



CITY of NOVI CITY COUNCIL

**Agenda Item G
March 26, 2018**

SUBJECT: Approval of the final payment to Hard Rock Concrete, Inc., for the 2017 Neighborhood Road Program - Concrete Streets (Contract 2) project in the amount of \$51,222.74, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

| | |
|-------------------------------|--|
| EXPENDITURE REQUIRED | \$ 39,841.04 NRP Contract 2 203-203.00-864.182 \$ 11,381.70 CPR Program 210-211.00-985.002 \$ 51,222.74 |
| AMOUNT BUDGETED | \$ 1,072,000 NRP Contract 2 203-203.00-864.182 \$ 550,000 CPR Program 210-211.00-985.002 \$ 1,622,000 Total |
| APPROPRIATION REQUIRED | N/A |
| LINE ITEM NUMBER | 203-203.00-864.182 NRP Contract 2 210-211.00-985.002 CPR Program |

BACKGROUND INFORMATION:

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

| NRP or CPR | Street Segment | From | To | Treatment |
|-------------------|-----------------------|------------------|------------------|------------------|
| NRP | E. Glen Haven | 8 Mile Rd. | Glen Haven Cir E | Reconstruct |
| NRP | Glen Haven Cir E | E. Glen Haven | Broquet Dr | Reconstruct |
| CPR | Onaway Dr/Ct | Glen Haven Cir E | End | Panel Repair |
| CPR | Broquet Dr. | Glen Haven Cir E | Meadowbrook Rd | Panel Repair |
| CPR | Pellston Dr. | Glen Haven Cir W | End | Panel Repair |
| CPR | Roscommon Dr. | Glen Haven Cir W | End | Panel Repair |
| NRP | Chase Dr. | 8 Mile Rd. | Ashbury Dr. | Reconstruct |
| CPR | Ashbury Dr. | Chase Dr. | End | Panel Repair |
| CPR | Dundee Dr. | Chase Dr. | Wheaton Ln. | Panel Repair |
| CPR | Wheaton Ln. | Chase Dr. | Dundee Dr. | Panel Repair |
| NRP | Wintergreen Cir. | 10 Mile Rd. | Wintergreen Cir. | Reconstruct |
| CPR | Argyle St. | Broadmoor Park | Northumberland | Panel Repair |

The construction contract was awarded for this project at the May 22, 2017 City Council meeting to Hard Rock Concrete, Inc. in the amount of \$1,054,164.50.

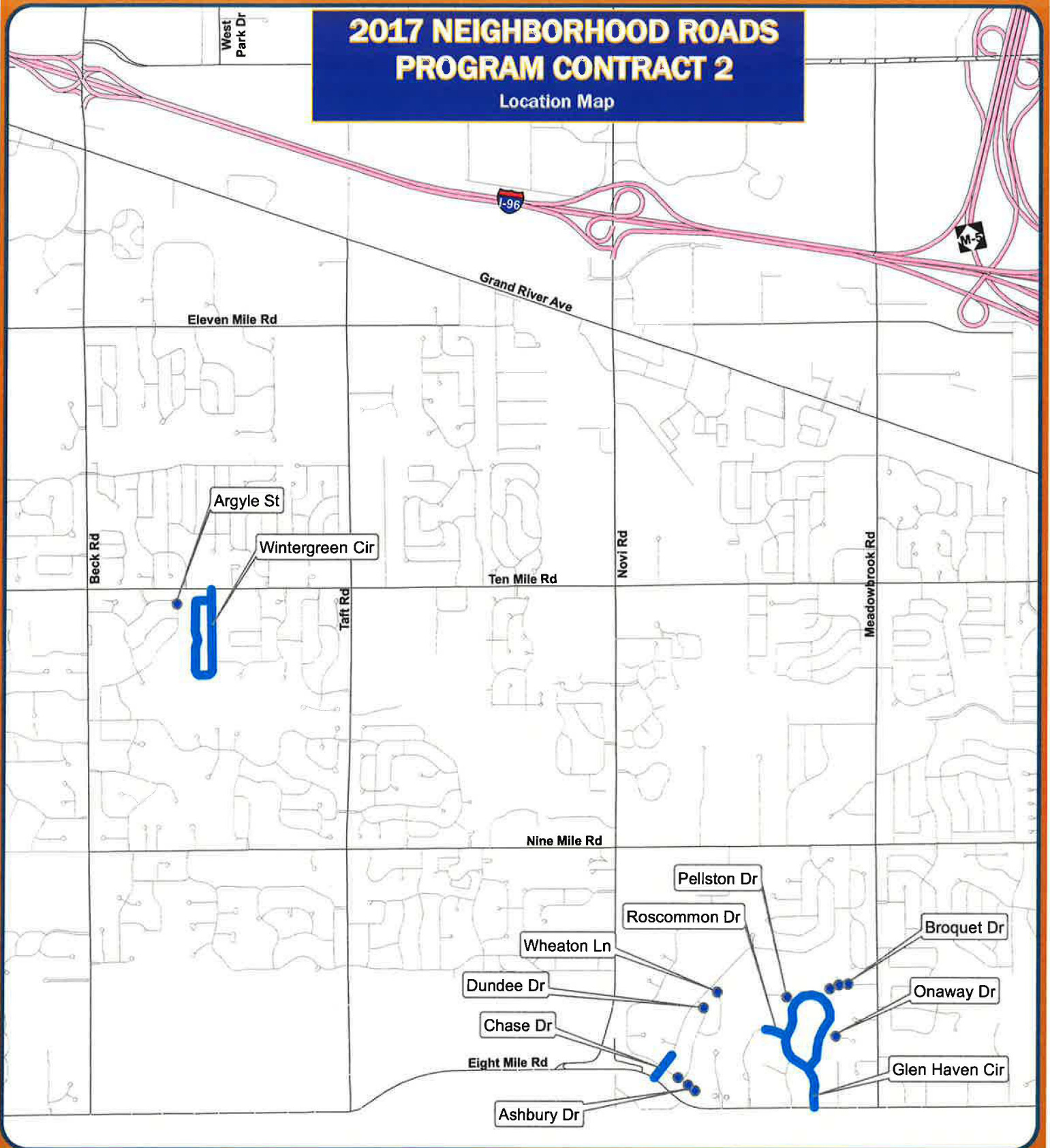
Engineering staff worked with SDA to review and verify the final contract payment amount of \$51,222.74 that is due to the contractor (Final Pay Estimate No. 11, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, March 7, 2018).

There were three (3) approved change orders issued for this project resulting in a decrease of \$29,709.78 to the construction contract, or 2.8% under the awarded amount. The approved change order resulted in a final contract price of \$1,024,454.72.

RECOMMENDED ACTION: Approval of the final payment to Hard Rock Concrete, Inc., for the 2017 Neighborhood Road Program - Concrete Streets (Contract 2) project in the amount of \$51,222.74, plus interest earned on retainage.

2017 NEIGHBORHOOD ROADS PROGRAM CONTRACT 2

Location Map



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

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

Map Legend

- █ Neighborhood Roads Program
- Concrete Panel Program



City of Novi

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



1 inch = 2,645 feet



2017 Neighborhood Road Program – Concrete (Contract 2)



Glen Haven Circle East – Looking south towards East Glen Haven



Glen Haven Circle East – Looking north towards Onaway Court



East Glen Haven – Looking east and south towards 8 Mile 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@jrslaw.com

www.jrslaw.com

March 7, 2018

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

**Re: 2017 Neighborhood Road Concrete (Contract 2) - Closing Documents
Hard Rock Concrete, Inc.**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2017 Neighborhood Road Concrete (Contract 2):

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond previously submitted with the Contract is sufficient to cover the final project cost. The General Contractor will be required to provide its Full Unconditional Waiver of Lien at the time it receives final payment.

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

Very truly yours,

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

Elizabeth Kudla Saarela

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



CITY OF NOVI

Balance Due This Payment = \$ 51,222.75

PURCHASE ORDER NO.

95151

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

APPLICATION FOR FINAL PAYMENT

| | | |
|--|--|--|
| PROJECT: 2017 NRP - Concrete (Contract 2) & Concrete Panel Replacement | NOVI PROJECT NO.: 17-2102 | PAYMENT NO.: FINAL |
| OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375 | ENGINEER: Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400 | CONTRACTOR: Hard Rock Concrete, Inc. 38146 Abruzzi Drive Westland, Michigan 48185 (734) 641-3333 |
| CONTRACT AMOUNT | FINAL COMPLETION DATES | DATES OF ESTIMATE |
| ORIGINAL: \$1,054,164.50 | ORIGINAL: November 14, 2017 | FROM: December 14, 2017 |
| REVISED: \$1,024,454.72 | REVISSED: | TO: January 19, 2018 |
| ACTUAL: | | |

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 | % |
| 0 | Constr. Inspection "Crew Day" | CD | 35.00 | \$ 640.00 | \$ 22,400.00 | 60.00 | \$ 640.00 | \$ 38,400.00 | | | | 93.50 | \$ 59,840.00 | 156% |
| 1 | Bonds, Insurance and Mobilization | LS | 1.00 | \$ 35,000.00 | \$ 35,000.00 | 1.00 | \$ 35,000.00 | \$ 35,000.00 | | | | 1.00 | \$ 35,000.00 | 100% |
| 2 | Pre-Construction Audio/Visual | LS | 1.00 | \$ 3,000.00 | \$ 3,000.00 | 1.00 | \$ 3,000.00 | \$ 3,000.00 | | | | 1.00 | \$ 3,000.00 | 100% |
| 3 | Soil Erosion Control Measures | LS | 1.00 | \$ 3,000.00 | \$ 3,000.00 | 1.00 | \$ 3,000.00 | \$ 3,000.00 | | | | 1.00 | \$ 3,000.00 | 100% |
| 4 | Maintaining Traffic | LS | 1.00 | \$ 3,000.00 | \$ 3,000.00 | 1.00 | \$ 3,000.00 | \$ 3,000.00 | | | | 1.00 | \$ 3,000.00 | 100% |
| 5 | Tree Protection Fencing | LF | 100.00 | \$ 10.00 | \$ 1,000.00 | 0.00 | \$ 10.00 | \$ - | | | | 0.00 | \$ - | |
| 6 | Sidewalk, Remove | SF | 6651.00 | \$ 1.00 | \$ 6,651.00 | 1829.92 | \$ 1.00 | \$ 1,829.92 | | | | 1829.92 | \$ 1,829.92 | 100% |
| 7 | Pavement, Remove | SY | 8831.00 | \$ 7.00 | \$ 61,817.00 | 8935.52 | \$ 7.00 | \$ 62,548.64 | | | | 8935.52 | \$ 62,548.64 | 100% |
| 8 | Curb and Gutter, Conc, Remove | LF | 100.00 | \$ 10.00 | \$ 1,000.00 | 0.00 | \$ 10.00 | \$ - | | | | 0.00 | \$ - | |
| 9 | HMA Driveway, Remove | SY | 150.00 | \$ 10.00 | \$ 1,500.00 | 0.00 | \$ 10.00 | \$ - | | | | 0.00 | \$ - | |
| 10 | Subgrade Undercut (As Needed) | CY | 300.00 | \$ 25.00 | \$ 7,500.00 | 240.37 | \$ 25.00 | \$ 6,009.25 | | | | 240.37 | \$ 6,009.25 | 100% |
| 11 | Agg Base, 6-inch, Limestone | SY | 732.00 | \$ 8.50 | \$ 6,222.00 | 282.25 | \$ 8.50 | \$ 2,399.13 | | | | 282.25 | \$ 2,399.13 | 100% |
| 12 | Agg Base, 8-inch | SY | 8751.00 | \$ 8.00 | \$ 70,008.00 | 8780.48 | \$ 8.00 | \$ 70,243.84 | | | | 8780.48 | \$ 70,243.84 | 100% |
| 13 | Underdrain, 6" w/Geo Trench Wrap | LF | 5700.00 | \$ 12.50 | \$ 71,250.00 | 2938.00 | \$ 12.50 | \$ 36,725.00 | | | | 2938.00 | \$ 36,725.00 | 100% |
| 14 | Conc Pvmnt w/Intergral, 9", Mod. | SY | 8751.00 | \$ 49.50 | \$ 433,174.50 | 0.00 | \$ 49.50 | \$ - | | | | 0.00 | \$ - | |
| 15 | Driveway, Nonreinf Conc, 6-inch | SY | 80.00 | \$ 8.50 | \$ 680.00 | 26.45 | \$ 8.50 | \$ 224.83 | | | | 26.45 | \$ 224.83 | 100% |
| 16 | Resawing/Resealing Pvmnt Joints | LF | 2400.00 | \$ 1.75 | \$ 4,200.00 | 2400.00 | \$ 1.75 | \$ 4,200.00 | | | | 2400.00 | \$ 4,200.00 | 100% |
| 17 | Curb and Gutter, Conc, Modified | LF | 100.00 | \$ 20.00 | \$ 2,000.00 | 0.00 | \$ 20.00 | \$ - | | | | 0.00 | \$ - | |
| 18 | HMA Approach | TON | 36.00 | \$ 40.00 | \$ 1,440.00 | 0.00 | \$ 40.00 | \$ - | | | | 0.00 | \$ - | |
| 19 | ADA Ramp, Conc, 6-inch | SF | 6590.00 | \$ 6.00 | \$ 39,540.00 | 2230.76 | \$ 6.00 | \$ 13,384.56 | | | | 2230.76 | \$ 13,384.56 | 100% |
| 20 | ADA Detectable Warning Plate | SF | 588.00 | \$ 20.00 | \$ 11,760.00 | 218.95 | \$ 20.00 | \$ 4,379.00 | | | | 218.95 | \$ 4,379.00 | 100% |
| 21 | Str Rehab Type 1: Point-Up | EA | 2.00 | \$ 150.00 | \$ 300.00 | 0.00 | \$ 150.00 | \$ - | | | | 0.00 | \$ - | |
| 22 | Str Rehab Type 2: Cover Adjust | EA | 42.00 | \$ 250.00 | \$ 10,500.00 | 10.00 | \$ 250.00 | \$ 2,500.00 | | | | 10.00 | \$ 2,500.00 | 100% |
| 23 | Str Rehab Type 3: Reconstruct | EA | 15.00 | \$ 1,500.00 | \$ 22,500.00 | 4.00 | \$ 1,500.00 | \$ 6,000.00 | | | | 4.00 | \$ 6,000.00 | 100% |
| 24 | Structure Cover, Type A | EA | 48.00 | \$ 450.00 | \$ 21,600.00 | 0.00 | \$ 450.00 | \$ - | | | | 0.00 | \$ - | |
| TOTAL THIS SHEET | | | | \$ | 818,642.50 | | \$ | 254,444.16 | \$ | - | | \$ | 254,444.16 | 100% |



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 NRP - Concrete (Contract 2)

NOVI PROJECT NO.: 17-2102

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 | % |
| 39 | Conc Pvmnt w/Intergral, 9" Mod. | SY | 1 | 203-2013.00-864.182 | 8176.18 | \$ 50.50 | \$ 412,897.09 | | | | 8176.18 | \$ 412,897.09 | 100% |
| 40 | Deceleration Lane at Chase Drive and 8 | LS | 1 | 203-2013.00-864.182 | 1.00 | \$ 83,388.00 | \$ 83,388.00 | | | | 1.00 | \$ 83,388.00 | 100% |
| 41 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 42 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 43 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 44 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 45 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 46 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 47 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 48 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 49 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 50 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 51 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 52 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 53 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 54 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 55 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 56 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 57 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 58 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 59 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 60 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 61 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 62 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 63 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 64 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 65 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 66 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| TOTAL FROM THIS SHEET | | | | | | | \$ 496,285.09 | | \$ - | | \$ 496,285.09 | | |
| TOTAL FROM OTHER SHEETS | | | | | \$ 1,054,164.50 | | \$ 528,169.64 | | \$ - | | \$ 528,169.64 | | |
| GRAND TOTAL | | | | | \$ 1,054,164.50 | | \$ 1,024,454.73 | | \$ - | | \$ 1,024,454.73 | | 100% |



CITY OF NOVI

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Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 NRP - Concrete (Contract 2) NOVI PROJECT NO.: 17-2102 PAYMENT NO.: FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all 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.

TONY GRIMALDI

Hard Rock Concrete, Inc.
CONTRACTOR - Electronic Signature Certification

Ghassan K. Dahoui Ghassan K. Dahoui
Jan 25 2018 7:34 AM

Spalding DeDecker & Associates
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Signature box]

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

[Signature box]

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.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

Bond No 10132293

PROJECT: 2017 Neighborhood Roads Program - Concrete Contract 2
(name, address)

TO: (Owner)
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:
Hard Rock Concrete, Inc.
38146 Abruzzi Drive
Westland, MI 48185

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

The Guarantee Company of North America USA
1 Towne Square, Suite 1470
Southfield, MI 48076

,SURETY COMPANY

on bond of (here insert name and address of Contractor)

Hard Rock Concrete, Inc.
38146 Abruzzi Drive
Westland, MI 48185

,CONTRACTOR,

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

City of Novi
45175 West Ten Mile Road
Novi, MI 48375

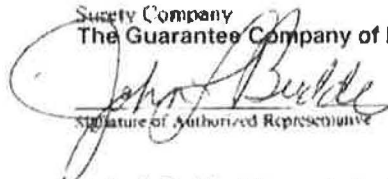
,OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 27th day of December, 2017

Surety Company
The Guarantee Company of North America USA



Signature of Authorized Representative

John L. Budde, Attorney-in-Fact

Title

Attest:
(Seal)

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

T. J. Griffin, Susan L. Small, John L. Budde, Stevan K. Brandon, Terence J. Griffin, Patrick E. Williams
VTC Insurance Group

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 27th day of December, 2017

[Signature of Randall Musselman]

Randall Musselman, Secretary

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hard Rock Concrete Inc.
hereinafter called the "Principal", and The Guarantee Company of North America USA

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of One Million, Fifty Four Thousand, One Hundred Sixty Four Dollars and 50/100s (\$1,054,164.50) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____ day of _____, for the construction of

2017 Neighborhood Roads Program – Concrete Contract 2

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a one (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.



Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 30th day of May 2017.

In the Presence of:

WITNESS [Signature]

[Signature]

10132293

Bond No.

HARD ROCK CONCRETE INC

[Signature]
Principal
JOY CRONIN - President
Title

Surety **The Guarantee Company of North America USA**

Title **Susan L Small, Attorney-in-Fact**

1 Towne Square, Suite 1470

Address of Surety

Southfield, MI 48076

City

Zip Code





The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

T. J. Griffin, Susan L. Small, John L. Budde, Stevan K. Brandon, Terence J. Griffin, Patrick E. Williams
VTC Insurance Group

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.




IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 30th day of May, 2017


Randall Musselman, Secretary

Signed this 1st day of March, 2018

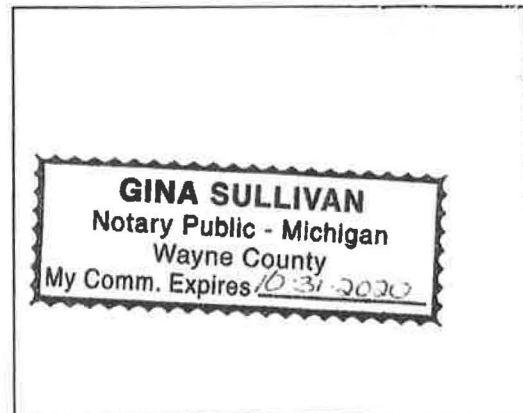
Name: HARD ROCK CONCRETE, INC. - Corporation
(individual/corporation/partnership)

By:  Attest: _____
Benny Troiani, V. President

Subscribed and sworn to before me this 1st day of March, 2018

Notary Public: 
Gina Sullivan

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 |
|-----------------------------|------------------------------------|--------------------|--------------------------------|---------------------------|--------------------------------|---------------|
| ✓ MESSINA | Cement | | \$266,417.75 | \$0.00 | 0.0% | \$0.00 |
| ✓ EJ USA INC | WATER & SEWER | | \$3,255.83 | \$0.00 | 0.0% | \$0.00 |
| ✓ PK CONTRACTING | PAVEMENT MARKINGS | | \$960.00 | \$0.00 | 0.0% | \$0.00 |
| ✓ Finishing Touch Photo | Pre-Con Video | | \$2,342.00 | \$0.00 | 0.0% | \$0.00 |
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| | | | | | | |
| TOTALS | | | | | | \$0.00 |



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hardrock Concrete to provide
(Prime Contracting Party)
Concrete for the improvement of the property
(Type of service)
described as 2017 NRP / NOVI
(Project Name)

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

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

Signed on: 1-19-2018 [Signature]
(Signature of Lien Claimant)
Messina Concrete Inc
Marlene Messina
(Printed Name of Lien Claimant)
PO
(Title of Lien Claimant)

Company Name: Messina Concrete Inc
Address: P.O. Box 1123 Monroe, MI 48141
Telephone: 734-783-1020

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hard Rock Concrete to provide
(Prime Contracting Party)

Water & Sewer Supplies for the improvement of the property
(Type of service)

described as NOVI project
(Project Name)

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

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

Signed on: 1/24/18

Julie Zook
(Signature of Lien Claimant)

Assistant Credit Mgr
(Printed Name of Lien Claimant)

JULIE ZOOK ASSISTANT CREDIT MGR
(Title of Lien Claimant)

Company Name: EJ USA INC

Address: 301 Spring EAST JORDAN MI 49727

Telephone: 888-293-4429

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hard Rock Concrete to provide
(Prime Contracting Party)

Pavement Markings for the improvement of the property
(Type of service)

described as 2017 City of Novi Neighborhood Road Program Concrete 2
(Project Name) #NV 17005.2

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: 3/2/2018

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 48084

Telephone: 248-362-2130

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

734.641.7270 FY

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Nard Rock Concrete to provide
(Prime Contracting Party)
AIV Survey for the improvement of the property
(Type of service)
described as NOVI 2017 Concrete 2
(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: 3/2/18 [Signature]
(Signature of Lien Claimant)
[Signature]
(Printed Name of Lien Claimant)
officer
(Title of Lien Claimant)

Company Name: _____
Address: **FINISHING TOUCH**
PHOTO & VIDEO
25095 25 MILE RD.
Telephone: **CHESTERFIELD, MI 48061**
(586) 749-8340

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