

## CITY of NOVI CITY COUNCIL

# Agenda Item H August 14, 2017

SUBJECT: Approval of the final payment to Fiore Enterprises, LLC for the 2016 Neighborhood Road Program – Concrete Streets (Contract 2) project in the amount of \$54,165.26, plus interest earned on retainage.

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

CITY MANAGER APPROVAL:



EXPENDITURE REQUIRED	\$ 54,165.26
AMOUNT BUDGETED	\$ 103,972 (Fire Station 4)(FY 2016-27 Budget)
	\$ 2,243,550 (2016 Neighborhood Roads)(FY
	2016-17 Budget)
	\$ 2,347,522 Total
LINE ITEM NUMBER	101-442.10-981.002 (Fire Station 4)
	203-203.00-865.436 (2016 Neighborhood Roads)

#### **BACKGROUND INFORMATION:**

Each year, the City of Novi selects residential streets for reconstruction, repaying, repair, and/or rehabilitation based on PASER ratings, staff's field observations and resident concerns. City staff worked with our consultant, AECOM (URS Corporation-Great Lakes), to develop a list of streets for the 2016 program. This contract (Contract 2) included rehabilitation and reconstruction of selected segments of Applecrest Drive, Ridge Road East, Ridge Road West and Upland Hills Drives in Meadowbrook Glens Subdivision. The Fire Station No. 4 Parking Lot Rehabilitation was included with this contract to obtain lower unit prices based on economies of scale for an otherwise small project.

The construction contract was awarded for this project at the July 25, 2016 City Council meeting to Fiore Enterprises, LLC, in the amount of \$861,811.95.

Engineering staff worked with AECOM to review and verify the final contract payment amount of \$54,165.26 that is due the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's July 24, 2017 letter).

There were four (4) approved change orders issued for this project resulting in an increase of \$43,830.39 to the construction contract, or 5.1% over the awarded amount. The approved change orders resulted in a final contract price of \$905,642.34. Change Order No. 2, adjusting from rehabilitation to reconstruction of Applecrest Drive, in the amount of \$100,965.90, required City Council approval on March 13, 2017, since the amount was over the administrative threshold.

**RECOMMENDED ACTION:** Approval of the final payment to Fiore Enterprises, LLC for the 2016 Neighborhood Road Program – Concrete Streets (Contract 2) project in the amount of \$54,165.26, plus interest earned on retainage.



Amended By: Date: Department:

#### MAP INTERPRETATION NOTICE

Map Legend

2016 NRP Contract 2 -Concrete





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

1 inch = 492 feet



# 2016 NRP – Concrete Streets – Contract 2



Applecrest Street – Looking south



Ridge Road West – Looking north



#### 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

July 24, 2017

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

> Re: 2016 Neighborhood Roads – Contract 2 – Fiore Enterprises Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents 2016 Neighborhood Roads - Contract 2:

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

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

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

Very truly yours,

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

Elizabeth Kudla Saarela

## **Enclosures**

C: Cortney Hanson, Clerk (w/Enclosures)

Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures) George Melistas, Engineering Senior Manager (w/Enclosures)

Mark Koskinen, AECOM Great Lakes (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

Balance Due This Payment =

\$ 54,165.26

**PURCHASE ORDER NO.** 94888

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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2016 NRP - CONTRACT 2 **NOVI PROJECT NO.:** 16-2102 PAYMENT NO .: FINAL

**AECOM Great Lakes** CONTRACTOR: Fiore Enterprises, LLC OWNER: City of Novi **ENGINEER:** 

45175 W. Ten Mile Road 27777 Franklin Road, Suite 2000 3411 W. Fort Street Novi, Michigan 48375 Southfield, Michigan 48034 Detroit, Michigan 48216 (313) 962-0400

(248) 204-5900 **CONTRACT AMOUNT** 

**FINAL COMPLETION DATES** DATES OF ESTIMATE

ORIGINAL: \$861,811.95 ORIGINAL: November 5, 2016 FROM: December 8, 2016 REVISED:

REVISED: \$905,642.34 ACTUAL: April 24, 2017 TO: June 1, 2017

#### SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item	2016 NRP - Contract 2 - DIV 1 GL# 203-203.00-865,436		(	CONTI	RACT ITEMS	(Origin	al)	C	гиос	TRACT ITEMS	(Rev	rised)		TH	HIS PERIOD			T	OTAL TO DATE	
No.	Description of Item	Unit	Quantity	C	Cost/Unit		Total Amt	Quantity		Cost/Unit		Total Amt	Quantity		Amount	%	Quantity		Amount	%
0	Constr. Inspection "Crew Day"	CD	56.00	\$	640.00	\$	35,840.00	62.00	\$	640.00	\$	39,680.00	0.50	\$	320.00	1%	62.00	\$	39,680.00	100%
1	Mobilization (5% Max)	LS	1.00	\$	20,000.00	\$	20,000.00	1.00	\$	20,000.00	S	20,000.00					1.00	\$	20,000.00	100%
2	Maintaining Traffic	LS	1.00	\$	8,500.00	\$	8,500.00	1.00	\$	8,500.00	\$	8,500.00					1.00	\$	8,500.00	100%
3	Erosion Control, Silt Fence	LF	2200,00	\$	1,50	\$	3,300.00	0.00	\$	1.50	S						0.00			
4	Erosion Control, Inlet Protection	EA	24.00	\$	100.00	\$	2,400.00	23.00	\$	100.00	S	2,300.00					23.00	\$	2,300.00	100%
5	Surface Restoration	LS	1.00	\$	4,500.00	\$	4,500.00	1.00	\$	4,500.00	\$	4,500.00	1.00	\$	4,500.00	100%	1.00	\$	4,500.00	100%
6	Pre-Construction Audio-Visual	LS	1.00	\$	1,200.00	\$	1,200.00	1.00	\$	1.200.00	\$	1,200.00					1.00	\$	1,200.00	100%
7	Non-Haz Material Hand & Disp.	CY	20.00	\$	37.85	\$	757.00	0.00	\$	37.85	S						0.00			
8	Dr. Structure, Adj. Case 2	EA	21.00	\$	575.00	\$	12,075.00	16.00	\$	575.00	\$	9,200.00					16.00	\$	9,200.00	100%
9	Point-Up Dr. Structure	EA	18.00	\$	250.00	\$	4,500.00	16.00	\$	250.00	\$	4,000.00					16.00	\$	4.000.00	100%
10	Reconstruct Dr. Structure	VF	8.00	\$	200.00	\$	1,600.00	2.00	\$	200.00	S	400.00					2.00	\$	400.00	100%
11	Dr. Structure, Remove	EA	11.00	\$	375.00	\$	4.125.00	3.00	\$	375.00	\$	1,125.00					3.00	\$	1,125.00	100%
12	Dr. Structure, 48-inch Diameter	EA	11.00	\$	1,950.00	\$	21,450.00	2.00	\$	1,950.00	\$	3,900.00					2.00	\$	3,900.00	100%
13	Dr. Structure Cover, Type K	EA	11.00	\$	600.00	\$	6,600.00	12.00	\$	600.00	\$	7,200.00					12.00	\$	7,200.00	100%
14	Dr. Structure Tap. 6-inch	EA	11.00	\$	175.00	\$	1,925.00	32.00	\$	175.00	5	5,600.00					32.00	\$	5,600.00	100%
15	Sewer, CI A, 12-inch, Tr Det B	LF	8.00	\$	85.65	\$	685.20	0.00	\$	85.65	\$						0.00			
16	Sanitary MH Cover, Adj, Case 2	EA	1.00	\$	850.00	\$	850.00	1.00	\$	850.00	\$	850.00					1,00	\$	850.00	100%
17	Underdrain, Subgrade, O-G, 6-inch	LF	3934.00	\$	12.50	\$	49,175.00	1382,00	\$	12,50	\$	17,275.00					1382.00	\$	17,275.00	100%
18	Subgrade Undercutting, Type II	CY	1000.00	\$	35.90	\$	35,900.00	233.50	\$	35.90	S	8,382.65					233.50	\$	8,382.65	100%
19	Remove Concrete Pavement	SY	7554.00	\$	7.75	\$	58,543.50	10366.70	\$	7.75	\$	80,341.93					10366.70	\$	80,341.93	100%
20	Agg Base, 21AA Limestone, 8-inch	SY	8804.00	\$	11.25	\$	99,045.00	000	\$	11.25	\$						0.00			
21	Roadway Grading	STA	20.00	\$	3,675.00	\$	73,500.00	0.00	\$	3,675.00	\$	- J					0.00			
22	Pavement Repair, Removal	SY	995.00	\$	16.80	\$	16,716.00	0.00	\$	16.80	\$						0.00			
23	Conc Pavt, Full-Depth Slab Repair	SY	975.00	\$	46.50	\$	45,337,50	0.00	\$	46.50	\$						0.00			
24	Longit Jt Rpr. 30" Wide, Full-Depth	SY	20.00	S	92.50	\$	1,850.00	0.00	\$	92.50	\$	100					0.00			



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

## **APPLICATION FOR FINAL PAYMENT**

PROJECT:

2016 NRP - CONTRACT 2

SUBTOTAL

**NOVI PROJECT NO.:** 

16-2102

PAYMENT NO .:

FINAL

2016 NRP - Centract 2, - DM 1, Cen GL# 203-203.00-865.436 Description of Item Sealing, Concrete Pavl. Pavt w/Integ Curb, N-R, 7" ete Driveway alk, Remove alk, Conc, 6-inch alk Ramp, Conc, 6-inch table Warning Surface	Unit  LF  SY  SY  SY  SF	Quantity 1000.00 6182.00 1371.00	\$ 42	EMS (Original Control of Control	ginal)  Total Amt  1,250.00	Quantity	CONTRACT	ITEMS (F	Revised)		THIS PERIOD			т	OTAL TO DATE	
Sealing, Concrete Pavt. Pavt w/Integ Curb, N-R, 7" ete Driveway alk, Remove alk, Conc, 6-inch alk Ramp, Conc, 6-inch	LF SY SY SY SF	1000.00 6182.00 1371.00	\$ 1 \$ 42				Coct/LI						TOTAL TO DATE			
Pavt w/Integ Curb, N-R, 7" ete Driveway alk, Remove alk, Conc, 6-inch alk Ramp, Conc, 6-inch	SY SY SY SF	6182.00 1371.00	\$ 42		1,250.00		COSTO	nit	Total Amt	Quantity	Amount	%	Quantity		Amount	%
ete Driveway alk, Remove alk, Conc, 6-inch alk Ramp. Conc, 6-inch	SY SY SF	1371.00		E0 6		0.00	\$	1.25					0.00			
alk, Remove alk, Conc. 6-inch alk Ramp. Conc. 6-inch	SY SF			DU D	262,735.00	0.00	\$ 4	12.50					0.00	li -		i .
alk, Remove alk, Conc. 6-inch alk Ramp. Conc. 6-inch	SF	170.00	\$ 39	.50 \$	54,154,50	481.20	\$ 3	9.50 \$	19,007.40				481.20	\$	19,007.40	1009
alk Ramp. Conc. 6-inch		178.00	\$ 12	.00 \$	2,136.00	105.60	\$ 1	2.00 \$	1,267.20				105.60	\$	1,267.20	1009
		400.00	s 6	.00 \$	2,400.00	395.00	\$	6.00 \$	2,370.00				395.00	s	2,370.00	1009
	SF	975.00		.75 \$	6,581.25	547.00	\$	6.75 \$	3,692.25				547.00	\$	3.692.25	1009
	FT	75.00		.00 \$	2,625.00	55.00	\$ 3	35.00 \$					55.00	\$	1,925.00	1009
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		TOTAL FROM THIS SHEET TOTAL FROM OTHER SHEET			TOTAL FROM THIS SHEET \$	TOTAL FROM THIS SHEET \$ 331,881.75	TOTAL FROM THIS SHEET \$ 331,881.75	TOTAL FROM THIS SHEET \$ 331,881.75	TOTAL FROM THIS SHEET  \$ 331.881.75	TOTAL FROM THIS SHEET \$ 331.881.75 \$ 28.261.85	TOTAL FROM THIS SHEET \$ 331.881.75 \$ 28.261.85	TOTAL FROM THIS SHEET \$ 331.881.75 \$ 28.261.85 \$	TOTAL FROM THIS SHEFT \$ 331.881.75 \$ 28.261.85 \$	TOTAL FROM THIS SHEET \$ 331.881.75 \$ 28.261.85 \$	TOTAL FROM THIS SHEET \$ 331.881.75 \$ 28.261.85 \$ \$	TOTAL FROM THIS SHEET \$ 331,881.75 \$ 28,261.85 \$ \$ 28,261.85

203,036.43

4,500.00

203,036.43 100%

806,415.95



SUBTOTAL

## **CITY OF NOVI**

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

## **APPLICATION FOR FINAL PAYMENT**

**NOVI PROJECT NO.:** 16-2102 PAYMENT NO .: FINAL PROJECT: 2016 NRP - CONTRACT 2

861,811.95

	SECTION 1.						,		cos	T OF	COMPLETED	WORK TO	DATE						
łtem	FIRE STATION #4 - DIV 2 GL# 101-442.10-981.002			CONTRACT ITEM		CONTR	RACT ITEMS	S (Revi	ised)	THIS PERIOD				TOTAL TO DATE					
No.	Description of Item	Unit	Quantity	Cost/Unit	T	Total Amt	Quantity	Co	ost/Unit		Total Amt	Quantity		Amount	%	Quantity		Amount	%
32	Mobilization (5% Max.)	LS	1.00	\$ 2,500.0	0 \$	2,500.00	1.00	\$	2,500.00	s	2,500.00					1.00	\$	2,500.00	100
33	Maintaining Traffic	LS	1.00	\$ 750.0	0 \$	750.00	1.00	\$	750.00	s	750.00					1.00	\$	750.00	100
34	Erosion Control, Inlet Protection	EA	2.00	\$ 100.0	0 \$	200.00	5.00	\$	100.00	\$	500.00					5,00	\$	500.00	100
35	Dr. Structure, Adj. Case 2	EA	4.00	\$ 575.0	0 \$	2,300.00	1.00	\$	575.00	\$	575.00					1.00	\$	575.00	100
36	Point-Up Dr. Structure	EA	1.00	\$ 250.0	0 \$	250.00	1.00	\$	250.00	s	250.00					1.00	\$	250.00	100
37	Reconstruct Dr. Structure	VF	3.00	\$ 200.0	0 \$	600.00	0.00	\$	200.00	\$						0.00	s		
38	Pavt Repair, Remove	SY	480.00	\$ 25.4	0 \$	12,192.00	461.10	\$	25.40	s	11.711.94					461.10	\$	11,711,94	100
39	Conc Pavt, Full-Depth Slab Repair	SY	480.00	\$ 55.5	0 \$	26,640.00	461.10	\$	55.50	s	25,591.05					461.10	\$	25,591.05	100
40	Sidewalk, Removal	SY	22.00	\$ 12.0	0 \$	264.00	81.90	\$	12.00	\$	982.80					81.90	\$	982.80	100
41	Sidewalk, Conc. 6-inch	SF	200.00	\$ 6.5	0 \$	1,300.00	744.50	\$	6.50	s	4,839.25					744.50	\$	4,839.25	100
42	Resealing Joints, Hot-Poured Rub.	LF	5000.00	\$ 0.9	0 \$	4,500.00	4808.00	\$	0.90	s	4.327.20	4808.00	\$	4,327.20	100%	4808.00	\$	4,327.20	100
43	Perm. Pavement Markings	LS	1.00	\$ 500.0	0 \$	500.00	0.00	\$	500.00	\$						0.00	s		
44	Pipe Bollard	EA	4.00	\$ 850.0	0 \$	3,400.00	0.00	\$	850.00	s	(4)					0.00	\$	¥1	
								_					_						
								_											
													_						
														- 4					
	TOTAL FROM THIS SHEET				\$	55,396.00				\$	52,027.24		\$	4,327.20			\$	52,027.24	
	TOTAL FROM OTHER SHEETS				\$	806,415.95				\$	203,036.43		\$	4,500.00			\$	203,036.43	

255,063.67

4,500.00 8,827.20

255,063.67

100%



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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: 2016 NRP - CONTRACT 2 **NOVI PROJECT NO.:** 

16-2102

PAYMENT NO .:

FINAL

#### **NEW CONTRACT ITEMS**

SECTION 1.					cos	T OF C	OMPLETED	WORK TO D	ATE					
ttem.					NEW CONTRAC	T ITEMS			THIS PERIOD		TOTAL TO DATE			
No. Description of Item	Unit	Division	GL#	Quantity	Cost/Unit	Т	otal Amt	Quantity	Amount	%	Quantity	Amount	%	
45 Agg Base, 21AA Crushed Conc, 4 inch	SY	1	203-203.00-865.436	10471,40	\$ 7.40	\$	77,488.36				10471.40	\$ 77,488	3.36 1009	
46 Roadway Grading	STA	1	203-203.00-865.436	31.20	\$ 3,520.45	\$	109,838.04				31.20	\$ 109.838	3.04 1009	
47 Conc Pavt w/Integ Curb, N-R, 8"	SY	1	203-203.00-865.436	9885.50	\$ 46.05	5	455,227.28				9885.50	\$ 455,227	2.28 1009	
48 Striaghtening Bollards	EA	4	101-442.10-981.002	2.00	\$ 250.00	5	500.00				2.00	\$ 500	0.00	
49 New Bollard PVC Sleeve	EA	4	101-442.10-981.002	5.00	\$ 150.00	\$	750.00				5.00	\$ 750	0.00	
50 Curb and Gutter Remove/Replace	LF	1	203-203.00-865.436	55.00	\$ 40.00	s	2,200.00				55.00	\$ 2,200	0.00 100	
51 Dr. Structure, 24-inch Diameter	EA	1	203-203.00-865.436	1.00	\$ 1,250.00	\$	1,250.00				1.00	\$ 1,250	0.00 1009	
52 6" PVC	LF	1	203-203.00-865.436	100.00	\$ 19.75	\$	1,975.00				100.00	\$ 1,975	5.00 100	
53 2" Sump Drain Hookups	EA	1	203-203.00-865.436	3.00	\$ 450.00	\$	1,350.00				3.00	\$ 1,350	100	
54		0	0	0.00	\$ -	\$	45				0.00	\$	-	
55		0	0	0.00	\$ -	\$	•				0.00	\$	•	
56		0	0	0.00	\$ -	s					0.00	s		
57		0	0	0.00	\$ -	\$					0.00	\$	2	
58		0	0	0.00	\$ =	\$	•				0.00	\$	\$0	
59		0	0	0.00	s -	s					0.00	\$		
60		0	0	0.00	\$ -	s					0.00	s		
61		0	0	0.00	\$ -	s	*:				0.00	\$		
62		0	0	0.00	s -	s					0.00	s		
63		0	0	0.00	\$ -	s					0.00	s		
64		0	0	0.00	\$ -	s	45				0.00	s	•	
65		0	0	0.00	s -	s					0.00	s		
66		0	0	0.00	s -	\$	-				0.00	\$		
67		0	0	0.00	\$ -	s					0.00	\$	£	
68		0	0	0.00	s -	s					0.00	s		
69		0	0	0.00	\$ -	s	(*())				0.00	s		
70		0	0	0.00	\$ -	\$	720				0.00	\$		
71		0	0	0.00	\$ -	s					0.00	s		
72		0	0	0.00	\$ -	s					0.00	s	.	
TOTAL FROM THIS SHEET						\$	650,578.68		3 -			\$ 650,57	3.68	
TOTAL FROM OTHER SHEETS			\$ 861,811.95			\$	255,063.67					\$ 255,06		
GRAND TOTAL			\$ 861,811.95			s	905,642.34					\$ 905,64		



PURCHASE ORDER NO. 94888 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2.							
		APPLICATION	FOR FIN	AL PAYMENT			
DJECT: 2016 NRP - CONTRACT 2	NOVI PROJ				PAYM	IENT NO.: FINAL	
ginal Contract Amount:	\$	861,811.95		CHANGE OR	DERS		
inge Orders:	\$	43,830.39	<u>No.</u> 1	<u>Date</u> September 20, 2016	s	Amount (4,945.60)	
usted Contract Amount to Date:	\$	905,642.34	2 3	October 7, 2016 November 28, 2016	\$	100,965.90 (51,517.11)	
al Cost of Work Performed to Date:	\$	905,642.34	4	June 1, 2017	S	(672.80)	
IUS Retainage: IUS Inspection "Crew Days": To Date This Pay	0% \$ 62.00 \$ 0.50	:			\$		
Amt. Earned of Contract and Extra Work to Date:	\$	905,642.34			\$		
IUS L.D.'s: # of days over = \$600	\$	*			\$	•	
ototal:	\$	905,642.34	-		\$		
D Incentive "Crew Days", if under:	\$	*		TOTAL	L: \$	43,830.39	
ototal:	\$	905,642.34					
IUS Amount of Previous Payments:  1 \$ 116,303.11 2 \$ 674,283.43	\$	851,477.08					
3 \$ 60,890.55				Inspection "Crew Days" Allow	wed per Con	tract: 56.00	
4 \$				Additional "Crew Days" per (			
5 \$ -				Total Inspection "Crew Days		62.00	
6 \$ -				Inspection "Crew Days" Use		62.00	
7 \$ -				Inspection "Crew Days" Rem	naining:	0.00	
8 \$ -							
9 \$ - 10 \$ -							
	•	E4 40E 00					
LANCE DUE THIS PAYMENT:	\$	54,165.26					



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

Section 3.

**APPLICATION FOR FINAL PAYMENT** 

PROJECT:

2016 NRP - CONTRACT 2

**NOVI PROJECT NO.:** 

16-2102

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 leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); 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.

Tom Wall

Digitally signed by Tom Wall DN: cn=Tom Wall, o=Fiore Enterprises, LLC, ou, email=tom@fiorellc.com, c=US Date: 2017,07.25 09:07:45 -04'00'

Fiore Enterprises, LLC

CONTRACTOR - Electronic Signature Certification

Koskinen, Mark DN: de=com, de=aecomnet, de=na, ou=AECOMUser ou=AMER, ou=US, ou=USSHF1, cn=Koskinen, Mark

Digitally signed by Koskinen, Mark DN: dc=com, dc=aecomnet, dc=na, ou=AECOMUsers, Date: 2017,07.25 09:10:30 -04'00'

**AECOM Great Lakes** 

CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVE

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: 2017 08 03 12:52:38 -04'00'

Aaron J. Staup, Construction Engineering Coordinator

Electronic Signature Certification

Digitally signed by George Melistas DN: cn=George Melistas, o=City of Novi, ou=Engineering Division, email=gmelistas@cityofnovi org, c=US Date: 2017.08.03 15:32:16 -04'00'

Rob Hayes, P.E., DPS Director/City Engineer

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 DOCIMENT G707

OWNER \_\_\_ ARCHITECT \_\_\_ CONTRACTOR \_\_ SURETY \_\_ OTHER

#### Bond: RCB0003342

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City Of Novi 45175 W. Ten Mile Rd Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE:

08/30/2016

PROJECT:

(Name and Address)

2016 Neighborhood Roads Program Concrete Roadways - Contract 2

AECOM #60486176

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)

FIORE ENTERPRISES, LLC 3411 W. Fort Street

Detroit, MI 48216

, 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 Rd 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 May 4, 2017

Attest:

RLI Insurance Company

Surety Company

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



9025 N. Lindbergh Dr. | Peoria, IL 61615 Phone: (800)645-2402 | Fax: (309)689-2036

## POWER OF ATTORNEY

# RLI Insurance Company Contractors Bonding and Insurance Company

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 this Power of Attorney may be effective and given to either or both of RL1 Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, S	Stephen M. Zervos, Stephanie A. Dinco, jointly or severally
in the City of Southfield, State of Michigan conferred upon him/her to sign, execute, acknowledge and deliver undertakings, and recognizances in an amount not to exceed S10,000,000.00 for any single obligation.	, as Attorney in Fact, with full power and authority hereby for and on its behalf as Surety, in general, any and all bonds  Ten Million Dollars
The acknowledgment and execution of such bond by the said Attorney been executed and acknowledged by the regularly elected officers of this	
RLI Insurance Company and Contractors Bonding and Insurance following is a true and exact copy of the Resolution adopted by the Board	
"All bonds, policies, undertakings, Powers of Attorney or oth corporate name of the Corporation by the President, Secretary, an such other officers as the Board of Directors may authorize. Secretary, or the Treasurer may appoint Attorneys in Fact or undertakings in the name of the Corporation. The corporate sundertakings, Powers of Attorney or other obligations of the Corporation may be printed by facsimile or other electronic image."	ny Assistant Secretary, Treasurer, or any Vice President, or by The President, any Vice President, Secretary, any Assistant Agents who shall have authority to issue bonds, policies or seal is not necessary for the validity of any bonds, policies,
IN WITNESS WHEREOF, <b>RLI Insurance Company</b> and/or <b>Contracto</b> caused these presents to be executed by its respective <u>Vice President</u> with	
MATTER AND CO.	RLI Insurance Company
900 0800 0800 0800 0800 0800 0800 0800	Contractors Bonding and Insurance Company
SEAL SECTION	B. M. W. D
State of Illinois SS	Barton W. Davis Vice President
County of Peoria	CERTIFICATE
On this 28th day of April , 2017 , 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, each Illinois corporations, 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 4th day of May 2017.
Metchen & Othnich	RLI Insurance Company
Gretchen L. Johnigk Notary Public	Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK	B.H.W.
MILITARY MILITE  STATE OF MANUAL  My Commission Expires	Barton W. Davis Vice President
May 28, 2020	47020212 ADD 59



P.O. Box 3967 Peoria, IL 61612-3967 Phone: 309-692-1000 Fax: 309-683-1610

# **RIDER**

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. RCB0003342
It is hereby mutually agreed and understood by the Principal,  Fiore Enterprises, LLC
and RLI Insurance Company and/or Contractors Bonding and Insurance Company that the City of Novi
2016 Neighborhood Rds Program Concrete Rdways - Contract 2 AECOM Project # 60486176-Novi Project 16-2102
Maintenance Bond
(Identify item(s) to be changed)
on this bond/policy has/have been changed to the following:
Increase to \$905,642.34 to reflect the revised contract value
Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy except as set forth above.  This Rider becomes effective on
Signed this18thday ofJuly, _2017
RLI Insurance Company and/or Contractors Bonding and Insurance Company

Attorney in Fact



9025 N. Lindbergh Dr. | Peoria, IL 61615 Phone: (800)645-2402 | Fax: (309)689-2036

## **POWER OF ATTORNEY**

## **RLI Insurance Company Contractors Bonding and Insurance Company**

#### 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 this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, St	ephen M. Zervos, Stephanie A. Dinco, jointly or severally
in the City of Southfield, State of Michigan conferred upon him/her to sign, execute, acknowledge and deliver foundertakings, and recognizances in an amount not to exceed (\$10,000,000.00\$) for any single obligation.  The acknowledgment and execution of such bond by the said Attorney in	or and on its behalf as Surety, in general, any and all bonds,  Ten Million  Dollars
been executed and acknowledged by the regularly elected officers of this	
RLI Insurance Company and Contractors Bonding and Insurance following is a true and exact copy of the Resolution adopted by the Board	
"All bonds, policies, undertakings, Powers of Attorney or othe corporate name of the Corporation by the President, Secretary, any such other officers as the Board of Directors may authorize. T Secretary, or the Treasurer may appoint Attorneys in Fact or A undertakings in the name of the Corporation. The corporate se undertakings, Powers of Attorney or other obligations of the Corp seal may be printed by facsimile or other electronic image."	Assistant Secretary, Treasurer, or any Vice President, or by the President, any Vice President, Secretary, any Assistant Agents who shall have authority to issue bonds, policies or teal is not necessary for the validity of any bonds, policies,
IN WITNESS WHEREOF, <b>RLI Insurance Company</b> and/or <b>Contracto</b> caused these presents to be executed by its respective <u>Vice President</u> with	rs Bonding and Insurance Company, as applicable, have its corporate seal affixed this 28th day of April, 2017.
manufacture and the second	RLI Insurance Company
AFORA . A PORA . A	Contractors Bonding and Insurance Company
	BAW. A
SEAL SEAL	Barton W. Davis Vice President
State of Illinois	
County of Peoria	CERTIFICATE
On this 28th day of April , 2017, 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, each Illinois corporations, 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 18th day of July 2017.
Metchen & Othnigh	RLI Insurance Company
Gretchen L. Johnigk Notary Public	Contractors Bonding and Insurance Company
ANALAS AN	BHW. D
GRETCHEN L JOHNIGK	Barton W. Davis  Vice President
My Commission Expires May 25, 2020 2132947	020212 A0059115

2132947020212 A0059115

## SWORN STATEMENT

State of Michigan County of	Oakla	nd		.,,,,			
	Sandra F. M	ulvihill		Being duly sworn	deposes and says: Th	at he/she makes this	Sworn Statement
on behalf of		ore Enterprises, L	I.C		or) or (subcontractor)		
described real propert			ıkland	•	nd described as follow		
	,			gram Concrete Roa			
			The state of the s	ity, MI AECOM#			
That the following is due but unpaid, with							with witholdings is
owner or lessee thereo	of, and the amounts fo	r work thru	5/9/17	are correctly and ful	ly set forth opposite t	heir name as follows	3
Name of Subcontractor, Supplier, or Laborer American Pavement	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete (Optional)	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Witholding Due but Unpaid
Sawing	Concrete Sawing			\$ -			
Finishing Touch	Viduatanina			•			
Photo & Video	Videotaping  Materials			\$ -			
HD Supply Iron Horse	l=			\$ -			
Jadon Enterprises	Aggregates /		, , , ,	\$ -			
Edward C. Levy	Aggregates /						
Edward C. Levy	Ready-Mix			3			
McCoig Materials Michigan Joint	Concrete 🗸			\$ -			
Sealing	Joint Sealing			\$ -	T.		
National Industrial Maintenance	Street Sweeping			·\$ -			
R. Wallace Trucking	Hourly Trucking Y			.\$ -			
State Barricades	Devices			\$			
Sweeney Construction Materials	Paving Accessories	,		\$ -			
Materials	raving Accessories			\$ -			
				\$ -			
				9			
Total Amounts Due:		8	ę	¢ _	e =	按按按按	****
		.5	9 -	3	.,	JI 150	
**** All Labor, Wag That the contractor ha Deponent further says above-described prem except as specifically	is not procured materi that he or she makes tises and his or her ag set forth above and ex	al from or subcor the foregoing sta ents that the abov cept for the clain	stracted with, any per tement as the subcon e described property as of construction lies	rson other than those tractor representative is free from claims o ns by laborers which	for the purpose of re f construction liens, of may be provided pur	presenting to the owner the possiblity of co	ner or lessee of the onstruction liens.
lien act. Act No. 497	OF THE LADILE WEIS OF	760. as amended	. being section 570,1	107 of the Micingatt	Compiled Laws.	-	
WARNING TO OWNE SUBCONTRACTOR, S PURSUANT TO SECTI DIED	UPPLIER, OR LABOR	ER WHO HAS PRO	OVIDED A NOTICE O	OF FURNISHING OR A	A LABORER WHO MA	Y PROVIDE A NOT	CE OF FURNISHING
					Deponent -Sandra F	Mulvihill	)
WARNING TO DEPON PROVIDED IN SECTIO MICHIGAN COMPLIE	ON 110 OF THE CONS						
Subscribed and sworn	to before me this	9th	day of	May-17	Notary Publica	Mary A Peterson	Ket
Oakland	County, Michigan	My C	ommission Expires	May 2, 2018	Acting In	Dakland	County Michigan

page 1

Feb 08 2017 03:23PM American Pavement Sawing 7342661774

02/08/2017 00:39

2486734329

ACCOUNTING FAX

2486734329

PAGE 02/02

#### FULL UNCONDITIONAL WAIVER

My ! Our	contract w	ith Fior	Enterprises,	LLC to provide
				Sawing

for the improvement of the property described as: 2016 Neighborhood Roads Program-Contract 2 AECOM # 60486176 City of Novi, Oakland County, MI Fiore Job # 16-34 having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. American Pavement Sawing

Address.

Signed on:

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS

FROM : FINISHING. TOUCH. 02/08/2017 01:80

2486734325

FAX NO. :15867493340

ACCOUNTING FAR

Feb. 21 2017 10:28AM

#### FULL UNCONDITIONAL WAIVER

My ! Our contract with Fiore Enterprises, LLC to provide Videotaping

for the improvement of the property described as:

20 6 Neighborhood Roads Program Contract : AECOM 4 60486176 City of Novi, Oakland County, MI Fiore Job # 16-34

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

Finishing Touch Photo & Video

PAID 9/9/14

\$ 1175.00

BY:

Addiess:

Telephone. 586.749. 3340

Signed on:

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT

**PAYMENTS** 

My / Our contract with Fiore Enterprises. LLC to provide Materials

for the improvement of the property described as:

2016 Neighborhood Roads Program-Contract 2

AECOM # 60486176

City of Novi, Oakland County, MI

Fiore Job # 16-34

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

HD Supply Waterworks

BY:

ATTHY ANTERISM Credit Manuager

(Priofed Name and Title)

Address:

P. Brix 28/330

At Review into 6/3/46

Telephone:

Signed on:

3/16/17

PAYMENTS

## FULL UNCONDITIONAL WAIVER

for the improvement of the property described as:  2016 Neighborhood Roads Program-Contract 2  AECOM # 60486176  City of Novi, Oakland County, MI	
AECOM # 60486176	
The state of the s	
City of Novi, Oakland County, MI	
The state of the s	
Flore Job #	16-34
having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.	
Iron Horse	
20	
BY: (signature of then claimment)	
Address: 7584 Chubb Rd Nurthy Ve Mi 48167	
Telephone: 248 380 15U8	
Signed on: 12/5/16 (date)	

3139347421 p1

× 200 02/08/2017 00:43 2486734329

PAYMENTS

ACCOUNTING FAX

## FULL UNCONDITIONAL WAIVER

or the improvement of the property de	rathed as	
	016 Neighborhood Roads Program-Contract 2	
	AECQM, # 50486176	
	City of Novi, Oakland County, MI	
	Fiore Job #	16-34
aving been fully paid and satisfied, all re hereby waived and released.	t my/our construction lien rights against such property	
	Jadon Enterprises	
	BY: Dutt Culaux  (signature of lien claimant)  BreTT Warstler 6  (printed Name and Title)  Address: 5785 THOMUS Kd  Oxford - 49371  Telephone: 248-762-33311	Wn

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT

My / Our contract with Fiore Enterprises, LLC to provide	
Materials	
for the improvement of the property described as:	
2016 Neighborhood Roads Program-Contract 2	
AECOM # 60486176	ĺ
City of Novi, Oakland County, MI	
Fiore Job # 16-34	
having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.	
Edward C. Levy Company	
BY: KOLL Signature of lien chamman)  KAMEN L TANTER, CREDIT MANAGER	<u>.</u>
Address: (Printed stame and Title)  Address: (PRINTED IN 48720	
Signed on: 13.4.71.28 C  NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT	

PAYMENTS

My / Our contract with Fiore Enterprises, LLC to provide Materials

**PAYMENTS** 

for the improvement of the property described as:	
2016 Neighborhood Roads Program-Contract 2	
AECOM # 60486176	j
City of Novi, Oakland County, MI	
Fiore Job # 16-	34
having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.	
McCoig Materials	
BY: Part Her extension Crack Horizontal Crack Horizontal Name and Idea)  Address: P.O. B. 6349  Plymorth, MI 48176  Telephone 134-351-2145	ing cr
NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT	

My / Our contract with Fiore Enterprises, LLC to provide
Joint Sealing
for the improvement of the property described as:
2016 Neighborhood Roads Program-Contract 2
AECOM # 60486176
City of Novi, Oakland County, MI Fiore Job # 16-34
having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.
Michigan Joint Sealing, Inc.
Address: 2333 W 2018 JE 103
July ton Huston 48306
Telephone: 248-476-4120
Signed on: 13/17
NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS

01:19:19 p.m. 01-20-2017 3 /5

01/20/2017 01:15 2485734329 ACCOUNTING FAX

PAGE 05/07

## FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Sweeping
for the improvement of the property described as:
2016 Neighborhood Roads Program-Contract 2
AECOM # 60486176 j
City of Novi, Oakland County, MI
Fiore Job # 16-34
having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.
National Industrial Maintenance
BY: Plagrature of lie of claimant.  Pere la Caza. Control

Telephone: 313.945-6464

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT **PAYMENTS** 

02/08/2017 00:46

ACCOUNTING FAX

ROB WALLACE

PAGE 02/02

#### FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide
Hourly Trucking
for the improvement of the property described as:
2016 Neighborhood Roads Program-Contract 2
AECOM # 60486176
City of Novi, Oakland County, MI
Fiore Job # 16-34
having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.
R. Wallace Trucking
BY: Detulille DEUNAN  Composition of lice obstinant)  Composition Name and Title)  Address: 66 HUBBAND  MT. CLEMONS, MT 48043  Tolephone: 586-530-2647
Signed on: 2-8-/7

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT

PAYMENTS

ACCOUNTING FAX

PAGE 02/02

02/08/2017 00:48

**PAYMENTS** 

2485734329

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide Traffic Control Devices for the improvement of the property described as: 2016 Neighborhood Roads Program-Contract 2 AECOM # 60486176 City of Novi, Oakland County, MI Fiore Job # 16-34 having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. State Barricades, Inc. BY: ninted Name and Title)
STATE BARRICADES, INC. Address: 24806 DIDUSTRIAL HWY. WARREN, MI 48089 Telephone Signed on:

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT

2486734329

My / Our contract with Fiore Enterprises, LLC to provide

Materials

for the improvement of the property described as:

2016 Neighborhood Roads Program-Contract 2

AECOM # 604361.76

City of Novi, Oakland County, MI

Fiore Job # 16-34

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

Sweeney Construction Materials

BY:

| Gignature of lien clairouse) | File Chairouse) | File Chai

**PAYMENTS**