



CITY of NOVI CITY COUNCIL

Agenda Item E
November 27, 2017

SUBJECT: Approval of the final payment to Audia Concrete Construction, Inc. for the 2017 Concrete Panel Replacement (CPR) Program project in the amount of \$27,603.28, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 27,603.28
AMOUNT BUDGETED	\$ 612,548.00
LINE ITEM NUMBER	203-203.00-985.002 (Concrete Panel Repair Program)

BACKGROUND INFORMATION:

Each year, the City selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on Pavement Surface Evaluation and Rating system (PASER) ratings, staff's field observations, and resident concerns for the Neighborhood Road Programs. In order to "touch" more neighborhood streets, the City developed an additional program, called the Concrete Panel Replacement (CPR) Program, to address streets in a more individual and distinct way than the intensive rehabilitation methods required for the Neighborhood Road Program. The CPR Program is a fiscally responsible way to improve the PASER rating of a road by repairing the worst qualifying panels of a given section of that road. City staff worked with one of the three City consultants, Spalding DeDecker Associates (SDA), to develop a list of streets for the 2017 program. The repairs (or panel replacements) were categorized into priorities (Priority 1 being the panels in the worst condition through Priority 3 being in a better condition). The intent of this program was to address Priority 1 panels first and repairing Priority 2 panels which are in close approximation. The attached map shows general locations of streets that were worked on this year.

The construction contract was awarded for this project at the May 22, 2017 City Council meeting to Audia Concrete Construction, Inc., in the amount of \$346,410.95. Audia Concrete replaced nearly 200 panels on over 20 City streets. Approximately \$650,000 worth of concrete panel work was included in the two separate Neighborhood Road contracts/programs in order to take advantage of the better mobilization pricing. Final payments for those Neighborhood Road contracts will appear on future Council agendas.

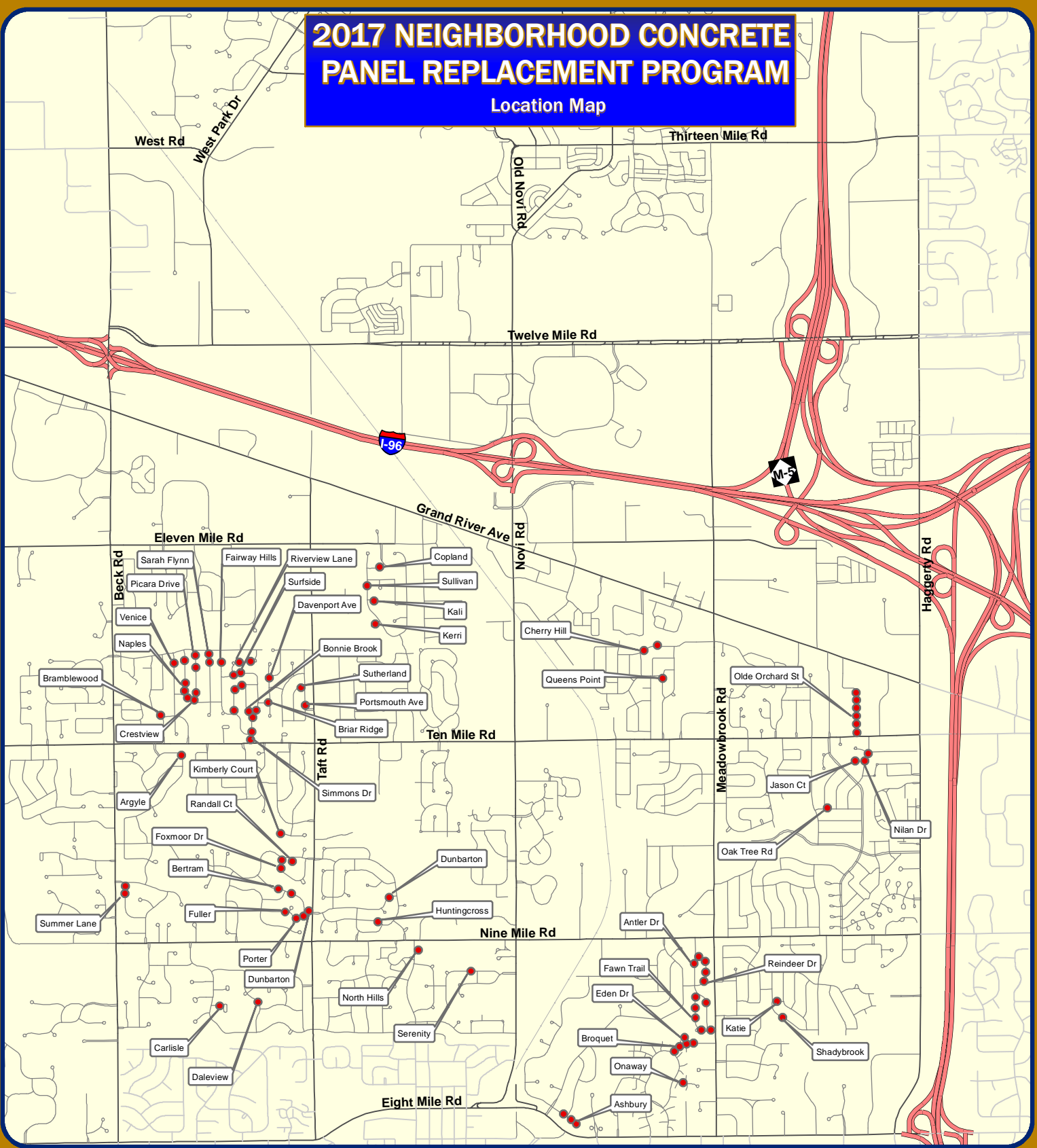
Engineering staff in collaboration with SDA reviewed and verified the final contract payment amount of \$27,603.28 that is due the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's October 27, 2017 letter).

There were three (3) approved change orders issued for this project resulting in an increase of \$7,254.61 to the construction contract, or 2.1% over the awarded amount. The approved change orders resulted in a final contract price of \$353,665.56.

RECOMMENDED ACTION: Approval of the final payment to Audia Concrete Construction, Inc. for the 2017 Concrete Panel Replacement (CPR) Program project in the amount of \$27,603.28, plus interest earned on retainage.

2017 NEIGHBORHOOD CONCRETE PANEL REPLACEMENT PROGRAM

Location Map



Map Author: J. Mathias
Date: 4/07/17

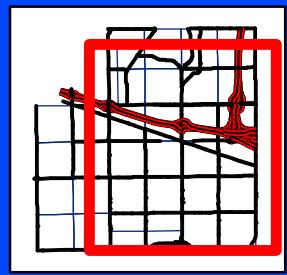
Amended By:
Date:
Department:

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

- Priority 1 Concrete Panels



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

Feet
0 700 1,400 2,800 4,200
1 inch = 3,461 feet



2017 Neighborhood Concrete Panel Replacement Program



Simmons Drive looking North after repairs



Fairway Hills Drive looking North after repairs



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

October 27, 2017

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

**Re: 2017 Concrete Panel Replacement – Audia Concrete Construction, Inc.
*Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for 2017 Concrete Panel Replacement Project:

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

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 has been increased to account for change orders in the Project. 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.

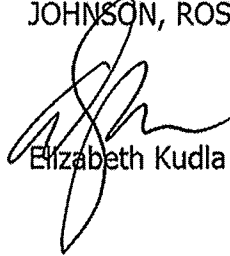
Aaron Staup, Construction Engineer

October 27, 2017

Page 2

Very truly yours,

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

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', written over the printed name.

Elizabeth Kudla Saarela

Enclosures

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



CITY OF NOVI

Balance Due This Payment = \$ 27,603.28

PURCHASE ORDER NO.

95149

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 Concrete Panel Replacement	NOVI PROJECT NO.: 17-2104	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: Audia Concrete Construction, Inc. 2985 Childs Lake Road Milford, Michigan 48381 (248) 676-9570
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$346,410.95	ORIGINAL: October 10, 2017	FROM: August 31, 2017
REVISED: \$353,665.56	ACTUAL:	TO: October 11, 2017

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - Base Bid GL# 203-203.00-985.002 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	40.00	\$ 640.00	\$ 25,600.00	40.00	\$ 640.00	\$ 25,600.00				24.50	\$ 15,680.00	61%
1	Sidewalk, Remove	SF	920.00	\$ 1.00	\$ 920.00	0.00	\$ 1.00	\$ -				0.00		
2	Pvmt Repair, Remove, Modified	SY	5366.00	\$ 5.00	\$ 26,830.00	0.00	\$ 5.00	\$ -				0.00		
3	Conc Driveway, Rem/Replace, 6-inch	SY	100.00	\$ 49.00	\$ 4,900.00	0.00	\$ 49.00	\$ -				0.00		
4	Conc Driveway, Rem/Replace, 8-inch	SY	100.00	\$ 54.00	\$ 5,400.00	0.00	\$ 54.00	\$ -				0.00		
5	Conc Pvmt Repair, Less than 8-inch	SY	2683.00	\$ 47.65	\$ 127,844.95	5384.77	\$ 47.65	\$ 256,584.29				5384.77	\$ 256,584.29	100%
6	Conc Pvmt Repair, Greater than 8-inch	SY	2683.00	\$ 49.00	\$ 131,467.00	0.00	\$ 49.00	\$ -				0.00		
7	Lane Tie, Epoxy Anchored	EA	2683.00	\$ 3.00	\$ 8,049.00	1250.00	\$ 3.00	\$ 3,750.00				1250.00	\$ 3,750.00	100%
8	ADA Ramp, Conc, 6-inch	SF	920.00	\$ 5.00	\$ 4,600.00	0.00	\$ 5.00	\$ -				0.00		
9	ADA Detectable Warning Plate	SF	164.00	\$ 50.00	\$ 8,200.00	0.00	\$ 50.00	\$ -				0.00		
10	Str Rehab Type 1: Point-Up	EA	7.00	\$ 500.00	\$ 3,500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
11	Str Rehab Type 2: Cover Adjust	EA	12.00	\$ 600.00	\$ 7,200.00	16.00	\$ 600.00	\$ 9,600.00				16.00	\$ 9,600.00	100%
12	Str Rehab Type 3: Reconstruct	EA	8.00	\$ 800.00	\$ 6,400.00	0.00	\$ 800.00	\$ -				0.00		
13	Structure Cover, Type A	EA	12.00	\$ 520.00	\$ 6,240.00	0.00	\$ 520.00	\$ -				0.00		
14	Structure Cover, Type B	EA	5.00	\$ 520.00	\$ 2,600.00	0.00	\$ 520.00	\$ -				0.00		
15	Structure Cover, Type D	EA	1.00	\$ 520.00	\$ 520.00	0.00	\$ 520.00	\$ -				0.00		
16	Structure Cover, Type WM	EA	1.00	\$ 520.00	\$ 520.00	0.00	\$ 520.00	\$ -				0.00		
17	Structure Cover, Type SAN	EA	1.00	\$ 520.00	\$ 520.00	0.00	\$ 520.00	\$ -				0.00		
18	Permits	DLR	700.00	\$ 1.00	\$ 700.00	0.00	\$ 1.00	\$ -				0.00		

TOTAL THIS SHEET \$ 346,410.95 \$ 270,434.29 \$ - \$ 270,434.29 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 Concrete Panel Replacement

NOVI PROJECT NO.: 17-2104

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	%
19	Subgrade Undercut (As Needed)	CYD	1	GL# 203-203.00-985.002	24.91	\$ 48.00	\$ 1,195.68				24.91	\$ 1,195.68	100%
20	Underdrain, 6 Inch. w/Geotextil Trench W	LFT	1	GL# 203-203.00-985.002	0.00	\$ 27.00	\$ -				0.00	\$ -	
21	Pvmt Repair, Remove, Modified	SYD	1	GL# 203-203.00-985.002	5365.31	\$ 15.29	\$ 82,035.59				5365.31	\$ 82,035.59	100%
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 83,231.27		\$ -		\$ 83,231.27		
TOTAL FROM OTHER SHEETS						\$ 346,410.95	\$ 270,434.29		\$ -		\$ 270,434.29		
GRAND TOTAL						\$ 346,410.95	\$ 353,665.56		\$ -		\$ 353,665.56	100%	



CITY OF NOVI

PURCHASE ORDER NO.

95149

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2017 Concrete Panel Replacement NOVI PROJECT NO.: 17-2104 PAYMENT NO.: FINAL

Original Contract Amount: \$ 346,410.95

Change Orders: \$ 7,254.61

Adjusted Contract Amount to Date: \$ 353,665.56

Total Cost of Work Performed to Date: \$ 353,665.56

MINUS Retainage:

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

Net Amt. Earned of Contract and Extra Work to Date: \$ 353,665.56

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

Subtotal: \$ 353,665.56

ADD Incentive "Crew Days", if under: \$ 9,920.00

Subtotal: \$ 363,585.56

MINUS Amount of Previous Payments: \$ 335,982.28

1 \$	147,716.06
2 \$	39,843.25
3 \$	148,422.97
4 \$	0.00
5 \$	0.00
6 \$	0.00
7 \$	0.00
8 \$	0.00
9 \$	0.00
10 \$	0.00

BALANCE DUE THIS PAYMENT: \$ 27,603.28

CHANGE ORDERS

No.	Date		Amount
1	June 16 2017	\$	10,200.00
2	June 28, 2017	\$	55,216.14
3	August 23, 2017	\$	(58,161.53)
4			
5			
6			
7			
8			
9			
10			

TOTAL: \$ 7,254.61

Inspection "Crew Days" Allowed per Contract:	40.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	40.00
Inspection "Crew Days" Used to Date:	24.50
Inspection "Crew Days" Remaining:	15.50



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: 2017 Concrete Panel Replacement

NOVI PROJECT NO.: 17-2104

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

Ronetta Audia
Date: 2017.10.16 11:45:12 -04'00'
Audia Concrete Construction, Inc.
CONTRACTOR - Electronic Signature Certification

[Empty signature box]

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Ghassan K. Dahoui
Oct 16 2017 11:57 AM
Spalding DeDecker & Associates
CONSULTANT - Electronic Signature Certification

[Empty 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 G307**

Owner
Architect
Contractor
Surety
Other

Bond No 106725827

PROJECT: 2017 Concrete Panel Replacement Program
(name, address)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:
Audia Concrete Construction, Inc.
PO Box 72
Milford, MI 48381

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Travelers Casualty and Surety Company of America
1441 W Long Lake Rd, Suite 300
Troy, MI 48098

.SURETY COMPANY

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

Audia Concrete Construction, Inc.
PO Box 72
Milford, MI 48381

.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 **26th** day of **September, 2017**

Surety Company
Travelers Casualty and Surety Company of America


Signature of Authorized Representative

Attest:
(Seal) 

John L. Budde, Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G306, CONTRACTOR'S AFFIDAVIT OF PAYMENT FOR DEBTS AND CLAIMS, Current Edition.

AIA DOCUMENT G307-CONSENT OF SURETY COMPANY TO FINAL PAYMENT-APRIL 1979 EDITION-AIA ©

ONE

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POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227885

Certificate No. 007174035

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, Terri L. Young, William A. Pirret, and Patrick E. Williams

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of September, 2017


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 106725827

IN FAVOR OF **City of Novi**

ON BEHALF OF **Audla Concrete Construction, Inc.**

EFFECTIVE 5/25/2017

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

THE SURETY, **Travelers Casualty and Surety Company of America** hereby gives its consent to:

Increase Bond Amount to \$356,610.00 from \$346,410.95.

EFFECTIVE: 9/26/2017

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

SIGNED, AND SEALED 9/28/2017

Travelers Casualty and Surety Company of America
Surety


Susan L. Small Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227885

Certificate No. 007174040

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, Terri L. Young, William A. Pirret, and Patrick E. Williams

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



Audia Concrete Construction, Inc.
 2985 Childs Lake Road
 PO Box 72
 Milford, MI 48381
 248-676-9570

Shield

15329

5/3 BANK

74-545/072A

10/9/2017

PAY TO THE ORDER OF Messina Concrete

**21,337.80

Twenty-One Thousand Three Hundred Thirty-Seven and 80/100***** DOLLARS

Messina Concrete
 PO Box 1173
 Monroe, MI 48161

Ruth A

AUTHORIZED SIGNATURE

⑈015329⑈ ⑆072405455⑆ 7910270946⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY SCREEN - HOLD AT ANGLE TO VIEW

Audia Concrete Construction, Inc.

Messina Concrete

10/9/2017

15329

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/19/2017	Bill	1171131	11,426.80	11,426.80		11,426.80
7/20/2017	Bill	1171202	1,166.00	1,166.00		1,166.00
7/20/2017	Bill	1171203	5,946.60	5,946.60		5,946.60
7/21/2017	Bill	1171252	2,798.40	2,798.40		2,798.40
					Check Amount	21,337.80

Fifth Third General Ac

21,337.80



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Audia Concrete Const, Inc to provide
(Prime Contracting Party)

Redi Mix Concrete for the improvement of the property
(Type of service)

described as NOVI 2017 Concrete Panel Replacement Program
(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: Oct. 9, 2017 Marlene Messine
(Signature of Lien Claimant)

MARLENE MESSINE
(Printed Name of Lien Claimant)

C.E.O
(Title of Lien Claimant)

Company Name: Messina Concrete Inc

Address: P.O. Box 1173, MONROE, MI. 48161

Telephone: (734) 459-0200

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

*audia e audia constructions inc
'com*

https://mail.google.com/mail/u/0/?riz=1R6GGL..._en__US711#inbox/15f10f01a8840684?projector=1

https://mail.google.com/mail/u/0/?riz=1R6GGL..._en__US711#inbox/15f10f01a8840684?projector=1

SWORN STATEMENT

State of Michigan

County of Oakland

} §

Ronetta Audia, being duly sworn, states the following:

Audia Concrete Construction, Inc.

is the (contractor)(subcontractor) for an improvement to the following real property in Oakland County, Michigan, described as follows: City of Novi - 2017 Concrete Panel Replacement Program

The following is a statement of each subcontractor, 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, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name Address and Phone Number 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
Messina	Concrete	\$121,304.00	\$121,304.00	\$0.00			
Sweeney	materials	2,680.48	2,680.48	0.00			
Totals		123,984.48	123,984.48	0.00	0.00	0.00	0.00

(Some columns may not be 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 _____ of the (contractor)(sub-contractor) 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.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR 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 WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN 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.

Ronetta Audia
Dependent Printed Name
Ronetta Audia
Dependent Signature

WARNING TO DEPENDENT: 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 this
19 day of October, 2017
[Signature]
Notary Public, Oakland County, Michigan
My Commission Expires:
7-8-2020



*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

FULL UNCONDITIONAL WAIVER

My/our contract with AUDIA CONCRETE to provide
MISC CONCRETE PRODUCTS for the improvement of the property described as
CITY OF NOVI - 2017 PANEL REPLACEMENT
_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

SWEENEY CONSTRUCTION MATERIALS, LLC

(Printed Name of Lien Claimant)

Karen L. Hankins, CONTROLLER

(Signature of lien claimant)

Signed on: 10-26-17

Address: 25265 TRANS X

NOVI, MI 48375

Telephone: 248/374-1111

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