



CITY of NOVI CITY COUNCIL

Agenda Item L
May 9, 2016

SUBJECT: Approval of the final payment to Nagle Paving Company for the 2014 Neighborhood Road Program-Contract 1A project in the amount of \$32,443.25, plus interest earned on retainage.

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

CITY MANAGER APPROVAL: *[Signature]*

| | |
|-----------------------------|---------------------------|
| EXPENDITURE REQUIRED | \$ 32,443.25 |
| AMOUNT BUDGETED | \$ 350,853.00 |
| LINE ITEM NUMBER | 203-203.00-865.434 |

BACKGROUND INFORMATION:

A construction contract for the 2014 Neighborhood Roads-Contract 1 (Asphalt) was awarded to Pavex Corporation in the amount of \$1,166,945. The project included all of the streets in the Haverhill Farms Subdivision as well as the streets listed in the table below. A Notice-to-Proceed was issued to the contractor on August 11, 2014 and the contractor was required to complete the project by November 9, 2014. Unfortunately, the contractor failed to meet the schedule and was only able to complete the work in Haverhill Farms, which was also behind schedule after many delays.

The construction contract allows the City to remove work from the contract. Two change orders removing the incomplete portions of the project were issued in January 2015 resulting in a decrease of \$500,225 for the original Contract 1 project. The remainder of the work was re-bid as 2014 Neighborhood Roads Contract 1A (Asphalt) to Nagle Paving Company and included these streets:

| Road Segment | From | To | Material | Treatment |
|---------------|-----------------|------------------|---------------------|-------------|
| Malott Dr. | Meadowbrook Rd. | W. LeBost Dr. | Asphalt | Reconstruct |
| W. LeBost Dr. | Malott Dr. | 200 feet | Asphalt | Reconstruct |
| Wedgewood Dr. | Pontiac Trail | Springlake Blvd. | Concrete to Asphalt | Reconstruct |

The construction contract was awarded for this project at the February 9, 2015 City Council meeting to Nagle Paving Company in the amount of \$431,235.25.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$32,443.25 that is due the contractor (Final Pay Estimate No. 5, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's April 27, 2016 letter, attached).

There were three (3) approved change order issued for this project resulting in a net decrease of \$59,089.07 from the construction contract, or 13.7% under the awarded amount. The approved change orders resulted in a final contract price of \$372,146.18.

RECOMMENDED ACTION: Approval of the final payment to Nagle Paving Company for the 2014 Neighborhood Road Program-Contract 1A project in the amount of \$32,443.25, plus interest earned on retainage.

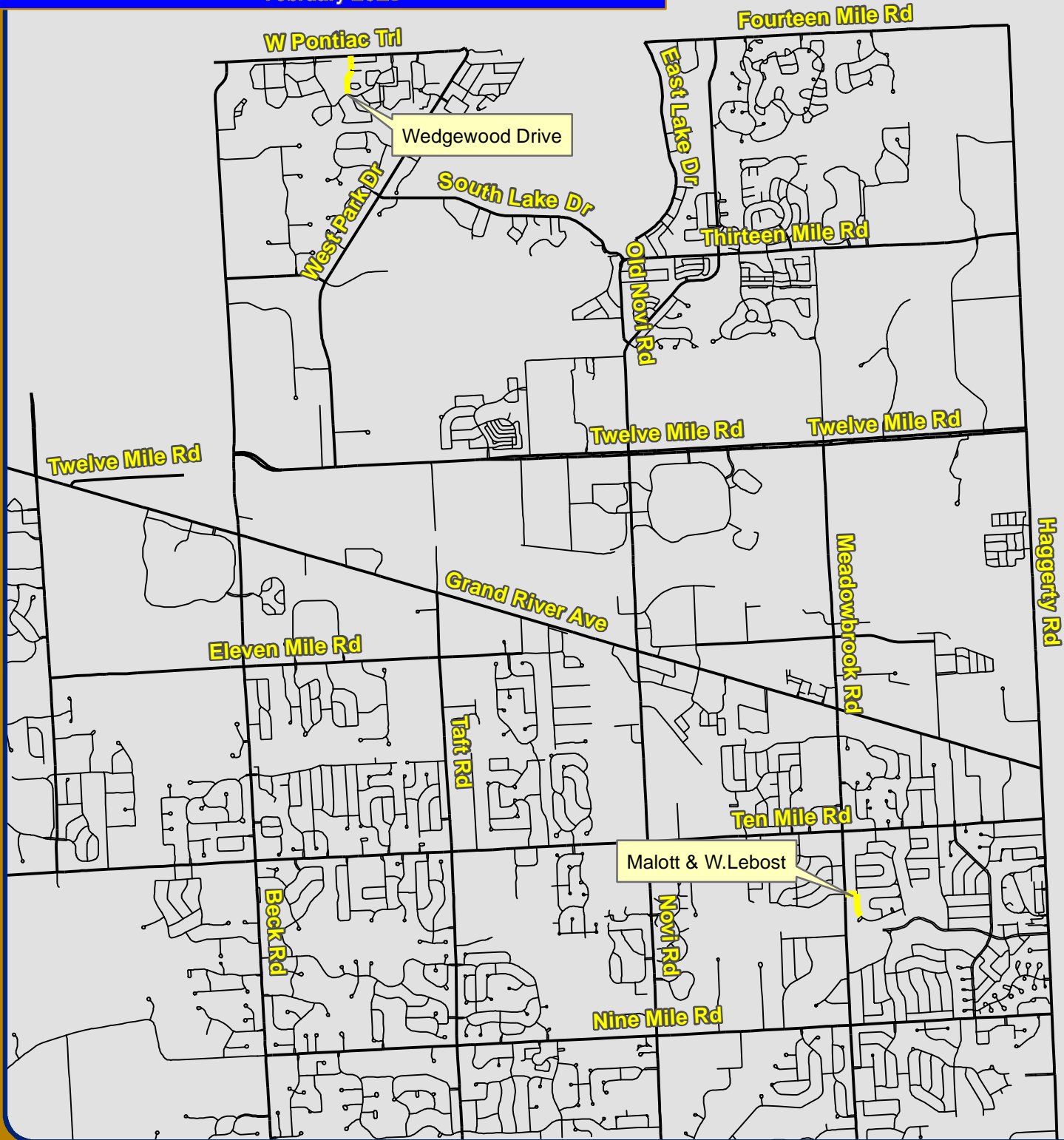
| | 1 | 2 | Y | N |
|-------------------------------|---|---|---|---|
| Mayor Gatt | | | | |
| Mayor Pro Tem Staudt | | | | |
| Council Member Casey | | | | |
| Council Member Markham | | | | |

| | 1 | 2 | Y | N |
|------------------------------|---|---|---|---|
| Council Member Mutch | | | | |
| Council Member Burke | | | | |
| Council Member Wrobel | | | | |

2014 NEIGHBORHOOD ROAD PROGRAM

CONTRACT 1A

February 2015




Map Author: Croy
Date: 2/1/15
Project: 2014 NRP Contract 1A
Version #: v3.0

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 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

 2014 Asphalt



1 inch = 3,850 feet



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

2014 NRP – Asphalt Streets – Contract 1A



Wedgewood Drive – Looking north from Springlake Boulevard.



Wedgewood Drive – Looking south from Pontiac Trail.



Wedgewood Drive – Looking south



Malott Drive – Looking west towards Meadowbrook Road.



West LeBost Drive – Looking south.



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

April 27, 2016

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

**Re: 2014 Neighborhood Roads Program – Asphalt 1A – Nagle Paving
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2014 Neighborhood Roads- Asphalt 1A- Project:

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 amount is adequate on the basis that the contract price was not increased during the term of the contract. The General Contractor must provide its final waiver of lien 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 Kudla Saarela

Aaron Staup, Construction Engineering Coordinator
April 27, 2016
Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
John E. Becht, Nagle Paving (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due This Payment = \$ 32,443.25

PURCHASE ORDER NO.

94446

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

APPLICATION FOR FINAL PAYMENT

| | | |
|--|--|--|
| PROJECT: 2014 NRP - Asphalt Contract 1A | NOVI PROJECT NO.: 15-2101 | PAYMENT NO.: FINAL |
| OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375 | ENGINEER: Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400 | CONTRACTOR: Nagle Paving Company 39525 W. 13 Mile, Suite 300 Novi, Michigan 48377 (248) 553-0600 |
| CONTRACT AMOUNT | FINAL COMPLETION DATES | DATES OF ESTIMATE |
| ORIGINAL: \$431,235.25 | ORIGINAL: June 27, 2015 | FROM: September 18, 2015 |
| REVISED: \$372,146.18 | REVISED: July 13, 2015 | TO: Completion |
| | ACTUAL: September 23, 2015 | |

SECTION 1.

COST OF COMPLETED WORK TO DATE

| Item No. | 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 | 37.00 | \$ 640.00 | \$ 23,680.00 | 37.00 | \$ 640.00 | \$ 23,680.00 | | | | 60.25 | \$ 38,560.00 | 163% |
| 1 | Bonds, Insurance & Mobilization | LS | 1.00 | \$ 14,000.00 | \$ 14,000.00 | 1.00 | \$ 14,000.00 | \$ 14,000.00 | | | | 1.00 | \$ 14,000.00 | 100% |
| 2 | Pre-Construction Audio/Video | LS | 1.00 | \$ 1,200.00 | \$ 1,200.00 | 1.00 | \$ 1,200.00 | \$ 1,200.00 | | | | 1.00 | \$ 1,200.00 | 100% |
| 3 | Soil Erosion Control Measures | LS | 1.00 | \$ 5,200.00 | \$ 5,200.00 | 1.00 | \$ 5,200.00 | \$ 5,200.00 | 0.50 | \$ 2,600.00 | 50% | 1.00 | \$ 5,200.00 | 100% |
| 4 | Maintaining Traffic | LS | 1.00 | \$ 6,000.00 | \$ 6,000.00 | 1.00 | \$ 6,000.00 | \$ 6,000.00 | | | | 1.00 | \$ 6,000.00 | 100% |
| 5 | Tree Protection Fencing | LF | 1158.00 | \$ 3.00 | \$ 3,474.00 | 940.00 | \$ 3.00 | \$ 2,820.00 | | | | 940.00 | \$ 2,820.00 | 100% |
| 6 | Remove Sidewalk | SF | 900.00 | \$ 1.00 | \$ 900.00 | 1266.41 | \$ 1.00 | \$ 1,266.41 | | | | 1266.41 | \$ 1,266.41 | 100% |
| 7 | HMA Surface, Remove | SY | 1400.00 | \$ 3.50 | \$ 4,900.00 | 1251.41 | \$ 3.50 | \$ 4,379.94 | | | | 1251.41 | \$ 4,379.94 | 100% |
| 8 | Pavement, Remove | SY | 3815.00 | \$ 6.00 | \$ 22,890.00 | 3375.42 | \$ 6.00 | \$ 20,252.52 | | | | 3375.42 | \$ 20,252.52 | 100% |
| 9 | Excavation, Earth | CY | 2380.00 | \$ 14.00 | \$ 33,320.00 | 1914.42 | \$ 14.00 | \$ 26,801.88 | | | | 1914.42 | \$ 26,801.88 | 100% |
| 10 | Subgrade Undercut (as needed) | CY | 700.00 | \$ 40.00 | \$ 28,000.00 | 378.03 | \$ 40.00 | \$ 15,121.20 | | | | 378.03 | \$ 15,121.20 | 100% |
| 11 | Aggregate Base, 6-inch | SY | 1325.00 | \$ 7.50 | \$ 9,937.50 | 988.28 | \$ 7.50 | \$ 7,412.10 | | | | 988.28 | \$ 7,412.10 | 100% |
| 12 | Aggregate Base, 8-inch | SY | 5695.00 | \$ 7.50 | \$ 42,712.50 | 4914.23 | \$ 7.50 | \$ 36,856.73 | 354.67 | \$ 2,660.03 | 7% | 4914.23 | \$ 36,856.73 | 100% |
| 13 | Geogrid | SY | 4435.00 | \$ 4.05 | \$ 17,961.75 | 4435.00 | \$ 4.05 | \$ 17,961.75 | | | | 4435.00 | \$ 17,961.75 | 100% |
| 14 | Underdrain, 6-inch, w/Geowrap | LF | 3075.00 | \$ 12.00 | \$ 36,900.00 | 2568.00 | \$ 12.00 | \$ 30,816.00 | | | | 2568.00 | \$ 30,816.00 | 100% |
| 15 | Driveway Opening, Conc, Det M | LF | 404.00 | \$ 15.00 | \$ 6,060.00 | 288.50 | \$ 15.00 | \$ 4,327.50 | | | | 288.50 | \$ 4,327.50 | 100% |
| 16 | Curb and Gutter, Conc, Det F-2 | LF | 2221.00 | \$ 13.50 | \$ 29,983.50 | 2045.50 | \$ 13.50 | \$ 27,614.25 | | | | 2045.50 | \$ 27,614.25 | 100% |
| 17 | HMA, 3C | TON | 550.00 | \$ 72.50 | \$ 39,875.00 | 473.52 | \$ 72.50 | \$ 34,330.20 | | | | 473.52 | \$ 34,330.20 | 100% |
| 18 | HMA, 5E1 | TON | 540.00 | \$ 80.00 | \$ 43,200.00 | 449.86 | \$ 80.00 | \$ 35,988.80 | | | | 449.86 | \$ 35,988.80 | 100% |
| 19 | Interlayer | SY | 4310.00 | \$ 4.50 | \$ 19,395.00 | 3809.56 | \$ 4.50 | \$ 17,143.02 | | | | 3809.56 | \$ 17,143.02 | 100% |
| 20 | Sidewalk Grading | STA | 13.90 | \$ 700.00 | \$ 9,730.00 | 13.90 | \$ 700.00 | \$ 9,730.00 | | | | 13.90 | \$ 9,730.00 | 100% |
| 21 | Sidewalk, Conc, 4-inch | SF | 7640.00 | \$ 3.40 | \$ 25,976.00 | 7929.38 | \$ 3.40 | \$ 26,959.89 | | | | 7929.38 | \$ 26,959.89 | 100% |
| 22 | ADA Ramp, Conc, 6-inch | SF | 1140.00 | \$ 5.50 | \$ 6,270.00 | 583.00 | \$ 5.50 | \$ 3,206.50 | | | | 583.00 | \$ 3,206.50 | 100% |
| 23 | ADA Detectable Warning Plate | SF | 50.00 | \$ 22.00 | \$ 1,100.00 | 50.00 | \$ 22.00 | \$ 1,100.00 | | | | 50.00 | \$ 1,100.00 | 100% |
| 24 | Str Rehab Type 1: Point Up | EA | 2.00 | \$ 250.00 | \$ 500.00 | 3.00 | \$ 220.00 | \$ 750.00 | | | | 3.00 | \$ 750.00 | 100% |
| TOTAL THIS SHEET | | | | \$ | 409,485.25 | | \$ | 351,238.68 | \$ | 5,260.03 | | \$ | 351,238.68 | 100% |



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 NRP - Asphalt Contract 1A

NOVI PROJECT NO.: 15-2101

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 | % |
| 30 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 31 | Lebost Culvert Replacement | LS | 0 | 0 | 1.00 | \$ 3,007.50 | \$ 3,007.50 | | | | 1.00 | \$ 3,007.50 | 100% |
| 32 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 33 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 34 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 35 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 36 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 37 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 38 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 39 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 40 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 41 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 42 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 43 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 44 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 45 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 46 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 47 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 48 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 49 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 50 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 51 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 52 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 53 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 54 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 55 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 56 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 57 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| TOTAL FROM THIS SHEET | | | | | | | \$ 3,007.50 | | \$ - | | | \$ 3,007.50 | |
| TOTAL FROM OTHER SHEETS | | | | | \$ 431,235.25 | | \$ 369,138.68 | | \$ 10,760.03 | | | \$ 369,138.68 | |
| GRAND TOTAL | | | | | \$ 431,235.25 | | \$ 372,146.18 | | \$ 10,760.03 | | | \$ 372,146.18 | 100% |



CITY OF NOVI

PURCHASE ORDER NO.

94446

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 NRP - Asphalt Contract 1A NOVI PROJECT NO.: 15-2101 PAYMENT NO.: FINAL

| | | |
|---|-----------|------------------|
| Original Contract Amount: | \$ | 431,235.25 |
| Change Orders: | \$ | (59,089.07) |
| Adjusted Contract Amount to Date: | \$ | 372,146.18 |
| Total Cost of Work Performed to Date: | \$ | 372,146.18 |
| MINUS Retainage: | \$ | - |
| MINUS Inspection "Crew Days": | \$ | 14,880.00 |
| Net Amt. Earned of Contract and Extra Work to Date: | \$ | 357,266.18 |
| MINUS L.D.'s: | \$ | - |
| Subtotal: | \$ | 357,266.18 |
| ADD Incentive "Crew Days", if under: | \$ | - |
| Subtotal: | \$ | 357,266.18 |
| MINUS Amount of Previous Payments: | \$ | 324,822.93 |
| 1 \$ | | 47,036.30 |
| 2 \$ | | 69,153.10 |
| 3 \$ | | 135,343.97 |
| 4 \$ | | 73,289.56 |
| 5 \$ | | - |
| 6 \$ | | - |
| 7 \$ | | - |
| 8 \$ | | - |
| 9 \$ | | - |
| 10 \$ | | - |
| BALANCE DUE THIS PAYMENT: | \$ | 32,443.25 |

CHANGE ORDERS

| No. | Date | Amount |
|---------------|-------------------|-----------------------|
| 1 | June 1, 2015 | \$ 3,007.50 |
| 2 | August 20, 2015 | \$ (578.20) |
| 3 | December 12, 2015 | \$ (61,518.37) |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| TOTAL: | | \$ (59,089.07) |

| | |
|--|--------|
| Inspection "Crew Days" Allowed per Contract: | 37.00 |
| Additional "Crew Days" per Change Orders: | 0.00 |
| Total Inspection "Crew Days" Allowed: | 37.00 |
| Inspection "Crew Days" Used to Date: | 60.25 |
| Inspection "Crew Days" Remaining: | -23.25 |



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: 2014 NRP - Asphalt Contract 1A

NOVI PROJECT NO.: 15-2101

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

[Handwritten signature of Aaron J. Staup]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 4/26/16

Digitally signed by Brian Coburn
DN: cn=Brian Coburn, o=City of Novi, ou=Department of Public Services, email=bcoburn@cityofnovi.org, c=US
Date: 2016.04.27 16:24:29 -04'00'

[Handwritten signature of Brian Coburn]

By: Brian Coburn, PE., Engineering Senior Manager

Dated: _____

Nagle Paving Company
Contractor Company

[Handwritten signature of Ken Nagle]

Contractor Authorized Signature

By: Ken Nagle
Print Name

Date: 3-1-16

Spalding DeDecker & Associates
Consultant Firm

[Handwritten signature of Brian Decker]

Consultant Authorized Signature

By: Brian Decker
Print Name

Date: 03/29/2016

[] 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 G307**

Owner
Architect
Contractor
Surety
Other

Bond No 929606865

PROJECT: 2014 Neighborhood Road Program - Asphalt - Contract 1A
(name, address)

TO: (Owner)
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/10/2015

CONTRACTOR:
Nagle Paving Company
39525 West 13 Mile Road
Novi, MI 48377

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

Western Surety Company
One Towne Square, Suite 1075
Southfield, MI 48076

, SURETY COMPANY

on bond of their insert name and address of Contractor)

Nagle Paving Company
39525 West 13 Mile Road
Novi, MI 48377

, 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 their 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 **16th** day of **December, 2015**

Surety Company
Western Surety Company

Signature of Authorized Representative

Attest:
ISC:HE

Susan L Small, Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G306, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND LIABILITIES, Current Edition

AIA DOCUMENT G307, CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1979 EDITION, AIA

ONE

PAGE
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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

Steven K Brandon, T J Griffin, William A Pirret, John L Budde, Terence J Griffin, Susan L Small, Patrick Williams, Individually

of Farmington Hills, 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 25th day of June, 2015.

WESTERN SURETY COMPANY

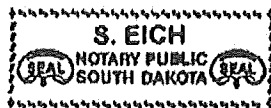


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of June, 2015, 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
February 12, 2021



S. Eich
S. Eich, 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 16 day of December, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. 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, and 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.

SWORN STATEMENT

STATE OF MICHIGAN)
)SS
 COUNTY OF OAKLAND)

Rob Nagle, being duly sworn, deposes and says:

That he makes Sworn Statement on behalf of NAGLE PAVING who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County Michigan, and described as follows: (Insert legal description from Notice of Commencement)
 Novi Neighborhood Roads

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner of lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names as follows:

| Name of subcontractor, supplier or laborer | Type of improvement furnished | Total contract price | Amount already paid | Amount currently owing | Balance to complete (opt) | Amt of labor wages due but unpaid | Amt of labor fringe benefits & withholdings due but unpaid |
|--|-------------------------------|--|---------------------|------------------------|---------------------------|-----------------------------------|--|
| Nagle Paving | Asphalt Paving | 313,011.18 | 280,567.93 | 32,443.25 | 0.00 | 0.00 | 0.00 |
| Road Fabrics ✓ | Interlayer | 16,348.00 | 16,348.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CSI Geoturf ✓ | Geogrid | 22,162.00 | 22,162.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Gaz Contracting ✓ | Sawcutting | 1,275.00 | 1,275.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Tyler Companies ✓ | Landscape | 4,470.00 | 4,470.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Nagle Paving | Paving | All labor, fringes, payroll taxes and other payroll obligations paid in full | | | | | |
| TOTALS | | 357,266.18 | 324,822.93 | 32,443.25 | 0.00 | 0.00 | 0.00 |

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

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Vice President of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.


WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DEIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.



 Deponent

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

Subscribed and sworn to before me this 7th
 Day of March, 2016



 Notary Public

DAWN M. CONLON
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF MACOMB
 My Commission Expires Dec. 27, 2018
 Acting in the County of Macomb

Macomb County, Michigan

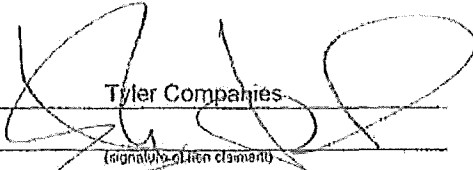
My commission expires: 12- 27- 2018

FULL UNCONDITIONAL WAIVER

My/our contract with Nagle Paving
(other contracting party)
to provide Landscape Restoration

for the improvement to the property described as: Novi Roads

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

By: 
(signature of lien claimant)

Address: PO Box 930617

Wixom, MI 48393

Telephone: 248 882 5303

Signed on: 3-4-2014
(date)

TODD HOAL
PRESIDENT

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

THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

FULL UNCONDITIONAL WAIVER

My/our contract with Nagle Paving
(other contracting party)
to provide saw cutting

for the improvement to the property described as: Novi Roads

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

By: GAZ Contracting
Joe Gazdecki
(Signature of Claimant)
Address: 31095 Schoolcraft
Livonia, MI 48150
Telephone: 734 425 1555

Signed on: 3-3-16
(date)

JOE GAZDECKI
PRESIDENT

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

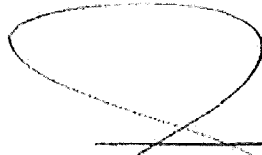
THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

FULL UNCONDITIONAL WAIVER

My/our contract with Nagle Paving Company
(other contracting party)
to provide Geogrid Materials

for the improvement to the property described as: Novi Neighborhood Roads

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



By: CSII/Geoturf
(signature of lien claimant)

Address: P.O. Box 668
Highland, MI 48357

Telephone: 248 887 6767 phone 248 887 0855

Signed on: 3/3/16
(date)

Tom Robinson
Contractor

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FULL UNCONDITIONAL WAIVER

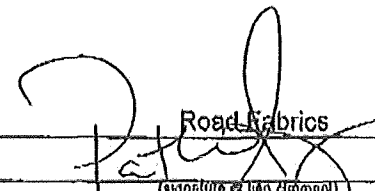
My/our contract with Nagle Paving
(other contracting party)

to provide paving grade fabric

for the improvement to the property described as:

Novi Neighborhood Roads

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

By: 
(signature of authorized person)

Address: PO Box 87380

Carol Stream, IL 60188-7380

Telephone: (630) 293 3111

Signed on: 3-3-16
(date)

PAT WOJTOWICZ
CONTROLLER

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

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