 23,470.85



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	13 MILE REHAB (NOVI to MBRK)	NOVI PROJECT NO.:	17-2309	PAYMENT NO.:	FINAL
		CIP NO.:	10-2023		

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

Michael Hulderman

Hutch Paving, Inc.
CONTRACTOR - Electronic Signature Certification

Aaron J. Staup
Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering
Division, email=astaup@cityofnovi.org, c=US
Date: 2019.05.10 07:29:27 -0400

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Ghassan K. Dahoui Ghassan K. Dahoui
May 9 2019 11:23 AM

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

George D. Melistas
Digitally signed by George Melistas
DN: cn=George Melistas, o=City of Novi, ou=Engineering
Division, email=gmelistas@cityofnovi.org, c=US
Date: 2019.05.10 08:43:03 -0400

George D. Melistas, Engineering Senior Manager
Electronic Signature Certification

All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

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

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: RCB0017588

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO: _____

City Of Novi
45175 West Ten Mile Road
Novi, MI 48375

CONTRACT FOR: _____

CONTRACT DATE: _____ / _____ / _____

PROJECT:
(Name and Address)
13 Mile Road Reconstruction

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

RLI Insurance Company
9100 South Hills Blvd
Broadview Heights, OH 44147

, SURETY COMPANY,

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

HUTCH PAVING, INC.
3000 E. 10 Mile Road
Warren, MI 48091

, CONTRACTOR,

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


City Of Novi
45175 West Ten Mile Road
Novi, MI 48375

, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this March 20, 2019

Attest:
Seal



RLI Insurance Company
Surety Company



Signature of Authorized Representative
Donald W. Burden, Title, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of October, 2018.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 10th day of October, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 20th day of March, 2019.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number RCB0017588 effective May 29, 2018 issued by RLI Insurance Company in the amount of \$462,039.90 on behalf of Hutch Paving, Inc as Principal and in favor of City of Novl as Obligees

Now, Therefore, it is agreed that:

The Contract Amount on the Maintenance Bond has changed to:

\$469,416.93

From

\$462,039.90

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

This rider is to be effective the 15th day of May, 2019.


Signed, sealed and dated this 15th day of May, 2019

Hutch Paving, Inc

(Principal)

RLI Insurance Company

(Surety)

By:  _____

By:  _____
Donald W. Burden, Attorney-In-Fact

Accepted By:

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of March, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 18th day of March, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15th day of May, 2019.

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

SWORN STATEMENT

State of Michigan

County of Macomb } §

Michael Hulderman, being duly sworn, states the following:

Hutch Paving, Inc., 3000 E. 10 Mile Road, Warren, MI 48091

is the (contractor)(subcontractor) for an improvement to the following real property in Oakland County, Michigan,
described as follows: 13 Mile Road, Novi, MI 48377

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 of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
✓ Cadillac	Asphalt	PAID IN FULL					
✓ CSI / Geoturf	Geogrid	PAID IN FULL					
Novi Crush	Aggregate	PAID IN FULL					
✓ Superior Materials	Concrete	PAID IN FULL					
✓ PK Contracting	Sub Work	PAID IN FULL					
✓ Action Traffic	Guardrail	PAID IN FULL					
✓ PJ Striping	Landscape / Restoration	PAID IN FULL					
✓ Rauhorn Electric	Loop Replacement	PAID IN FULL					
Totals							

(Some columns may not be applicable to all persons listed)

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

I make this statement as the (contractor)(subcontractor) or as Contractor of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Michael Hulderman

Dependent Printed Name


Dependent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

20th day of March, 2019

Christina Collins

Notary Public, Macomb County, Michigan

My Commission Expires:

8/10/2020



*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as 13 MILE ROAD
(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: 3-21-19

K Phillips
(Signature of Lien Claimant)

KATHLEEN G. PHILLIPS
(Printed Name of Lien Claimant)

CREDIT MANAGER
(Title of Lien Claimant)

Company Name: CADILLAC ASPHALT LLC

Address: 51777 W 12 MILE RD, WIXOM, MI 48393

Telephone: 248-215-0351

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

179018



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as 13 mile rd project # 8136
(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: 3/20/19

[Signature]
(Signature of Lien Claimant)

Tom Robinson
(Printed Name of Lien Claimant)

Com
(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.

NOVI CRUSHED CONCRETE LLC

FULL UNCONDITIONAL WAIVER

My / our contract with Hutch Paving, Inc.
(other contracting party)

to provide Crushed Concrete Material
(Kind of Material and/or Work)

for the improvement of the property described as: Job # 8136 – 13 Mile Road Project

having been fully paid and satisfied all of my / our construction lien rights / bond claim rights against such property are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishings from me/one of us 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.

Novi Crushed Concrete LLC
(name of lien claimant)

By:  agent Signed on 5/15/19
(Signature of lien claimant or authorized officer or agent of lien claimant)

Address: 46900 W 12 Mile Road, Novi, MI 48377

Telephone: 248-305-6020

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

**46900 West Twelve Mile Road
Novi, MI 48377
www.novicrushedconcrete.com**

**Phone: 248-305-6020
Fax: 248-305-6023**



FULL UNCONDITIONAL WAIVER OF LIEN

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

Redi-mix for the improvement of the property
(Type of service)

42442
described as 13 mile Rd, Novi, MI
(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: 3/20/19 Theresa Russell
(Signature of Lien Claimant)

THERESA RUSSELL
(Printed Name of Lien Claimant)

AGENT
(Title of Lien Claimant)

Company Name: Superior Materials LLC

Address: PO Box 2900, Farmington Hills, MI 48333

Telephone: (248) 788-8000

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

pavement markings for the improvement of the property
(Type of service)

described as 13 Mike Meadowbrook - PO #8136
(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: 3/20/19 Ann Stein
(Signature of Lien Claimant)

Ann Stein
(Printed Name of Lien Claimant)

Agent
(Title of Lien Claimant)

Company Name: P. K Contracting

Address: 1965 Barrett Dr.
Troy, MI 48084
248-362-2130

Telephone: _____

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

18145



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hutch Paving Inc. to provide
(Prime Contracting Party)
Guardrail Installation for the improvement of the property
(Type of service)
described as 13 Mile & Meadowbrook
(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: 3/20/19

[Signature]
(Signature of Lien Claimant)

Thomas Peake
(Printed Name of Lien Claimant)

Vice President
(Title of Lien Claimant)

Company Name: Action Traffic Maintenance, Inc.

Address: 5182 S Saginaw Road, Flint, MI 48507

Telephone: 810-695-7516

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Striping/Pavement Markings for the improvement of the property
(Type of service)

described as 13 Mile Road (PO# 8136)
(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: 3/22/19

Jodi Kniestadt
(Signature of Lien Claimant)

Jodi Kniestadt
(Printed Name of Lien Claimant)

VP
(Title of Lien Claimant)

Company Name: PJ Striping Co.

Address: PO Box 113, Dexter, MI 48130

Telephone: 734-709-0657

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

SM4238



cityofnovi.org

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hutch Paving, Inc. to provide
(Prime Contracting Party)

Traffic Signal for the improvement of the property
(Type of service)

described as 13 Mile & Meadowbrook T5 Bag
(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: 3/27/19

Laura Ferraro
(Signature of Lien Claimant)

Laura Ferraro
(Printed Name of Lien Claimant)

Controller
(Title of Lien Claimant)

Company Name: Rauhorn Electric, Inc.

Address: 14140 33 Mile Road, Bruce Twp, MI

Telephone: 586-992-0400 481065

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