



CITY of NOVI CITY COUNCIL

Agenda Item D
July 23, 2018

SUBJECT: Approval of the final payment to Florence Cement Company for the 2017 Neighborhood Road Program - Asphalt Streets (Contract 3) project in the amount of \$43,971.19, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 43,971.19
AMOUNT BUDGETED	\$ 1,075,698 FY 2017-18 Budget
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	203-203.00-864.183

BACKGROUND INFORMATION:

Each year the City of Novi 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. City Engineering Consultants Spalding DeDecker (SD) helped develop a list of streets for the 2017 Neighborhood Road Program. Below is a list of the asphalt street segments that were chosen and the treatment that was performed:

Street Segment	From	To	Treatment
Buckingham Ct.	10 Mile Rd.	End of Cul-de-sac	Full-depth Mill and Pave
Buckminster Dr.	Petros Blvd.	Christina Ln.	Mill and Pave
Chattman St.	Meadowbrook Rd.	Balcombe Dr.	Mill and Pave
Ennishore Dr.	9 Mile Rd.	Gilbar Dr.	Mill and Pave
Greening Dr.	Hickory Grove Ln.	High Meadow Dr.	Full Reconstruct
Hampton Hill Rd.	10 Mile Rd.	Loganberry Ridge	Mill and Pave
Lochmoor Ln.	11 Mile Rd.	Glenmoor Dr.	Mill and Pave
Petros Blvd.	Copland Ln.	Buckminster Dr.	Mill and Pave

The construction contract for this project was awarded to Florence Cement Company in the amount of \$957,834.93 at the regular City Council meeting held on April 24, 2017.

Engineering staff worked with SD to review and verify the final contract payment that is due to the contractor in the amount of amount of \$43,971.19 (Final Pay Estimate No. 10, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, June 1, 2018).

There were four (4) approved change orders issued for this project resulting in a net decrease of \$59,211.15 to the construction contract, or 6.2% under the awarded amount. The approved change orders resulted in a final contract price of \$898,623.78. The table below contains a breakdown and explanation behind each change order:

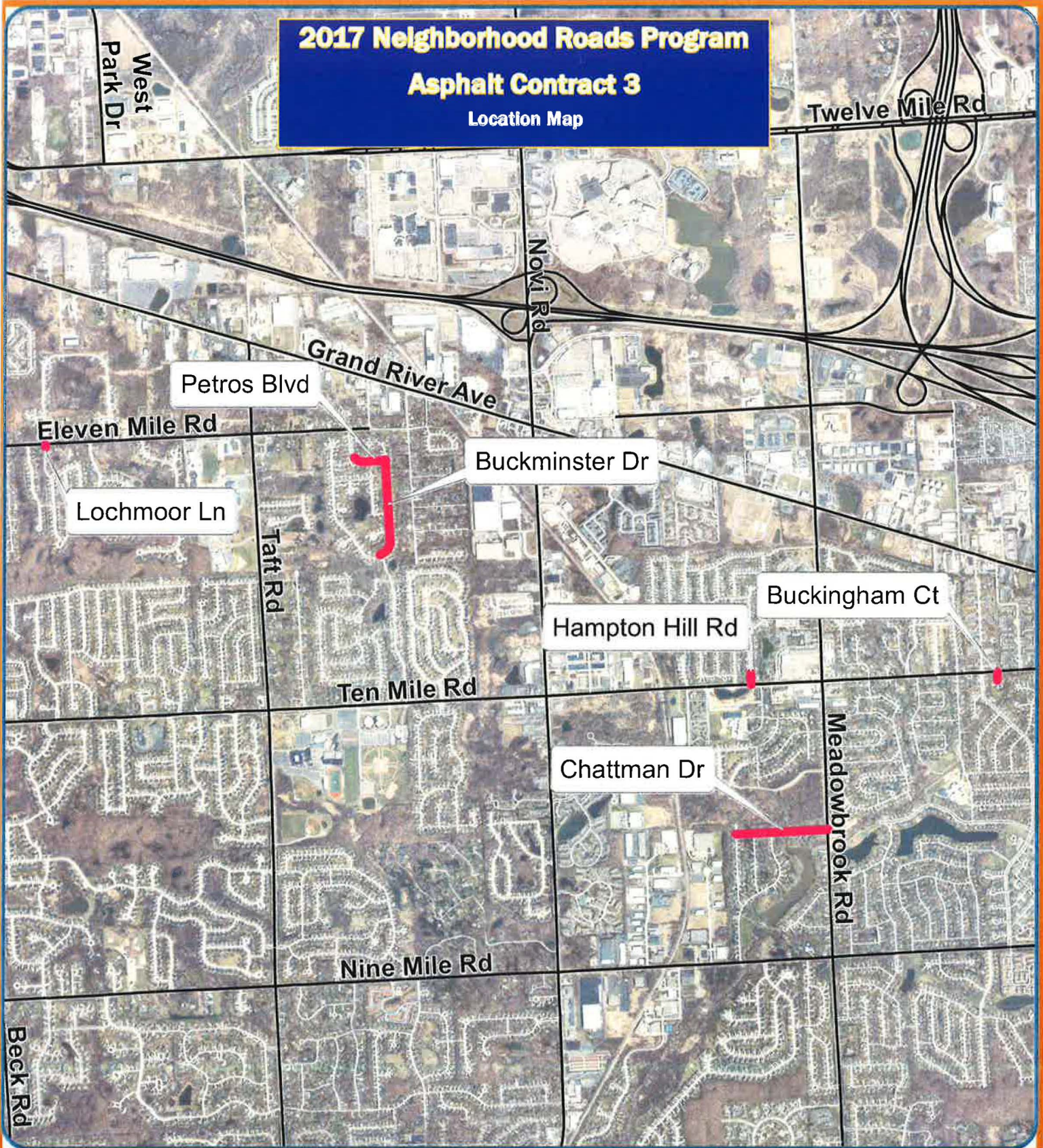
Change Order	Amount	Description
1	(\$28,630.00)	This change order addressed the change in asphalt paving materials from a 3C and 5E1 for more major road types to residential mixes of 1100T & 1100L.
2	\$303,575.81	A majority of this change order resulted in poor subbase conditions on Greening Drive which were much different than anticipated during the design. This street was changed from a standard mill and fill to a full reconstruct. Other minor items included additional quantities of concrete curb replacement on Buckminster, Lochmoor and Petros Boulevard. This change order was approved by City Council at their regular meeting held on August 28, 2017.
3	\$69,146.00	The Water & Sewer Division experienced four separate water main breaks earlier in the winter of 2016-17 within areas of existing asphalt which required replacement. This work was paid for out of Water & Sewer funds.
4	(\$403,302.96)	This was a complete as-constructed balancing change order which saw much less quantities used than originally designed or planned.
Total	(\$59,211.15)	

RECOMMENDED ACTION: Approval of the final payment to Florence Cement Company for the 2017 Neighborhood Road Program - Asphalt Streets (Contract 3) project in the amount of \$43,971.19, plus interest earned on retainage.

2017 Neighborhood Roads Program

Asphalt Contract 3

Location Map



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

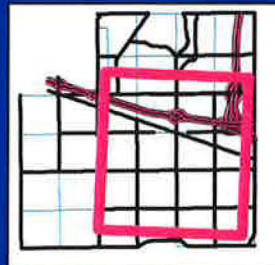
Amended By:
Date:
Department:

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.

Legend

 Asphalt



City of Novi

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



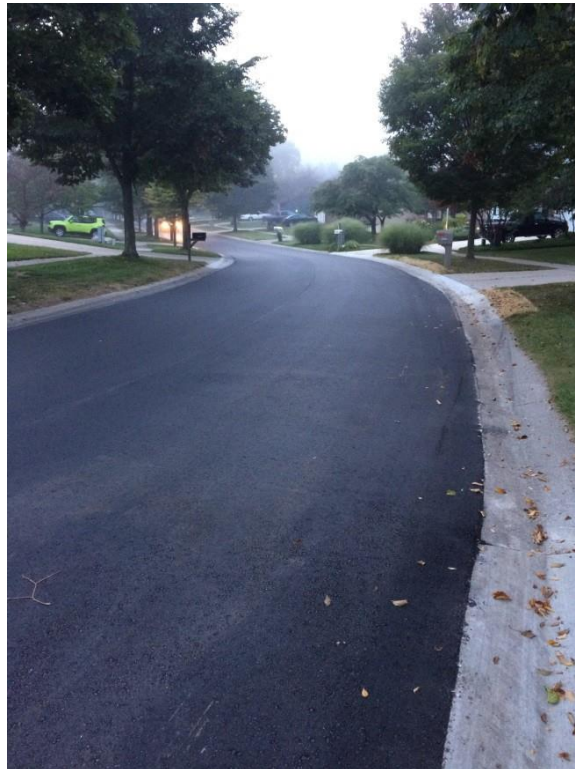
1 inch = 2,500 feet



2017 NRP – ASPHALT STREETS (CONTRACT 3)



Buckingham Court – Looking south from 10 Mile Road



Buckminster Drive – Looking north from Christina Lane



Ennishore Drive – Looking north from 9 Mile Road



Lochmoor Drive – Looking south from 11 Mile Road



Petros Boulevard – Looking west from Buckminster Drive



Chattman Street – Looking east from Balcombe Drive



Greening Drive – North of Greening Court

ELIZABETH KUDLA SAARELA
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www.jrsjlaw.com



JOHNSON ROSATI
SCHULTZ JOPPICH

June 1, 2018

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

**Re: 2017 Neighborhood Roads – Contract 3 – Florence Cement
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2017 Neighborhood Roads, Contract 3, Improvements Project:

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. Since the contract price decreased, the original Maintenance Bond is adequate. 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

Elizabeth K. Saarela

EKS

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 = \$ 43,971.19

PURCHASE ORDER NO.

95137

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 NRP - ASPHALT (Contract 3)	NOVI PROJECT NO.: 17-2103	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: Florence Cement Company 12585 23 Mile Road Shelby Twp., Michigan 48315 (586) 997-2666
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$957,834.93	ORIGINAL: November 7, 2017	FROM: December 21, 2017
REVISED: \$898,623.78	REVISED:	TO: May 8, 2018
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - Base Bid GL#203-203.00-864.183 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	80.00	\$ 640.00	\$ 51,200.00	85.00	\$ 640.00	\$ 54,400.00	1.50	\$ 960.00	2%	89.25	\$ 57,120.00	105%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ 50,000.00				1.00	\$ 50,000.00	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	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
4	Maintaining Traffic	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00				1.00	\$ 30,000.00	100%
5	Tree Protection Fencing	LF	100.00	\$ 4.00	\$ 400.00	0.00	\$ 4.00	\$ -				0.00	\$ -	
6	Sidewalk, Remove	SF	4184.00	\$ 1.60	\$ 6,694.40	2650.58	\$ 1.60	\$ 4,240.93				2650.58	\$ 4,240.93	100%
7	Joint and Crack Cleanout/Repair	LF	5700.00	\$ 6.00	\$ 34,200.00	6474.90	\$ 6.00	\$ 38,849.40				6474.90	\$ 38,849.40	100%
8	HMA Surface Repair	SY	6122.00	\$ 22.90	\$ 140,193.80	1511.17	\$ 22.90	\$ 34,605.79				1511.17	\$ 34,605.79	100%
9	Pavement, Remove	SY	220.00	\$ 14.00	\$ 3,080.00	122.48	\$ 14.00	\$ 1,714.72				122.48	\$ 1,714.72	100%
10	HMA Driveway, Remove	SY	231.00	\$ 12.00	\$ 2,772.00	63.64	\$ 12.00	\$ 763.68				63.64	\$ 763.68	100%
11	Cold Milling HMA Surface	SY	24543.00	\$ 1.80	\$ 44,177.40	25808.01	\$ 1.80	\$ 46,454.42				25808.01	\$ 46,454.42	100%
12	Curb and Gutter, Conc, Remove	LF	4366.00	\$ 10.40	\$ 45,406.40	5376.70	\$ 10.40	\$ 55,917.68				5376.70	\$ 55,917.68	100%
13	Subgrade Undercut (As Needed)	CY	100.00	\$ 60.00	\$ 6,000.00	79.45	\$ 60.00	\$ 4,767.00				79.45	\$ 4,767.00	100%
14	Agg Base, 6-inch, Limestone	SY	410.00	\$ 10.00	\$ 4,100.00	279.73	\$ 10.00	\$ 2,797.30				279.73	\$ 2,797.30	100%
15	Agg Base	TON	50.00	\$ 25.00	\$ 1,250.00	5.00	\$ 25.00	\$ 125.00				5.00	\$ 125.00	100%
16	Agg Base, 8-inch	SY	1000.00	\$ 15.00	\$ 15,000.00	1804.00	\$ 15.00	\$ 27,060.00				1804.00	\$ 27,060.00	100%
17	Underdrain, 6" w/geo-wrap trench	LF	300.00	\$ 14.00	\$ 4,200.00	151.72	\$ 14.00	\$ 2,124.08				151.72	\$ 2,124.08	100%
18	Culv, CI F, CSP, 12-inch	LF	210.00	\$ 40.00	\$ 8,400.00	80.00	\$ 40.00	\$ 3,200.00				80.00	\$ 3,200.00	100%
19	Culv End Section, Metal, 12-inch	EA	14.00	\$ 83.00	\$ 1,162.00	8.00	\$ 83.00	\$ 664.00				8.00	\$ 664.00	100%
20	Driveway, Nonreinf Conc, 6-inch	SY	351.00	\$ 42.04	\$ 14,756.04	187.75	\$ 42.04	\$ 7,893.01				187.75	\$ 7,893.01	100%
21	Curb and Gutter, Conc, Modified	LF	4134.00	\$ 20.12	\$ 83,176.08	5552.11	\$ 20.12	\$ 111,708.45				5552.11	\$ 111,708.45	100%
22	HMA, 3C	TON	1482.00	\$ 74.00	\$ 109,668.00	0.00	\$ 74.00	\$ -				0.00	\$ -	
23	HMA, 5E1	TON	3023.00	\$ 92.00	\$ 278,116.00	0.00	\$ 92.00	\$ -				0.00	\$ -	
24	ADA Ramp, Conc, 6-inch	SF	3691.00	\$ 5.91	\$ 21,813.81	2633.35	\$ 5.91	\$ 15,563.10				2633.35	\$ 15,563.10	100%
TOTAL THIS SHEET				\$	910,065.93	\$	443,948.56	\$	-	\$	443,948.56	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 - ASPHALT (Contract 3)

NOVI PROJECT NO.: 17-2103

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	%
37	HMA, 1100L	Ton	1	GL#203-203.00-864.183	1277.92	\$ 71.00	\$ 90,732.32				1277.92	\$ 90,732.32	100%
38	HMA, 1100T	Ton	1	GL#203-203.00-864.183	2908.45	\$ 84.00	\$ 244,309.80				2908.45	\$ 244,309.80	100%
39	Excavation, Earth	CY	1	GL#203-203.00-864.183	988.35	\$ 28.00	\$ 27,673.80				988.35	\$ 27,673.80	100%
40	Driveway Opening, Conc, Det M	LF	1	GL#203-203.00-864.183	104.00	\$ 30.25	\$ 3,146.00				104.00	\$ 3,146.00	100%
41	Water main breaks pavement repairs	LS	2	GL#592-592.00-938.000	1.00	\$ 66,000.00	\$ 66,000.00				1.00	\$ 66,000.00	100%
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	\$ -	
TOTAL FROM THIS SHEET							\$ 431,861.92		\$ -		\$ 431,861.92		
TOTAL FROM OTHER SHEETS					\$ 957,834.93		\$ 466,761.86		\$ -		\$ 466,761.86		
GRAND TOTAL					\$ 957,834.93		\$ 898,623.78		\$ -		\$ 898,623.78	100%	



CITY OF NOVI

PURCHASE ORDER NO.

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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 NRP - ASPHALT (Contract 3) NOVI PROJECT NO.: 17-2103 PAYMENT NO.: FINAL

Original Contract Amount: \$ 957,834.93

Change Orders: \$ (59,211.15)

Adjusted Contract Amount to Date: \$ 898,623.78

Total Cost of Work Performed to Date: \$ 898,623.78

MINUS Retainage: \$ -

MINUS Inspection "Crew Days":
 To Date 0% \$ -
 This Pay 89.25 \$ 2,720.00
 1.50

Net Amt. Earned of Contract and Extra Work to Date: \$ 895,903.78

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

Subtotal: \$ 895,903.78

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

Subtotal: \$ 895,903.78

MINUS Amount of Previous Payments: \$ 851,932.59

1	\$	40,412.57
2	\$	182,512.35
3	\$	63,483.83
4	\$	168,357.79
5	\$	53,008.78
6	\$	66,724.66
7	\$	25,944.79
8	\$	180,025.71
9	\$	71,462.10
10	\$	-

CHANGE ORDERS

No.	Date	Amount
1	June 20, 2017	\$ (28,630.00)
	August 3, 2017	\$ 303,575.81
3	November 13, 2017	\$ 69,146.00
4	December 20, 2017	\$ (403,302.96)
5		
6		
7		
8		
9		
10		
TOTAL:		\$ (59,211.15)

BALANCE DUE THIS PAYMENT: \$ 43,971.19

Inspection "Crew Days" Allowed per Contract:	80.00
Additional "Crew Days" per Change Orders:	5.00
Total Inspection "Crew Days" Allowed:	85.00
Inspection "Crew Days" Used to Date:	89.25
Inspection "Crew Days" Remaining:	-4.25



CITY OF NOVI

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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 NRP - ASPHALT (Contract 3)

NOVI PROJECT NO.: 17-2103

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

Michael Randazzo

Digitally signed by Michael Randazzo
DN: c=US, E=mikerandazzo@florencecement.com, O=Florence Cement Co., OU=Florence Cement Co, CN=Michael Randazzo
Date: 2018.05.29 08:52:29-04'00'

Florence Cement Company
CONTRACTOR - Electronic Signature Certification

Ghassan K. Dahoui

Ghassan K. Dahoui
May 29 2018 9:09 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: 2018.05.31 07:33:52 -04'00'

Aaron J. Staup, Construction Engineer

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: 2018.05.31 08:38:11 -04'00'

George D. Melistas, Engineering Senior Manager

Electronic Signature Certification

- All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractors 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.

 **AIA** Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No.: CA 1539995

PROJECT: <i>(Name and address)</i> 2017 Neighborhood Roads Program - Asphalt (Contract 3)	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Construction	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input checked="" type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> 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)

Great American Insurance Company
301 E. Fourth Street
Cincinnati, OH 45202

, SURETY,

on bond of
(Insert name and address of Contractor)

Florence Cement Company
12585 23 Mile Road
Shelby Township, MI 48315

, 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
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **May 21, 2018**
(Insert in writing the month followed by the numeric date and year.)

Great American Insurance Company

(Surety)



(Signature of authorized representative)

Holly Nichols, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20903

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICHOLAS ASHBURN PAUL M. HURLEY HOLLY NICHOLS ROBERT D. HEUER ANNE M. BARICK MICHAEL D. LECHNER	JASON ROGERS ALL OF TROY, MICHIGAN	ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MAY, 2017



Attest
My C. B.
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 19TH day of MAY, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008,

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect

Signed and sealed this 21st day of May, 2018



My C. B.
Assistant Secretary

SWORN STATEMENT

STATE OF MICHIGAN)
 COUNTY OF MACOMB)

_____ Doreen Lanni _____, being sworn, states the following:

Florence Cement Company, is the contractor for an improvement to the following real property in Oakland County, Michigan, described as follows:

2017 Neighborhood Roads Program - Asphalt (Contract 3) - City of Novi - County of Oakland, State of Michigan
 FCC Job # 17021 - City of Novi # 17-2103

That 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 contractor/subcontractor has contracted/subcontracted for performance under the contract with the owner or lessee of the property, and that the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names as follows:

Name of subcontractor, supplier or laborer	Type of Improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
American Pavement Sawing, LLC	Sawcutting ✓		11,287.69	-			
Cadillac Asphalt, LLC	Asphalt Materials ✓		238,348.15	-			
Finishing Touch Photo & Video	Pre-Construction Video ✓		2,550.00	-			
Goretski Construction	Concrete Driveway, Curb & Gutter ✓		66,509.50	-			
Lafemina Trucking	Trucking ✓		89,920.27	-			
Marc Dutton Irrigation, Inc.	Sprinkler Repairs ✓		8,914.00	-			
National Industrial Maintenance	Road Sweeper ✓		27,487.50	-			
P K Contracting, Inc.	Pavement Markings ✓		1,440.45	-			
Pavement Recycling, Inc.	Milling ✓		8,250.22	-			
Santos Cement	Concrete Driveway, Sidewalks, Curb & Gutter ✓		69,718.79	-			
Shaw Contracting	Milling ✓		15,346.47	-			
State Barricades	Traffic Control ✓		8,246.60	-			
Florence Cement Co.	General Contractor		349,884.14	-			
ALL WAGES, FRINGES, BENEFITS, TAXES AND WITHHOLDINGS ARE PAID IN FULL							
There are no subcontractors and / or suppliers other than those listed above							
TOTALS			885,903.78	-			

(Some columns are not applicable to all persons listed)

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 contractor/subcontractor or as supplier/subcontractor of the contractor/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, P.A. 497, MCL 570.1109.

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

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.


 Doreen Lanni, Controller

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

Subscribed and sworn to before me on this

_____ 22nd day of May 2018.

 Notary Public Signature

Kelly L. Cusumano
 Macomb County, State of Michigan
 My commission expires 12/13/2020



FULL UNCONDITIONAL WAIVER OF LIEN

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

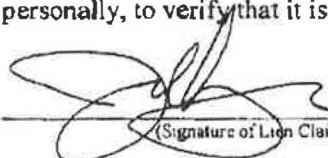
Sawcutting for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 2-12-18


(Signature of Lien Claimant)

John Segesser
(Printed Name of Lien Claimant)

owner / member
(Title of Lien Claimant)

Company Name: American Pavement Sawing, LLC

Address: 32840 Manor Park - Garden City, MI 48315

Telephone: 734-266-1770

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Asphalt Materials for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 2-14-18 Kathleen G. 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: 2040 Barrett Road Troy, MI 48084

Telephone: 248-362-0850

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FULL UNCONDITIONAL WAIVER OF LIEN

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

Pre-Construction Video for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 2/12/18

**Cynthia Stirling
Hurley**

Digitally signed by Cynthia
Stirling Hurley
Date: 2018.02.12 10:04:08 -05'00'

(Signature of Lien Claimant)

Cynthia Stirling Hurley

(Printed Name of Lien Claimant)

Officer

(Title of Lien Claimant)

Company Name: Finishing Touch Photo & Video

Address: 25095 25 Mile Road Chesterfield, MI 48051

Telephone: 586-749-3340

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FULL UNCONDITIONAL WAIVER OF LIEN

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

Concrete Driveway, Curb & Gutter for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 2-14-18

Mary Ann Hamilton
(Signature of Lien Claimant)

Mary Ann Hamilton
(Printed Name of Lien Claimant)

Office Manager
(Title of Lien Claimant)

Company Name: Goretski Construction

Address: 4850 South Hill Road Milford, MI 48381

Telephone: 248-685-1404

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 5/13/18 [Signature]
(Signature of Lien Claimant)

Dave Catance
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: Lafemina Trucking

Address: 51280 Napi Drive Shelby Twp., MI 48315

Telephone: 586-854-3611

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Sprinkler Repairs for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 1-15-2018

Vicki Gentry
(Signature of Lien Claimant)

Vicki Gentry
(Printed Name of Lien Claimant)

Office Mng. Agent
(Title of Lien Claimant)

Company Name: Marc Dutton Irrigation, Inc.

Address: 4720 Hatchery Road - Waterford, MI 48329

Telephone: 248 674-4470

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cityofnovi.org

FULL UNCONDITIONAL WAIVER OF LIEN

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

Road Sweeper for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 2/13/18

Peter LaGreca

Digitally signed by Peter LaGreca
DN: o=State of Michigan,
email=plagreca@nimmi.com, cn=Peter LaGreca
Date: 2018.02.13 15:35:05 -0500

(Signature of Lien Claimant)

Peter LaGreca

(Printed Name of Lien Claimant)

Treasurer

(Title of Lien Claimant)

Company Name: National Industrial Maintenance

Address: 4400 Stecker Dearborn, MI 48126

Telephone: 313-945-6464

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FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 2-5-18


(Signature of Lien Claimant)

Sandy Bitner, Agent

(Printed Name of Lien Claimant)

(Title of Lien Claimant)

Company Name: P.K. Contracting, Inc.

Address: 1965 Barrett - Troy, MI 48084

Telephone: 248-362-2130

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

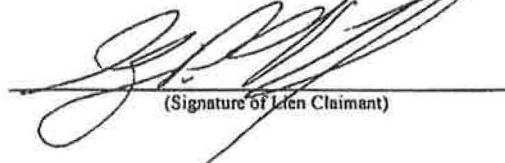
Milling for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: February 14, 2018


(Signature of Lien Claimant)

Gary P. VanHevel
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: Pavement Recycling, Inc.

Address: 210 S. Blacks Corner Road Imlay City, MI 48444

Telephone: 810-724-8200

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FULL UNCONDITIONAL WAIVER OF LIEN

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

Concrete, Driveways, Sidewalks, Curb & Gutter for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 5/14/2018

Annam Ridenur
(Signature of Lien Claimant)

Annam Ridenur
(Printed Name of Lien Claimant)

Senara Manager
(Title of Lien Claimant)

Company Name: Santos Cement

Address: 860 Southfield Lincoln Park, MI 48146

Telephone: 313-551-3113

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FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 2/13/2018 
(Signature of Lien Claimant)

Brad Shaw
(Printed Name of Lien Claimant)

Secretary/Treasurer
(Title of Lien Claimant)

Company Name: Shaw Contracting

Address: 509 Morton Street Bay City, MI 48706

Telephone: 989-684-0014

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FULL UNCONDITIONAL WAIVER OF LIEN

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

Traffic Control for the improvement of the property
(Type of service)

described as 2017 Neighborhood Roads Program - Asphalt (Contract 3)
(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: 2-12-18

Vanessa Hadley
(Signature of Lien Claimant)

Vanessa Hadley
(Printed Name of Lien Claimant)

Secretary
(Title of Lien Claimant)

Company Name: State Barricades

Address: 24806 Industrial Highway Warren, MI 48089

Telephone: 586-756-8282

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