



CITY of NOVI CITY COUNCIL

**Agenda Item H
February 5, 2018**

SUBJECT: Approval of the final payment to Mattioli Cement Company, LLC, for the 2017 Neighborhood Road Program - Concrete Streets (Contract 1) project in the amount of \$47,999.70, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 35,430.08 NRP Concrete Contract 1 (FY 17-18) \$ 12,569.62 Concrete Panel Repair Program (FY 17-18) \$ 47,999.70
AMOUNT BUDGETED	\$ 950,000.00 NRP Contract 1 (FY 17-18) \$ 550,000.00 CPR Program (FY 17-18) \$ 1,500,000.00
LINE ITEM NUMBER	203-203.00-864.181 102-01 NRP Concrete Contract 1 (FY 17-18) 210-211.00-985.002 FLD039 Concrete Panel Repair Program

BACKGROUND INFORMATION:

Each year, the City selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on PASER ratings, staff's field observations, and resident concerns for the Neighborhood Road Programs. Spalding DeDecker (SDA), City engineering consultants, helped develop a list of streets for the 2017 Neighborhood Road Program (NRP). In order to be more fiscally responsible, the City developed an additional program to address streets in a more discrete way that do not require a more intensive Neighborhood Road Program method, called the Concrete Panel Replacement (CPR) Program. The repairs (or panel replacements) were categorized into priorities (Priority 1 being the panels in the worst condition through Priority 3 being in a better condition). The intent of this program was to address Priority 1 panels first and repairing Priority 2 panels which are in close proximity. The table below and attached map shows general locations of streets that were worked on during this program.

NRP or CPR	Street Segment	From	To	Treatment
NRP	Kingspointe Dr.	10 Mile Rd.	Queenspointe Dr.	Reconstruct
CPR	Kingspointe Dr.	Queenspointe Dr.	Cherry Hill Rd.	Panel Repair
NRP	Park Ridge Rd.	Kingspointe Dr.	Queenspointe Dr.	Reconstruct

CPR	Queenspointe Dr.	Park Ridge Rd.	Kingspointe Dr.	Panel Repair
CPR	Cherry Hill Rd.	Kingspointe Dr.	Ridge Road W.	Panel Repair
NRP	Moorgate St.	White Pines Dr.	Havergale Dr.	Reconstruct
CPR	Summer Ln.	Sunnybrook Ln.	Autumn Pk. Blvd.	Panel Repair
CPR	Kimberly Ct.	Devonshire Dr.	End	Panel Repair
CPR	Randall Ct.	White Pines Dr.	White Pines Dr.	Panel Repair
CPR	Foxmoor Dr.	White Pines Dr.	Colony Ct.	Panel Repair
NRP	Irvine Dr.	Moorgate St.	End	Reconstruct
CPR	Porter St.	Dunbarton Dr.	Fuller Dr.	Panel Repair
CPR	Bertram Dr.	White Pines Dr.	Dunbarton Dr.	Panel Repair

The construction contract was awarded for this project at the May 22, 2017 City Council meeting to Mattioli Cement Company, LLC in the amount of \$1,030,271.59.

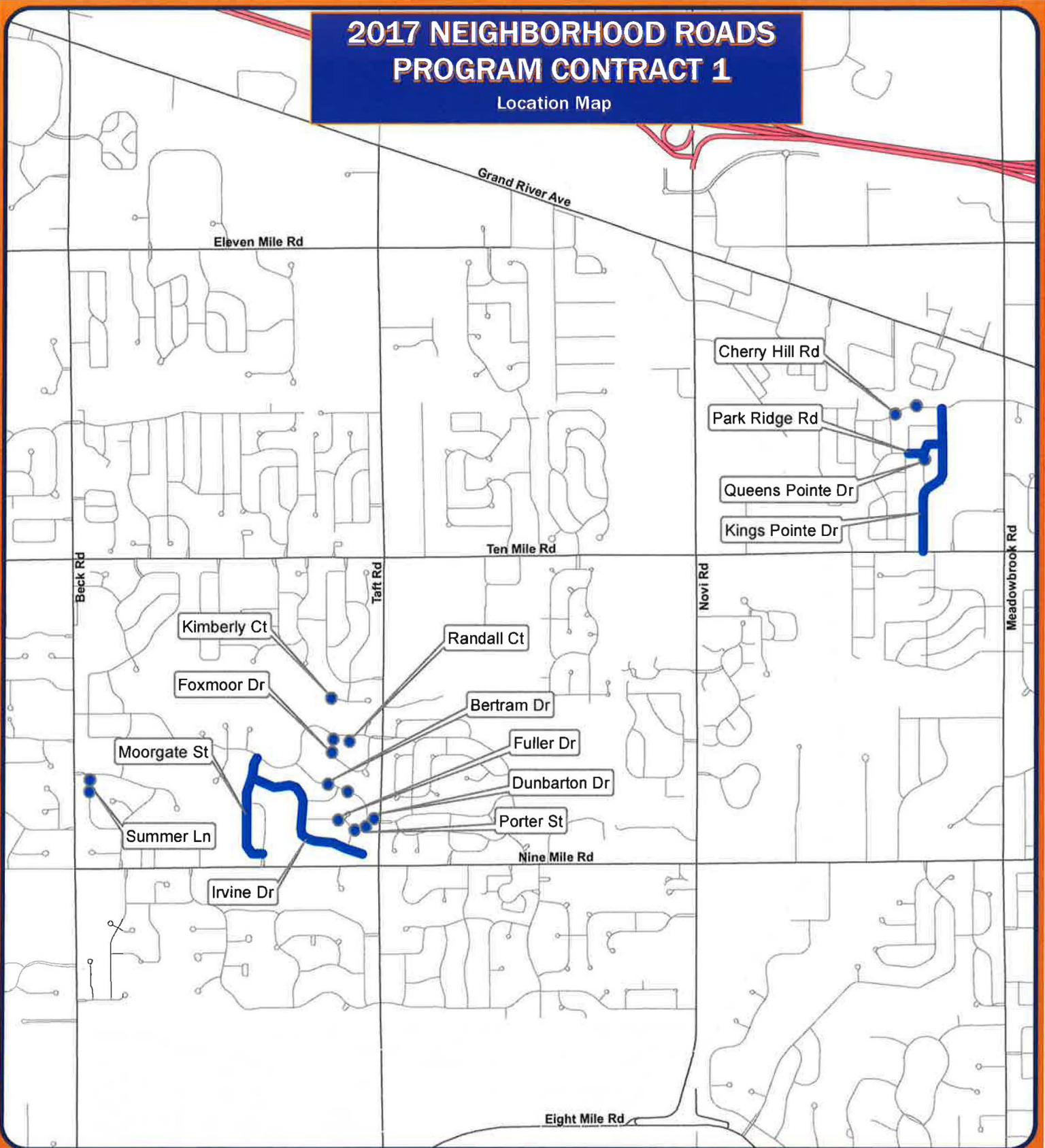
There was one (1) approved change order issued for this project resulting in a decrease of \$70,277.35 to the construction contract, or 6.8% under the awarded amount. The approved change order resulted in a final contract price of \$959,994.24.

Engineering staff worked with SDA to review and verify the final contract payment amount of \$47,999.70 that is due to the contractor (Final Pay Estimate No. 9, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, January 19, 2018).

RECOMMENDED ACTION: Approval of the final payment to Mattioli Cement Company, LLC, for the 2017 Neighborhood Road Program - Concrete Streets (Contract 1) project in the amount of \$47,999.70, plus interest earned on retainage.

2017 NEIGHBORHOOD ROADS PROGRAM CONTRACT 1

Location Map



Map Author: J. Mathias
Date: 4/20/17

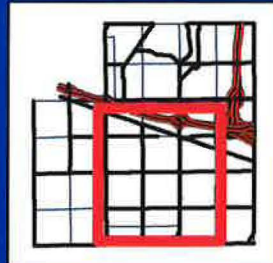
Amended By:
Date:
Department:

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 outlined in Michigan Public Act 132 of 1976 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- Neighborhood Roads Program
- Concrete Panel Program



City of Novi

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



2017 NRP – CONCRETE STREETS (CONTRACT 1)



Pre-Construction photo example of the southbound lanes of Kings Pointe Drive boulevard at 10 Mile



Post-Construction photo example of Moorgate Street, looking north from Havergale Street



JOHNSON ROSATI SCHULT'Z 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

January 19, 2018

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

Re: 2017 Neighborhood Roads – Concrete (Contract 1) – Mattoli Cement Company, LLC - Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for 2017 Neighborhood Roads – Concrete (Contract 1):

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 Maintenance Bond previously submitted with the Contract is sufficient to cover the final project cost. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien at the time it receives final payment.

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

Aaron Staup, Construction Engineer
January 19, 2018
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Very truly yours,

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



Elizabeth Kudla Saarela

Enclosures

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



CITY OF NOVI

Balance Due This Payment = \$ 47,999.70

PURCHASE ORDER NO.

95146

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

APPLICATION FOR FINAL PAYMENT

PROJECT:	2017 NRP - Concrete (Contract 1) & Concrete Panel Replacement	NOVI PROJECT NO.:	17-2101	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:	Mattioli Cement Company, LLC 6085 McGuire Road Fenton, Michigan 48430 (313) 215-1001
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$1,030,271.59	ORIGINAL:	October 17, 2017	FROM:	November 16, 2017
REVISED:	\$959,994.24	ACTUAL:		TO:	January 12, 2018

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - NRP Concrete GL#203-203.00-364.181		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	82.00	\$ 640.00	\$ 52,480.00	82.00	\$ 640.00	\$ 52,480.00				82.50	\$ 52,800.00	101%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	\$ 40,000.00				1.00	\$ 40,000.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
3	Soil Erosion Control Measures	LS	1.00	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	\$ 6,000.00				1.00	\$ 6,000.00	100%
4	Maintaining Traffic	LS	1.00	\$ 4,700.00	\$ 4,700.00	1.00	\$ 4,700.00	\$ 4,700.00				1.00	\$ 4,700.00	100%
5	Tree Protection Fencing	LF	100.00	\$ 7.00	\$ 700.00	0.00	\$ 7.00	\$ -				0.00	\$ -	
6	Sidewalk, Remove	SF	5029.00	\$ 1.00	\$ 5,029.00	3911.14	\$ 1.00	\$ 3,911.14				3911.14	\$ 3,911.14	100%
7	Pavement, Remove	SY	8381.00	\$ 9.00	\$ 75,429.00	8305.11	\$ 9.00	\$ 74,745.99				8305.11	\$ 74,745.99	100%
8	Curb and Gutter, Conc, Remove	LF	100.00	\$ 10.00	\$ 1,000.00	71.50	\$ 10.00	\$ 715.00				71.50	\$ 715.00	100%
9	Subgrade Undercut (As Needed)	CY	300.00	\$ 50.00	\$ 15,000.00	86.88	\$ 50.00	\$ 4,344.00				86.88	\$ 4,344.00	100%
10	Agg Base, 6-inch, Limestone	SY	524.00	\$ 12.50	\$ 6,550.00	376.58	\$ 12.50	\$ 4,707.25				376.58	\$ 4,707.25	100%
11	Agg Base, 8-inch	SY	8234.00	\$ 9.00	\$ 74,106.00	8651.12	\$ 9.00	\$ 77,860.08				8651.12	\$ 77,860.08	100%
12	Underdrain, 6-inch w/ Geo Tr. Wrp	LF	7800.00	\$ 15.00	\$ 117,000.00	4294.00	\$ 15.00	\$ 64,410.00				4294.00	\$ 64,410.00	100%
13	Conc Pvmnt w/ Intergral, 9", Mod.	SY	8234.00	\$ 44.07	\$ 362,872.38	8612.74	\$ 44.07	\$ 379,563.45				8612.74	\$ 379,563.45	100%
14	Driveway, Nonreinf Conc, 6-inch	SY	147.00	\$ 59.00	\$ 8,673.00	79.72	\$ 59.00	\$ 4,703.48				79.72	\$ 4,703.48	100%
15	Resawing & Sealing Pvmnt Joints	LF	1800.00	\$ 1.25	\$ 2,250.00	1742.70	\$ 1.25	\$ 2,178.38				1742.70	\$ 2,178.38	100%
16	Curb and Gutter, Conc, Modified	LF	100.00	\$ 35.00	\$ 3,500.00	71.50	\$ 35.00	\$ 2,502.50				71.50	\$ 2,502.50	100%
17	ADA Ramp, Conc, 6-inch	SF	4713.00	\$ 6.45	\$ 30,398.85	3014.19	\$ 6.45	\$ 19,441.53				3014.19	\$ 19,441.53	100%
18	ADA Detectable Warning Plate	SF	274.00	\$ 15.25	\$ 4,178.50	120.00	\$ 15.25	\$ 1,830.00				120.00	\$ 1,830.00	100%
19	Str Rehab Type 1: Point-Up	EA	2.00	\$ 395.00	\$ 790.00	4.00	\$ 395.00	\$ 1,580.00				4.00	\$ 1,580.00	100%
20	Str Rehab Type 2: Cover Adjust	EA	31.00	\$ 595.00	\$ 18,445.00	9.00	\$ 595.00	\$ 5,355.00				9.00	\$ 5,355.00	100%
21	Str Rehab Type 3: Reconstruct	EA	5.00	\$ 1,200.00	\$ 6,000.00	2.00	\$ 1,200.00	\$ 2,400.00				2.00	\$ 2,400.00	100%
22	Structure Cover, Type A	EA	38.00	\$ 795.00	\$ 30,210.00	1.00	\$ 795.00	\$ 795.00				1.00	\$ 795.00	100%
23	Structure Cover, Type WM	EA	1.00	\$ 795.00	\$ 795.00	0.00	\$ 795.00	\$ -				0.00	\$ -	
24	Pvmnt Mrkg, Poly, 18", Stop Bar	LF	132.00	\$ 17.80	\$ 2,349.60	54.00	\$ 17.80	\$ 961.20				54.00	\$ 961.20	100%

TOTAL THIS SHEET

\$ 818,476.33

\$ 705,203.99

\$ -

\$ 705,203.99

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 NRP - Concrete (Contract 1)

NOVI PROJECT NO.: 17-2101

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	%
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	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ -		\$ -		\$ -		
TOTAL FROM OTHER SHEETS					\$ 1,030,271.59		\$ 959,994.24		\$ -		\$ 959,994.24		
GRAND TOTAL					\$ 1,030,271.59		\$ 959,994.24		\$ -		\$ 959,994.24		100%



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: 2017 NRP - Concrete (Contract 1) NOVI PROJECT NO.: 17-2101 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

john mattioli

Mattioli Cement Company, LLC
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: 2018.01.18 12:42:51 -05'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Ghassan K. Dahoui Ghassan K. Dahoui
Jan 18 2018 11:10 AM
cosign

Spalding DeDecker & Associates
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: 2018.01.18 12:45:45 -05'00'

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.



Bond No. 54217678

United Fire & Casualty Company

118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909

**CONSENT OF SURETY
TO FINAL PAYMENT**

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

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CITY OF NOVI DEPT OF PUBLIC SERVICE 26300 LEE BEGOLE DR
NOVI MI 48375

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

2017 NEIGHBORHOOD ROADS PROGRAM - CONCRETE CONTRACT 1

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

on bond of
(Insert name and address of Contractor)

MATTIOLI CEMENT CO LLC
6085 MCGUIRE RD FENTON MI 48430

, CONTRACTOR,

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

CITY OF NOVI DEPT OF PUBLIC SERVICE 26300 LEE BEGOLE DR NOVI MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 01/08/2018
(Insert in writing the month followed by the numeric date and year.)

UNITED FIRE & CASUALTY COMPANY

(Surety)

(Signature of authorized representative)

Dan Cusenza, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Richard Livingston



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

Bond No.: 54217678
 Oblige: CITY OF NOVI DEPT OF PUBLIC SERVICE 26300 LEE
 BEGOLE DR NOVI, MI 48375

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

JOHN T. FOSTER, JAMES N. SLEAR, DAN CUSENZA, HEATHER BUONODONO, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire May 9th, 2018 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

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

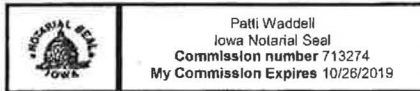
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 8th day of January, 2018



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

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:
 On this 8th day of January, 2018 before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.
 this 8th day of January, 2018



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

BPOA0053 1217

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

SWORN STATEMENT

STATE OF MICHIGAN) SS:
 COUNTY OF Livingston)

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

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

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

Name, Address & Phone No. of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amt. Already Paid	Amt. Currently Owng	Balance to Complete (optional)	Laborer Wages Due but Unpaid (\$)	Fringe Benefits & Withholdings Due but Unpaid (\$)
Milford Redimix ✓	Concrete	—	—	⊘			
Mich. Joint Sealing ✓	Joint Sealing	—	—	⊘			
Finishing Touch ✓	Gravel work	—	—	⊘			
TOTALS:							

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

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

audio video survey for the improvement of the property
(Type of Contract)

described as 2017 Neighborhood Road Program, DUVI
(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 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 or one of us, the owner, lessee, or designee may not rely upon it without contacting me or one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 11/8/18 _____
C. Hurley
(Signature of Lien Claimant)

C. HURLEY
(Printed Name of Lien Claimant)

OFFICER
(Title of Lien Claimant)



Company Name: FINISHING TOUGH
PHOTO & VIDEO
Address: 25095 25 MILE RD.
CHESTERFIELD, MI 48051
Telephone: (586) 749-3340

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

JOINT SEALING for the improvement of the property
(Type of service)

described as Patches in Novi
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 1/9/18 Kimberly Sinschke
(Signature of Lien Claimant)

Kimberly Sinschke
(Printed Name of Lien Claimant)

P.O.A. (Power of Attorney)
(Title of Lien Claimant)

Company Name: Michigan Joint Sealers, Inc.

Address: 28830 W. 8th St #103 Farmington Hills, MI

Telephone: 248-446-4120

48836

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MILFORD



800 CONCRETE DRIVE
MILFORD, MICHIGAN 48381
Phone (248) 684-1465
Fax (248) 684-2150

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH John Mattioli
(other contracting party)

TO PROVIDE Concrete

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Novi Road Contract Paving Contract 1

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

Milford Redi-Mix Co.
Charles K. Shorr
(signature of lien claimant)
Charles K. Shorr, V. Pres.

SIGNED ON: 12/4/2017

ADDRESS: 800 Concrete Dr.
Milford, MI 48381

TELEPHONE: 248-684/-1465

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