

CITY of NOVI CITY COUNCIL

Agenda Item H November 26, 2018

SUBJECT: Approval of the final payment to Mattioli Cement Company for the Pontiac Trail Sidewalk (Segment 9 – east of Beck Road to West Park Drive) project in the amount of \$58,094.36, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 58,094.36
AMOUNT BUDGETED	\$ 612,728
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	204-204.00-974.446

BACKGROUND INFORMATION:

This project included the construction of a 6-foot wide concrete sidewalk along the south side of Pontiac Trail, from Beck Road to West Park Drive. This Pontiac Trail segment was ranked 2nd in the 2014 update of the Annual Non-Motorized Prioritization list and was a recommended improvement for the residents, businesses, and Walled Lake Consolidated Schools (Geisler Middle School is located on the north side of Pontiac Trail).

The construction contract was awarded at the May 7, 2018 City Council meeting to Mattioli Cement Company in the amount of \$366,006.95.

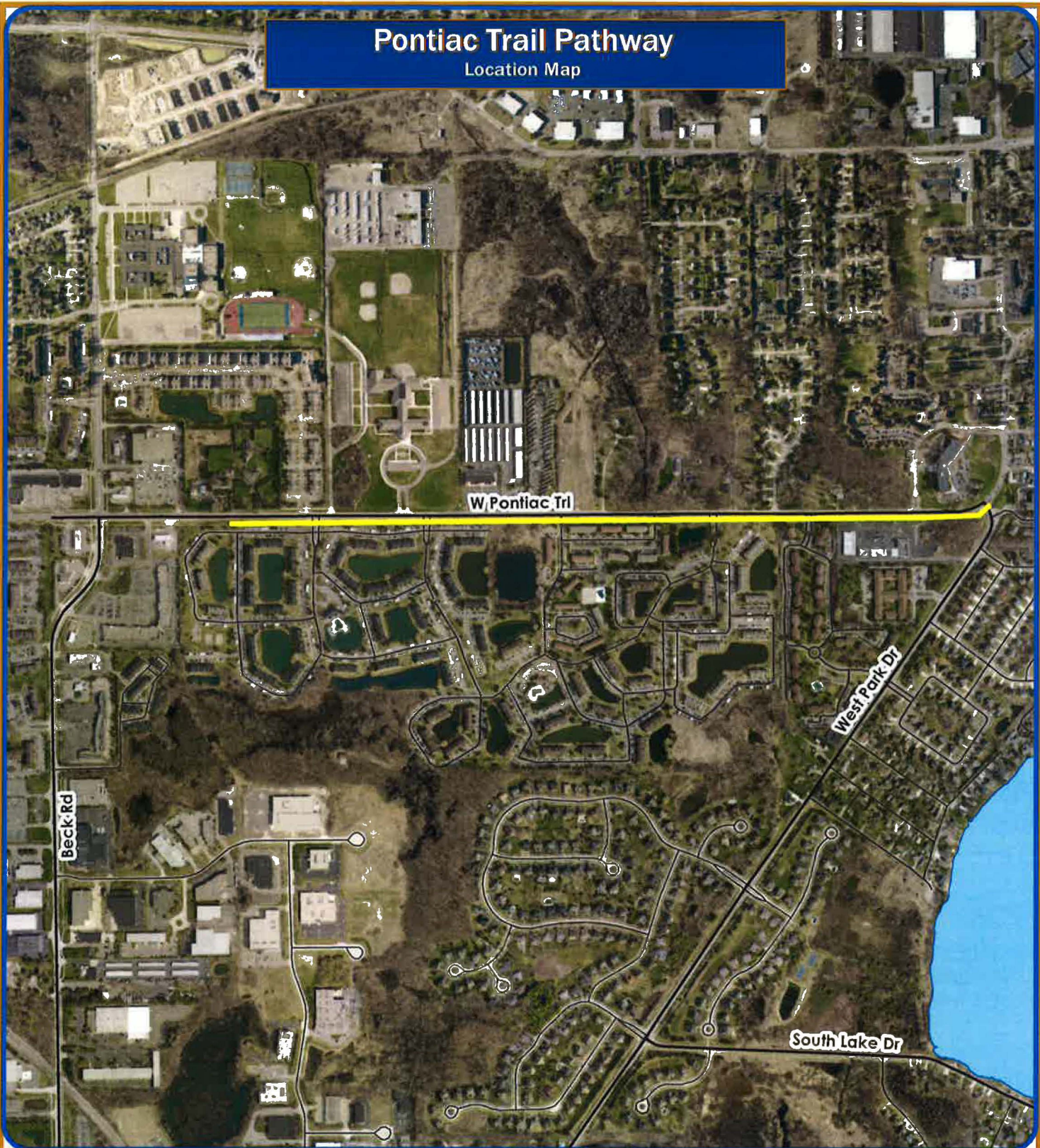
Engineering staff worked with consultant OHM Advisors to review and verify the final contract payment amount of \$58,094.36 due to the contractor (Final Pay Estimate No. 3). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, October 29, 2018).

There was one (1) approved change order issued resulting in an overall decrease of \$28,034.53 to the construction contract, or 7.7% under the awarded amount. This change order constituted the balancing of all unit price items for the base contract items. The approved change order resulted in a final contract price of \$337,972.42.

RECOMMENDED ACTION: Approval of the final payment to Mattioli Cement Company for the Pontiac Trail Sidewalk (Segment 9 – east of Beck Road to West Park Drive) project in the amount of \$58,094.36, plus interest earned on retainage.

Pontiac Trail Pathway

Location Map



W Pontiac Trl

West Park Dr

Beck Rd

South Lake Dr

Map Author: Joseph Awers
 Date: April 17, 2018
 Project: Pontiac Trail Project
 Version #: 1

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was created to meet National Wetlands Inventory Standards and uses the most current accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be used for legal or survey purposes. Data provided by the United States Geological Survey is the best available. Accuracy is not guaranteed. Please contact the City GIS Manager for additional source and accuracy information related to this map.

Limits of Pathway Construction



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



PONTIAC TRAIL SIDEWALK



West end tie-in to existing sidewalk at Portsmouth Apts. and Kroger.



West end of project looking east along Portsmouth Apartments property.



At the Portsmouth Place Apartments frontage looking west.



At the Portsmouth Place Apartments frontage looking east.



Giesler Middle School crossing of Pontiac Trail.



At the Springs Apartments complex frontage looking west.



At the Westgate IV Apartments looking east along the shopping plaza.

ELIZABETH KUDLA SAARELA
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 29, 2018

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

Re: Pontiac Trail Sidewalk - *Mattioli Cement Company* - Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Pontiac Trail Sidewalk Project:

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

The closing documents appear to be in order. The Contractor should provide its Full Unconditional Waiver of Lien at the time of picking up the check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

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



CITY OF NOVI

Balance Due This Payment = \$ 58,094.36

PURCHASE ORDER NO.

95477

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

APPLICATION FOR FINAL PAYMENT

PROJECT: PONTIAC TRAIL SIDEWALK	NOVI PROJECT NO.: 17-5002	PAYMENT NO.: FINAL
	CIP NO.: 115-009	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR: Mattioli Cement Company 6085 McGuire Road Fenton, Michigan 48430 (313) 215-1001
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$366,006.95	ORIGINAL: September 5, 2018	FROM: August 1, 2018
REVISED: \$337,972.42	REVISED:	TO: August 31, 2018
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Pontiac Trail Sidewalk - Base Bid GL# 204-204.00-974.446			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		23.00	\$ 700.00	\$ 16,100.00	25.00	\$ 700.00	\$ 17,500.00				34.00	\$ 23,800.00	136%
1	Mobilization, Max. 10%	LS		1.00	\$ 15,252.00	\$ 15,252.00	1.00	\$ 15,252.00	\$ 15,252.00				1.00	\$ 15,252.00	100%
2	Audio Video Route Survey	LS		1.00	\$ 900.00	\$ 900.00	1.00	\$ 900.00	\$ 900.00				1.00	\$ 900.00	100%
3	Traffic Maintenance and Control	LS		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
4	Erosion Control, Inlet Protection	EA		10.00	\$ 108.00	\$ 1,080.00	10.00	\$ 108.00	\$ 1,080.00	10.00	\$ 1,080.00	100%	10.00	\$ 1,080.00	100%
5	Erosion Control, Silt Fence	LF		3600.00	\$ 1.25	\$ 4,500.00	0.00	\$ 1.25	\$ -				0.00		
6	Tree, Rem. 19-inch to 36-inch	EA		15.00	\$ 395.00	\$ 5,925.00	12.00	\$ 395.00	\$ 4,740.00				12.00	\$ 4,740.00	100%
7	Tree, Rem. 6-inch to 18-inch	EA		60.00	\$ 190.00	\$ 11,400.00	61.00	\$ 190.00	\$ 11,590.00	1.00	\$ 190.00	2%	61.00	\$ 11,590.00	100%
8	Stump, Rem. 6-inch to 18-inch	EA		6.00	\$ 125.00	\$ 750.00	6.00	\$ 125.00	\$ 750.00				6.00	\$ 750.00	100%
9	Curb and Gutter, Remove	LF		320.00	\$ 9.00	\$ 2,880.00	290.50	\$ 9.00	\$ 2,614.50				290.50	\$ 2,614.50	100%
10	Pavement, Remove	SY		280.00	\$ 9.00	\$ 2,520.00	297.00	\$ 9.00	\$ 2,673.00	17.00	\$ 153.00	6%	297.00	\$ 2,673.00	100%
11	Sidewalk, Remove	SY		50.00	\$ 9.00	\$ 450.00	27.20	\$ 9.00	\$ 244.80				27.20	\$ 244.80	100%
12	Sewer, Rem. Less than 24-inch	LF		20.00	\$ 23.00	\$ 460.00	0.00	\$ 23.00	\$ -				0.00		
13	Guide Sign, Remove	EA		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00	\$ 100.00				1.00	\$ 100.00	100%
14	Wood Post, Remove	EA		1.00	\$ 100.00	\$ 100.00	0.00	\$ 100.00	\$ -				0.00		
15	Sanitary Manhole Cover, Adj	EA		5.00	\$ 195.00	\$ 975.00	0.00	\$ 195.00	\$ -				0.00		
16	Dr Structure Cover, Adj	EA		2.00	\$ 195.00	\$ 390.00	2.00	\$ 195.00	\$ 390.00	2.00	\$ 390.00	100%	2.00	\$ 390.00	100%
17	Utility Manhole, Adj	EA		4.00	\$ 199.00	\$ 796.00	2.00	\$ 199.00	\$ 398.00	2.00	\$ 398.00	100%	2.00	\$ 398.00	100%
18	Gate Well Cover, Adj	EA		7.00	\$ 195.00	\$ 1,365.00	2.00	\$ 195.00	\$ 390.00				2.00	\$ 390.00	100%
19	Sanitary Manhole, Reconstruct	VF		3.00	\$ 200.00	\$ 600.00	0.00	\$ 200.00	\$ -				0.00		
20	Gate Well, Reconstruct	VF		2.00	\$ 200.00	\$ 400.00	0.00	\$ 200.00	\$ -				0.00		
21	Culv, HP Storm, 12-inch	LF		405.00	\$ 19.00	\$ 7,695.00	255.00	\$ 19.00	\$ 4,845.00				255.00	\$ 4,845.00	100%
22	Culv, HP Storm, 18-inch	LF		105.00	\$ 27.39	\$ 2,875.95	80.00	\$ 27.39	\$ 2,191.20				80.00	\$ 2,191.20	100%
23	Culv, End Sect. HDPE, 12-inch	EA		6.00	\$ 327.00	\$ 1,962.00	7.00	\$ 327.00	\$ 2,289.00	1.00	\$ 327.00	14%	7.00	\$ 2,289.00	100%
24	Culv, End Sect. HDPE, 18-inch	EA		3.00	\$ 398.00	\$ 1,194.00	3.00	\$ 398.00	\$ 1,194.00				3.00	\$ 1,194.00	100%
TOTAL THIS SHEET					\$	67,069.95		\$	54,141.50	\$	2,538.00		\$	54,141.50	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: PONTIAC TRAIL SIDEWALK

NOVI PROJECT NO.: 17-5002
CIP NO.: 115-009

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Pontiac Trail Sidewalk - Base Bid Continued GL# 204-204.00-974.446			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
25	Dr Structure, 48-inch Diameter	EA	2.00	\$ 2,200.00	\$ 4,400.00	2.00	\$ 2,200.00	\$ 4,400.00				2.00	\$ 4,400.00	100%	
26	Dr Structure, 36-inch Diameter	EA	2.00	\$ 2,100.00	\$ 4,200.00	2.00	\$ 2,100.00	\$ 4,200.00				2.00	\$ 4,200.00	100%	
27	Station Grading, Sidewalk	STA	50.00	\$ 70.00	\$ 3,500.00	50.00	\$ 70.00	\$ 3,500.00				50.00	\$ 3,500.00	100%	
28	Subgrade Undercutting, Type II	CY	160.00	\$ 23.00	\$ 3,680.00	29.60	\$ 23.00	\$ 680.80				29.60	\$ 680.80	100%	
29	Boulder Retaining Wall	SF	110.00	\$ 31.56	\$ 3,471.60	150.00	\$ 31.56	\$ 4,734.00	40.00	\$ 1,262.40	27%	150.00	\$ 4,734.00	100%	
30	Aggregate Base, 6-inch	SY	4550.00	\$ 6.72	\$ 30,576.00	4437.50	\$ 6.72	\$ 29,820.00	168.50	\$ 1,132.32	4%	4437.50	\$ 29,820.00	100%	
31	Aggregate Base, Approach	TON	75.00	\$ 14.00	\$ 1,050.00	49.00	\$ 14.00	\$ 686.00				49.00	\$ 686.00	100%	
32	Maintenance Aggregate	TON	60.00	\$ 12.00	\$ 720.00	49.00	\$ 12.00	\$ 588.00				49.00	\$ 588.00	100%	
33	Curb and Gutter, Concrete	LF	320.00	\$ 26.00	\$ 8,320.00	290.50	\$ 26.00	\$ 7,553.00				290.50	\$ 7,553.00	100%	
34	Sidewalk Ramp, ADA, Conc, 6-inch	SF	945.00	\$ 12.23	\$ 11,557.35	1076.50	\$ 12.23	\$ 13,165.60	131.50	\$ 1,608.25	12%	1076.50	\$ 13,165.60	100%	
35	Sidewalk, Concrete, 4-inch	SF	28680.00	\$ 3.60	\$ 103,248.00	28339.60	\$ 3.60	\$ 102,022.56				28339.60	\$ 102,022.56	100%	
36	Sidewalk, Concrete, 8-inch	SF	1060.00	\$ 5.33	\$ 5,649.80	720.50	\$ 5.33	\$ 3,840.27				720.50	\$ 3,840.27	100%	
37	Hand Patching	TON	40.00	\$ 230.00	\$ 9,200.00	3.63	\$ 230.00	\$ 834.90				3.63	\$ 834.90	100%	
38	HMA, Driveway, 4-inch	SY	110.00	\$ 103.00	\$ 11,330.00	209.00	\$ 103.00	\$ 21,527.00	99.00	\$ 10,197.00	47%	209.00	\$ 21,527.00	100%	
39	Ditch Grading	LF	1051.00	\$ 7.50	\$ 7,882.50	850.00	\$ 7.50	\$ 6,375.00				850.00	\$ 6,375.00	100%	
40	Rock, Relocate	EA	11.00	\$ 97.00	\$ 1,067.00	10.00	\$ 97.00	\$ 970.00				10.00	\$ 970.00	100%	
41	Irrigation Replacement	EA	30.00	\$ 73.00	\$ 2,190.00	90.00	\$ 73.00	\$ 6,570.00	60.00	\$ 4,380.00	67%	90.00	\$ 6,570.00	100%	
42	Sign, Remove and Reset	EA	5.00	\$ 100.00	\$ 500.00	2.00	\$ 100.00	\$ 200.00				2.00	\$ 200.00	100%	
43	Fire Hydrant, Adjust	EA	3.00	\$ 1,000.00	\$ 3,000.00	3.00	\$ 1,000.00	\$ 3,000.00				3.00	\$ 3,000.00	100%	
44	Water Valve Box, Adjust	EA	7.00	\$ 320.00	\$ 2,240.00	4.00	\$ 320.00	\$ 1,280.00				4.00	\$ 1,280.00	100%	
45	Conduit, DB, 1, 1 1/4-inch	LF	80.00	\$ 15.00	\$ 1,200.00	73.00	\$ 15.00	\$ 1,095.00				73.00	\$ 1,095.00	100%	
46	Conduit, DB, 1, 3-inch	LF	55.00	\$ 20.00	\$ 1,100.00	48.00	\$ 20.00	\$ 960.00				48.00	\$ 960.00	100%	
47	Wood Pole, Fit Up, TS Cable Pole	EA	1.00	\$ 950.00	\$ 950.00	1.00	\$ 950.00	\$ 950.00				1.00	\$ 950.00	100%	
48	Pedestal, Alum	EA	1.00	\$ 900.00	\$ 900.00	1.00	\$ 900.00	\$ 900.00				1.00	\$ 900.00	100%	
49	Pedestal, Foundation	EA	1.00	\$ 900.00	\$ 900.00	1.00	\$ 900.00	\$ 900.00				1.00	\$ 900.00	100%	
50	Pushbutton and Sign	EA	4.00	\$ 1,200.00	\$ 4,800.00	4.00	\$ 1,200.00	\$ 4,800.00				4.00	\$ 4,800.00	100%	
51	Pushbutton, Remove	EA	2.00	\$ 200.00	\$ 400.00	2.00	\$ 200.00	\$ 400.00				2.00	\$ 400.00	100%	
52	TS, Ped, Brckt Arm Mid, Rem	EA	2.00	\$ 250.00	\$ 500.00	2.00	\$ 250.00	\$ 500.00				2.00	\$ 500.00	100%	
53	TS, Ped, 1-way Brckt Arm (LED)	EA	3.00	\$ 2,000.00	\$ 6,000.00	3.00	\$ 2,000.00	\$ 6,000.00				3.00	\$ 6,000.00	100%	
54	TS, Ped, 1-way Pedestal (LED)	EA	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%	
55	Pushbutton Support Post, RCOC	EA	2.00	\$ 1,000.00	\$ 2,000.00	2.00	\$ 1,000.00	\$ 2,000.00				2.00	\$ 2,000.00	100%	
56	Restoration	STA	50.00	\$ 576.00	\$ 28,800.00	50.00	\$ 576.00	\$ 28,800.00				50.00	\$ 28,800.00	100%	
57	Pvmt Mrkg, O-C-P, 6" Crosswalk	LF	105.00	\$ 5.95	\$ 624.75	424.00	\$ 5.95	\$ 2,522.80	319.00	\$ 1,898.05	75%	424.00	\$ 2,522.80	100%	
58	Pvmt Mrkg, O-C-P, 18" Stop Bar	LF	25.00	\$ 12.00	\$ 300.00	24.00	\$ 12.00	\$ 288.00				24.00	\$ 288.00	100%	
59	Remove Spec Marking	SF	50.00	\$ 10.00	\$ 500.00	39.00	\$ 10.00	\$ 390.00				39.00	\$ 390.00	100%	
TOTAL FROM THIS SHEET					\$ 268,757.00			\$ 268,452.92		\$ 20,478.02			\$ 268,452.92		
TOTAL FROM OTHER SHEET					\$ 67,069.95			\$ 54,141.50		\$ 2,538.00			\$ 54,141.50		
SUBTOTAL					\$ 335,826.95			\$ 322,594.42		\$ 23,016.02			\$ 322,594.42	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: PONTIAC TRAIL SIDEWALK

NOVI PROJECT NO.: 17-5002

PAYMENT NO.: FINAL

CIP NO.: 115-009

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	%
60	Pvmt Mrkg, Longit, 6" or less, Rem	LF	15.00	\$ 12.00	\$ 180.00	0.00	\$ 12.00	\$ -				0.00	\$ -	
61	Landscaping Allowance	DLR	1.00	\$ 15,000.00	\$ 15,000.00	0.00	\$ 15,000.00	\$ -				0.00	\$ -	
62	Contingency Allowance	DLR	1.00	\$ 15,000.00	\$ 15,000.00	0.00	\$ 15,000.00	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET	\$	30,180.00	\$	-	\$	-	\$	-	
TOTAL FROM OTHER SHEETS	\$	335,826.95	\$	322,594.42	\$	23,016.02	\$	322,594.42	
SUBTOTAL	\$	366,006.95	\$	322,594.42	\$	23,016.02	\$	322,594.42	100%



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: PONTIAC TRAIL SIDEWALK

NOVI PROJECT NO.: 17-5002

PAYMENT NO.: FINAL

CIP NO.: 115-009

NEW CONTRACT ITEMS

SECTION 1.			COST OF COMPLETED WORK TO DATE										
Item No.	NEW CONTRACT ITEMS		Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit			Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
63	Electrical Handhole	EA	0	0	1.00	\$ 1,378.00	\$ 1,378.00	1.00	\$ 1,378.00	100%	1.00	\$ 1,378.00	100%
64	West Park Sewer 12" Ductile Iron	LS	0	0	1.00	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00	100%	1.00	\$ 14,000.00	100%
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
78			0	0	0.00	\$ -	\$ -				0.00	\$ -	
79			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
81			0	0	0.00	\$ -	\$ -				0.00	\$ -	
82			0	0	0.00	\$ -	\$ -				0.00	\$ -	
83			0	0	0.00	\$ -	\$ -				0.00	\$ -	
84			0	0	0.00	\$ -	\$ -				0.00	\$ -	
85			0	0	0.00	\$ -	\$ -				0.00	\$ -	
86			0	0	0.00	\$ -	\$ -				0.00	\$ -	
87			0	0	0.00	\$ -	\$ -				0.00	\$ -	
88			0	0	0.00	\$ -	\$ -				0.00	\$ -	
89			0	0	0.00	\$ -	\$ -				0.00	\$ -	
90			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET			\$ 15,378.00	\$ 15,378.00	\$ 15,378.00	
TOTAL FROM OTHER SHEETS	\$ 366,006.95		\$ 322,594.42	\$ 23,016.02	\$ 322,594.42	
GRAND TOTAL	\$ 366,006.95		\$ 337,972.42	\$ 38,394.02	\$ 337,972.42	100%



CITY OF NOVI

PURCHASE ORDER NO.

95477

26300 Lee BeGole Dr.
 Novi, Michigan 48375
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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: PONTIAC TRAIL SIDEWALK NOVI PROJECT NO.: 17-5002 PAYMENT NO.: FINAL
 CIP NO.: 115-009

Original Contract Amount: \$ 366,006.95

Change Orders: \$ (28,034.53)

Adjusted Contract Amount to Date: \$ 337,972.42

Total Cost of Work Performed to Date: \$ 337,972.42

MINUS Retainage: 0% \$ -

MINUS Inspection "Crew Days":
 To Date 34.00 \$ 6,300.00
 This Pay 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 331,672.42

MINUS L.D.'s: # of days over = \$ -
 \$ amount/day = \$900

Subtotal: \$ 331,672.42

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 331,672.42

MINUS Amount of Previous Payments: \$ 273,578.06

1 \$ 130,925.16
 2 \$ 142,652.90
 3
 4
 5
 6
 7
 8
 9
 10

BALANCE DUE THIS PAYMENT: \$ 58,094.36

CHANGE ORDERS

No.	Date	Amount
1	August 27, 2018	\$ (28,034.53)
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (28,034.53)

Inspection "Crew Days" Allowed per Contract:	23.00
Additional "Crew Days" per Change Orders:	2.00
Total Inspection "Crew Days" Allowed:	25.00
Inspection "Crew Days" Used to Date:	34.00
Inspection "Crew Days" Remaining:	-9.00



CITY OF NOVI

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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	PONTIAC TRAIL SIDEWALK	NOVI PROJECT NO.:	17-5002	PAYMENT NO.:	FINAL
		CIP NO.:	115-009		

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.

john mattioli

Mattioli Cement Company
CONTRACTOR - Electronic Signature Certification

Barry Gates
Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com,
O=OHM Advisors, CN=Barry Gates
Date: 2018.10.15 08:43:18-04'00'

OHM Advisors
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

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: 2018.10.15 11:15:26 -04'00'

Aaron J. Staup, Construction Engineer
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: 2018.10.22 11:04:39 -04'00'

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. 54222742

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 45175 W TEN MILE RD NOVI MI 48375

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

PONTIAC TRAIL SIDEWALK

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

, CONTRACTOR,

6085 MCGUIRE RD FENTON MI 48430

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 45175 W TEN MILE RD 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: 10/11/2018
(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):



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.: 54222742

Obligee: CITY OF NOVI 45175 W TEN MILE RD 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 February 9th, 2019 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 11th day of October, 2018

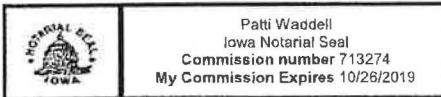


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On this 11th day of October, 2018 before me personally came Dennis J. Richmann 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 11th day of October, 2018



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

Sworn Statement

Schedule B



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF Livingston

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

member of the Mattioli Cement Company LLC

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

Pontiac Trail Sidewalk New Sidewalk

located at: Pontiac Trail

The total amount of the contract is \$337,972.42 of which I have received payment of \$273,578 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to any fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 16 day of Sept, 2018

Name: Alfred Mattioli

By: member Attest:

Subscribed and sworn to before me this 16th day of September, 2018

Notary Public: Barbara Mattioli

BARBARA MATTIOLI NOTARY PUBLIC, STATE OF MI COUNTY OF LIVINGSTON MY COMMISSION EXPIRES Feb 8, 2020 ACTING IN COUNTY OF Livingston

NOTARY SEAL

[Handwritten signature]

Barbara Mattice Notary

9-16-18



FULL UNCONDITIONAL WAIVER OF LIEN

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

WATER SERVICE WORK for the improvement of the property
(Type of service)

described as NIVE
(Project Name)

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

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

Signed on: 10-3-2016 
(Signature of Lien Claimant)

FRANK G. KNECHT
(Printed Name of Lien Claimant)

pres.
(Title of Lien Claimant)

Company Name: FORTANA CONSTRUCTION INC.

Address: 6240 SINS STERLING HB MD 48313

Telephone: 810-560-9377

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Asphalt Pavement Patching for the improvement of the property
(Type of service)

described as City of Novi Sidewalk Program - Beck Road
(Project Name)

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

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

Signed on: 9/10/2018

Digitally signed by Anthony Soave
DN: C=US, E=anthony.soave@villanovaconstruction.com, O=Villanova
Construction Co., Inc., CN=Anthony Soave
Date: 2018.09.10 06:42:27-04'00'

(Signature of Lien Claimant)

Anthony Soave

(Printed Name of Lien Claimant)

Vice President

(Title of Lien Claimant)

Company Name: Villanova Construction Co., Inc.

Address: 20765 Parker Street, Farmington Hills, MI 48336

Telephone: 248-476-5122

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218048



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with MATTIOLI CEMENT to provide
(Prime / Contracting Party)

ELECTRICAL WORK for the improvement of the property
(Type of service)

described as PONTIAC TRAIL PED SIGNAL
(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 of 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: 9-28-18 J. Ranck
(Signature of Lien Claimant)

JOLINDA PRINCEK
(Printed Name of Lien Claimant)

ACCOUNTING DIRECTOR
(Title of Lien Claimant)

Company Name _____
Address _____
Telephone _____
J. RANCK ELECTRIC, INC.
1993 Gover Parkway
Mt. Pleasant, MI 48858
(800) 792-3822

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Mattioli Cement to provide
(Prime Contracting Party)
Pavement markings for the improvement of the property
(Type of service)
described as Pontiac Trail/Beck - Ladd City of 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: 9/10/2018 Nicole Gray
(Signature of Lien Claimant)
Nicole Gray
(Printed Name of Lien Claimant)
Agent
(Title of Lien Claimant)

Company Name: PK Contracting
Address: 1965 Barrett Troy MI 48064
Telephone: 248-362-2130

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with John Mattioli to provide
(Prime Contracting Party)

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

described as Pontiac Trail
(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: 9-14-18

Charles K Shorr
(Signature of Lien Claimant)

Charles K. Shorr
(Printed Name of Lien Claimant)

Vice Pres.
(Title of Lien Claimant)

Company Name: Milford Redi Mix

Address: 800 Concrete Dr. Milford, MI 48381

Telephone: 248-684-1465

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Breed's Tree Service to provide
(Prime Contracting Party)

Tree removal for the improvement of the property
(Type of service)

described as Waver sidewalk job
(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: 9-26-18

John Tschirret
Breed's Tree Service
(Signature of Lien Claimant)

John Tschirret
(Printed Name of Lien Claimant)

owner
(Title of Lien Claimant)

Company Name: Breed's tree Service

Address: 9383 White Rd Linden Mi

Telephone: 517-812-9037

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with MATTIOLI CEMENT, LLC to provide
(Prime Contracting Party)

AUDIO-VIDEO SURVEY for the improvement of the property
(Type of service)

described as PONTIAC TRAIL SIDEWALK
(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: 9/10/18

C. Hurley
(Signature of Lien Claimant)



C. HURLEY
(Printed Name of Lien Claimant)

OFFICER
(Title of Lien Claimant)

Company Name: _____

Address: _____

Telephone: _____

**FINISHING TOUCH
PHOTO & VIDEO
25095 25 MILE RD.
CHESTERFIELD, MI 48051
(586) 749-3340**

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