CITY OF NOVI CITY COUNCIL APRIL 21, 2025



SUBJECT: Approval of the final payment to Cadillac Asphalt LLC for the Thirteen Mile Road Rehabilitation project, Meadowbrook Road to M-5, in the amount of \$25,806.02, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Construction was performed on time and on budget.
- Scope added via Change Order from the Industrial Roads Rehabilitation project and approved on June 17, 2024, City Council meeting.
- Originally in GLWA's contract to complete.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	\$ 25,806.02
BUDGET	
Major Street Fund	\$ 2,316.00 Expenditure <u>\$ 23,490.02 Retainage</u>
	\$ 25,806.02 TOTAL
APPROPRIATION REQUIRED	\$0
FUND BALANCE IMPACT	\$0

BACKGROUND INFORMATION:

The design of the 13 Mile Road Rehabilitation project from Meadowbrook Road to M-5 was awarded to engineering consultant, AECOM-Great Lakes, at the March 4, 2024, City Council meeting. This section of 13 Mile Road was part of the Great Lakes Water Authority's (GLWA's) 54-inch Transmission Water Main project. In order to expedite the paving and ensure quality work, City staff recommended issuing a change order to the contractor of the Industrial Roads Rehabilitation project, Cadillac Asphalt, LLC. Removing this part of the work from GLWA was due to 13 Mile Road needing more substantial rehabilitation, having direct staff oversight, and ensuring completion during the summer to minimize the impact on schools. None of which could be guaranteed by GLWA.

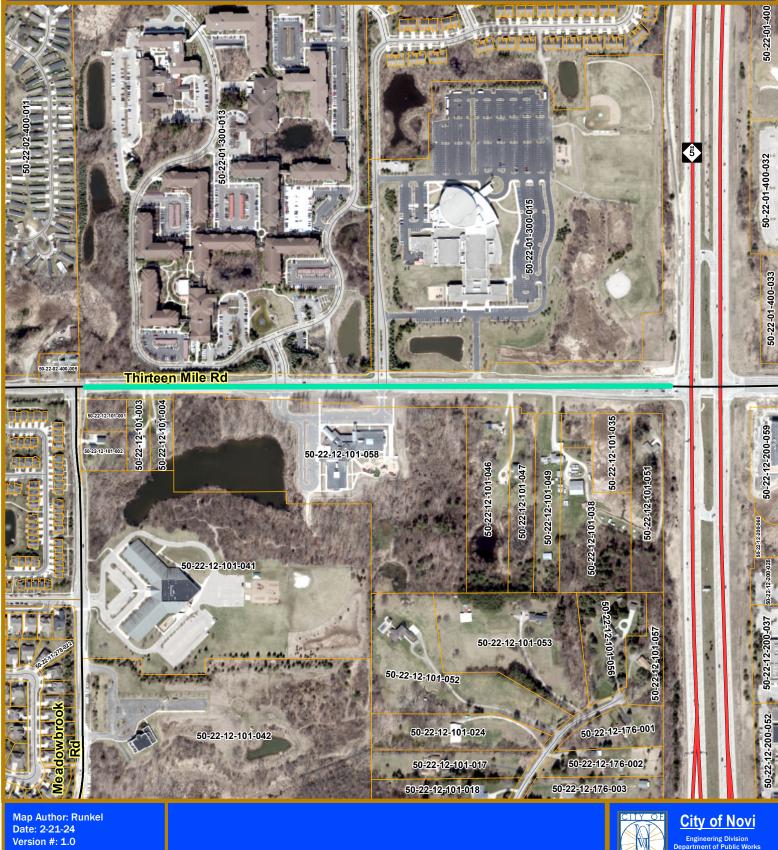
Also, due to the success Cadillac Asphalt had with the proceeding parts of this Industrial Roads contract and low unit prices, staff recommended that the City Council approve another change order to rehabilitate 13 Mile Road from Meadowbrook Road to the M-5 highway. This change order was approved at the June 17, 2024, meeting.

The construction contract was awarded at the April 17, 2023, City Council meeting to Cadillac Asphalt, LLC., in the amount of \$927,465.67. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract amount of \$25,806.02 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, March 27, 2025).

There were four (4) approved change orders issued, resulting in an overall increase of \$14,451.10 or 1.6% over the awarded amount. The approved change orders resulted in a final contract price of \$941,916.77 for the contract.

RECOMMENDED ACTION: Approval of the final payment to Cadillac Asphalt LLC for the Thirteen Mile Road Rehabilitation project, Meadowbrook Road to M-5, in the amount of \$25,806.02, plus interest earned on retainage.

13 Mile Road Rehabilitation Meadowbrook Rd to M-5



Map Interpretation depited is not interpretation of the second se

Project Area



1 inch = 452 feet

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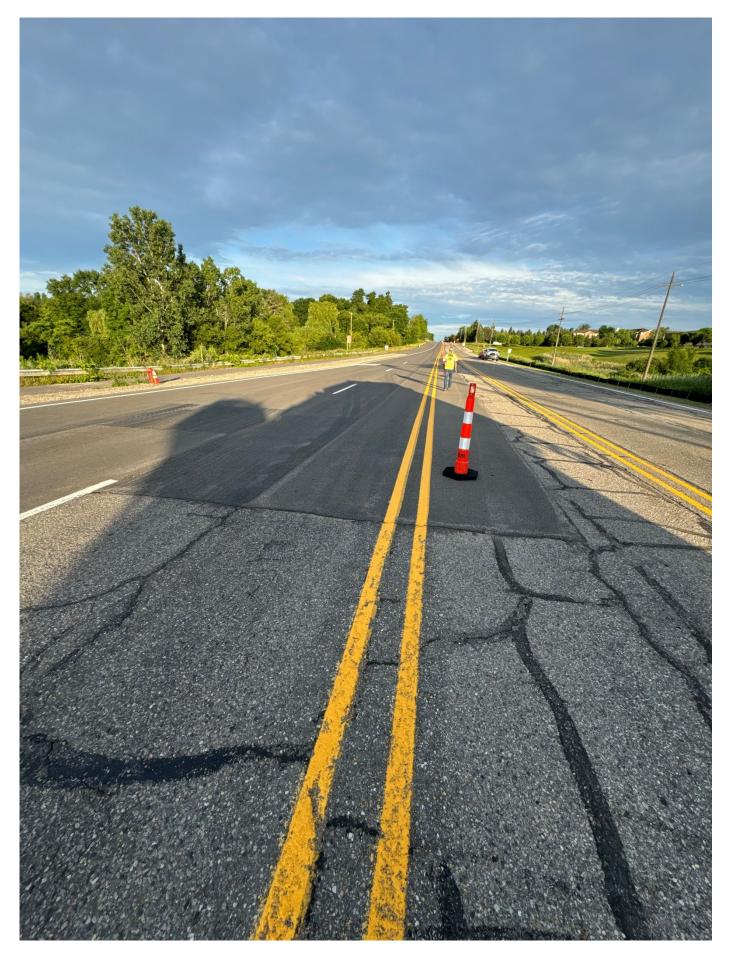
13 MILE ROAD REHABILITATION (MEADOWBROOK TO M-5)



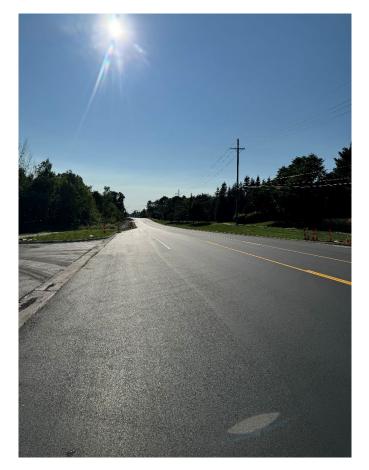
Before – Intersection of 13 Mile Road and M-5



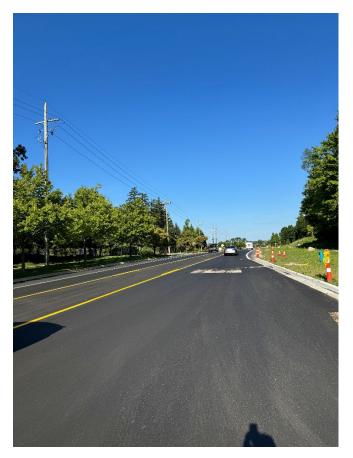
Before - 13 Mile Road looking east from Meadowbrook Road



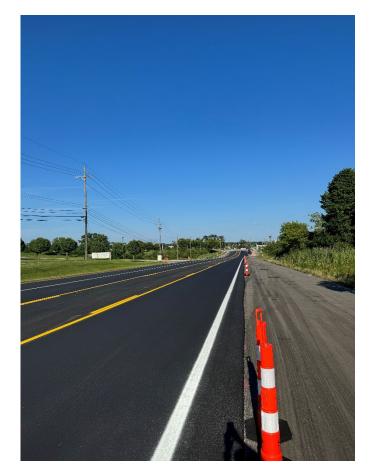
Before – 13 Mile Road looking west from M-5



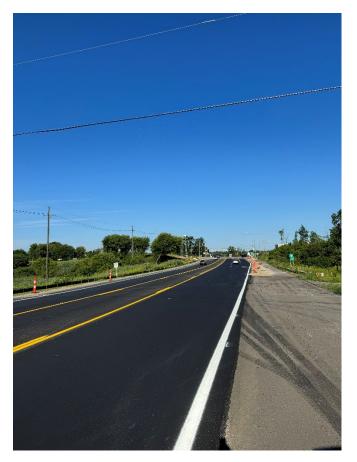
After - Completion of 13 Mile Road paving at Walled Lake Early Childhood Learning Center



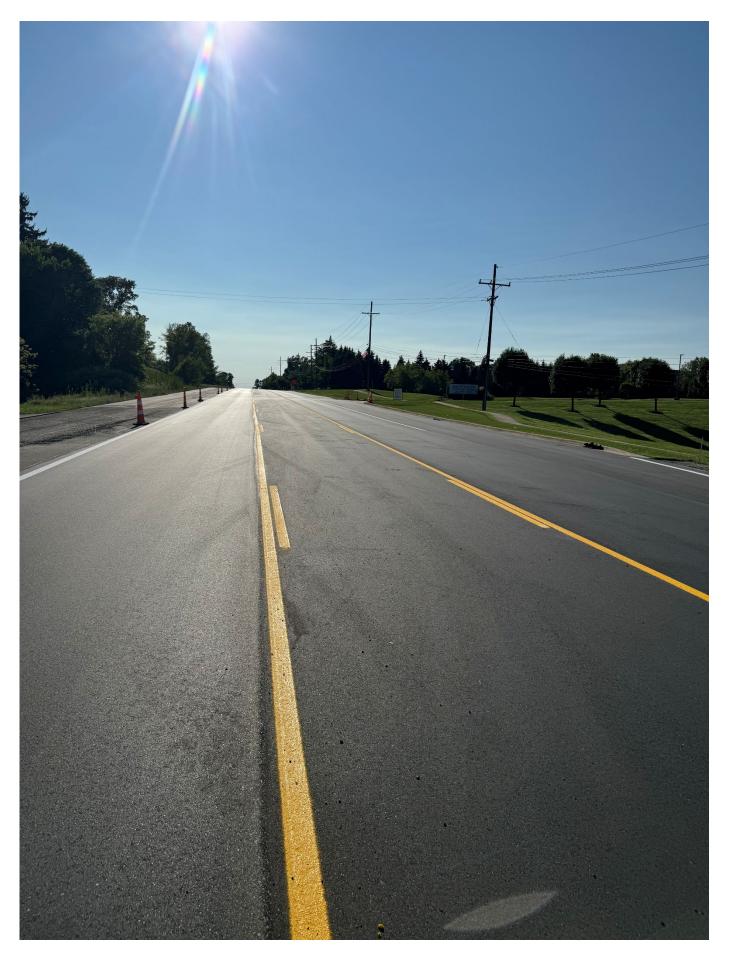
After - Completion of 13 Mile Road paving at Fox Run Village



After - Completion of 13 Mile Road paving at Brightmoor Tabernacle Church entrance



After – Looking towards the intersection of 13 Mile Road and M-5



After – Looking east from Brightmoor Tabernacle Church

ELIZABETH KUDLA SAARELA esaarela@rsjalaw.com

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 www.rsjalaw.com



ROSATI | SCHULTZ JOPPICH | AMTSBUECHLER

March 27, 2025

Aaron Staup, Construction Engineer City of Novi Department of Public Works Field Services Complex 26300 Lee BeGole Drive Novi, MI 48375

Re: 13 Mile Road Rehabilitation – Cadillac Asphalt, LLC - Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the 13 Mile Road Rehabilitation Project:

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

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMTSBUECHLER PC Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure) Ben Croy, City Engineer (w/Enclosure) Megan Mikus, Deputy Director of Public Works (w/Enclosure) Thomas R. Schultz, Esquire (w/Enclosure)

									Sheet 1 of	6						26300 Lee BeG	olo Dr				
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$\langle 1 \rangle$		Balance I	Due This P	990ment –		\$ 25,806.02					97486		1			Fax: (248) 735-					
N		Dalance	Jue 11131	ayment –		\$ 23,000.02					51400		1			7 ax. (240) 7 30 -					
cityof	novi.org																				
		APPLICATION FOR FINAL PAYMENT																			
								F	or fin	NA		ENT									
PROJE		n -		NOVI PRO	JEC.	T NO.:	24-2302						PAYM	ENT NO.:		FINAL					
	Meadowbrook to M-5			CIP NO.:			N/A														
OWNE	R: City of Novi			ENGINEEF	:		AECOM-G	reat	t Lakes				CONT	RACTOR:		Cadillac Asphalt	, LLC				
	45175 W. Ten Mile Road								Drive, Suite	400)					51777 W. 12 Mi					
	Novi, Michigan 48375						Novi, Mich									Wixom, Michigar	n 48393	3			
CONT	RACT AMOUNT			FINAL COL		ETION DATES	(248) 204-	290	0				DATE	S OF ESTI	MATE	(248) 388-7074					
00111						ETION DATED															
ORIGI	NAL: \$927,465.6	67	_	ORIGINAL				/	August 26,	202	4		FROM	:							
	FD- 040.040			REVISED:								•	то.								
REVIS	· · /· ·	//		ACTUAL:									TO:								
	SECTION 1.		1						С	US	T OF COMPLE	IED WORK	CTOD.	AIE							
	DIVISION 1 - Novi Based Items	DIVISION 1 - Novi Based Items CONTRACT ITEMS (Original) CONTRACT ITEMS (Revised) THIS PERIOD TOTAL TO DATE																			
Item	GL# 202-449.20-976.219																				
No.	Description of Item	Unit	Quantity	Cost/Unit		Total Amt	Quantity	•	Cost/Unit		Total Amt	Quantity	A	mount	%	Quantity		Amount	%		
0	Crew Days - Division 1 - Novi Crew Days - Division 2 - GLWA	CD CD	44.00 22.00	\$ 800 \$ 800	_	\$ 35,200.00 \$ 17,600.00	20.00 7.50	\$	800.00		16,000.00 6,000.00					20.00	\$ \$	16,000.00 6,000.00	100% 100%		
0	Crew Days - Division 2 - GLVVA	CD	0.00	\$ 800		\$ 17,600.00	0.00	ð	800.00		6,000.00				_	0.00	2	6,000.00	100%		
0	Crew Days - Division 4	CD	0.00	\$ 800			0.00	\$	800.00		-					0.00					
0	Crew Days - Division 5	CD	0.00	\$ 800	_		0.00	\$	800.00	\$	-					0.00					
	TOTAL CREW DAYS		66.00	\$ 800	00	\$ 52,800.00	27.50	\$	800.00	\$	22,000.00	0.00				27.50	\$	22,000.00	100%		
100	Mobilization, Max 10%	LS	1.00	\$ 50,000	00	\$ 50,000.00	1.00	\$	50,000.00	\$	50,000.00					1.00	\$	50,000.00	100%		
101	Pre-Construction Audio/Visual	LS	1.00	\$ 550		\$ 550.00	1.00	\$	550.00	\$	550.00					1.00	\$	550.00	100%		
102	Erosion Control, Silt Fence	LF	700.00		00	\$ 2,800.00	700.00	\$	4.00	-	2,800.00					700.00	\$	2,800.00	100%		
103	Erosion Control, Inlet Protection	EA	6.00	\$ 250		\$ 1,500.00	6.00	\$	250.00	\$ \$	1,500.00					6.00	\$ \$	1,500.00	100%		
104 105	Sidewalk, Remove HMA Surface, Remove	SY SY	27.00 8729.00	\$ 16 \$ 3		\$ 432.00 \$ 30,115.05	17.90 8541.90	\$ \$	16.00 3.45	Ψ	286.40 29,469.56					17.90 8541.90	\$ \$	286.40 29,469.56	100% 100%		
105	Cold Milling, HMA Surface	SY	3731.00			\$ 9,327.50	1083.15	پ \$	2.50	ф \$	2,707.88					1083.15	\$ \$	2,707.88	100%		
100	Curb and Gutter, Remove	LF	105.00	\$ 37		\$ 3,885.00	145.70	\$	37.00	\$	5,390.90	4.00	\$	148.00	3%	145.70	\$	5,390.90	100%		
108	Excavation, Earth	CY	27.00			\$ 1,485.00	27.45	\$	55.00	\$	1,509.75		*			27.45	\$	1,509.75	100%		
109	Agg Base, 21AA Limestone, 4-inch	SY	202.00	\$ 14	00	\$ 2,828.00	247.70	\$	14.00	\$	3,467.80					247.70	\$	3,467.80	100%		
110	Agg Base, Conditioning	SY	8754.00	\$ 2	50	\$ 21,885.00	8352.40	\$	2.50	\$	20,881.00					8352.40	\$	20,881.00	100%		
111	Subgrade Undercut, Special 1 x 3	CY	300.00	\$ 75	60	\$ 22,680.00	62.40	\$	75.60	\$	4,717.44					62.40	\$	4,717.44	100%		
112	HMA, 3EML	TON	1468.00	\$ 113	_	\$ 166,016.12	1577.51	\$	113.09		178,400.61					1577.51	\$	178,400.61	100%		
113	HMA, 4EML	TON	1199.00	\$ 126	_	\$ 151,541.61	1189.13	\$	126.39	\$	150,294.14					1189.13	\$	150,294.14	100%		
114	HMA, 5EML	TON	800.00	\$ 132 \$ 375	_	\$ 106,368.00	734.27	\$ \$	132.96		97,628.54					734.27	\$ \$	97,628.54	100%		
115 116	HMA Approach Curb and Gutter, Conc	TON LF	41.00 155.00	\$ 375 \$ 36		\$ 15,375.00 \$ 5,580.00	42.96 242.70	\$ \$	375.00 36.00	\$	16,110.00 8,737.20	4.00	\$	144.00	2%	42.96 242.70	\$ \$	16,110.00 8,737.20	100% 100%		
110	Curb and Gutter, Conc Curb Ramp, Conc, 6-inch	SF	249.00	1	50	\$ 2,614.50	698.50	Դ Տ	10.50	Ŷ	7,334.25	4.00	Þ	144.00	2%	698.50	ծ Տ	7,334.25	100%		
118	Detectable Warning Surface	LF	8.00		00	\$ <u>2,814.30</u> \$ 504.00	5.00	φ \$	63.00		315.00					5.00	\$ \$	315.00	100%		
119	Dr Structure Cover, Adj, Case 1	EA	6.00	\$ 655		\$ 3,930.00	4.00	\$	655.00	\$	2,620.00					4.00	\$	2,620.00	100%		
120	Dr Structure Cover, Adj, Case 2	EA	2.00	\$ 1,475	_	\$ 2,950.00	0.00	\$	1,475.00	\$	-					0.00					
121	Reconstruct Drainage Structure	VF	3.00	\$ 200	00	\$ 600.00	0.60	\$	200.00	\$	120.00					0.60	\$	120.00	100%		
122	Point Up Drainage Structure	EA	6.00	\$ 175		\$ 1,050.00	6.00	\$	175.00	\$	1,050.00					6.00	\$	1,050.00	100%		
123	DPS Structure Cover, Adj, Case 2	EA	2.00	\$ 1,475	00	\$ 2,950.00	1.00	\$	1,475.00	\$	1,475.00					1.00	\$	1,475.00	100%		
	TOTAL THIS SHEET					\$ 606,966.78				\$	587,365.46		\$	292.00			\$	587,365.46	100%		



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

APPLICATION FOR FINAL PAYMENT PROJECT: 13 Mile Road Rehabilitation -Meadowbrook to M-5 NOVI PROJECT NO.: 24-2302 PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO																			
	SECTION 1.		1							C	USI	OF COMPLE	IED WORK	TODATE		1			
	DIVISION 1 - Novi Based Items, Cont	inued		CON	TRACT ITEMS	(Origi	inal)		со	NTRACT ITEMS	(Revis	ed)		THIS PERIOD			TOTAL	TO DATE	
Item	GL# 202-449.20-976.219																		
No.	Description of Item	Unit	Quantity	-	Cost/Unit		Total Amt	Quantity		Cost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	%
124	Shoulder, Cl II, 4-inch	SY	30.00	\$	23.00	-	690.00	30.00	\$			690.00				30.00	\$	690.00	100%
125	Guardrail Height, Adj.	LF	327.00	\$	16.00	\$	5,232.00	330.00	\$		\$	5,280.00				330.00	\$	5,280.00	100%
126	Non-Frwy Shld Corrugations, Milled	LF	605.00	\$	5.00	\$	3,025.00	605.00	\$		\$	3,025.00				605.00	\$	3,025.00	100%
127	Permanent Pavement Markings	LS	1.00	\$	6,422.50	\$	6,422.50	1.00	\$		\$	6,422.50				1.00	\$	6,422.50	100%
128	Maintaining Traffic	LS	1.00	\$	20,000.00	\$	20,000.00	1.00	\$		\$	20,000.00				1.00	\$	20,000.00	100%
129	Surface Restoration	LS	1.00	\$	11,900.00	\$	11,900.00	1.00	\$	11,900.00	\$	11,900.00				1.00	\$	11,900.00	100%
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	TOTAL FROM THIS SHEET					\$	47,269.50				\$	47,317.50		\$-			\$	47,317.50	
	TOTAL FROM OTHER SHEET					\$	606,966.78				\$	587,365.46		\$ 292.0			\$	587,365.46]
	SUBTOTAL					\$	654,236.28				\$	634,682.96		\$ 292.0	0		\$	634,682.96	100%



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

FINAL

APPLICATION FOR FINAL PAYMENT

PROJECT: 13 Mile Road Rehabilitation -Meadowbrook to M-5

SECTION 1.

NOVI PROJECT NO.: CIP NO.:

D.: 24-2302 N/A PAYMENT NO .:

COST OF COMPLETED WORK TO DATE

Item	<u>DIVISION 2 - GLWA Based items</u> <u>GL# 202-449.20-976.219</u>	<u>5</u>		CONT	IRACT ITEMS	(Origir	nal)		CON	TRACT ITEMS	(Revi	sed)		THIS	PERIOD		TOTAL TO DATE			
No.	Description of Item	Unit	Quantity		Cost/Unit	1	Total Amt	Quantity		Cost/Unit		Total Amt	Quantity	/	Amount	%	Quantity		Amount	%
200	Mobilization, Max 10%	LS	1.00	\$	50,000.00	\$	50,000.00	1.00	\$	50,000.00	\$	50,000.00					1.00	\$	50,000.00	100%
201	Pre-Construction Audio/Visual	LS	1.00	\$	550.00	\$	550.00	1.00	\$	550.00	\$	550.00					1.00	\$	550.00	100%
202	Erosion Control, Silt Fence	LF	1300.00	\$	4.00	\$	5,200.00	654.00	\$	4.00	\$	2,616.00					654.00	\$	2,616.00	100%
203	Erosion Control, Inlet Protection	EA	5.00	\$	250.00	\$	1,250.00	4.00	\$	250.00	\$	1,000.00					4.00	\$	1,000.00	100%
204	Sidewalk, Remove	SY	18.00	\$	16.00	\$	288.00	25.30	\$	16.00	\$	404.80					25.30	\$	404.80	100%
205	HMA Surface, Remove	SY	743.00	\$	3.45	\$	2,563.35	715.02	\$	3.45	\$	2,466.82					715.02	\$	2,466.82	100%
206	Cold Milling, HMA Surface	SY	2170.00	\$	2.50	\$	5,425.00	4049.05	\$	2.50	\$	10,122.63					4049.05	\$	10,122.63	100%
207	Curb and Gutter, Remove	LF	25.00	\$	37.00	\$	925.00	16.00	\$	37.00	\$	592.00	2.00	\$	74.00	13%	16.00	\$	592.00	100%
208	Pavement, Remove	SY	28.00	\$	20.00	\$	560.00	0.00	\$	20.00	\$	-					0.00	\$	-	
209	Agg Base, 21AA Limestone, 4-inch	SY	45.00	\$	14.00	\$	630.00	0.00	\$	14.00	\$	-					0.00	\$	-	
210	Agg Base, Conditioning	SY	743.00	\$	2.50	\$	1,857.50	714.52	\$	2.50	\$	1,786.30					714.52	\$	1,786.30	100%
211	HMA, 4EML	TON	120.00	\$	126.39	\$	15,166.80	114.48	\$	126.39	\$	14,469.13					114.48	\$	14,469.13	100%
212	HMA, 5EML	TON	894.00	\$	132.96	\$	118,866.24	1065.77	\$	132.96	\$	141,704.78					1065.77	\$	141,704.78	100%
213	HMA Approach	TON	54.00	\$	375.00	\$	20,250.00	69.87	\$	375.00	\$	26,201.25					69.87	\$	26,201.25	100%
214	Curb and Gutter, Conc	LF	25.00	\$	36.00	\$	900.00	16.00	\$	36.00	\$	576.00					16.00	\$	576.00	100%
215	Dr Structure Cover, Adj, Case 1	EA	1.00	\$	655.00	\$	655.00	0.00	\$	655.00	\$	-					0.00	\$	-	
216	Point Up Drainage Structure	EA	1.00	\$	175.00	\$	175.00	0.00	\$	175.00	\$	-					0.00	\$	-	
217	DPS Structure Cover, Adj, Case 1	EA	3.00	\$	775.00	\$	2,325.00	1.00	\$	775.00	\$	775.00					1.00	\$	775.00	100%
218	Shoulder, Cl II, 2-inch	SY	366.00	\$	20.00	\$	7,320.00	469.30	\$	20.00	\$	9,386.00					469.30	\$	9,386.00	100%
219	Permanent Pavement Markings	LS	1.00	\$	6,422.50	\$	6,422.50	1.00	\$	6,422.50	\$	6,422.50					1.00	\$	6,422.50	100%
220	Maintaining Traffic	LS	1.00	\$	20,000.00	\$	20,000.00	1.00	\$	20,000.00	\$	20,000.00					1.00	\$	20,000.00	100%
221	Surface Restoration	LS	1.00	\$	11,900.00	\$	11,900.00	1.00	\$	11,900.00	\$	11,900.00					1.00	\$	11,900.00	100%
	TOTAL FROM THIS SHEET					\$	273,229.39				\$	300,973.20		\$	74.00			\$	300,973.20	
	TOTAL FROM OTHER SHEETS					\$	654,236.28				\$	634,682.96		\$	292.00			\$	634,682.96	
	SUBTOTAL					\$	927,465.67				\$	935,656.16		\$	366.00			\$	935,656.16	100%



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

FINAL

APPLICATION FOR FINAL PAYMENT

PROJECT: 13 Mile Road Rehabilitation -Meadowbrook to M-5 NOVI PROJECT NO.: CIP NO.:

24-2302 N/A PAYMENT NO .:

NEW CONTRACT ITEMS

	SECTION 1.				COST OF COMPLETED WORK TO DATE												
Item						NEW C	CONTRACT	ITEMS		THIS	S PERIOD		TOTAL TO DATE				
No.	Description of Item	Unit	Division	GL#	Quantity	Cos	st/Unit	Total Amt	Quantity		Amount	%	Quantity		Amount	%	
222	HMA Surface, Rem (adj)	SY	1	202-449.20-976.219	8541.90	\$	0.45	\$ 3,843.86					8541.90	\$	3,843.86	100%	
223	HMA Surface, Rem_GLWA (adj)	SY	2	202-449.20-976.219	715.02	\$	0.45	\$ 321.76					715.02	\$	321.76	100%	
224	Pavt Mrkg_Wtrbrn_Second App_Novi	LS	1	202-449.20-976.219	1.00	\$	72.50	\$ 72.50					1.00	\$	72.50	100%	
225	Pavt Mrkg_Wtrbrn_Second App_GLWA	LS	2	202-449.20-976.219	1.00	\$	72.50	\$ 72.50					1.00	\$	72.50	100%	
226	Drainage Structure Cover, Type K	EA	1	202-449.20-976.219	2.00	\$	975.00	\$ 1,950.00	2.00	\$	1,950.00	100%	2.00	\$	1,950.00	100%	
			0	0	0.00	\$	-	\$-					0.00	\$	-		
			0	0	0.00	\$	-	\$-					0.00	\$	-		
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			0	0	0.00	\$	-	\$-					0.00	\$	-		
	TOTAL FROM THIS SHEET							\$ 6,260.61		\$	1,950.00			\$	6,260.61		
	TOTAL FROM OTHER SHEETS			\$ 927,465.67				\$ 935,656.16		\$	366.00			\$	935,656.16		
	GRAND TOTAL			\$ 927,465.67				\$ 941,916.77		\$	2,316.00			\$	941,916.77	100%	

Sheet 5 of 6



CITY OF NOVI

PURCHASE ORDER NO. 97486 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

	Section 2.						
					FINAL PAYMEN		
PROJECT:	13 Mile Road Rehabilitation - Meadowbrook to M-5	NOVI PRO. CIP NO.:	IECT NO.:	24-2302 N/A		PAYMENT	NO.: FIN
Original Cont	ract Amount:	\$	927,465.67		CHANGE C	RDERS	
Change Order	rs:	\$	14,451.10	<u>No.</u> 1	<u>Date</u> July 31, 2024	\$	<u>mount</u> (261.12)
Adjusted Con	tract Amount to Date:	\$	941,916.77	3	August 15, 2024 September 11, 2024	\$ \$	15,057.22 (2,661.00)
Total Cost of	Work Performed to Date:	\$	941,916.77	4 5	January 10, 2025	\$	2,316.00
MINUS Retain MINUS Inspec	age: ction "Crew Days": To Date This Pay	0% \$ 27.50 \$ 0.00	-	6 7 8			
Net Amt. Earned	d of Contract and Extra Work to Date:	\$	941,916.77	9 10			
MINUS L.D.'s:	# of days over = \$ amount/day = \$800	\$	-				
Subtotal:		\$	941,916.77				
ADD Incentive	e "Crew Days", if under:	\$	-		тот	AL: \$	14,451.10
Subtotal:		\$	941,916.77				
	nt of Previous Payments: 1 \$ 70,124.40 2 \$ 382,504.84	\$	916,110.75				
	3 \$ 406,321.94				Inspection "Crew Days" All		66.00
	4 \$ 57,159.57				Additional "Crew Days" pe		-38.50
	5\$-				Total Inspection "Crew Day		27.50
	6 \$ -				Inspection "Crew Days" Us		27.50
	7\$- 8\$-				Inspection "Crew Days" Re	emaining:	0.00
	85 - 95 -						
	95 - 0\$ -						
	DUE THIS PAYMENT:	\$	25,806.02	7			

CITY OF NOVI

CITY OF NOVI

Sheet 6 of 6

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 13 Mile Road Rehabilitation -Meadowbrook to M-5 NOVI PROJECT NO.: CIP NO.: 24-2302 N/A 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 leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); 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.

Cadillac Asphalt, LLC CONTRACTOR - Electronic Signature Certification Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer Electronic Signature Certification

AECOM-Great Lakes CONSULTANT - 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.

CITY OF
AND
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NOVI
cityofnovi org

WORK CHANGE DIRECTIVE & CHANGE ORDER No. 4

•		

cityofnovi.org				ORDER NO. 486	1		Novi No.: CIP No.:	
Project:	13 Mile I	Road Rehabilitation - Meadowbi	rook to M-5					
Owner: Contractor: Drafted Date: Reasoning:	Novi, Mid (248) 73 Cadillac 51777 W Wixom, I (248) 38	ee BeGole Dr. chigan 48375 5-5632 Asphalt, LLC /. 12 Mile Road Michigan 48393]]]	Time and chango balancing indivio Prime Contracto	es in the Contract Pri dual Contract line iter r, Owner, and Engine	e, Suite 400 377 res in the Work, ca ice by adding, dec ms through a sign ser.	ed authorization of the	h basin castings.
			FXIST		TITEMS			
14 c 14	Divisio	Here Described				Questitu	Contrac	
<u>Item No.</u> 0 0 0 0	Division 1 2 3 4	Item Description "Crew Days" - Novi Based Item "Crew Days" - GLWA Based Item "Crew Days" -	S	Unit CD CD CD CD CD	Unit Price \$800.00 \$800.00 \$800.00 \$800.00	<u>Quantity</u>		
0 107 116	5 1 1	"Crew Days" - Curb and Gutter, Remove Curb and Gutter, Conc		CD LF LF	\$800.00 \$37.00 \$36.00	4 4	\$148.00 \$144.00	
		Curb and Gutter, Remove Curb and Gutter, Remove Image: Curb and Gutter, Rem						
				Page 1 of 2		Subtotals Total	\$366.00	\$0.00 \$366.00

		NEV	W CONTRACT I	TEMO			
	Τ					Contrac	at Price
Item No.	Division 1	Item Description	Unit EA	Unit Price	Quantity 2	<u>Add</u> \$1,950.00	Deduct
226		Drainage Structure Cover, Type K		\$975.00	<u> </u>	φ1,950.00	
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I			·	·;	Subtotals	\$1,950.00	\$0.00
				,	Total		\$1,950.00
Increase/Decr	in Cr	** *- ***				_ 	
Original Contr	ease in ou	ntract Price				 	\$2,316.00 \$927,465.67
Sum of Previo	us Approv	nt ed Change Orders nt				<u> </u>	\$12,135.10
Revised Contr	act Amour	ıt.					\$941,916.77
THE	CHANGE	S ADDRESSED BY THIS CHANGE ORDER HEREE	AD.IUSTS TH		E RY.	·,	I
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А	conted By:						
· · · · · · · · ·	;0epica _ ,		Cr	adillac Asphalt, LLC			
ы	repared By:		A	ECOM-Great Lakes			
			•	COM-Great Lanco			
Re	viewed By:						
Re	eviewed By:		Aaron J. St	taup, Construction Engine	ser	<u> </u>	
R	eviewed By:		Aaron J. St	aup, Construction Engin	ieer		
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			Aaron J. St.				
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■AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond No.: CA 4897877

PROJECT: (Name and address) Industrial Roads Rehabilitation	ARCHITECT'S PROJECT NUMBER:	OWNER: 🖂
	CONTRACT FOR: Construction	ARCHITECT: 🛛
		CONTRACTOR:
		SURETY:
TO OWNER: (Name and address)	CONTRACT DATED:	OTHER: 🛛

TO OWNER: (Name and address) **City of Novi** 26300 Lee BeGole Drive Novi. MI 48375

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 on bond of (Insert name and address of Contractor)

Cadillac Asphalt, LLC 39255 Country Club Drive, Suite B-20

Farmington Hills, MI 48331

, 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 26300 Lee BeGole Drive Novi, MI 48375

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 14 February 2025 (Insert in writing the month followed by the numeric date and year.)

gut

, SURETY,

, OWNER,

Great American Insurance Company (Surety) (Signature of anthorized representative) Nicholas Ashburn, Attorney-in-Fact

(Printed name and title)

AIA Document G707 - 1994. Copyright © 1982 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treatles. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

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

KNOWALL 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.

NameAddressLimit of PowerNicholas AshburnAnne M. BarickAll ofALLPaul M. HurleyMichael D. LechnerRochester Hills, Michigan\$100,000,000Holly NicholsJason Rogers

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 21st day of June , 2024 Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

Divisional Senior Vice President MARK VICARIO (877-377-2405)

On this 21st day of June , 2024 , before me personally appeared MARK VICARIO, 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.



Robert D. Heuer

SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susar a Kohoust

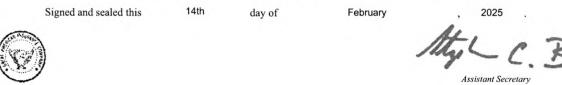
This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal 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.



RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. CA 4897877

IN FAVOR OF City of Novi

ON BEHALF OF Cadillac Asphalt, LLC

EFFECTIVE April 17, 2023

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, Great American Insurance Company

hereby gives its consent to:

The penal sum of the above referenced bond is hereby increased from \$2,319,709.18 to \$2,923,579.12.

EFFECTIVE: 5th day of March, 2025

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 5th day of March, 2025

Great American Insurance Company Surety Nicholas Ashburn, Attorney-in-Fact

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

Seven this power of attorney is not more than

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.

Address Limit of Power Name Nicholas Ashburn Anne M. Barick All of ALL Paul M. Hurley Michael D. Lechner Rochester Hills, Michigan \$100,000,000 Holly Nichols

21st

Robert D. Heuer

Attest

Jason Rogers

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 day of

GREAT AMERICAN INSURANCE COMPAN Divisional Senior Vice President

June

No. 0 20903

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

officers and its corporate seal hereunto affixed this

MARK VICARIO (877-377-2405)

On this 21st day of June 2024 , before me personally appeared MARK VICARIO, 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 Comm. Expires May 18, 2025

Susan a Kohoust

2024

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 Divisonal 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 surelyship, 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

day of

5th

March

Assistant Secretary



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF Oakland

The undersigned, being duly sworn, on oath deposes and says that she is the

Project Manager	of	Cadillac Asphalt, LLC	1
(Title)		(Firm Name)	

the contractor employed by the City of Novi to furnish labor and materials for the

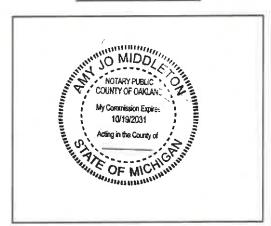
	City of Novi - Industrial Roads Rehabilitation	
	(Description of Improvement)	
located at:	Various roadways within the City of Novi, MI	

The total amount of the contract is \$2,923,579.14 of which I have received payment of \$2,848,231.53 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with reqpect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this25 day of	March	, 2025	
Name: Cadilla	ac Asphalt LLC		_
(individual/c	orporation/partnership)		
By: Clash Bin	Attest:		
Cherilyn Banas		ect Manager	
Subscribed and sworn to before me this	25 day of	March	. 2025
Notary Public:	day of	March	_, 2020
Amy Jo Michelm - Oakland	County - Exp 10/19/31		

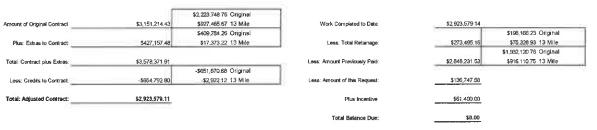




Name of Subcontractor Firm, Supplier, or Laborer	Type of Labor & Material Furnished	Original Amount of Contract	Change Orders (+) or (-)	Adjusted Contract Amount	Previously Paid to Date	Amount of Current Request	Retainage to Date	Balance Due
Finishin Touch Photo & Video	Construction Video Covera e	\$ 3,200.00	\$1,100.00	\$4,300.00	\$4,300.00		\$0.00	\$0.
Fort Waine Contractini, Inc.	Structure Cover	\$ 81,015.00	\$48 532.68	\$129 547.68	\$129 547.68		\$0.00	\$0.
SM & Sons, Inc	Concrete	\$ 441,953.00	-\$247 114.72	\$194 838.28	\$194,838.28		\$0.00	\$0
P.K. Contracting Inc.	Pavement Markin s	5 10,408.00	\$14,515.00	\$24,923.00	\$24.923.00		\$0.00	\$0.
load Fabrics, Inc.	Geos nthetic Pavin Fabric	144_49.57	-\$5,670.09	\$138,579.48	\$138,579.48		\$0.00	\$0
ihaw Contractin Co.	Cold Millin	53 902.40	\$20,921.16	\$74,823.56	\$74.823 56		\$0.00	\$0
rin line Excavatin LLC	Removals. Earthwork	465 103.00	\$50,128 34	\$515,231.34	\$515,231 34		\$0.00	\$0
ite Solutions Inc	Surface Restoration	22,500.00	\$23,800.00	\$46,300.00	\$46,300.00		\$0.00	\$0.
				\$0.00			\$0.00	
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				\$0.00			\$0.00	
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				\$0.00			\$0.00	
		-		\$0.00			\$0.00	
				\$0.00			\$0.00	
TOTALS	New York Control of the	\$1,222,330.97	-\$93,787.63	\$1,128,543.34	\$1,128,543.34	\$0.00		\$0.0

SCHEDULE B - CONTRACTORS SWORN STATEMENT

RECAPITULATION



FULL UNCONDITIONAL WAIVER

23160 Cadillac #513137

MY/OUR CONTRACT WITH Cadillac Asphalt, LLC (Clarkston)

(OTHER CONTRACTING PARTY)

TO PROVIDE AUDIO VISUAL DOCUMENTATION

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Industrial Roads Rehab.

City of Novi, Oakland County

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION

LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

FINISHING TOUCH PHOTO & VIDEO

Cynthia Hurley Digitally signed by Cynthia Hurley Date: 2023.12.16 11:44:15 -05'00'

SIGNED ON: 12/16/2023

(SIGNATURE OF LIEN CLAIMANT)

NAME: C. Hurley

TITLE: Officer

ADDRESS: 25095 25 Mile Road Chesterfield, MI 48051

TELEPHONE NO.: 586.749.3340

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

,

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:	02/13/2025	Firm Name: Fort Wayne Contracting, Inc.
5410.		By: Christopher Honore Christopher R. Honore Christopher R. Honore
		Title: President

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Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor:	GM & Sons Inc
	46900 W Road
	Novi, MJ 48377

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.

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Date:	1-8-25	Firm Name:GM & Sons, Inc.	
		By: ThGod	
		Title: Hugo Gallegos, President	

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Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: PK Contracting Inc 1965 Barrett Troy, MI 48084

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.

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Date: 2.13.25	FirmName: 11 10	P.K. Contracting 1965 Barrett Dr.
	By:	Troy, MI 48084 Kimberiy A. Tomatti
	Title:	Agent

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Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: RMD Holdings Ltd PO Box 458 Richmond, MI 48062-0458

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Date:	1/8/25	Firm Name: Nationwide Construction Group	_
		By:	_
		Title:	

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Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

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Subcontractor: Road Fabrics Inc PO Box 87380 Carol Stream, IL 60183-7380

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By: <u>Mander</u> W Title: <u>Pasidus</u>	cs. Inc.
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Release and Waiver of Lien Rights For Final and Complete Payment

Project:	513139. Novi Industrial Roads	
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Subcontractor:	Shaw Contracting Co	
	509 Morton St Bay City, MI 48706	

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Date: 🔿

(0)	
Firm Name: Shaw(On trac Budlo.
By: Mitas	amuski
Title: Mana	an
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Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: Site Solutions Inc 4337 E Grand River Ste 234 Howell, MI 48843

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The Undersigned, hereby acknowledges receipt of psyment 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.

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Date:

Firm Name By: Title:

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Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: Springline Excavating LLC 32945 Folsom Rd Farmington Hills, MI 48336

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.

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Date: 1.9.2025

Firm Na By. Title:

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