



## CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**September 25, 2017**

**SUBJECT:** Approval of the final payment to D & H Asphalt Company for the Providence Park Connector Trail project in the amount of \$21,290.78, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:**

<b>EXPENDITURE REQUIRED</b>	<b>\$ 21,290.78</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 53,557.00 FY 2016-17 budget rollover</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-974.430</b>

### BACKGROUND INFORMATION:

A north-south regional pathway within the western portion of the City was included in the adopted City of Novi Non-Motorized Master Plan 2011. The proposed regional pathway would provide a connection between ITC Community Sports Park and the City of Wixom to the north. The master plan shows this non-motorized pathway roughly following a corridor of property owned by International Transmission Company (ITC). Additionally, an east-west pathway is shown connecting the north-south pathway to Beck Road, a portion of which was constructed with the Medilodge site plan in 2013. This project includes construction of the remaining east-west segment connecting to Beck Road.

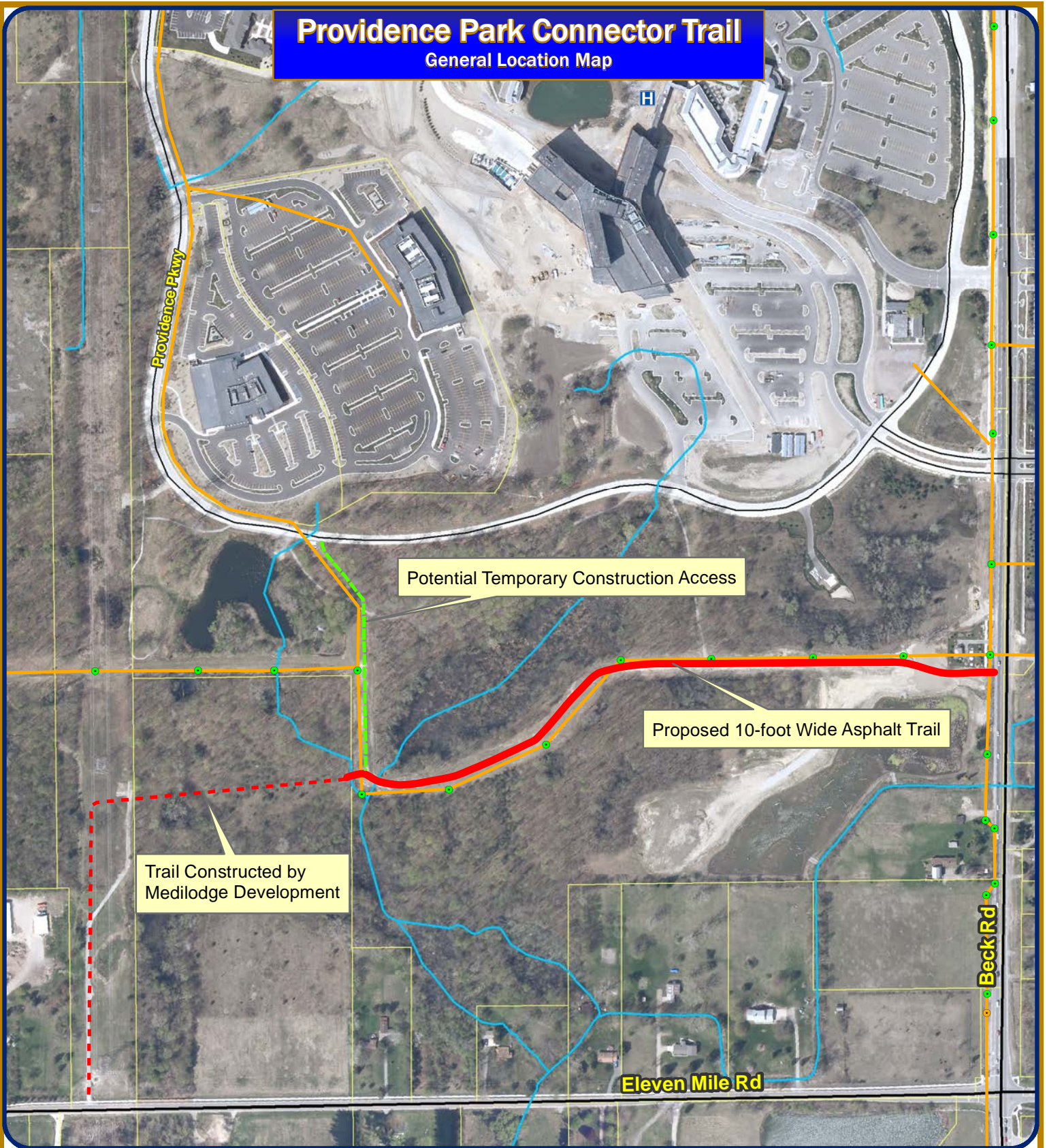
Specifically, this project included approximately a 2,150-foot long extension of a 10-foot wide asphalt pathway from the eastern property line of the Wellbridge site through the Rose Senior Living Development to Beck Road. The pathway extension was constructed along the existing sanitary sewer corridor. The attached map provides additional detail regarding the location of the pathway.

The construction contract was awarded for this project at the August 8, 2016 City Council meeting to D&H Asphalt Company. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$21,290.78 that is due the contractor (Application for Final Payment attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's August 30, 2017 letter).

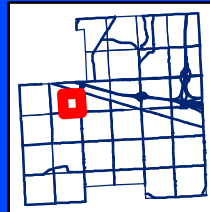
**RECOMMENDED ACTION:** Approval of the final payment to D & H Asphalt Company for the Providence Park Connector Trail project in the amount of \$21,290.78, plus interest earned on retainage.

# Providence Park Connector Trail

## General Location Map



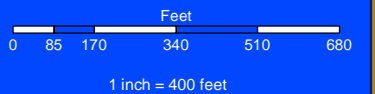
Map Author: Croy  
 Date: 10/29/12  
 Project: Providence Park Connector Trail  
 Version #: v2.0



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

**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.



## Providence Park Connector Trail



Looking west along path at northwest corner of the Erickson Senior Living facility.



Looking west along new path, just west of Xavier Way.



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

August 30, 2017

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

Re: Providence Park Connector Trail - D & H Asphalt Company  
*Closing Documents*

Dear Mr. Staup:

We have received and reviewed closing documents for the Providence Park Connector Trail:

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 original Maintenance Bond is sufficient to cover the final project cost, which was reduced from the original contract amount. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien at the time it receives final payment.

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

Very truly yours,

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



Elizabeth Kudla Saarela

Aaron Staup, Construction Engineer

August 30, 2017

Page 2

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)  
George Melistas, Engineering Senior Manager (w/Enclosures)  
Ghassan K. Dahoui, Spalding DeDecker (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



# CITY OF NOVI

Balance Due This Payment = \$ 21,290.78

PURCHASE ORDER NO.

94913

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> Providence Park Connector Trail	<b>NOVI PROJECT NO.:</b> 16-5002	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	<b>CONTRACTOR:</b> D & H Asphalt Company 10063 Industrial Drive Hamburg, Michigan 48139 (810) 231-3501
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$285,121.00	<b>ORIGINAL:</b> November 18, 2016	<b>FROM:</b> July 1, 2017
<b>REVISED:</b> \$265,815.57	<b>REVISED:</b>	<b>TO:</b> August 8, 2017

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Providence Park Connector Trail GL# 204-204.00-974.430 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	39.00	\$ 640.00	\$ 24,960.00	39.00	\$ 640.00	\$ 24,960.00				26.50	\$ 16,960.00	68%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 17,360.00	\$ 17,360.00	1.00	\$ 17,360.00	\$ 17,360.00				1.00	\$ 17,360.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	\$ 1,200.00				1.00	\$ 1,200.00	100%
3	Soil Erosion Control Measures	LS	1.00	\$ 4,836.00	\$ 4,836.00	1.00	\$ 4,836.00	\$ 4,836.00				1.00	\$ 4,836.00	100%
4	Temp Traffic Control Devices	LS	1.00	\$ 4,250.00	\$ 4,250.00	1.00	\$ 4,250.00	\$ 4,250.00				1.00	\$ 4,250.00	100%
5	Tree Protection Fencing	LF	115.00	\$ 4.25	\$ 488.75	115.00	\$ 4.25	\$ 488.75				115.00	\$ 488.75	100%
6	Construction Protection Fencing	LF	425.00	\$ 2.65	\$ 1,126.25	425.00	\$ 2.65	\$ 1,126.25				425.00	\$ 1,126.25	100%
7	HMA Surface, Remove, Modified	SY	203.00	\$ 8.00	\$ 1,624.00	203.00	\$ 8.00	\$ 1,624.00				203.00	\$ 1,624.00	100%
8	Pathway Grading	STA	22.00	\$ 1,245.00	\$ 27,390.00	22.50	\$ 1,245.00	\$ 28,012.50				22.50	\$ 28,012.50	100%
9	Subgrade Undercut (as needed)	CY	380.00	\$ 20.00	\$ 7,600.00	0.00	\$ 20.00	\$ -				0.00		
10	Culv, CI F, CSP, 18-inch	LF	45.00	\$ 42.50	\$ 1,912.50	45.00	\$ 42.50	\$ 1,912.50				45.00	\$ 1,912.50	100%
11	Culv End Section, Metal, 18-inch	EA	2.00	\$ 285.00	\$ 570.00	2.00	\$ 285.00	\$ 570.00				2.00	\$ 570.00	100%
12	Sewer C76, CI IV, 12-inch, Tr B	LF	178.00	\$ 41.00	\$ 7,298.00	178.00	\$ 41.00	\$ 7,298.00				178.00	\$ 7,298.00	100%
13	Dr Structure, 24-inch Dia	EA	1.00	\$ 4,150.00	\$ 4,150.00	1.00	\$ 4,150.00	\$ 4,150.00				1.00	\$ 4,150.00	100%
14	Dr Structure, 48-inch Dia	EA	1.00	\$ 4,700.00	\$ 4,700.00	1.00	\$ 4,700.00	\$ 4,700.00				1.00	\$ 4,700.00	100%
15	Dr Structure, 48-inch over ex. Pipe	EA	1.00	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	\$ 5,500.00				1.00	\$ 5,500.00	100%
16	Structure Cover, Adjust	EA	2.00	\$ 1,350.00	\$ 2,700.00	4.00	\$ 1,350.00	\$ 5,400.00				4.00	\$ 5,400.00	100%
17	Structure, Adjust, Add Depth	VF	1.50	\$ 1,050.00	\$ 1,575.00	5.40	\$ 1,050.00	\$ 5,670.00				5.40	\$ 5,670.00	100%
18	Structure Cover, Type Strm 1	EA	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
19	Structure Cover, Type Strm 2	EA	2.00	\$ 500.00	\$ 1,000.00	2.00	\$ 500.00	\$ 1,000.00				2.00	\$ 1,000.00	100%
20	Agg Base, 6-inch, Limestone	SY	3385.00	\$ 16.00	\$ 54,160.00	2997.45	\$ 16.00	\$ 47,959.20				2997.45	\$ 47,959.20	100%
21	Aggregate, 6-inch, 22X	SY	65.00	\$ 18.00	\$ 1,170.00	65.00	\$ 18.00	\$ 1,170.00				65.00	\$ 1,170.00	100%
22	Geogrid	SY	3385.00	\$ 3.00	\$ 10,155.00	829.30	\$ 3.00	\$ 2,487.90				829.30	\$ 2,487.90	100%
23	ADA Ramp, Conc, 6-inch	SF	215.00	\$ 7.00	\$ 1,505.00	243.00	\$ 7.00	\$ 1,701.00				243.00	\$ 1,701.00	100%
24	ADA Detectable Warning Plate	SF	40.00	\$ 55.00	\$ 2,200.00	40.00	\$ 55.00	\$ 2,200.00				40.00	\$ 2,200.00	100%

TOTAL THIS SHEET

\$ 164,970.50

\$ 151,116.10

\$ -

\$ 151,116.10

100%



# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Providence Park Connector Trail

NOVI PROJECT NO.: 16-5002

PAYMENT NO.: FINAL

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Providence Park Connector Trail, Cont'd GL# 204-204.00-974.430			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	HMA, 13A	TON		302.00	\$ 93.25	\$ 28,161.50	283.88	\$ 93.25	\$ 26,471.81				283.88	\$ 26,471.81	100%
26	HMA, 36A	TON		272.00	\$ 93.25	\$ 25,364.00	261.31	\$ 93.25	\$ 24,367.16				261.31	\$ 24,367.16	100%
27	Modular Block Retaining Wall	FSF		710.00	\$ 53.00	\$ 37,630.00	0.00	\$ 53.00					0.00		
28	Composite Pedestrian Railing	LF		185.00	\$ 34.00	\$ 6,290.00	276.00	\$ 34.00	\$ 9,384.00				276.00	\$ 9,384.00	100%
29	Removable Bollard	EA		1.00	\$ 2,285.00	\$ 2,285.00	1.00	\$ 2,285.00	\$ 2,285.00				1.00	\$ 2,285.00	100%
30	Sign, (R8-3a) No Parking, Comp.	EA		5.00	\$ 172.50	\$ 862.50	5.00	\$ 172.50	\$ 862.50				5.00	\$ 862.50	100%
31	Sign, (R5-11) Authorized Vehicles	EA		1.00	\$ 172.50	\$ 172.50	1.00	\$ 172.50	\$ 172.50				1.00	\$ 172.50	100%
32	Wetland Edge Seed Mix w/M-B	SY		1055.00	\$ 7.00	\$ 7,385.00	839.00	\$ 7.00	\$ 5,873.00				839.00	\$ 5,873.00	100%
33	Mulch Blanket (as needed)	SY		1000.00	\$ 3.00	\$ 3,000.00	0.00	\$ 3.00					0.00		
34	Restoration	LS		1.00	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	\$ 9,000.00				1.00	\$ 9,000.00	100%
TOTAL FROM THIS SHEET															
TOTAL FROM OTHER SHEET															
SUBTOTAL															

100%



# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Providence Park Connector Trail

NOVI PROJECT NO.: 16-5002

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	%
35	Redi-Rock Retaining Wall	FSF	1	204-204.00-974.430	733.00	\$ 49.50	\$ 36,283.50				733.00	\$ 36,283.50	100%
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	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ 36,283.50		\$ -		\$ 36,283.50		
TOTAL FROM OTHER SHEETS					\$ 285,121.00		\$ 229,532.07		\$ -		\$ 229,532.07		
<b>GRAND TOTAL</b>					<b>\$ 285,121.00</b>		<b>\$ 265,815.57</b>		<b>\$ -</b>		<b>\$ 265,815.57</b>	<b>100%</b>	





CITY OF NOVI

PURCHASE ORDER NO.

94913

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Providence Park Connector Trail NOVI PROJECT NO.: 16-5002 PAYMENT NO.: FINAL

Original Contract Amount: \$ 285,121.00

Change Orders: \$ (19,305.43)

Adjusted Contract Amount to Date: \$ 265,815.57

Total Cost of Work Performed to Date: \$ 265,815.57

MINUS Retainage: \$ -

MINUS Inspection "Crew Days": To Date \$ 26.50

This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 265,815.57

MINUS L.D.'s: # of days over = \$ -

\$ amount/day = \$600

Subtotal: \$ 265,815.57

ADD Incentive "Crew Days", if under: \$ 8,000.00

Subtotal: \$ 273,815.57

MINUS Amount of Previous Payments: \$ 252,524.79

- 1 \$ 76,058.55
2 \$ 69,234.56
3 \$ 65,363.41
4 \$ 14,873.00
5 \$ 11,870.00
6 \$ 11,703.41
7 \$ 3,421.87
8 \$ (0.00)
9 \$ (0.00)
10 \$ 0.01

BALANCE DUE THIS PAYMENT: \$ 21,290.78

CHANGE ORDERS

Table with columns: No., Date, Amount. Includes entries for September 29, 2016, December 14, 2016, and July 10, 2017.

TOTAL: \$ (19,305.43)

Table with 2 columns: Description, Amount. Includes rows for Inspection "Crew Days" Allowed per Contract, Additional "Crew Days" per Change Orders, Total Inspection "Crew Days" Allowed, Inspection "Crew Days" Used to Date, and Inspection "Crew Days" Remaining.



# CITY OF NOVI

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

Section 3.

## APPLICATION FOR FINAL PAYMENT

PROJECT: Providence Park Connector Trail


NOVI PROJECT NO.: 16-5002

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.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.


CITY OF NOVI

 Scott Holmes  
2017.08.09 13:15:38 -04'00'


D & H Asphalt Company  
CONTRACTOR - Electronic Signature Certification

 Ghassan K. Dahoui  
Aug 10 2017 9:55 AM

Spalding DeDecker & Associates  
CONSULTANT - Electronic Signature Certification

 Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, o=City of Novi,  
ou=Engineering Division,  
email=astaup@cityofnovi.org, c=US  
Date: 2017.08.11 08:46:25 -04'00'

Aaron J. Staup, Construction Engineering Coordinator  
Electronic Signature Certification

 Digitally signed by George Melistas  
DN: cn=George Melistas, o=City of Novi, ou=Engineering  
Division, email=gmelistas@cityofnovi.org, c=US  
Date: 2017.08.11 09:13:09 -04'00'

George D. Melistas, Senior Engineering 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.

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71815438

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Garry W. Lloyd

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: D & H Asphalt Co., Inc.

Obligee: City of Novi

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of September 13, 2017, but until such time shall be irrevocable and in full force and effect.

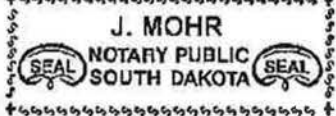
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruffat, and its corporate seal to be affixed this 14th day of August, 2017.



WESTERN SURETY COMPANY

Paul T. Bruffat  
Paul T. Bruffat, Vice President

On this 14th day of August, in the year 2017, before me, a notary public, personally appeared Paul T. Bruffat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of August, 2017.

WESTERN SURETY COMPANY

Paul T. Bruffat  
Paul T. Bruffat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

# Consent of Surety to Final Payment

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

Bond No. 71815438

TO OWNER:

*(Name and address)*

City of Novi  
45175 W. 10 Mile Rd., Novi, MI 48375-3024

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

Providence Park Connector Trail, SDA  
Job No. NV12-003

PROJECT:

*(Name and address)*

CONTRACT DATED: August 5, 2016

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

WESTERN SURETY COMPANY, 333 S. Wabash Avenue, 41st Floor, Chicago, IL 60604

*(Insert name and address of Surety)*

SURETY, on bond of D & H Asphalt Co., Inc.

*(Insert name and address of Contractor)*

10063 Industrial Dr., Hamburg, MI 48139

, CONTRACTOR,  
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 City of Novi

*(Insert name and address of Owner)*

45175 W. 10 Mile Rd., Novi, MI 48375-3024

, OWNER,  
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 14, 2017


*(Insert in writing the month followed by the numeric date and year.)*

Attest:

(Seal):

WESTERN SURETY COMPANY

*(Surety)*

  
*(Signature of authorized representative)*

Garry W. Lloyd

*(Printed name and title)* Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

**D & H ASPHALT COMPANY  
PO BOX 729  
10063 INDUSTRIAL DRIVE  
HAMBURG, MI 48139**

---

810-231-3501 (phone) 810-231-3393 (fax)  
[dandhasphalt@sbcglobal.net](mailto:dandhasphalt@sbcglobal.net)

July 21, 2017

City of Novi  
45175 Ten Mile Rad  
Novi, Michigan 48375

RE: Providence Park Connector Trail

To Whom It May Concern,

D & H Asphalt warrants and guarantees to Owner that all work performed for the Providence Park Connector Trail has been in accordance with the Contract Documents. We warrant this work to be free of defects for a period of one year from date of completion.

Sincerely,



Scott Holmes

SWORN STATEMENT

STATE OF MICHIGAN  
LIVINGSTON COUNTY

SCOTT W. HOLMES, (DEPONENT), BEING DULY SWORN, STATE THE FOLLOWING:  
D & H ASPHALT CO. IS THE SUBCONTRACTOR FOR AN IMPROVEMENT TO THE  
FOLLOWING REAL PROPERTY IN: Oakland COUNTY, MICHIGAN, DESCRIBED AS  
FOLLOWS:

Providence Park Connector Trail  
City of Novi, Michigan

THE FOLLOWING IS A STATEMENT OF EACH SUBCONTRACTOR AND SUPPLIER, AND  
LABORER FOR WHOM PAYMENT OF WAGES OR FRINGE BENEFITS AND WITHHOLDINGS IS DUE  
BUT UNPAID, WITH WHOM THE SUBCONTRACTOR HAS SUBCONTRACTED FOR PERFORMANCE  
UNDER THE CONTRACT WITH THE OWNER OR LESSEE OF THE PROPERTY, AND THE AMOUNTS  
DUE TO THE PERSONS AS OF THE DATE OF THIS STATEMENT ARE CORRECTLY AND FULLY  
SET FORTH OPPOSITE THEIR NAMES:

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total Contract Price	Amount already paid	Amount currently owing	Amount of laborer wages due unpaid	Amount of laborer fringe benefits and with holdings due unpaid
✓ Finishing Touch	Video			0.00		
✓ Cadillac Asphalt	Asphalt			0.00		
D & H Asphalt	Labor			0.00		
✓ TLS Construction	Earthwork & Restoration			0.00		
✓ Lyon Striping	Signs			0.00		

**TOTALS**


0.00

The contractor has not procured material from , or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.

I make this statement as the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 PA 497, MCL 570.1109.

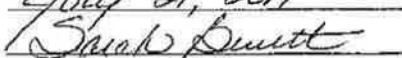
WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

DEPONENT

  
SCOTT W HOLMES

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

SUBSCRIBED AND SWORN TO BEFORE ME ON

July 21, 2017  


NOTARY PUBLIC, LIVINGSTON COUNTY  
MY COMMISSION EXPIRES: 5/20/19





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with D+H ASPHALT CO. to provide  
(Prime Contracting Party)

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

described as PROVIDENCE PARK CONNECTOR TRAIL, 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: 7/20/17

C. Hurley  
(Signature of Lien Claimant)

C. HURLEY  
(Printed Name of Lien Claimant)

OFFICER  
(Title of Lien Claimant)

Company Name: FINISHING TOUCH  
PHOTO & VIDEO  
Address: 25095 26 MILE RD.  
CHESTERFIELD, MI 48051  
Telephone: (886) 749-3340

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D & H ASPHALT to provide  
(Prime Contracting Party)

ASPHALT MATERIAL for the improvement of the property  
(Type of service)

described as PROVIDENCE PARK CONNECTOR TRAIL  
(Project Name)

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

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

Signed on: 7-18-17

*K Phillips*

(Signature of Lien Claimant)

KATHLEEN G. PHILLIPS

(Printed Name of Lien Claimant)

CREDIT MANAGER

(Title of Lien Claimant)

Company Name: CADILLAC ASPHALT LLC

Address: 51777 W 12 MILE RD, WIXOM, MI 48393

Telephone: 248-215-0351

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





## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D&H Asphalt to provide  
(Prime Contracting Party)

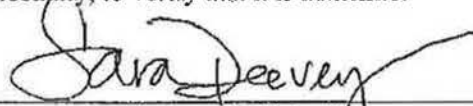
Earth Work & Restoration for the improvement of the property  
(Type of service)

described as Providence Park Connector Trail  
(Project Name)

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

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

Signed on: 07/18/2017

  
(Signature of Lien Claimant)

Sara Peevey  
(Printed Name of Lien Claimant)

Owner  
(Title of Lien Claimant)

Company Name: TLS Construction

Address: 5833 Annabette Lane

Telephone: (517) 404-2827

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Lyon Striping to provide  
(Prime Contracting Party)

Sign installation for the improvement of the property  
(Type of service)

described as Providence Park Connector trail  
(Project Name)

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

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

Signed on: 8-1-17

(Signature of Lien Claimant)

Robert D. Eccles

(Printed Name of Lien Claimant)

Pres. dent

(Title of Lien Claimant)

Company Name: Lyon Striping

Address: 13164 Chapman Blvd S. Lyon, MI 48178

Telephone: 248-446-8486

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