



CITY of NOVI CITY COUNCIL

**Agenda Item K
September 15, 2014**

SUBJECT: Approval of the final payment to Cadillac Asphalt for the 2013 Neighborhood Road Program--Contact 2 (Asphalt) in the amount of \$49,347.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 49,347
AMOUNT BUDGETED	\$ 54,869 (2013 Neighborhood Roads) \$427,500 (Capital Preventative Maintenance)
LINE ITEM NUMBER	203-203.00-865.432 (2013 Neighborhood Roads, \$47,867) 203-203-00.866.500 (Capital Preventative Maintenance, \$1,480)

BACKGROUND INFORMATION:

This project was the second of two contracts awarded for the 2013 Neighborhood Road Program and included work on 4.3 miles of asphalt streets. The attached table shows the listing of streets along with the associated work on each street.

The construction contract was awarded to Cadillac Asphalt, LLC at the June 3, 2013 City Council meeting in the amount of \$662,772. Change Order No. 1 was approved by City Council on August 12, 2013 to add several additional street segments using \$433,126 in additional funding provided in the FY13-14 budget.

In addition to Change Order No. 1 discussed above, there were four other change orders approved administratively for this project as summarized in the table below:

Change Order No.	Description	Contract Price Impact
1	Additional Streets (approved by City Council on 8/12/13)	\$433,125.85
2	Additional curb and sidewalk work that was not anticipated in the original bid to provide for proper drainage	\$21,345.29
3	Additional storm sewer that was not anticipated in the original bid.	\$8,205.00
4	Balanced quantities to add and remove per actual construction	-\$18,119.12
5	Final balancing to remove unused quantities	-\$131,593.77
NET CONTRACT CHANGE:		\$312,963.25

The approved change orders in the amount of \$312,963.25 resulting in a final contract price of \$975,734.91.

Engineering staff worked with the engineering consultant for this project, URS Corporation, to review and verify the final contract payment amount of \$49,347.17 that is due to the contractor (Final Pay Estimate No. 5, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's August 20, 2014 letter, attached).

RECOMMENDED ACTION: Approval of the final payment to Cadillac Asphalt for the 2013 Neighborhood Road Program--Contact 2 (Asphalt) in the amount of \$49,347.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

**2013 NEIGHBORHOOD ROAD PROGRAM –CONTRACT 2
PROJECT SUMMARY**

Road Segment	From	To	Material	PASER	Treatment
Rehabilitation					
Meridian Ln	Heatherbrae Way S	Siegal	Asphalt	3/5	Mill and Overlay with Interlayer
Dartmoor Dr	Barclay Dr	End	Asphalt	3/5	Mill and Overlay with Interlayer
Stratford Ln	Beck Rd	End	Asphalt	3	Mill and Overlay with Interlayer
York Mills	Barclay Dr	Dartmoor Dr	Asphalt	3/5	Mill and Overlay with Interlayer
Barclay Ct	Barclay Dr	End	Asphalt	3	Mill and Overlay with Interlayer
Barclay Dr	Nine Mile	Stratford Ln	Asphalt	3/5	Mill and Overlay with Interlayer
Hazelton Ct	Dartmoor Dr	End	Asphalt	3	Mill and Overlay with Interlayer
Perth Ct	Barclay Dr	End	Asphalt	4	Mill and Overlay with Interlayer
Dunnabeck Ct	Stratford Ln	End	Asphalt	5	Mill and Overlay with Interlayer
Change Order No. 1-Rehabilitation					
Newberry Dr	Mansfield	Mansfield	Asphalt	4	Mill and Overlay with Interlayer
Mansfield Dr	Newberry	Newberry	Asphalt	4	Mill and Overlay with Interlayer
Jamestowne Rd	Yorkshire	Ten Mile	Asphalt	5	Mill and Overlay with Interlayer
Huntington Rd	Yorkshire	Jamestowne	Asphalt	4	Mill and Overlay with Interlayer
Yorkshire Rd	Huntington	Jamestowne	Asphalt	5	Mill and Overlay with Interlayer
Concord Dr	Jamestowne	Christina	Asphalt	3	Mill and Overlay with Interlayer
Capital Preventative Maintenance					
Brook Forest Rd	Heatherbrook	Nine Mile	Asphalt	7	Slurry Seal
Heatherbrae Way	Heatherbrook	Nine Mile	Asphalt	7/8	Slurry Seal
Heatherbrook Ln	Heatherbrae	Heatherwoode	Asphalt	5/8	Slurry Seal
Deerfield Rd	Heatherbrook	Oakwood	Asphalt	7	Slurry Seal
Oakwood Dr	Brookforest	Heatherwoode	Asphalt	6/7	Slurry Seal
Sheridan Dr	Heatherbrook	Oakwood	Asphalt	7	Slurry Seal
Winfield Rd	Heatherbrook	Oakwood	Asphalt	8	Slurry Seal

2013 Neighborhood Roads/CPM Program (Revised July 2013)

Location Map



Map Author: Croy
Date: 7/11/2013
Project: 2013 NRP/CPM
Version #: v4.2

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 Streets
- Concrete Streets



City of Novi

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



1 inch = 2,500 feet



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 20, 2014

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

**Re: 2013 Neighborhood Roads (Asphalt) – Final Pay
Cadillac Asphalt**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2013 Neighborhood Roads Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order.

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

EKS

C: Maryanne Cornelius, Clerk
Rob Hayes, Public Services Director
Brian Coburn, Engineering Manager
Cara Parks, URS
Thomas R. Schultz, Esquire



CITY OF NOVI

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

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2013 NRP - Asphalt - Contract 2	NOVI PROJECT NO.: 13-2007	PAYMENT NO.: 5 (FINAL)
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: URS Corporation 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: Cadillac Asphalt, LLC 51777 W. 12 Mile Road Wixom, Michigan 48393 (248) 390-3645
CONTRACT AMOUNT	SUBSTANTIAL COMPLETION DATE	DATES OF ESTIMATE
ORIGINAL: \$662,771.66	ORIGINAL: August 16, 2013	FROM: November 17, 2013
REVISED: \$975,734.91	REVISED: September 16, 2013	TO: November 18, 2013

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day" (Phase I)	CD	43.00	\$ 640.00	\$ 27,520.00	43.00	\$ 640.00	\$ 27,520.00				50.50	\$ 32,320.00	117%
0	Constr. Inspection "Crew Day" (Phase II)	CD	0.00	\$ 640.00		38.00	\$ 640.00	\$ 24,320.00				23.50	\$ 15,040.00	62%
1	Mobilization	LS	1.00	\$ 25,100.00	\$ 25,100.00	1.00	\$ 25,100.00	\$ 25,100.00				1.00	\$ 25,100.00	100%
2	Maintaining Traffic	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
3	Erosion Control, Silt Fence	LF	248.00	\$ 1.20	\$ 297.60	0.00	\$ 1.20	\$ -				0.00		
4	Erosion Control, Inlet Protection	EA	55.00	\$ 80.00	\$ 4,400.00	75.00	\$ 80.00	\$ 6,000.00				75.00	\$ 6,000.00	100%
5	Surface Restoration	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
6	Dr. Structure Cover, Adj., Case 2	EA	44.00	\$ 450.00	\$ 19,800.00	76.00	\$ 450.00	\$ 34,200.00				76.00	\$ 34,200.00	100%
7	Dr. Structure Cover, EJ#7045M1	EA	3.00	\$ 505.00	\$ 1,515.00	3.00	\$ 505.00	\$ 1,515.00				3.00	\$ 1,515.00	100%
8	Reconstruct Drainage Structure	FT	40.00	\$ 150.00	\$ 6,000.00	17.20	\$ 150.00	\$ 2,580.00				17.20	\$ 2,580.00	100%
9	Point-Up Drainage Structure	EA	5.00	\$ 200.00	\$ 1,000.00	86.00	\$ 200.00	\$ 17,200.00				86.00	\$ 17,200.00	100%
10	Subgrade Undercutting, Type II	CY	25.00	\$ 20.00	\$ 500.00	0.00	\$ 20.00	\$ -				0.00		
11	Remove Pavement	SY	2956.00	\$ 9.00	\$ 26,604.00	4288.79	\$ 9.00	\$ 38,599.11				4288.79	\$ 38,599.11	100%
12	Curb and Gutter, Removal	LF	871.00	\$ 10.40	\$ 9,058.40	2009.40	\$ 10.40	\$ 20,897.76	-80.00	\$ (832.00)	-4%	2009.40	\$ 20,897.76	100%
13	Cold Milling, HMA Surface	SY	28889.00	\$ 1.50	\$ 43,333.50	49415.00	\$ 1.50	\$ 74,122.50				49415.00	\$ 74,122.50	100%
14	Sidewalk, Removal	SY	344.00	\$ 10.75	\$ 3,698.00	495.66	\$ 10.75	\$ 5,328.35				495.66	\$ 5,328.35	100%
15	Aggregate Base, 21AA, 8"	SY	688.00	\$ 14.25	\$ 9,804.00	583.15	\$ 14.25	\$ 8,309.89				583.15	\$ 8,309.89	100%
16	Geotextile, Separator	SY	400.00	\$ 5.30	\$ 2,120.00	0.00	\$ 5.30	\$ -				0.00		
17	Joint and Crack, Cleanout	LF	11855.00	\$ 1.00	\$ 11,855.00	685.00	\$ 1.00	\$ 685.00				685.00	\$ 685.00	100%
18	Hand Patching	Ton	113.00	\$ 75.00	\$ 8,475.00	179.88	\$ 75.00	\$ 13,491.00				179.88	\$ 13,491.00	100%
19	Pavt. Joint and Crack Repair	LF	11855.00	\$ 2.00	\$ 23,710.00	3178.00	\$ 2.00	\$ 6,356.00				3178.00	\$ 6,356.00	100%
20	Overband Crackseal, Roadbed	Rbmi	2.00	\$ 2,850.00	\$ 5,700.00	1.75	\$ 2,850.00	\$ 4,987.50				1.75	\$ 4,987.50	100%
21	Concrete Curb and Gutter	LF	871.00	\$ 22.00	\$ 19,162.00	2009.40	\$ 22.00	\$ 44,206.80	36.00	\$ 792.00	2%	2009.40	\$ 44,206.80	100%
22	HMA, 4C	Ton	3591.00	\$ 66.00	\$ 237,006.00	5816.37	\$ 66.00	\$ 383,880.42				5816.37	\$ 383,880.42	100%
23	HMA, 3C	Ton	358.00	\$ 141.45	\$ 50,639.10	328.61	\$ 141.45	\$ 46,481.88				328.61	\$ 46,481.88	100%
24	Seal, Slurry	SY	20880.00	\$ 2.35	\$ 49,068.00	20880.00	\$ 2.35	\$ 49,068.00				20880.00	\$ 49,068.00	100%
TOTAL THIS SHEET					\$ 566,345.60			\$ 790,509.21		\$ (40.00)			\$ 790,509.21	100%



CITY OF NOVI

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

Section 2.

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2013 NRP - Asphalt - Contract 2 NOVI PROJECT NO.: 13-2007 PAYMENT NO.: 5 (FINAL)

Original Contract Amount: \$ 662,771.66

Change Orders: \$ 312,963.25

Adjusted Contract Amount to Date: \$ 975,734.91

Total Cost of Work Performed to Date: \$ 975,734.91

MINUS Retainage: \$ -

MINUS Inspection "Crew Days": \$ 4,800.00 ✓

To Date:	0%	\$	-
Phase I	50.50	\$	4,800.00 ✓
Phase II	23.50	\$	-

Net Amt. Earned of Contract and Extra Work to Date: \$ 970,934.91

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

Subtotal: \$ 970,934.91

MINUS Amount of Previous Payments: \$ 921,587.74 ✓

1 \$	158,511.10 ¹¹
2 \$	548,099.78 ¹⁷
3 \$	200,949.96
4 \$	14,026.90 ✓

CHANGE ORDERS

No.	Date	\$	Amount
1	July 12, 2013	\$	433,125.85
2	September 12, 2013	\$	21,345.29
3	October 3rd, 2013	\$	8,205.00
4	October 18th, 2013	\$	(18,119.12)
5	November 17th, 2013	\$	(131,563.77)

BALANCE DUE THIS PAYMENT: \$ 49,347.16

TOTAL: \$ 312,963.25

	Phase I	Phase II
Inspection "Crew Days" Allowed per Contract:	43.00	38.00
Additional "Crew Days" per Change Orders:	0.00	0.00
Inspection "Crew Days" Used to Date:	50.50	23.50
Inspection "Crew Days" Remaining:	-7.50	14.50

PO 93943



CITY OF NOVI

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

Section 3.

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2013 NRP - Asphalt - Contract 2

NOVI PROJECT NO.: 13-2007

PAYMENT NO.: 5

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

By: Aaron J. Staup, Construction Engineering Coordinator

Dated:

7-9-14

Cadillac Asphalt, LLC
Contractor Company

Date:

01/13/14

Contractor Authorized Signature

By:

Print Name

URS Corporation
Consultant Firm

Date:

1/13/2014

Consultant Authorized Signature

By:

Print Name

By: Brian Coburn, PE., Engineering Manager

Dated:

7/9/14

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: 2013 Neighborhood Road and Capital Preventative Maintenance (CPM)
(name, address) Program, Asphalt Roadways, Contract 2

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

CONTRACT FOR:
\$662,772.00

CONTRACTOR:
Cadillac Asphalt, L.L.C.
2575 Haggerty Road, Suite 100
Canton, MI 48188

CONTRACT DATE:
June 12, 2013

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Co.)

Western Surety Company

27555 Executive Dr, Suite 350 Farmington Hills, MI 48331-3543, SURETY COMPANY,

on bond of (here insert name and address of Contractor) Cadillac Asphalt, L.L.C.

2575 Haggerty Road, Suite 100, Canton, MI 48188

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.

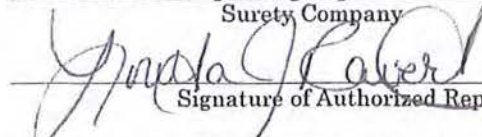
IN WITNESS WHEREOF, Western Surety Company

the Surety Company has hereunto set its hand this 9th day of January 2014

ATTEST:
(SEAL)

Western Surety Company

Surety Company



Signature of Authorized Representative

Loretta J. Ravert - Attorney-in-Fact

Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles G Richmond, David M Underwood, Bonnie J Davies, Michael S Richmond, Loretta J Ravert, Individually

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2012.



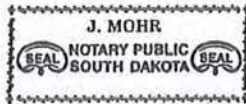
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of January, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 929570581 effective June 12, 2013
Western Surety Company
issued by the One Towne Square, Suite 1075 Southfield, MI 48076-3732
in the amount of \$975,734.99 Nine Hundred Seventy-Five Thousand Seven Hundred Thirty-Four and 99/100 DOLLARS,
Cadillac Asphalt, L.L.C.
on behalf of 2575 Haggerty Road, Suite 100 Canton, MI 48188
City of Novi
as Principal and in favor of 45175 West Ten Mile Road, Novi, MI 48375
as Obligee:

Now, Therefore, it is agreed that:

Project: 2013 Neighborhood Road and Capital Preventative Maintenance (CPM) Program, Asphalt Roadways, Contract 2

Performance and Payment Bond Limit Increased from \$662,772.00 to \$975,734.99.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 12th day of June, 2013.

Signed, sealed and dated this 1st day of July, 2014.

Cadillac Asphalt, L.L.C. (Principal)

Western Surety Company (Surety)

By:

Handwritten signature and initials in blue ink: ASAR SANDER DIV MGR

By:

Handwritten signature in black ink: Loretta J. Ravert

Loretta J. Ravert

Attorney-in-Fact

Accepted By:

Blank lines for signature and date

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles G Richmond, David M Underwood, Michael S Richmond, Loretta J Ravert, Individually

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of March, 2014.

WESTERN SURETY COMPANY

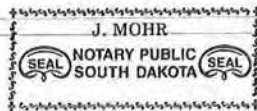


Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of March, 2014, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of July, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

SWORN STATEMENT

State of Michigan)
 County of Oakland)§§
)

Alan Sandell (deponent), being sworn, states the following:
Cadillac Asphalt, LLC is the (contractor) (subcontractor) for an improvement to the following real property in Novi, Oakland
 County, Michigan,
 described as follows: ***** 2013 Novi Neighborhood CPM Program

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 the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

THE AREA BELOW MUST LIST ALL SUPPLIERS ON THE ABOVE REFERENCED JOB

Name, address, and telephone 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 Labor Wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
Fort Wayne Contracting 300 E. Seven Mile Rd. Detroit, MI 48203 (313)368-3400		\$63,939.38	\$63,939.38	\$0.00			
Highway Maintenance & Construction PO Box 7441 Romulus, MI 48174 734-941-8885		\$54,055.50	\$54,055.50	\$0.00			
Tenmile Creek Excavating 407 E. Fort St, Ste 407 Detroit, MI 48226 313-963-4263		\$73,134.20	\$73,134.20	\$0.00			
Carol Construction 1543 Hamlin Rochester Hills, MI 48309 248-299-0500		\$185,006.70	\$185,006.70	\$0.00			
Road Fabrics 27W045 St. Charles Rd. Carol Stream, IL 60188 630.293.3111		\$111,059.87	\$111,059.87	\$0.00			
Green Meadows Landscape, Inc. 47515 Ryan Road Shelby Township, MI 48317 (586)254-7775		\$3,500.00	\$3,500.00	\$0.00			
Don's Restoration 325 W Milton Ave Hazel Park MI 48030 (248)979-2141		\$3,700.00	\$3,700.00	\$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) (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.

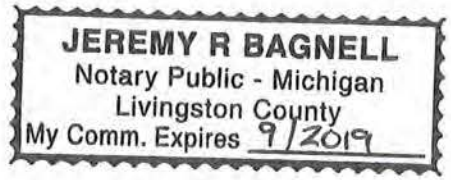
ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING 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 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.


Deponent ALAN SANDELL
DIVISION MANAGER

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 August 12, 20 14


Notary Public, _____ County, Michigan
My Commission expires: _____
Acting in the County of OAKLAND, Michigan.



Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 474704. Novi 2013 Neighborhood CPM

Subcontractor: Carlo Construction Inc
1543 W Hamlin Rd
Rochester Hills, MI 48309

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 8.6.2014

Firm Name: Carlo Construction, Inc.

By: [Signature] Michael Cateracci

Title: President

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 474704. Novi 2013 Neighborhood GPM

Subcontractor: Dons Restoration Llc
325 W Milton
Hazel Park, MI 48030

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/4/14

Firm Name: Don's Restoration LLC

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

By: Jason Lewis

Title: owner/partner



Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 474704. Novi 2013 Neighborhood CPM

Subcontractor: Fort Wayne Contracting Inc
300 E Seven Mile Rd
Detroit, MI 48203

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/4/14

Firm Name: Fort Wayne Contracting, Inc

By: Christopher Honore

Title: President

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188



13 102

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 474704. Novi 2013 Neighborhood CPM

Subcontractor: Highway Maintenance & Construction Corp
PO Box 74411
Romulus, MI 48174-0411

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/3/14

Firm Name: HIGHWAY MAINTENANCE & CONST

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

By: [Signature] Jeffrey S. Demer

Title: PRESIDENT



Handwritten: 3/4/2014

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 474704. Novi 2013 Neighborhood GPM

Subcontractor: Road Fabrics Inc
PO Box 87380
Carol Stream, IL 60188-7380

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3-4-14

Firm Name: ROAD FABRICS, INC

By: Larry W. Bowen Larry Powers

Title: VP SALES

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

159 Cadillac Asphalt LLC
Date Format - MM/DD/YY

URS Corp.
Date Received

MAR 27 2014

Page 3

02/17/14 03:22:33 PM
DEVMPMAPUNcondLienWaver2.rpt

Project No.
Filing Code

T13027

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 474704. Novi 2013 Neighborhood CPM

Subcontractor: Tenmile Creek Excavating LLC
407 E Fort St #407
Detroit, MI 48226

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/4/14

Firm Name: TENMILE CREEK EXCAVATING, LLC

By: Donald J. Fritsch Donald J. Fritsch

Title: C.F.O.

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188



Release and Waiver of Lien Rights for Final and Complete Payment

Project: 474704. Novi 2013 Neighborhood CPM

Subcontractor: Green Meadows Lawnscape Inc
47515 Ryan Rd
Shelby Township, MI 48317-2871

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3-11-14

Firm Name: Green Meadows Lawnscape, Inc

Return form to:
Cadillac Asphalt
2575 S. Haggery Road Suite 100
Canton, MI 48188

By: Sharon DeClerck Sharon DeClerck
Title: Secretary / Treasurer

