

## CITY of NOVI CITY COUNCIL

Agenda Item K February 26, 2018

SUBJECT: Approval of the final payment to Highway Maintenance & Construction Company for the 2017 Chip Seal Program in the amount of \$10,232.66, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: /



EXPENDITURE REQUIRED	\$ 10,232.66
AMOUNT BUDGETED	\$ 329,019.00
LINE ITEM NUMBER	203-203.00-870.017

#### BACKGROUND INFORMATION:

As part of the City's ongoing asset management approach to maintaining roads, a 2013 report evaluated the City's 6.7 miles of streets that have a chip sealed surface treatment. Chip sealing is the application of an asphalt emulsion to seal the road's surface, followed by placement and compaction of smaller diameter crushed gravel. The report identified \$806,200 of capital improvements necessary to improve and maintain the chip seal streets in good condition. This program is in its fourth year.

Along with drainage improvements and roadway base repairs, the following street segments were treated in 2017:

- 12 ½ Mile Road
- Dixon Road
- Amis Avenue

- Faywood Street Rexton Street
- · Lebenta Street
- North Haven Drive

This project's construction contract was awarded at the July 31, 2017 City Council meeting to Highway Maintenance & Construction Company in the amount of \$219,969.85.

Engineering staff worked with the engineering consultant for this project, AECOM Great Lakes (URS Corporation Great Lakes), to review and verify the final contract payment amount of \$10,232.66 that is due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, January 24, 2018).

There were two (2) approved change orders issued for this project resulting in a net decrease of \$55,399.15 from the construction contract, or 25.2% under the awarded amount. The approved change orders resulted in a final contract price of \$164,570.70.

RECOMMENDED ACTION: Approval of the final payment to Highway Maintenance & Construction Company for the 2017 Chip Seal Program in the amount of \$10,232.66, plus interest earned on retainage.

# 2017 Chip Seal Program

**Location Map** 





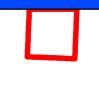
Amended By: Date:

#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GS Manager to

# Legend

Chip Seal Candidates



## City of Novi Engineering Division

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

0 340 680 1,360 2,040 1 inch = 1,667 feet



# 2017 CHIP SEAL PROGRAM



Faywood Street – Looking west



North Haven Drive – Looking east towards Walled Lake



12 ½ Mile Road – Looking west towards Dixon Road



#### 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

January 24, 2018

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

Re: 2017 Chip Seal Program - Highway Maintenance & Construction Co. -

Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for 2017 Chip Seal Program:

- Application for Final Payment
- 2. Contractor's Sworn Statement
- Consent of Surety
- 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.

Sincerely,

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

Elizabeth K. Saarela

Aaron Staup, Construction Engineer January 24, 2018 Page 2

## Enclosures

C: Cortney Hanson, Clerk

Carl Johnson, Finance Director/Chief Financial Officer George Melistas, Engineering Senior Manager Mark Koskinen, AECOM

Thomas R. Schultz, Esquire



Balance Due This Payment =

\$ 10,232.66

PURCHASE ORDER NO. 95246 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

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PROJECT: 2017 CHIP SEAL PROGRAM

NOVI PROJECT NO.:

17-2201

PAYMENT NO .:

FINAL

OWNER: City of Novi 45175 W. Ten Mile Road ENGINEER:

**AECOM Great Lakes** 

CONTRACTOR:

Highway Maintenance & Construction 12101 Wahrman Road

27777 Franklin Road, Suite 2000 Southfield, Michigan 48034

(248) 204-5900

Romulus, Michigan 48174-0411 (734) 941-8885

CONTRACT AMOUNT

Novi, Michigan 48375

FINAL COMPLETION DATES

DATES OF ESTIMATE

ORIGINAL:

\$219,969.85

ORIGINAL:

December 1, 2017

FROM:

October 10, 2017

REVISED:

\$164,570.70

REVISED: ACTUAL:

TO:

December 12, 2017

#### SECTION 1.

#### COST OF COMPLETED WORK TO DATE

Item	2017 CHIP SEAL PROGRAM GL# 203-203.00-870.017 Description of Item	Unit	Quantity		RACT ITEMS	(Origi	inal) Total Amt	Quantity		CosyUnit	(Rev	vised) Total Amt	Quantity		S PERIOD.	%	Quantity	-	TOTAL TO DATE  Amount	%
0	Constr. Inspection "Crew Day"	CD	10.00	s	640.00		6,400.00	10.00	s	640.00		6,400.00	Guantity	1	AHRAIN	76	7.50	ŝ	4,800.00	75%
1	Mobilization (10% Max)	LS	1.00	S	12,000.00	_	12,000.00	1.00	0	12,000.00	_	12,000.00		-			1.00	9	12,000.00	100%
2	Maintaining Traffic	LS	1.00	S	3,500.00	_	3,500.00	1.00	2	3,500.00	9	3.500.00		-			1.00	0	3.500.00	100%
3	Erosion Control. Silt Fence	LF	200.00	9	5.00		1,000.00	0.00	0	5.00	9	3,500.00	-	-			0.00	3	3,500.00	100%
4	Shoulder, Cl II	TON	150.00	S	60.00	_	9.000.00	9.00	9	60.00	_	540.00		+			9.00		540.00	100%
5	DPW Structure Cover, Adj. Case 1	EA	5.00	S	1,450.00	_	7.250.00	3.00	9	1,450.00	_	4,350.00		1			3.00	0	4,350.00	100%
6	Seal, Single Chip	SY	13387.00	S	2.25	_	30,120,75	12328.00	0	2.25	-	27,738.00	_				12328.00	0	27,738.00	100%
7	Seal, Single Chip, Patching	SY	11605.00	-	2.25	_	26,111.25	5114.00	\$	2.25	-	11,506,50		1			5114.00	0	11,506.50	100%
8	Seal, Fog	SY	13387.00	-	0.55		7,362.85	12328.00	4	0.55	_	6,780.40		-			12328.00	0	6,780.40	100%
9	Spray Patch	TON	25.00	0	410.00	_	10.250.00	18.22	0	410.00	_	7,470.20		1			18.22	0	7,470.20	100%
10	Hand Patch	TON	45.00	6	325.00	_	14.625.00	45.00	0	325.00	_	14,625,00		1		_	0.00	9	7,470.20	100%
11	Skim Coat. HMA	TON	845.00	4	110.00	_	92,950.00	800.96	0	110.00	S	88,105.60		1			800.96	•	88,105.60	100%
12	Ditching	LF	100.00	2	40.00		4.000.00	57.00		40.00	e e	2.280.00		-			57.00	4	2,280.00	100%
13	Stop Bar. 24-inch. Cold Plastic	LF	72.00	2	25.00	_	1,800.00	12.00	8	25.00	9	300.00	12.00	5	300.00	100%	12.00	6	300.00	100%



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

### **APPLICATION FOR FINAL PAYMENT**

PROJECT:

2017 CHIP SEAL PROGRAM

NOVI PROJECT NO .:

17-2201

PAYMENT NO .:

FINAL

#### **NEW CONTRACT ITEMS**

SECTION 1. COST OF COMPLETED WORK TO DATE																
ltem ·			NEW CONTRACT ITEMS					THIS PERIOD			TOTAL TO DATE					
No.	Description of Item	Unit	Division	GL#	Quantity	Co	st/Unit	Total	al Amt	Quantity	Amount	%	Quantity		Amount	%
14		77	0	0	0.00	S	-	\$					0.00	S	10/1	
15			0	0	0.00	S		\$					0.00	S		
16			0	0	0.00	\$	2	s	4				0.00	5	114	
17			0	0	0.00	\$		\$	-				0.00	s	-	
18			0	0	0.00	S	. *	\$					0.00	\$		
19			0	0	0.00	\$	4	5					0.00	\$		
20			0	0	0.00	\$		\$	41				0.00	\$		
21			0	0	0.00	\$	- 4	5	*				0.00	\$	- 4	
22			0	0	0.00	\$		5	- 4				0.00	S	64.5	
23			0	0	0.00	\$		s	161				0.00	\$	- 2	
24			0	0	0.00	\$		\$					0.00	\$	- P.	
25			0	0	0.00	\$		\$					0.00	5		
26			0	0	0.00	s	×.	\$	- 4				0.00	S		
27			0	0	0.00	5		s		1000			0.00	s	4	
28			0	0	0.00	\$	(4)	s	- 4				0.00	\$	1.4	
29		4	0	0	0.00	5		\$	-				0.00	S		
30			0	0	0.00	s		s					0.00	\$		
31			0	0	0.00	S	- 2	s					0.00	5	A	
32			0	0	0.00	s		s					0.00	s		
33			0	0	0.00	S		s					0.00	s		
34			0	0	0.00	5	9	5	*				0.00	s		
35			0	0	0.00	s	-	s			- /		0.00	S	- 2	
36			0	0	0.00	s	- 4	s	+				0.00	s		
37			0	0	0.00	\$		s					0.00	s		
38			0	0	0.00	\$		s					0.00	S	-	11.
39			0	0	0.00	S		s					0.00	s	4	
40			0	0	0.00	5		\$					0.00	\$		
41			0	0	0.00	s	+.	s	- 0.				0.00	8		
	TOTAL FROM THIS SHE	ET						\$			\$ -			\$		
	TOTAL FROM OTHER SHEE			\$ 219,9	69.85				179,195.70		\$ 300.00			\$	164,570.70	
	GRAND TOT			\$ 219,9					179,195.70		\$ 300.00			s	164,570.70	929



PURCHASE ORDER NO. 95246

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

## APPLICATION FOR FINAL PAYMENT  PROJECT: 2017 CHIP SEAL PROGRAM  NOVI PROJECT NO.: 17-2201  PA  Original Contract Amount: \$ 219,969.85  CHANGE ORDERS  Change Orders: \$ (55,399.15)  Adjusted Contract Amount to Date: \$ 164,570.70  Total Cost of Work Performed to Date: \$ 164,570.70  ### AMINUS Retainage: 6 ### AMINUS Inspection "Crew Days": To Date This Pay 0.00  Net Amt. Earned of Contract and Extra Work to Date: \$ 164,570.70  ### AMINUS L.D.'s: # of days over = \$ \$ \$ amount/day = \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount
ROJECT: 2017 CHIP SEAL PROGRAM  NOVI PROJECT NO.: 17-2201  PA  riginal Contract Amount:  \$ 219,969.85  CHANGE ORDERS  thange Orders:  \$ (55,399.15)  No. Date  1 October 9, 2017  \$ djusted Contract Amount to Date:  \$ 164,570.70  2 December 12, 2017  \$ 3  INUS Retainage:  INUS Retainage:  INUS Inspection "Crew Days":  To Date This Pay  et Amt. Earned of Contract and Extra Work to Date:  \$ 164,570.70  9  INUS L.D.'s: # of days over = \$ 3 amount/day = \$ \$600	
riginal Contract Amount:  \$ 219,969.85 CHANGE ORDERS  hange Orders: \$ (55,399.15) No. Date 1 October 9, 2017 \$  djusted Contract Amount to Date: \$ 164,570.70 2 December 12, 2017 \$  at 10 October 9, 2017 \$  botal Cost of Work Performed to Date: \$ 164,570.70 4  IINUS Retainage:  IINUS Retainage:  IINUS Inspection "Crew Days": To Date This Pay 0.00  Th	
Section   Sect	Amount
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Adjusted Contract Amount to Date: \$ 164,570.70 2 December 12, 2017 \$ 3 3 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	The second secon
Total Cost of Work Performed to Date: \$ 164,570.70   4   5   5   5   5   5   5   5   5   5	
INUS Retainage: 6	
INUS Inspection "Crew Days": To Date This Pay 0.00   \$ 7 8 8   164,570.70   9   10   10   10   10   10   10   10	
This Pay 0.00 8 et Amt. Earned of Contract and Extra Work to Date: \$ 164,570.70 9  IINUS L.D.'s: # of days over = \$ 10  \$ amount/day = \$600	
et Amt. Earned of Contract and Extra Work to Date: \$ 164,570.70 9  10  10  10  10  10  10  10  10  10  1	
INUS L.D.'s: # of days over = \$ \$ \$ \$ amount/day = \$600	
\$ amount/day = \$600	
1000000	
DD Incentive "Crew Days", if under: \$ 1,600.00 TOTAL: \$	(55,399.15)
subtotal: \$ 166,170.70	
MINUS Amount of Previous Payments: \$ 155,938.04	
2 \$	
3 \$ Inspection "Crew Days" Allowed per C	
4 \$ - Additional "Crew Days" per Change C	
5 \$ - Total Inspection "Crew Days" Allowed	
6 \$ Inspection "Crew Days" Used to Date 7 \$ Inspection "Crew Days" Remaining:	e: 7.50 2.50
8 S - Inspection Crew Days: Remaining:	2.50
9 \$	
10 \$	
ALANCE DUE THIS PAYMENT: \$ 10,232.66	



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

Section 3.

#### **APPLICATION FOR FINAL PAYMENT**

PROJECT: 2017 CHIP SEAL PROGRAM

NOVI PROJECT NO.: 17

17-2201

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.

Jeffrey S Demek P.E.

Digitally signed by Jeffrey S Demek P.E. DN: cn=Jeffrey S Demek P.E. a=Highway Maintenance & Construction, ou. email=jeffdemek@comcast.net, c=US Date: 2017.12.14 0842:51 -05'00'

Highway Maintenance & Construction
CONTRACTOR - Electronic Signature Certification

Mark Koskinen Digitally signed by Mark Koskinen Date: 2018.01.09 09:13:09 -05'00'

AECOM Great Lakes
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Digitally signed by Aaron J Staup

DN: cn=Aaron J Staup, a=C15y of Novi, ou≈Engineering

DN:son, email=astaup@cityofnovi.org, c≈US

Date: 2018 01:22 07:56:47-05\*00\*

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

1200

Digitally signed by George Melistas DN: cn=George Melistas, a=City of Novi, ou=Engineering Division, email:gmelistas@citypdnovi.org, z=US Date: 2018.01.22.08.25:43-05:001

George D. Melistas, Engineering Senior Manager Electronic Signature Certification

All Full Unconditional Walvers 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.

CONTRACTOR SURETY OTHER  TO (OWNER) (Name and address)  City Of Novi 45175 West Ten Mile Road Nov., MI 48375  CONTRACT DATE: // PROJECT: (Name and address)  CONTRACT DATE: // PROJECT: (Name and address)  2017 Chip Seal Program  CONTRACTOR: HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  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)  On bond of here insert name and address of Contractor Company One Bala Chrawd, PA 15004  On bond of here insert name and address of Contractor (HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  CONTRACTOR, CONTRACTOR, HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48175  CONTRACTOR, CONTRA	TO FINA	NT OF SURETY L PAYMENT	OWNER ARCHITECT	
TO (OWNER) (Name and address)  City Of Novi 45175 West Ten Mile Road Novi, MI 48375  CONTRACT DATE: // PROJECT: (Name and address) 2017 Chip Seal Program  CONTRACTOR: HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  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) One Bala Plaza, Site. 100 Bala Cynwyd, PA 19004  On bond of (nere insert name and address of Contractor) HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  Nereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company any of its obligations to (here insert name and address of Owner) (Try Of Novi 45175 West Ten Mille Road Novi, MI 48373 as set forth in the said Surety Company's bond.  N WITNESS WHEREOF, the Surety Company has hereunto set its hand this 20th day of December, 2017. (Insert in writing the month following by the numeric date and year)  Philadelphia Indemnity Insurance Company Surety Company Surety Company Surety Company Surety Company Signature of Authorized Representative	AIA DOCUM	ENT G707		=
City Of Novi 45175 West Ten Mile Road Novi, MI 48375  CONTRACT DATE: //  PROJECT: (Name and address) 2017 Chip Seal Program  CONTRACTOR: Highway Maintenance & Construction Co. 12101 Wahrman Road Romulus, MI 48174  In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surely.)  Philadelphia Indemnity Insurance Company One Bala Plaza, Ste. 100 Bala Crowyd, PA 1904  on bond of (here insert name and address of Contractor) Highway Maintenance & Construction Co. 12101 Wahrman Road Romulus, MI 48174  , CONTRACTOR,  hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company any of its obligations to (here insert name and address of Owner)  Sity Of Novi 45175 West Ten Mile Road Novi, MI 48375  as set forth in the said Surety Company's bond.  IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 20th day of December, 2017. (firsert in writing the month following by the numeric date and year)  Philadelphia Indemnity Insurance Company Surety Company Surety Company Surety Company Signature of Authorized Representative	(Instructions	on reverse side)	OTHER	=
City Of Novi 45175 West Ten Mile Road Novi, MI 48375  CONTRACT DATE: // PROJECT: (Name and address) 2017 Chip Seal Program  CONTRACTOR: HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surely) Philadelphia Indemnity Insurance Company One Bala Paza, Ste. 100 Bala Cynwyd, PA 1904  on bond of (nere insert name and address of Contractor) HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  , CONTRACTOR.  hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company any of its obligations to (here insert name and address of Owner) City Of Novi 45175 West Ten Mile Road Novi, MI 48375  as set forth in the said Surety Company's bond.  IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 20th day of December, 2017. (Insert in writing the month following by the numeric date and year)  Attest:  Attest:  Attest:  Seal			* DOLUTEOTIC DDC	(TOT NO.
45175 West Ten Mile Road Novi, MI 48375  CONTRACT DATE: / / PROJECT: (Name and address) 2017 Chip Seal Program  CONTRACTOR: HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surely.) Philadelphia Indemnity Insurance Company One Bala Plaza, Ste. 100 Bala Cymwrd, PA 19004 , SURETY.  on bond of (here insert name and address of Contractor) HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174 , CONTRACTOR.  hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company any of its obligations to (here insert name and address of Owner) City Of Novi 45175 West Ten Mile Road Novi, MI 48375 as set forth in the said Surety Company's bond.  IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 20th day of December, 2017. (Insert in writing the month following by the numeric date and year)  Philadelphia Indemnity Insurance Company Surety Company	(Name and a	address)	ARCHITECT'S PROJ	JECT NO:
PROJECT: (Name and address) 2017 Chip Seal Program  CONTRACTOR: HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  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) Philadelphia Indemnity Insurance Company One Bala Plaza, Ste. 100 Bala Cynwyd, PA 19004  On bond of (here insert name and address of Contractor) HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  DONTRACTOR,  hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company any of its obligations to (here insert name and address of Owner)  City Of Novi 45175 West Ten Mile Road Novi, MI 48375 as set forth in the said Surety Company's bond.  IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 20th day of December, 2017. (Insert in writing the month following by the numeric date and year)  Philadelphia Indemnity Insurance Company Surety Company  Attest:  Seal  Attest:  Seal		45175 West Ten Mile Road	Bond No. PB0245	2301223
(Name and address) 2017 Chip Seal Program  CONTRACTOR: HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  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) Philadelphia Indemnity Insurance Company One Bala Plaza, Ste. 100 Bala Cynwyd, PA 19004  On bond of (here insert name and address of Contractor) HIGHWAY MAINTENANCE & CONSTRUCTION CO. 12101 Wahrman Road Romulus, MI 48174  CONTRACTOR,  hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company any of its obligations to (here insert name and address of Owner) City Of Novi 45175 West Ten Mile Road Novi, MI 48375 as set forth in the said Surety Company's bond.  IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 20th day of December, 2017. (Insert in writing the month following by the numeric date and year)  Philadelphia Indemnity Insurance Company Surety Company Signature of Authorized Representative	CONTRACT	DATE: / /		
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Attest: Seal  In WITNESS WHEREOF, the Surety Company has hereunto set its hand this 20th day of December, 2017.    Philadelphia Indemnity Insurance Company Surety Company Signature of Authorized Representative			, OWNER,	
Attest: Seal  Philadelphia Indemnity Insurance Company Surety Company Signature of Authorized Representative	as set forth in	the said Surety Company's bond.		
Attest: Seal  Philadelphia Indemnity Insurance Company Surety Company Signature of Authorized Representative	IN WITNESS	WHEREOF the Surety Company has hereunto s	et its hand this 20th day of	December 2017
Attest: Seal Surety Company Multiple B. Mal Signature of Authorized Representative			or no nama uno <u>sour</u> day or	
Attest: Seal Surety Company Multiple B. Mal Signature of Authorized Representative			Philadelphia Indemn	nity Insurance Company
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#### PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

#### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint William J. McNish, Suzanne M. Moceri, Michelle B. Graham & John W. McNish of McNish Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5.000.000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER

RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(Seal)

Hoemson

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEATTH OF PERMISTEVANIA ROSSICIA SAIL HERE HARRIS, NOTETY PUBLIC Lever Metion Tupo, Montagament County My Committeen Expires Jan. 8, 1818 Tales manageral section of Academy

Notary Public:

Now Howard

(Notary Seal)

residing at:

Bala Cvnwvd, PA

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of 20th Rec , 201



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



### 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

	_
on oath dep	oses and says that (s)he is the
of the	Highway Maintenance & Construction Co.
	(Firm Name)
if Navi to fui	rnish labor and materials for the
(Desc	ription of Improvement)
payment, th	of which I have received payment of nat the persons, firms, and corporations engaged by the
es, equipme ; that the do ces, equipm to be perfo the undersi	ent, labor and/or materials in the construction or repair ollar amount set opposite each such person, firm, or nent, and/or materials furnished with reqpect to said ormed with respect to said premises by the undersigned gned or any persons, firms, or corporations named in en fully accepted by the owner and completed according
	on oath dep of the f Novi to fur (Description of the description of the description of the perfettier undersite)

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

on Co. /corporation/pa	rtnership)		_
Attest:	President		_
18th	day of		, 20_ 17_
	MyCo	County Of Wayne mmission Expires 07	-17-2023
ī		NOTARY SEAL	
- 1			
	/corporation/pa	Attest: President  18th day of  Nota	Attest: President  Title)  18th day of December  REBECCA L SMIT Notary Public, State of M County Of Wayne My Commission Expires 07 Acting in the County of

## SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
BOWEN V PAVING	ASSMALT	95275	95,275		#DIV/0!	\$0.00
MICHANN V	PANEMENT MAKING	300€	3000		#DIV/0!	\$0.00
					#DIV/01	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00		\$0.00

## RECAPITULATION

	Work Completed to Date:		Amount of Original Contract:
	Less: Total Retainage:		Plus: Extras to Contract:
\$0.00	Less: Amount Previously Paid:	\$0.00	Total: Contract plus Extres:
	Less: Amount of this Request		Less: Credits to Contract:
\$0.00	Total Balance Due:	\$0.00	Total: Adjusted Contract:

page.1

Dec 20 17, 09:55a

Highway Maint Const

734-941-8962

p 1

to provide



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Highway Maintenance & Construction Co.

		(Prime Contracting Party)
Chip Seal		for the improvement of the property
	(Type of service)	
described as	2017 Novi Chip Seal	
		(Payuu Name)
		ied, by signing this waiver, all my/our construction re hereby waived and released.
owner or less Notice of Fun the owner, less us, the owner,	ec of the property hishing from merone usee, or designee hat lessee, or designee	o property that is a residential structure and if the or the owner's or lessee's designee has received a cor us or if I/we are not required to provide one, and is not received this waiver directly from me/one of may not rely upon it without contacting me/one of or personally, to verify that it is authentic.
Signed on: _	2-20-17	(Signature of Lier Claimant)
		MIKE Bowson (Printed Name of Lien Claimant)
		Mrzsiocer (Title of Lien Oaimont)
Company Nan	ne: Bowen Paving	
Address: 100	1 Cesar E Chavez Pon	itiac, Mi 48340
Telephone: 2	48-332-4956	

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

Dec 18 17, 01:36p Highway Maint Const

3135326152 734-941-8962 PAGE. 1/ 1

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## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contra	ct with Highway M	eIntenance & Construction Co. (Prime Contracting Party)	to provide
2000		(Filling Community 2 ary)	
Striping	(Type of worvice)	for the improver	ment of the property
described as	2017 Novi Chip Sea	I Program	
-		(Project Namo)	
		fied, by signing this waiver, all are hereby waived and released.	my/our construction
owner or lesse Notice of Furn the owner, les us, the owner,	ishing from me/on see, or designee he lessee, or designee iting, by telephone	to property that is a residential or the owner's or lessee's design or us or if I/we are not required as not received this waiver direct may not rely upon it without or or personally to verify that it is (Signature of Lien Charles Name of Lien Charles Ch	gnee has received a to provide one, and only from me/one of contacting me/one of a authentic.
Company Nam	ae: Mo Mann Striping		
Address: 139	82 Crosley Redford, M	1 48239	
relephone: 31	3-632-1800		

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