



**CITY OF NOVI CITY COUNCIL**  
**SEPTEMBER 22, 2025**

**SUBJECT:** Approval of the final payment to Ajax Paving Industries, for the 2023 Capital Preventative Maintenance Program, in the amount of \$131,556

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**KEY HIGHLIGHTS:**

- Construction was performed on time and on budget.
- The original construction scope was asphalt roads in the Island Lake of Novi subdivision.
- The following scopes were added via City Council-approved Change Orders
  - Beck Road, 9 Mile to 11 Mile. (May 20, 2024)
  - 11 Mile Road, Beck Road to Taft Road (August 12, 2024)
  - 11 Mile Road, Taft Road to Clark Street (February 10, 2025)
  - Beck Road, 11 Mile Road to Grand River Avenue. (March 10, 2025)

**FINANCIAL IMPACT**

	<b>FY 2025/26</b>
<b>EXPENDITURE REQUIRED</b>	<b>\$ 1,600.00 Expense</b> <b>\$ 129,956.79 Retainage</b> <b>\$ 131,556.79 Total</b>
<b>BUDGET</b>	
Major Roads Funds (202-449.20-975.226)	\$ 1,600.00
Major Roads Retainage (202-000.00-211.244)	\$ 86736.04
Local Roads Retainage (203-000.00-211.420)	\$ 43,220.75
<b>APPROPRIATION REQUIRED</b>	<b>\$0</b>
<b>FUND BALANCE IMPACT</b>	<b>\$0</b>

**BACKGROUND INFORMATION:**

The engineering consultant, AECOM-Great Lakes, assisted City staff with developing a list of local asphalt road candidates for a Capital Preventive Maintenance (CPM) program. A CPM consists of surface treatments to roads rated as fair condition (5 or 6 using the PASER rating system) and is a cost-effective way to treat roads with surface deterioration that are still structurally sound. The CPM program was identified in the

Road Report and Transportation Asset Management Plan (TAMP) as a key component in extending the service life of asphalt roads. These treatments help to correct surface deficiencies, slow the rate of deterioration, and protect the underlying structure of the road. This program focused solely on asphalt roads in the Island Lake of Novi subdivision.

Due to the unknown, long-term future of the Beck Road corridor (8 Mile to Pontiac Trail), City staff and the Mobility Committee agreed to approach Ajax Paving Industries, Inc. with a plan to apply a short-term CPM-type treatment to Beck Road from 9 Mile to 11 Mile Roads. The treatment was identified as a Pavement Preservation Overlay (PPO) which consisted of milling off 3-inches of the existing asphalt and replacing with 3-inches of new asphalt, in two lifts. City Council approved the change order in the amount of \$1,081,882.04 for this work on May 20, 2024.

11 Mile Road from Beck to Taft Roads was already designed and programmed in the CIP for 2027 construction as a full reconstruction. After re-evaluating the scope and budget, along with the close proximity to Beck Road, staff decided to move forward with a PPO here as well. City Council approved this change order in the amount of \$367,354.01 for this work on August 12, 2024.

Pleased with the product and timeliness on the Beck and 11 Mile PPOs, City staff decided to move forward with another PPO on 11 Mile Road, between Taft Road and Clark Street. City Council approved this change order in the amount of \$238,928.07 on February 10, 2025. This work included some removal and replacement of several concrete curb and gutter segments.

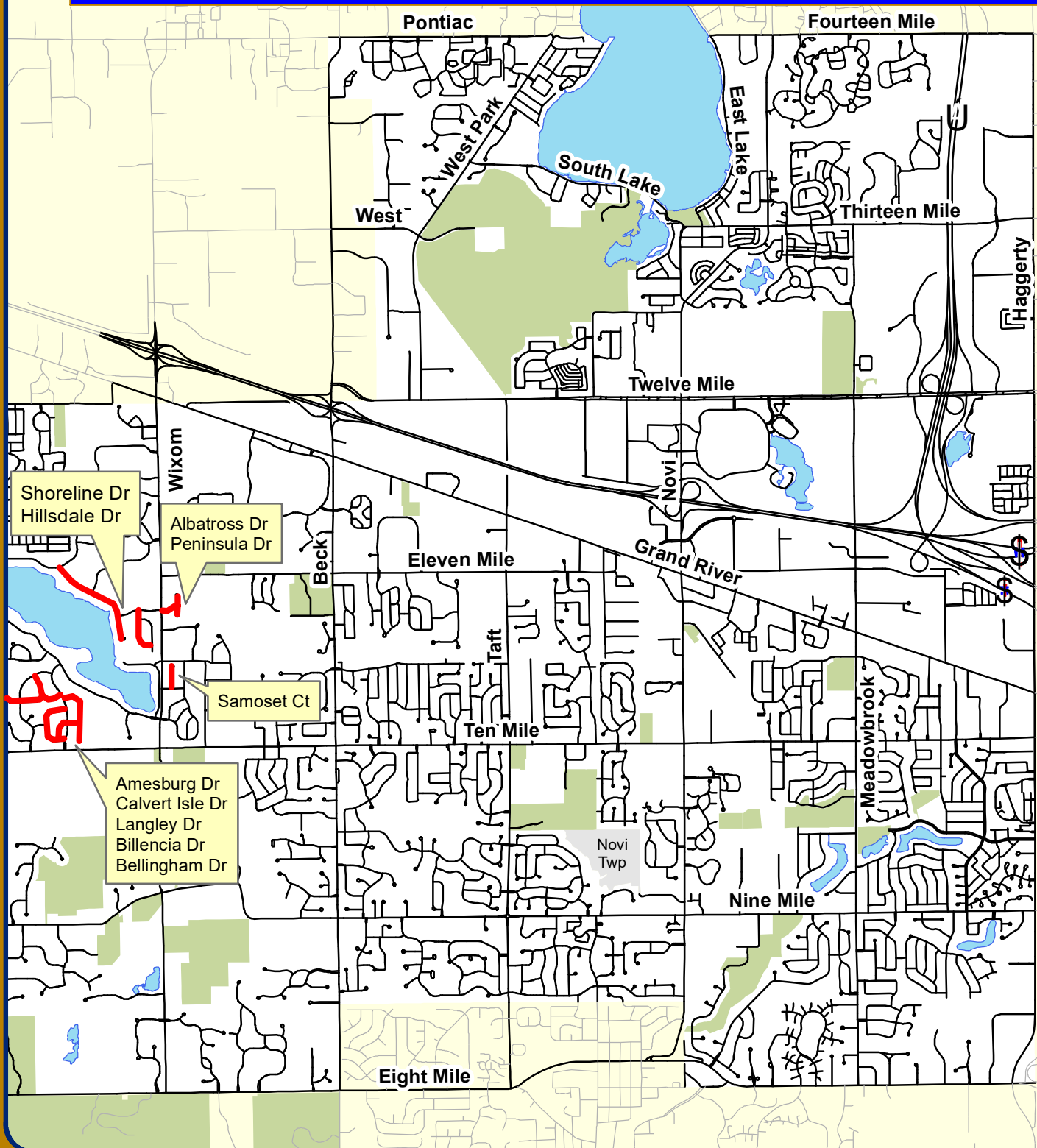
Finally, when we began discussions for the PPOs on Beck Road from 9 to 11 Mile, it was thought that the Beck Road Widening project from 11 Mile to Grand River may be under construction afterwards. Since the City was delayed to another construction season and the condition was beyond the maintenance capabilities of the Field Operations crews, we again approached Ajax to provide a quick, Ultra-Thin Overlay. This treatment consists of milling an inch and placing back. City Council approved this change order in the amount of \$150,073.04 at the March 10, 2025, meeting. This solution was completed in two days.

The initial CPM construction contract was awarded at the July 31, 2023, City Council meeting to Ajax Paving Industries, Inc., in the amount of \$866,078.70. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract amount of \$131,556.79 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, August 19, 2025).

There were eight (8) approved change orders issued, resulting in an overall increase of \$651,175.20 to the contract. The approved change orders resulted in a final contract price of \$1,517,253.90.

**RECOMMENDED ACTION:** Approval of the final payment to Ajax Paving Industries, Inc. for the 2023 Capital Preventative Maintenance Program, in the amount of \$131,556.79, plus interest earned on retainage.

# 2023 Capital Preventative Maintenance



Map Author: Runkel  
Date: May 31, 2023  
Project: 2023 CPM  
Version #: 1.0

## MAP INTERPRETATION NOTICE

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

## Project Performed By:

City of Novi



**City of Novi**

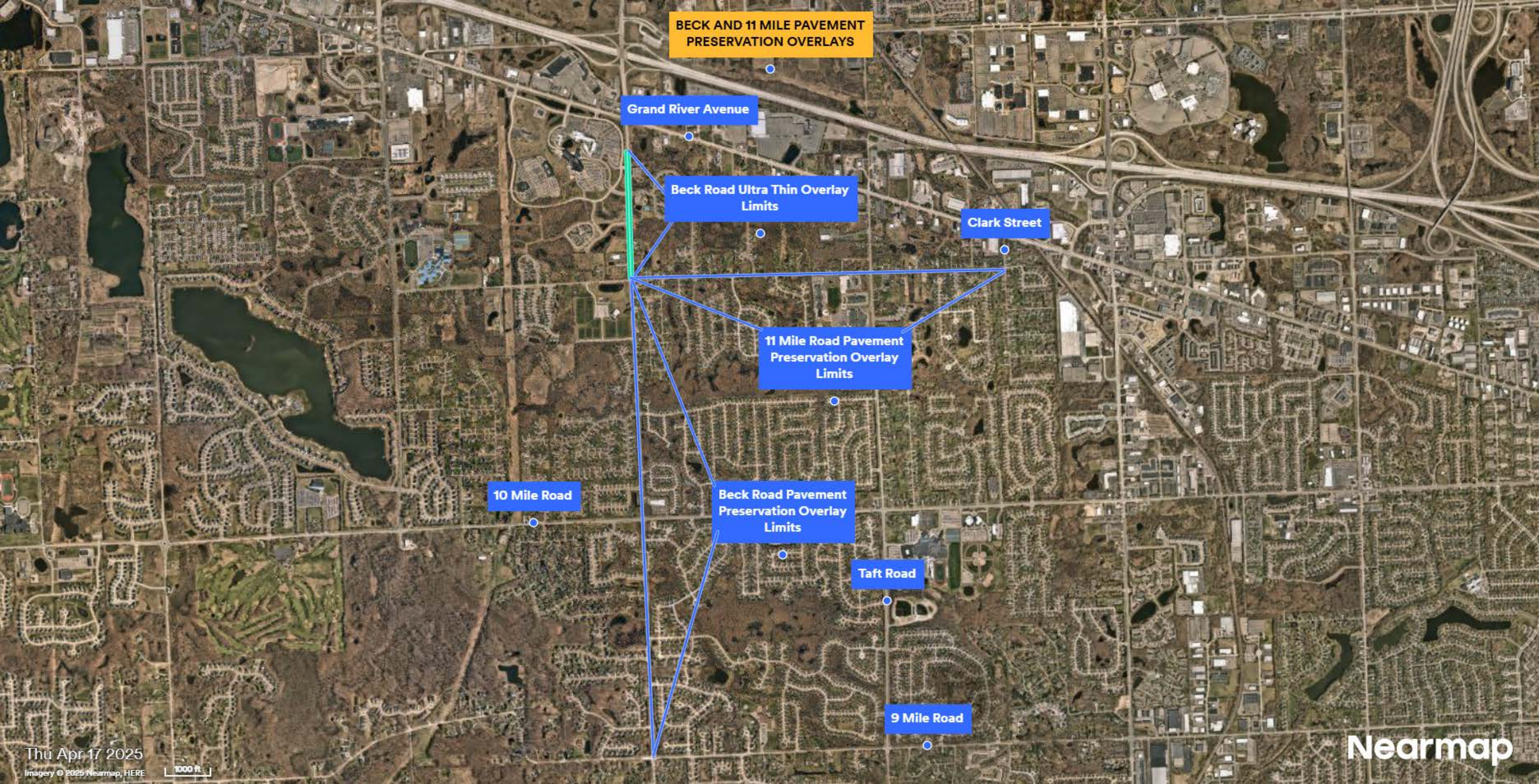
Engineering Division  
Department of Public Works  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

Feet  
0 875 1,750 3,500 5,250

1 inch = 4,328 feet







**BECK AND 11 MILE PAVEMENT  
PRESERVATION OVERLAYS**

**Grand River Avenue**

**Beck Road Ultra Thin Overlay  
Limits**

**Clark Street**

**11 Mile Road Pavement  
Preservation Overlay  
Limits**

**10 Mile Road**

**Beck Road Pavement  
Preservation Overlay  
Limits**

**Taft Road**

**9 Mile Road**



## 2023 CAPTIAL PREVENTATIVE MAINTENANCE PROGRAM



Paving the first half of Amesburg Drive in Island Lake



Completed new pavement on Billenca Drive in Island Lake

## 11 MILE PAVEMENT PRESERVATION OVERLAYS



11 Mile between Beck and Taft Roads, looking east



11 Mile between Taft Road and Clark Street, looking west



## BECK ROAD PAVEMENT PRESERVATION OVERLAYS



Beck Road between 9 and 10 Mile Roads, looking south



Beck Road between 10 and 11 Mile Roads, looking north

## BECK ROAD ULTRA-THIN MILL AND OVERLAY



Beck Road between 11 Mile and Grand River, looking south



Beck Road between 11 Mile and Grand River, looking north from Providence Drive



ELIZABETH KUDLA SAARELA  
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ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

August 19, 2025

Aaron Staup, Construction Engineer  
City of Novi  
Department of Public Works  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: 2023 Capital Preventative Maintenance, Beck Road Pavement Preservation Overlay (9 Mile to 11 Mile), 11 Mile Road Pavement Preservation Overlay (Beck to Taft Road) – Ajax Paving Industries, Inc. - Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Capital Preventative Maintenance, Beck Road Pavement Preservation Overlay (9 Mile to 11 Mile), and 11 Mile Road Pavement Preservation Overlay (Beck to Taft Road) Projects:

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

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final 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

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Megan Mikus, Deputy Director of Public Works (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI





# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 2023 Capital Preventative  
Maintenance Program

**NOVI PROJECT NO.:** 23-2201  
**CIP NO.:** N/A

**PAYMENT NO.:** FINAL

### NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE									
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE			
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
17			0	0	0.00	\$ -	\$ -				0.00	\$ -		
18			0	0	0.00	\$ -	\$ -				0.00	\$ -		
19			0	0	0.00	\$ -	\$ -				0.00	\$ -		
20			0	0	0.00	\$ -	\$ -				0.00	\$ -		
21			0	0	0.00	\$ -	\$ -				0.00	\$ -		
22			0	0	0.00	\$ -	\$ -				0.00	\$ -		
23			0	0	0.00	\$ -	\$ -				0.00	\$ -		
24			0	0	0.00	\$ -	\$ -				0.00	\$ -		
25			0	0	0.00	\$ -	\$ -				0.00	\$ -		
26			0	0	0.00	\$ -	\$ -				0.00	\$ -		
27			0	0	0.00	\$ -	\$ -				0.00	\$ -		
28			0	0	0.00	\$ -	\$ -				0.00	\$ -		
29			0	0	0.00	\$ -	\$ -				0.00	\$ -		
30			0	0	0.00	\$ -	\$ -				0.00	\$ -		
31			0	0	0.00	\$ -	\$ -				0.00	\$ -		
32			0	0	0.00	\$ -	\$ -				0.00	\$ -		
33			0	0	0.00	\$ -	\$ -				0.00	\$ -		
34			0	0	0.00	\$ -	\$ -				0.00	\$ -		
35			0	0	0.00	\$ -	\$ -				0.00	\$ -		
36			0	0	0.00	\$ -	\$ -				0.00	\$ -		
37			0	0	0.00	\$ -	\$ -				0.00	\$ -		
38			0	0	0.00	\$ -	\$ -				0.00	\$ -		
39			0	0	0.00	\$ -	\$ -				0.00	\$ -		
40			0	0	0.00	\$ -	\$ -				0.00	\$ -		
41			0	0	0.00	\$ -	\$ -				0.00	\$ -		
42			0	0	0.00	\$ -	\$ -				0.00	\$ -		
43			0	0	0.00	\$ -	\$ -				0.00	\$ -		
44			0	0	0.00	\$ -	\$ -				0.00	\$ -		
TOTAL FROM THIS SHEET							\$ -		\$ -			\$ -		
TOTAL FROM OTHER SHEETS					\$	866,078.70	\$	864,415.05	\$	-		\$	864,415.05	
GRAND TOTAL					\$	866,078.70	\$	864,415.05	\$	-		\$	864,415.05	100%





## CITY OF NOVI

PURCHASE ORDER NO.

97349

26300 Lee BeGole Dr.

Novi, Michigan 48375

Tel: (248) 347-0454

Fax: (248) 735-5659

## Section 2.

## APPLICATION FOR FINAL PAYMENT

PROJECT: 2023 Capital Preventative  
Maintenance Program

NOVI PROJECT NO.: 23-2201  
CIP NO.: N/A

PAYMENT NO.: FINAL

Original Contract Amount: \$ 866,078.70

Change Orders: \$ (1,663.65)

Adjusted Contract Amount to Date: \$ 864,415.05

Total Cost of Work Performed to Date: \$ 864,415.05

MINUS Retainage:

MINUS Inspection "Crew Days": To Date 0.00 \$ -  
This Pay 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 864,415.05

MINUS L.D.'s: # of days over = \$ -  
\$ amount/day = \$1,000

Subtotal: \$ 864,415.05

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

Subtotal: \$ 864,415.05

MINUS Amount of Previous Payments: \$ 821,194.30

1 \$ 735,307.82  
2 \$ 85,346.48  
3 \$ -  
4 \$ 540.00  
5 \$ -  
6 \$ -  
7 \$ -  
8 \$ -  
9 \$ -  
10 \$ -

BALANCE DUE THIS PAYMENT: \$ 43,220.75

## CHANGE ORDERS

No.	Date	Amount
1	September 29, 2023	\$ (28.19)
2	February 5, 2024	\$ (1,635.46)
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (1,663.65)

Inspection "Crew Days" Allowed per Contract:	0.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	0.00
Inspection "Crew Days" Used to Date:	0.00
Inspection "Crew Days" Remaining:	0.00





# CITY OF NOVI

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

## Section 3.

### APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b>	2023 Capital Preventative Maintenance Program	<b>NOVI PROJECT NO.:</b>	23-2201	<b>PAYMENT NO.:</b>	FINAL
		<b>CIP NO.:</b>	N/A		

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

**CITY OF NOVI**

**Aaron J. Staup, Construction Engineer**

Electronic Signature Certification

**Ajax Paving Industries, Inc.**

CONTRACTOR - Electronic Signature Certification

**AECOM-Great Lakes**

CONSULTANT - 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.



## CITY OF NOVI

Sheet 1 of 6

**Balance Due This Payment = \$ 88,336.04**

**PURCHASE ORDER NO.**

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** BECK RD PPO (9 to 11 Mile) & 11 MILE RD PPO (Beck to Taft)

NOVI PROJECT NO.:	24-2303
CIP NO.:	N/A

PAYMENT NO.:	FINAL
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**OWNER:** City of Novi  
45175 W. Ten Mile Road  
Novi, Michigan 48375

**ENGINEER:** AECOM-Great Lakes  
39575 Lewis Drive, Suite 400  
Novi, Michigan 48377  
(248) 204-5900

**CONTRACTOR:** Ajax Paving Industries, Inc.  
1957 Crooks Road, Suite A  
Troy, Michigan 48084  
(248) 244-3300

CONTRACT AMOUNT

### FINAL COMPLETION DATES

**DATES OF ESTIMATE**

**ORIGINAL:** \$1,449,236.05

ORIGINAL: September 6, 2024

**FROM:** July 1, 2025

**REVISED:** \$1,734,720.89

**ACTUAL:** \_\_\_\_\_

**TO:** July 30, 2025

**SECTION 1.**

### COST OF COMPLETED WORK TO DATE

[illegible]

TOTAL THIS SHEET

\$ 563,476.75

\$ 502,454.70

§ -

\$ 502,454.70

100%



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

**PROJECT:** BECK RD PPO (9 to 11 Mile) & 11  
MILE RD PPO (Beck to Taft)

PAYMENT NO.:	FINAL
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[illegible]



100%





# CITY OF NOVI

Sheet 4 of 6

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** BECK RD PPO (9 to 11 Mile) & 11  
MILE RD PPO (Beck to Taft)

**NOVI PROJECT NO.:** 24-2303  
**CIP NO.:** N/A

**PAYMENT NO.:** FINAL

### NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
400	Mobilization - 11 (Taft-Clark)	LS	4	202-449.20-975.177	1.00	\$ 21,000.00	\$ 21,000.00				1.00	\$ 21,000.00	100%
401	Pre-Construction Audio-Visual - 11 (Taft-Clark)	LS	4	202-449.20-975.177	1.00	\$ 925.00	\$ 925.00				1.00	\$ 925.00	100%
402	Erosion Ctrl, Inlet Protection, Fabric Drop	Ea	4	202-449.20-975.177	0.00	\$ 100.00	\$ -				0.00	\$ -	
403	Cold Milling HMA Surface - 11 (Taft-Clark)	Syd	4	202-449.20-975.177	8250.61	\$ 2.98	\$ 24,586.82				8250.61	\$ 24,586.82	100%
404	HMA, 4EMH - 11 (Taft-Clark)	Ton	4	202-449.20-975.177	930.09	\$ 117.25	\$ 109,053.05				930.09	\$ 109,053.05	100%
405	Base Repairs - 11 (Taft-Clark)	Syd	4	202-449.20-975.177	0.00	\$ 30.00	\$ -				0.00	\$ -	
406	Curb and Gutter, Rem	Ft	4	202-449.20-975.177	20.66	\$ 20.00	\$ 413.20				20.66	\$ 413.20	100%
407	Curb and Gutter, Conc	FT	4	202-449.20-975.177	20.66	\$ 120.00	\$ 2,479.20				20.66	\$ 2,479.20	100%
408	Dr Structure Cover, Type K	Ea	4	202-449.20-975.177	2.00	\$ 1,200.00	\$ 2,400.00				2.00	\$ 2,400.00	100%
409	DPS Structure Cover, Adj, Case 1	Ea	4	202-449.20-975.177	18.00	\$ 1,600.00	\$ 28,800.00				18.00	\$ 28,800.00	100%
410	Pavement Markings - 11 (Taft-Clark)	LS	4	202-449.20-975.177	1.00	\$ 8,500.00	\$ 8,500.00				1.00	\$ 8,500.00	100%
411	Maintaining Traffic - 11 (Taft-Clark)	LS	4	202-449.20-975.177	1.00	\$ 41,500.00	\$ 41,500.00				1.00	\$ 41,500.00	100%
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
500	Mobilization - Beck (11-GR)	LS	5	202-449.20-975.177	1.00	\$ 15,000.00	\$ 15,000.00				1.00	\$ 15,000.00	100%
501	Pre-Construction Audio-Visual - Beck (11-GR)	LS	5	202-449.20-975.177	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
502	Cold Milling HMA Surface - Beck (11-GR)	Syd	5	202-449.20-975.177	10843.11	\$ 2.98	\$ 32,312.47				10843.11	\$ 32,312.47	100%
503	Ultra-Thin Overlay, Medium Vol, Warrant	Syd	5	202-449.20-975.177	10843.11	\$ 7.90	\$ 85,660.57				10843.11	\$ 85,660.57	100%
504	Pavement Markings - Beck (11-GR)	LS	5	202-449.20-975.177	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
505	Maintaining Traffic - Beck (11-GR)	LS	5	202-449.20-975.177	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
506	Add'l Pavt Mrkg - Beck (11-GR)	LS	5	202-449.20-975.177	1.00	\$ 3,600.00	\$ 3,600.00				1.00	\$ 3,600.00	100%
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 389,730.31		\$ -			\$ 389,730.31	
TOTAL FROM OTHER SHEETS						\$ 1,449,236.05	\$ 1,344,990.58		\$ -			\$ 1,344,990.58	
GRAND TOTAL						\$ 1,449,236.05	\$ 1,734,720.89		\$ -			\$ 1,734,720.89	100%



## CITY OF NOVI

PURCHASE ORDER NO.

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

## Section 2.

## APPLICATION FOR FINAL PAYMENT

PROJECT: BECK RD PPO (9 to 11 Mile) & 11  
MILE RD PPO (Beck to Taft)

NOVI PROJECT NO.: 24-2303  
CIP NO.: N/A

PAYMENT NO.: FINAL

Original Contract Amount: \$ 1,449,236.05

## CHANGE ORDERS

Change Orders: \$ 285,484.84

Adjusted Contract Amount to Date: \$ 1,734,720.89

Total Cost of Work Performed to Date: \$ 1,734,720.89

MINUS Retainage:	0%	\$ -
MINUS Inspection "Crew Days": To Date	13.00	\$ -
This Pay	0.00	
Net Amt. Earned of Contract and Extra Work to Date:		\$ 1,734,720.89

MINUS L.D.'s: # of days over = \$ -  
\$ amount/day = \$1,000

Subtotal: \$ 1,734,720.89

ADD Incentive "Crew Days", if under: \$ 1,600.00

Subtotal: \$ 1,736,320.89

MINUS Amount of Previous Payments: \$ 1,647,984.85

1	\$	1,258,333.55
2	\$	362,573.80
3	\$	27,077.50
4	\$	-
5	\$	-
6	\$	-
7	\$	-
8	\$	-
9	\$	-
10	\$	-

BALANCE DUE THIS PAYMENT: \$ 88,336.04

No.	Date		Amount
1	September 11, 2024	\$	(104,245.47)
	January 20, 2025	\$	238,928.07
3	March 21, 2025	\$	156,884.00
4	May 15, 2025	\$	(9,681.76)
5	June 30, 2025	\$	3,600.00
6			
7			
8			
9			
10			

TOTAL: \$ 285,484.84

Inspection "Crew Days" Allowed per Contract:	15.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	15.00
Inspection "Crew Days" Used to Date:	13.00
Inspection "Crew Days" Remaining:	2.00





# CITY OF NOVI

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

## Section 3.

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b>	BECK RD PPO (9 to 11 Mile) & 11 MILE RD PPO (Beck to Taft)	<b>NOVI PROJECT NO.:</b>	24-2303	<b>PAYMENT NO.:</b>	FINAL
		<b>CIP NO.:</b>	N/A		

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

**CITY OF NOVI**

**Aaron J. Staup, Construction Engineer**

Electronic Signature Certification

**Ajax Paving Industries, Inc.**  
CONTRACTOR - Electronic Signature Certification

**AECOM-Great Lakes**  
CONSULTANT - 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.

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

**BOND NO. 013132495**

IN FAVOR OF **City of Novi**

ON BEHALF OF **Ajax Paving Industries, Inc.**

EFFECTIVE **July 26, 2023**

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, **Liberty Mutual Insurance Company** hereby gives its consent to:


**Increase the bond amount from \$866,078.70 to \$2,599,135.95.**

EFFECTIVE: **July 3, 2025**

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond and under the attached bond as changes by this rider shall not be cumulative.

**SIGNED, AND SEALED** this 3rd day of July, 2025

**Liberty Mutual Insurance Company** Surety

  
\_\_\_\_\_  
**Holly Nichols, Attorney-in-Fact**





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213450-013068**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicholas Ashburn; Robert D. Heuer; Paul H. Hurley; Michael D. Lechner; Mark Madden; Richard McGregor; Holly Nichols; Jason Rogers

all of the city of Rochester state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 25th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of July, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

# AIA<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

Bond No.: 013132495

PROJECT: *(Name and address)*  
2023 Capital Preventative  
Maintenance (CPM) Project -  
AECOM Project #60710791

ARCHITECT'S PROJECT NUMBER:  
CONTRACT FOR: Construction

OWNER: ☒  
ARCHITECT: ☒  
CONTRACTOR: ☒  
SURETY: ☒  
OTHER: ☒

TO OWNER: *(Name and address)*  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

on bond of  
*(Insert name and address of Contractor)*

Ajax Paving Industries, Inc.  
1957 Crooks Road  
Troy, MI 48084

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 West Ten Mile Road  
Novi, MI 48375

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **03 July 2025**  
*(Insert in writing the month followed by the numeric date and year.)*

Liberty Mutual Insurance Company

*(Surety)*



*(Signature of authorized representative)*

Holly Nichols, Attorney-in-Fact

*(Printed name and title)*

Attest:  
(Seal):





## POWER OF ATTORNEY

Certificate No: **8213450-013068**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

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all of the city of Rochester state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

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**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of July, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



## 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 Oakland

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

Estimator of the Ajax Paving Industries, Inc.,  
(Title) (Firm Name)

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

City of Novi 2023 Ultra-Thin // Beck Rd, 11 Mile rd, Taft Rd, Clark Rd and Grand River 2024/2025 Add-Ons  
(Description of Improvement)

located at: Novi, Michigan

The total amount of the contract is \$2,599,135.94 of which I have received payment of \$2,467,579.16 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 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.



Signed this 1<sup>st</sup> day of August, 2025

Name: Ajax Paving Industries, Inc.  
(individual/corporation/partnership)

By: [Signature]  
ESTIMATOR (Title)

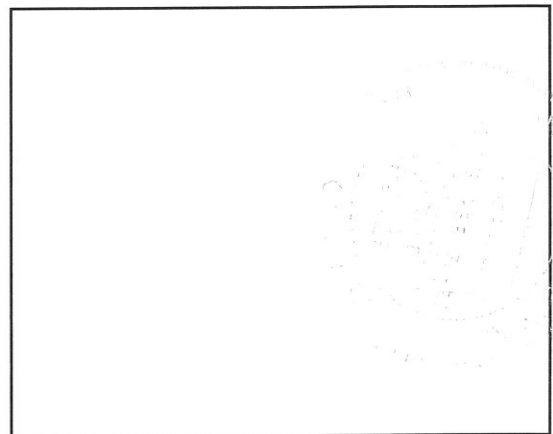
Attest: [Signature]  
(Title)

Subscribed and sworn to before me this 1<sup>st</sup> day of August, 2025

Notary Public: Jenny Johnston

JENNY JOHNSTON  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires September 15, 2028  
Acting in the County of Oakland

NOTARY SEAL



## 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	Accumulative Retainage to Date	Balance Due
Doan Construction	Concrete	\$97,344.84	\$97,344.84	\$0.00	0.0%	\$0.00
Finishing Touch Photo	PreCon Audio/Visual	\$8,775.00	\$8,775.00	\$0.00	0.0%	\$0.00
Miller Brothers	Cold Milling	\$316,214.60	\$316,214.60	\$0.00	0.0%	\$0.00
PK Contracting	Pavement Markings	\$55,945.00	\$55,945.00	\$0.00	0.0%	\$0.00
Ajax Paving Industries, Inc.	Asphalt Paving	\$2,120,856.51	\$1,989,299.72	\$131,556.79	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
<b>TOTALS</b>		<b>\$2,599,135.95</b>	<b>\$2,467,579.16</b>	<b>\$131,556.79</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: \$2,315,314.75

Plus: Extras to Contract: \$283,821.20

Total: Contract plus Extras: \$2,599,135.95

Less: Credits to Contract: \$0.00

**Total: Adjusted Contract: \$2,599,135.95**

Work Completed to Date: \$2,599,135.95

Less: Total Retainage: \$0.00

Less: Amount Previously Paid: \$2,467,579.16

Less: Amount of this Request: \$131,556.79

**Total Balance Due: \$0.00**



**FULL UNCONDITIONAL WAIVER  
(BONDED JOB)**

MY/OUR CONTRACT WITH AJAX PAVING INDUSTRIES, INC., 1957 CROOKS ROAD, SUITE A, TROY, MI 48084 TO PROVIDE: (WORK PER CONTRACT)


FOR THE PROPERTY/ PROJECT DESCRIBED AS:

City of Novi 2023 Ultra-Thin // Beck Rd, 11 Mile Rd, Taft Rd, Clark Rd & Grand River 2024 & 2025 Add-Ons

AJAX NUMBER(S): 187223 // 187223-1 // 187223-2 // 187223-3

HAS BEEN FULLY PAID AND SATISFIED, WITH RESPECT TO OUR RIGHTS UNDER THE PAYMENT BOND COVERING SAID PROJECT ABOVE, AND OF OUR RIGHTS TO PURSUE PAYMENT UNDER THE PAYMENT BOND #: 013132495, ISSUED BY AJAX PAVING INDUSTRIES, INC., AS PRINCIPLE, AND LIBERTY MUTUAL INSURANCE COMPANY, AS SURETY, TOGETHER WITH ANY RIGHTS, DEMANDS, OR CAUSES OF ACTION WE MAY HAVE AGAINST AJAX PAVING INDUSTRIES, INC. OR LIBERTY MUTUAL INSURANCE COMPANY ARE HEREBY FULLY WAIVED AND RELEASED.

DOAN CONSTRUCTION CO.

  
(SIGNATURE OF LIEN CLAIMANT)

Amy Mazzaresse - Accounts Receivable  
(PRINTED NAME & TITLE)

DATE: 5/30/2025

3670 Carpenter  
Ypsilanti, MI 48197  
734-971-4678  
Email: amazzarese@doancompanies.com;  
Fax: 734-971-4415

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

3/2/17

**FULL UNCONDITIONAL WAIVER  
(BONDED JOB)**

MY/OUR CONTRACT WITH AJAX PAVING INDUSTRIES, INC., 1957 CROOKS ROAD, SUITE A, TROY, MI 48064 TO PROVIDE: (WORK PER CONTRACT)

FOR THE PROPERTY/ PROJECT DESCRIBED AS:

City of Novi 2023 Ultra-Thin // Beck Rd, 11 Mile Rd, Taft Rd, Clark Rd & Grand River 2024 & 2025 Add-Ons

AJAX NUMBER(S): 187223 // 187223-1 // 187223-2 // 187223-3

HAS BEEN FULLY PAID AND SATISFIED, WITH RESPECT TO OUR RIGHTS UNDER THE PAYMENT BOND COVERING SAID PROJECT ABOVE, AND OF OUR RIGHTS TO PURSUE PAYMENT UNDER THE PAYMENT BOND #: 013132495, ISSUED BY AJAX PAVING INDUSTRIES, INC., AS PRINCIPLE, AND LIBERTY MUTUAL INSURANCE COMPANY, AS SURETY, TOGETHER WITH ANY RIGHTS, DEMANDS, OR CAUSES OF ACTION WE MAY HAVE AGAINST AJAX PAVING INDUSTRIES, INC. OR LIBERTY MUTUAL INSURANCE COMPANY ARE HEREBY FULLY WAIVED AND RELEASED.

FINISHING TOUCH PHOTO & VIDEO

Cynthia Stirling Hurley

Digitally signed by Cynthia Stirling Hurley  
Date: 2025.06.04 14:23:29 -04'00'

(SIGNATURE OF LIEN CLAIMANT)

Cynthia Stirling Hurley, President

(PRINTED NAME & TITLE)

DATE: 6/4/25

25095 25 Mile Road

Chesterfield, MI 48051

586-749-3340

Email: finishingtouchphotovideo@gmail.com

Fax: 586-749-3340

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

3/2/17



**FULL UNCONDITIONAL WAIVER  
(BONDED JOB)**

MY/OUR CONTRACT WITH AJAX PAVING INDUSTRIES, INC., 1957 CROOKS ROAD, SUITE A, TROY, MI 48084 TO PROVIDE: (WORK PER CONTRACT)

FOR THE PROPERTY/ PROJECT DESCRIBED AS:

City of Novi 2023 Ultra-Thin // Beck Rd, 11 Mile Rd, Taft Rd, Clark Rd & Grand River 2024 & 2025 Add-Ons

AJAX NUMBER(S): 187223 // 187223-1 // 187223-2 // 187223-3

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MILLER BROTHERS CONSTRUCTION INC.

  
(SIGNATURE OF LIEN CLAIMANT)

Jeremy M. Hurst, VP Public  
(PRINTED NAME & TITLE)

DATE: 6/2/25

P.O. Box 30  
Archbold, OH 43502  
419-445-1015  
Email:samanthawyse@mbcholdings.com;  
morganhulbert@mbcholdings.com

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

3/2/17

State of Ohio                    )  
County of Fulton            )S.S.

Sworn to and subscribed before me this 2nd day of June, 2025.

Morgan Hulbert  
Notary Public



**MORGAN HULBERT**  
Notary Public, State of Ohio  
My Commission Expires 1-26-26

Fulton County, Ohio.

My Commission Expires  
January 26, 2026

**FULL UNCONDITIONAL WAIVER  
(BONDED JOB)**

MY/OUR CONTRACT WITH AJAX PAVING INDUSTRIES, INC., 1957 CROOKS ROAD, SUITE A, TROY, MI 48084 TO PROVIDE: (WORK PER CONTRACT)

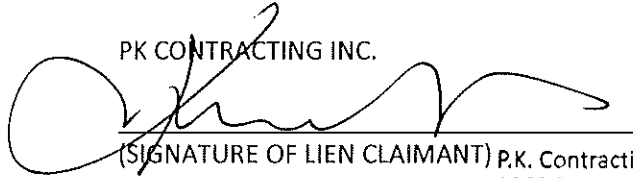
FOR THE PROPERTY/ PROJECT DESCRIBED AS:

City of Novi 2023 Ultra-Thin // Beck Rd, 11 Mile Rd, Taft Rd, Clark Rd & Grand River 2024 & 2025 Add-Ons

AJAX NUMBER(S): 187223 // 187223-1 // 187223-2 // 187223-3

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PK CONTRACTING INC.



(SIGNATURE OF LIEN CLAIMANT)

P.K. Contracting  
1965 Barrett Dr.  
Troy, MI 48084

(PRINTED NAME & TITLE)

Kimberly A. Tomatti  
Agent

DATE:

7-23-28

1965 Barrett Drive

Troy, MI 48084

248-362-2130

Email: AR@pkcontracting.com

Fax: 248-362-6146

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

3/2/17