



**CITY OF NOVI CITY COUNCIL
DECEMBER 20, 2021**

SUBJECT: Approval of the final payment to RMD Holdings, Ltd/Nationwide Construction, Inc., for the Guardrail Repair Program project in the amount of \$4,765.88, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division
Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 0.00 Expenditure <u>\$ 4,765.88 Retainage</u> \$ 4,765.88 Total
AMOUNT BUDGETED	\$ 17,217.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-202.00-866.015

BACKGROUND INFORMATION:

The guardrail repair contract was a one-time structure standardization and upgrade program which addressed all damaged and out-of-date structures on 34 City-owned guardrail segments. The second part of the contract with RMD Holdings, Ltd/Nationwide Construction, Inc. was to develop an annual, as-needed, maintenance/repairs for future years involving vehicle damaged guardrail items. The City estimates an annual expenditure of \$10,000 for miscellaneous repairs and/or replacements.

Currently, the Engineering and Field Operations Divisions are recommending closing out of the "Repair" portion of the contract and purchase order with RMD Holdings, Ltd/Nationwide Construction, Inc., while leaving a separate "Maintenance" contract and purchase order open for the remainder of the contract period.

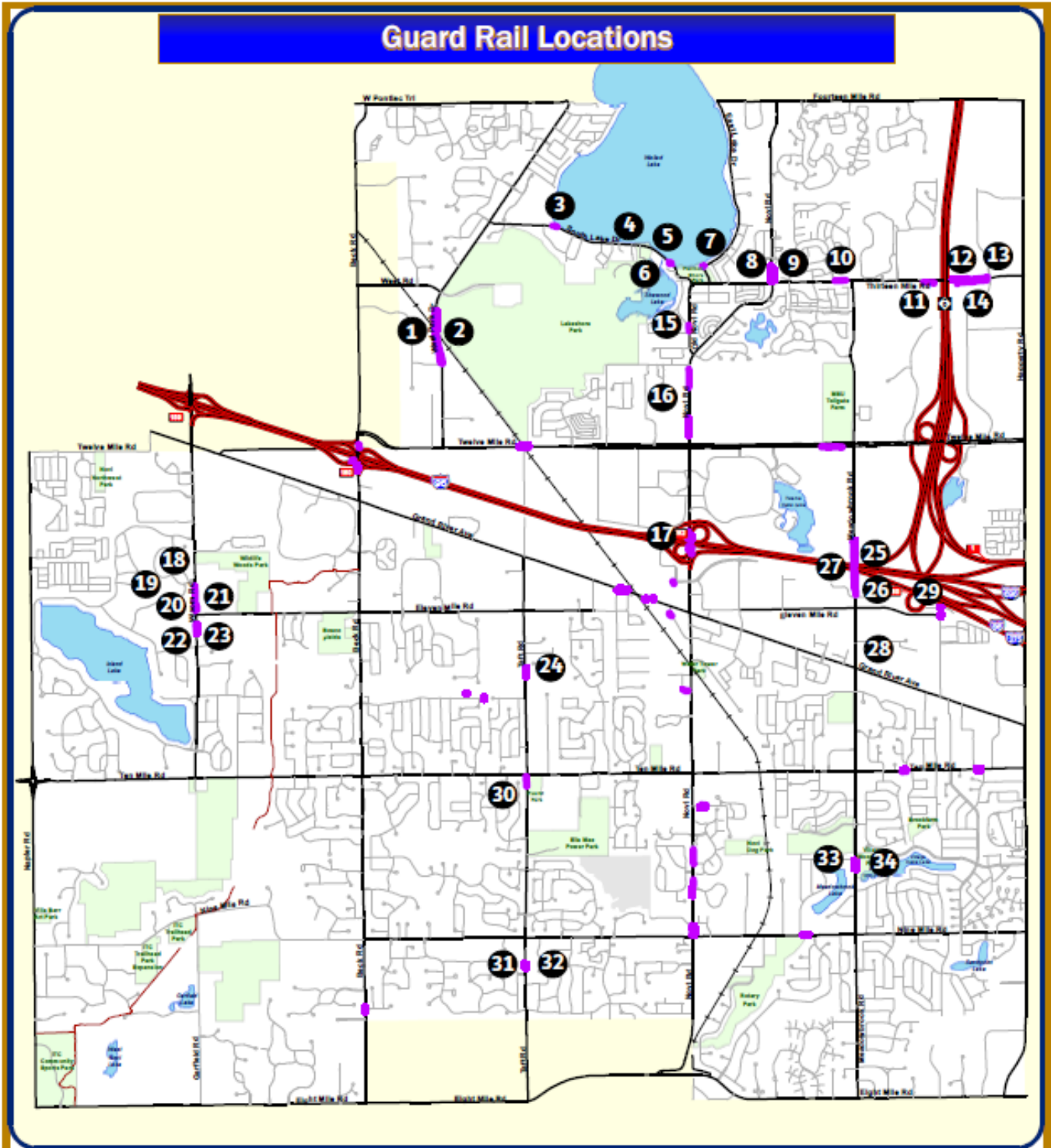
The construction contract was awarded for this program at the March 8, 2021, City Council meeting to RMD Holdings, Ltd/Nationwide Construction, Inc., in the amount of \$78,980.00 (plus \$4,500 for additional miscellaneous maintenance repairs - \$83,480 total) for the repair portion of the Guardrail contract and an estimated amount of \$17,150.00 for the maintenance portion for the first year (estimated \$10,000 for each additional year).

Engineering staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$4,765.88 that is due the contractor (Final Pay Estimate No. 4). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, November 29, 2021).

There were two (2) approved change orders issued for this project resulting in a net decrease of -\$5,312.50 to the construction contract, or 6.7% under the awarded amount. The approved change orders resulted in a final repair contract price of \$78,167.50.

RECOMMENDED ACTION: Approval of the final payment to RMD Holdings, Ltd/Nationwide Construction, Inc., for the Guardrail Repair Program project in the amount of \$4,765.88, plus interest earned on retainage.

LOG OF PROJECT






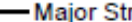
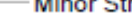


Map Author: Jon Gertha
 Date: July 21, 2020
 Project: Guard Rails
 Version #: 1.0


Approved By:
 Date:
 Department:

MAP INFORMATION SECTION

Map information displayed is not intended to replace or substitute for any official or primary source. This map was intended to assist 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 150 of 1975 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend


	Guard Rail		Freeway
	ITC Trail		Major Streets
			Minor Streets
			Parks
			Lakes



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

Feet
 0 800 1,700 3,400 5,100

1 inch = 4,215 feet




CITY OF NOVI

LOG OF PROJECT

No.	Road	Location	Road Side	Required Repairs
1	West Park Bridge	North of 12 Mile Rd	West	- 2 EA Guardrail, Tighten, Cable Assembly - 1 EA Guardrail, Tighten, Terminal - 100 LF Guardrail, Rub Rail, Rem - As needed Guardrail Reflector
2	West Park Bridge	North of 12 Mile Rd	East	- 2 EA Guardrail, Tighten, Cable Assembly - 100 LF Guardrail, Rub Rail, Rem - As needed Guardrail Reflector
3	South Lake Dr	East of West Park	North	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
4	South Lake Dr	West of 13 Mile Rd (Run 2)	North	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
5	South Lake Dr	West of 13 Mile Rd (Run 1)	North	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
6	South Lake Dr	West of 13 Mile Rd	South	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
7	East Lake Dr	West of 13 Mile Rd	West	- 1 EA Guardrail, Approach Terminal, Type 2M - 12.5 LF Guardrail, Type MGS-8 - 1 EA Departing Terminal, Type MGS
8	Novi Rd	North of 13 Mile Rd	West	- 2 EA Guardrail, Tighten, Cable Assembly - 2 EA Guardrail, Warning Decal - As needed Guardrail Reflector
9	Novi Rd	North of 13 Mile Rd	East	- 1 EA Guardrail, Tighten, Cable Assembly - 1 EA Guardrail, Approach Terminal, Type 2M - 1 EA Guardrail, Height Transition, Type 2M - As needed Guardrail Reflector
10	13 Mile Rd	West of Meadowbrook	North	- 2 EA Guardrail, Tighten, Cable Assembly
11	13 Mile Rd	South side West of M-5	South	- 2 EA Guardrail, Tighten, Cable Assembly - 2 EA Guardrail, Warning Decal - As needed Guardrail Reflector
12	13 Mile Rd	East of M-5 (Western Run)	North	- 1 EA Guardrail, Tighten, Cable Assembly - 1 EA Guardrail, Approach Terminal, Type 2M - 1 EA Guardrail, Height Transition, Type 2M to Type B - 353.5 LF Guardrail Height, Adj - 1 EA Guardrail, Warning Decal - As needed Guardrail Reflector
13	13 Mile Rd	East of M-5 (Eastern)	North	- 1 EA Guardrail, Tighten, Cable Assembly - 1 EA Guardrail, Departing Terminal, Type B - 525 LF Guardrail Height, Adj - As needed Guardrail Reflector



LOG OF PROJECT

No.	Road	Location	Road Side	Required Repairs
14	13 Mile Rd	East of M-5	South	- 2 EA Guardrail, Tighten, Cable Assembly - 2 EA Guardrail, Warning Decal - 12.5 LF Guardrail Type B, Furn and Install - 762.5 LF Guardrail Height, Adj - As needed Guardrail Reflector
15	Old Novi Rd	West of Novi Rd	West	- 1 EA Guardrail, Tighten, Cable Assembly - 1 EA Guardrail, Departing Terminal, Type B - As needed Guardrail Reflector
16	Novi Rd	South of 12.5 Mile Rd	West	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
17	Novi Rd	South of 12 Mile Rd	West	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
18	Wixom Rd	North of 11 Mile Rd (North Run)	West	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
19	Wixom Rd	North of 11 Mile Rd (Middle Run)	West	- 2 EA Guardrail, Tighten, Cable Assembly - 25 LF Guardrail Type B, Furn and Install - 2 EA Guardrail, Warning Decal - As needed Guardrail Reflector - As Needed Erosion Remediation
20	Wixom Rd	North of 11 Mile Rd (South Run)	West	- 2 EA Guardrail, Tighten, Cable Assembly - 2 EA Guardrail, Warning Decal - As needed Guardrail Reflector
21	Wixom Rd	North of 11 Mile Rd	East	- 1 EA Guardrail, Tighten, Cable Assembly - 2 EA Guardrail, Warning Decal - 1 EA Guardrail, Departing Terminal, Type B - As needed Guardrail Reflector
22	Wixom Rd	South of 11 Mile Rd	West	- 2 EA Guardrail, Tighten, Cable Assembly - 2 EA Guardrail, Warning Decal - 25 LF Guardrail Type B, Furn and Install - 2 EA Guardrail Post, Furn and Install, 84 inch - As needed Guardrail Reflector
23	Wixom Rd	South of 11 Mile Rd	East	- 2 EA Guardrail, Tighten, Cable Assembly - 2 EA Guardrail, Warning Decal - As needed Guardrail Reflector
24	Taft Rd	North of Emerald Forest	East	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
25	Meadowbrooke Bridge	North of 11 Mile (Run 1)	East	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
26	Meadowbrooke Bridge	North of 11 Mile (Run 2)	East	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector



LOG OF PROJECT

No.	Road	Location	Road Side	Required Repairs
27	Meadowbrooke Bridge	North of 11 Mile	West	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
28	Meadowbrook Rd	Across from Vincenti	East	- 2 EA Guardrail, Tighten, Cable Assembly - 1 EA Guardrail, Tighten, Terminal - As needed Guardrail Reflector
29	11 Mile Rd	North of Seeley	West	- 3 EA Guardrail Post, Furn and Install, 72 inch - As needed Guardrail Reflector
30	Taft Rd	South of 10 Mile Rd	West	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
31	Taft Rd	North of Princeton	West	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
32	Taft Rd	North of Princeton	East	- 2 EA Guardrail, Tighten, Cable Assembly - As needed Guardrail Reflector
33	Meadowbrooke Bridge	South of Chattman Dr	West	- 2 EA Guardrail, Tighten, Cable Assembly - 9 EA Guardrail Post, Furn and Install, 72 inch - As needed Guardrail Reflector
34	Meadowbrooke Bridge	South of Chattman Dr	East	- 2 EA Guardrail, Tighten, Cable Assembly - 8 EA Guardrail Post, Furn and Install, 72 inch - 12.5 LF Guardrail, Type T, Furn and Install - 12.5 LF Guardrail, Anch, Bridge, Det T1 Modified - As needed Guardrail Reflector



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 29, 2021

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

Re: *Guardrail Repair Program*
RMD Holdings, Ltd.
Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Guardrail Repair Program – Phase 1 Project:

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

The closing documents appear to be in order. The Contractor will be required to sign 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)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

1 -
Original

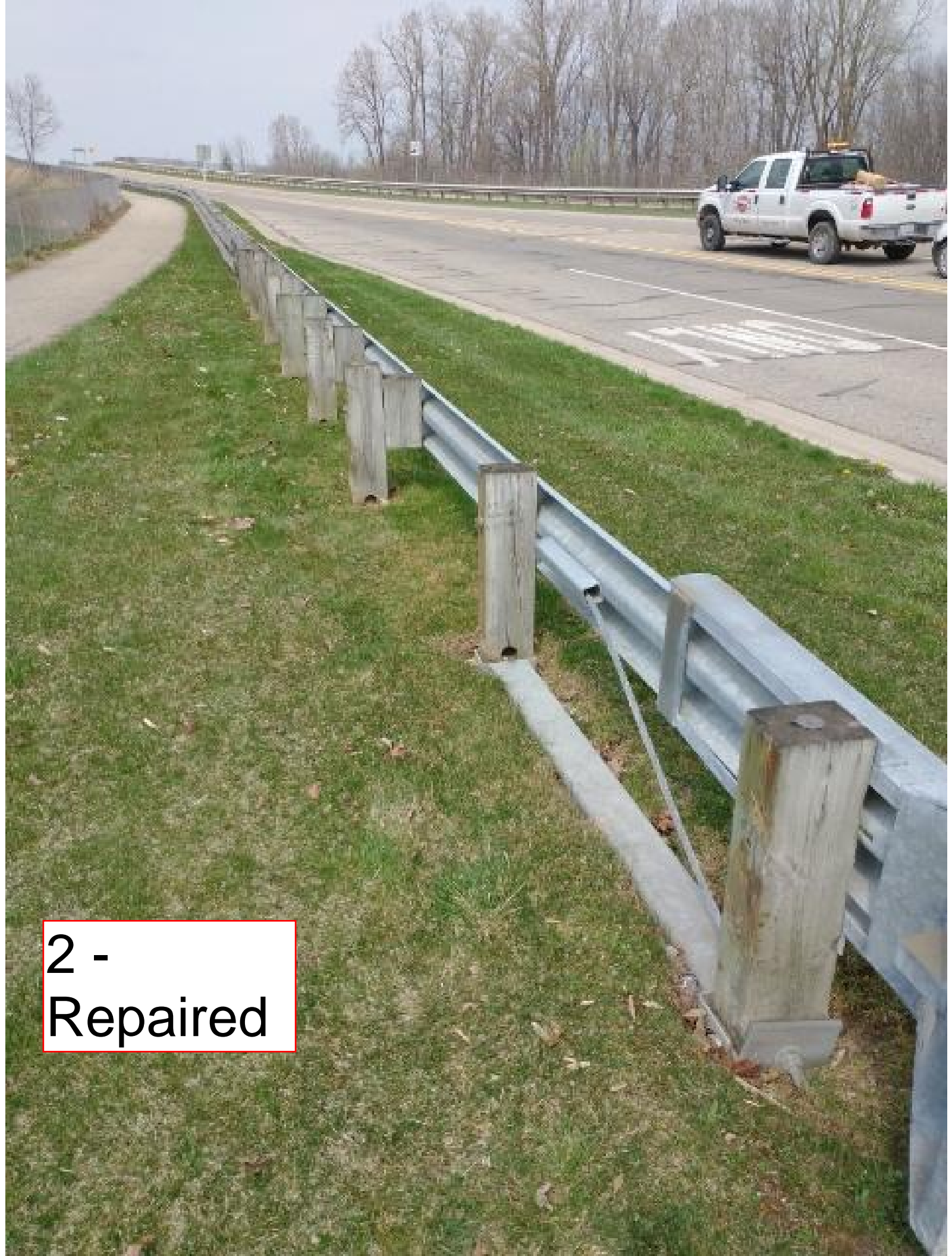


1 -
Repaired



2 - Original





2 -
Repaired

4 - Original



5 - Original



8 -Original



8 - Repaired



12 - Original



12 - Repaired





CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Guardrail Repair and Maintenance Program

NOVI PROJECT NO.: 21-2001
CIP NO.: N/A

PAYMENT NO.: FINAL

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	%
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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	\$ -	

TOTAL FROM THIS SHEET			\$ -	\$ -	\$ -
TOTAL FROM OTHER SHEETS	\$ 100,630.00		\$ 95,317.50	\$ -	\$ 78,167.50
GRAND TOTAL	\$ 100,630.00		\$ 95,317.50	\$ -	\$ 78,167.50 82%



CITY OF NOVI

PURCHASE ORDER NO.

96540

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Guardrail Repair and Maintenance Program
NOVI PROJECT NO.: 21-2001
CIP NO.: N/A
PAYMENT NO.: FINAL

Original Contract Amount: \$ 100,630.00
Change Orders: \$ (5,312.50)
Adjusted Contract Amount to Date: \$ 95,317.50
Total Cost of Work Performed to Date: \$ 78,167.50
MINUS Retainage: \$ -
MINUS Inspection "Crew Days": To Date \$ 0.00
 This Pay \$ 0.00
Net Amt. Earned of Contract and Extra Work to Date: \$ 78,167.50
MINUS L.D.'s: # of days over = \$ -
 \$ amount/day = \$300
Subtotal: \$ 78,167.50
ADD Incentive "Crew Days", if under: \$ -
Subtotal: \$ 78,167.50
MINUS Amount of Previous Payments: \$ 73,401.62
 1 \$ 54,778.50
 2 \$ 14,123.12
 3 \$ 4,500.00
 4 \$ -
 5 \$ -
 6 \$ -
 7 \$ -
 8 \$ -
 9 \$ -
 10 \$ -
BALANCE DUE THIS PAYMENT: \$ **4,765.88**

CHANGE ORDERS

No.	Date	Amount
1	June 8, 2021	\$ 4,550.00
3	June 30, 2021	\$ (9,862.50)
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (5,312.50)

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



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	Guardrail Repair and Maintenance Program	NOVI PROJECT NO.:	21-2001	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Signature box for Matt Wiktorowski]

Matt Wiktorowski, Field Operations Senior Manager
Electronic Signature Certification

[Signature box for RMD Holdings, Ltd./Nationwide]

RMD Holdings, Ltd./Nationwide
CONTRACTOR - Electronic Signature Certification

[Signature box for AECOM-Great Lakes]

AECOM-Great Lakes
CONSULTANT - Electronic Signature Certification

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

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

Owner
Architect
Contractor
Surety
Other

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

Bond No. 013131197

PROJECT: Guardrail Repair and Maintenance
(name, address)

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

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Contract Bond

CONTRACT DATE: 3/22/2021

CONTRACTOR:
RMD Holdings, Ltd. d/b/a Nationwide Construction Group
69951 Lowe Plank Rd.
Richmond, MI 48062

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

, **SURETY COMPANY**

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

RMD Holdings, Ltd. d/b/a Nationwide Construction Group
69951 Lowe Plank Rd.
Richmond, MI 48062

, **CONTRACTOR,**

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

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

, **OWNER,**

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **26th** day of **October, 2021**

Surety Company
Liberty Mutual Insurance Company

Signature of Authorized Representative

Attest:
(Seal):



Susan L. Small, Attorney-in-Fact
Title

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206562-013056

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan P. Chandler; Ian J. Donald; Jeffrey A. Chandler; Kathleen M. Irelan; Meagan L. Reynolds; Robert Trobec; Susan L. Small; Wendy L. Hingson

all of the city of Troy state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of October, 2021



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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 Macomb

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

Vice President of the RMD Holdings, Ltd. dba Nationwide Construction Group,
(Title) (Firm Name)

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

Guardrail Repair & Maintenance Program Project # 21-2001
(Description of Improvement)

located at: City Wide

The total amount of the contract is \$78,167.50 of which I have received payment of \$73,401.62 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.

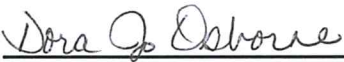
Signed this 26th day of October, 2021

Name: RMD Holdings, Ltd. dba Nationwide Construction Group
(individual/corporation/partnership)

By: 
Andre DeMil - Vice President

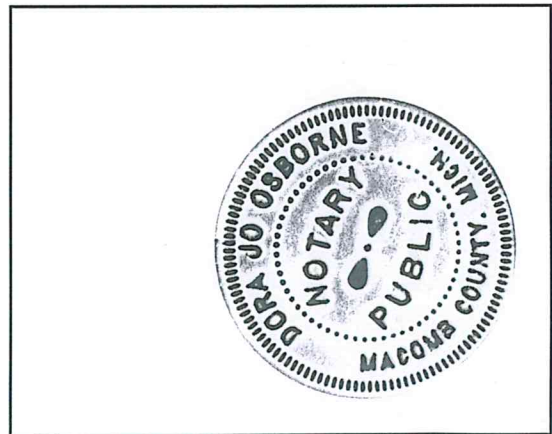
Attest: 
Bryan Muir - Agent

Subscribed and sworn to before me this 26th day of October, 2021

Notary Public: 

DORA JO OSBORNE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Nov 19, 2025
ACTING IN COUNTY OF macomb

NOTARY SEAL





FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with The City of Novi to provide
(Prime Contracting Party)

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

described as Guardrail Repair & Maintenance (City Wide) PO # 000096540
(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: 10/26/2021 _____
(Signature of Lien Claimant)

Andre DeMil
(Printed Name of Lien Claimant)

Vice President
(Title of Lien Claimant)

Company Name: RMD Holdings, Ltd. dba Nationwide Construction Group

Address: 69951 Lowe Plank Road, Richmond, MI 48062

Telephone: 586-749-6900

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