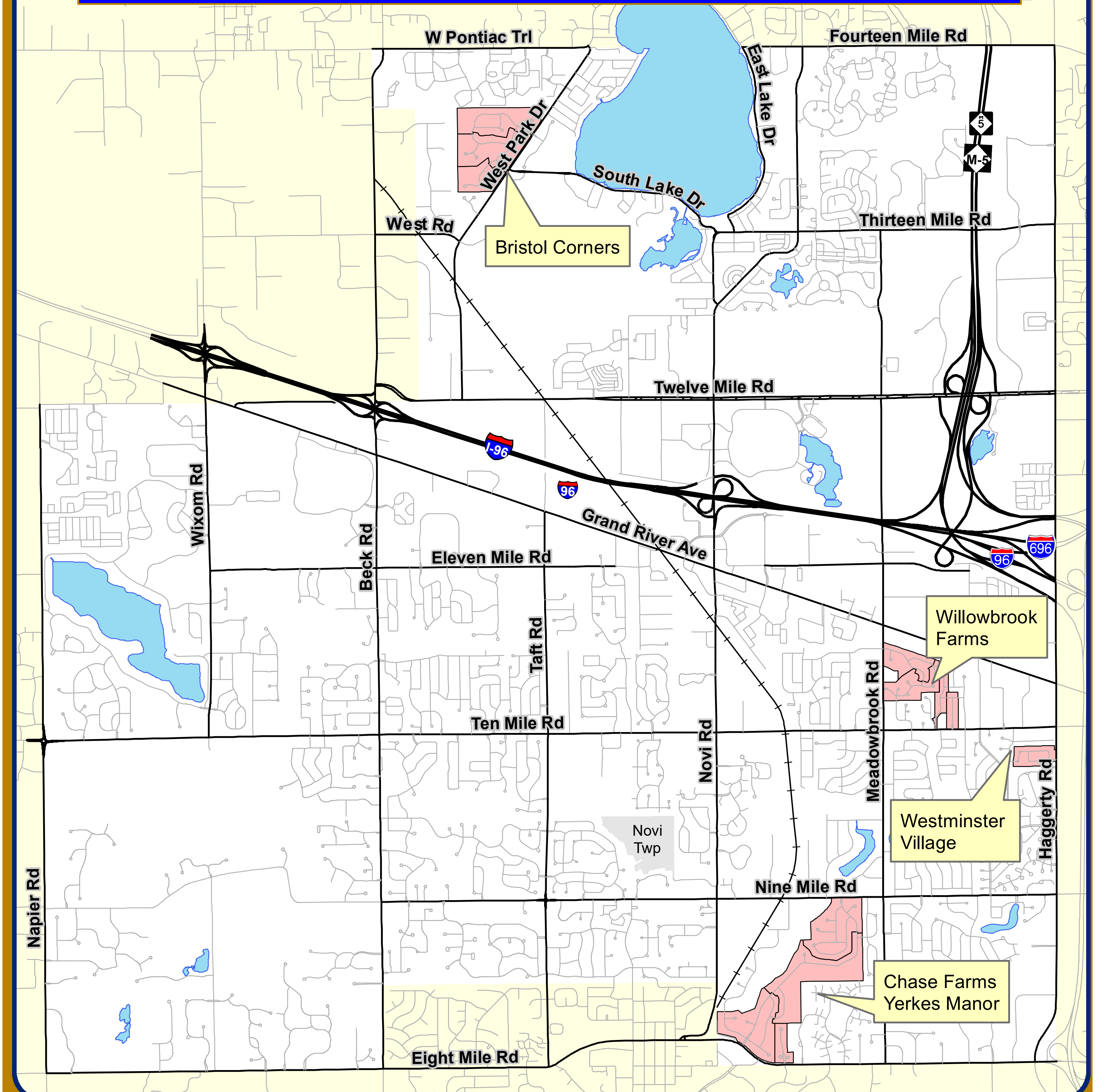
2024 Neighborhood Sidewalk Repair Program



Map Author: Runkel
Date:6-13-24
Project: Sidewalk Program
Version #: 1.0

Legend

Development

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

Feet
0 875 1,750 3,500 5,250
1 inch = 4,300 feet

2024 NEIGHBORHOOD SIDEWALK PROGRAM

Before: 41014 Scarborough Lane

After: 41014 Scarborough Lane

Before/During: 45593 Bristol Circle

After: 45593 Bristol Circle

Before: 45662-45670 South Lake Drive, in Bristol Corners Subdivision

After: 45662-45670 South Lake Drive, in Bristol Corners Subdivision

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

May 26, 2026

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

Re: ***2024 Neighborhood Sidewalk Program – Hartwell Cement Company. - Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the 2024 Neighborhood Sidewalk Program:

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

C: Cortney Hanson, Clerk
Ben Croy, City Engineer
Megan Mikus, Deputy Director of Public Works
Dominic Conti, AECOM
Thomas R. Schultz, Esquire

CITY OF NOVI

Balance Due This Payment = $ 0.00

PURCHASE ORDER NO.
97501

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
PAYMENT NO.: FINAL

OWNER: City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

ENGINEER: AECOM-Great Lakes
39575 Lewis Drive, Suite 400
Novi, Michigan 48377
(248) 204-5900

CONTRACTOR: Hartwell Cement Company
21650 Fern Street
Oak Park, Michigan 48237
(248) 548-5858

CONTRACT AMOUNT
ORIGINAL: $435,037.75
REVISED: $499,818.99

FINAL COMPLETION DATES
ORIGINAL: November 14, 2024
REVISED:
ACTUAL:

DATES OF ESTIMATE
FROM: March 23, 2026
TO: March 24, 2026

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 1 - Base Bid (Chase, Willowbrook, Bristol) GL# 204-446.00-975.023 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
0	Crew Days - Division 1 - Base Bid	CD	21.00	$ 800.00	$ 16,800.00	57.25	$ 800.00	$ 45,800.00				57.25	$ 45,800.00	100%
0	Crew Days - Division 2 - Alt 1 Yerkes	CD	3.00	$ 800.00	$ 2,400.00	5.50	$ 800.00	$ 4,400.00				5.50	$ 4,400.00	100%
0	Crew Days - Division 3 - Alt 2 Westmin	CD	5.00	$ 800.00	$ 4,000.00	5.00	$ 800.00	$ 4,000.00				5.00	$ 4,000.00	100%
0	Crew Days - Division 4	CD	0.00	$ 800.00		0.00	$ 800.00	$ -				0.00		
0	Crew Days - Division 5	CD	0.00	$ 800.00		0.00	$ 800.00	$ -				0.00		
	TOTAL CREW DAYS		**29.00**	**$ 800.00**	**$ 23,200.00**	**67.75**	**$ 800.00**	**$ 54,200.00**	**0.00**			**67.75**	**$ 54,200.00**	**100%**
100	Mobilization (10% Max.)	LS	1.00	$ 35,000.00	$ 35,000.00	1.00	$ 35,000.00	$ 35,000.00				1.00	$ 35,000.00	100%
101	Pre-Construction Audio/Visual	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 5,000.00	$ 5,000.00				1.00	$ 5,000.00	100%
102	Erosion Control, Silt Fence	LF	300.00	$ 5.00	$ 1,500.00	0.00	$ 5.00	$ -				0.00		
103	Erosion Control, Inlet Protection	EA	23.00	$ 100.00	$ 2,300.00	0.00	$ 100.00	$ -				0.00		
104	Sidewalk, Remove, Modified	SY	2625.00	$ 10.00	$ 26,250.00	4315.81	$ 10.00	$ 43,158.10				4315.81	$ 43,158.10	100%
105	Agg Base, 21AA Limestone, 4-inch	SY	2486.00	$ 8.00	$ 19,888.00	10.67	$ 8.00	$ 85.36				10.67	$ 85.36	100%
106	Agg Base, 21AA Limestone, 6-inch	SY	1241.00	$ 12.00	$ 14,892.00	1020.92	$ 12.00	$ 12,251.04				1020.92	$ 12,251.04	100%
107	Sidewalk, Conc, 4-inch	SF	17545.00	$ 7.75	$ 135,973.75	27782.56	$ 7.75	$ 215,314.84				27782.56	$ 215,314.84	100%
108	Sidewalk, Conc, 6-inch	SF	5502.00	$ 8.75	$ 48,142.50	4954.68	$ 8.75	$ 43,353.45				4954.68	$ 43,353.45	100%
109	Curb Ramp, Conc, 6-inch	SF	561.00	$ 25.00	$ 14,025.00	457.60	$ 25.00	$ 11,440.00				457.60	$ 11,440.00	100%
110	Curb Ramp Opening, Conc	LF	110.00	$ 85.00	$ 9,350.00	69.83	$ 85.00	$ 5,935.55				69.83	$ 5,935.55	100%
111	HMA Surface, Remove, Modified	SY	360.00	$ 18.00	$ 6,480.00	0.00	$ 18.00	$ -				0.00		
112	Curb and Gutter, Remove, Modified	LF	110.00	$ 10.00	$ 1,100.00	24.75	$ 10.00	$ 247.50				24.75	$ 247.50	100%
113	Detectable Warning Surface	LF	70.00	$ 50.00	$ 3,500.00	54.50	$ 50.00	$ 2,725.00				54.50	$ 2,725.00	100%
114	Utility Structure Cover, Adj, Case 1	EA	8.00	$ 100.00	$ 800.00	3.00	$ 100.00	$ 300.00				3.00	$ 300.00	100%
115	Tree & Stump, Rem, 6-inch to 18-inch	EA	45.00	$ 285.00	$ 12,825.00	28.00	$ 285.00	$ 7,980.00				28.00	$ 7,980.00	100%
116	Tree & Stump, Rem,19-inch to 36-inch	EA	5.00	$ 875.00	$ 4,375.00	18.00	$ 875.00	$ 15,750.00				18.00	$ 15,750.00	100%
117	Driveway, Nonreinf Conc, 6-inch	SY	360.00	$ 72.00	$ 25,920.00	23.05	$ 72.00	$ 1,659.60				23.05	$ 1,659.60	100%
118	Maintaining Traffic	LS	1.00	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00	$ 7,500.00				1.00	$ 7,500.00	100%
119	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%
	TOTAL THIS SHEET				$ 379,821.25			$ 412,700.44		$ -			$ 412,700.44	100%

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 2 - Alternate Bid No. 1 (Yerkes Manor) GL# 204-446.00-975.023 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
200	Mobilization (10% Max)	LS	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00				1.00	$ 1,000.00	100%
201	Pre-Construction Audio/Visual	LS	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00				1.00	$ 1,000.00	100%
202	Erosion Control, Inlet Protection	EA	3.00	$ 100.00	$ 300.00	0.00	$ 100.00					0.00		
203	Sidewalk, Remove, Modified	SY	83.00	$ 10.00	$ 830.00	229.97	$ 10.00	$ 2,299.70				229.97	$ 2,299.70	100%
204	Agg Base, 21AA Limestone, 4-inch	SY	100.00	$ 8.00	$ 800.00	0.00	$ 8.00					0.00		
205	Sidewalk, Conc, 4-inch	SF	743.00	$ 7.75	$ 5,758.25	1929.45	$ 7.75	$ 14,953.24				1929.45	$ 14,953.24	100%
206	Utility Structure Cover, Adj, Case 1	EA	2.00	$ 100.00	$ 200.00	0.00	$ 100.00					0.00		
207	Maintaining Traffic	LS	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ 500.00				1.00	$ 500.00	100%
208	Surface Restoration	LS	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ 500.00				1.00	$ 500.00	100%
	TOTAL FROM THIS SHEET				$ 10,888.25			$ 20,252.94		$ -			$ 20,252.94	
	TOTAL FROM OTHER SHEET				$ 379,821.25			$ 412,700.44		$ -			$ 412,700.44	
	SUBTOTAL				$ 390,709.50			$ 432,953.38		$ -			$ 432,953.38	100%

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
PAYMENT NO.: FINAL

SECTION 1. **COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 3 - Alternate Bid No. 2 (Westminster Village) GL# 204-446.00-975.023 Description of Item	Unit	CONTRACT ITEMS (Original) Quantity	Cost/Unit	Total Amt	CONTRACT ITEMS (Revised) Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
300	Mobilization (10% Max)	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 5,000.00	$ 5,000.00				1.00	$ 5,000.00	100%
301	Pre-Construction Audio/Visual	LS	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00				1.00	$ 1,000.00	100%
302	Erosion Control, Inlet Protection	EA	4.00	$ 100.00	$ 400.00	0.00	$ 100.00	$ -				0.00	$ -	
303	Sidewalk, Remove, Modified	SY	324.00	$ 10.00	$ 3,240.00	579.64	$ 10.00	$ 5,796.40				579.64	$ 5,796.40	100%
304	Agg Base, 21AA Limestone, 4-inch	SY	372.00	$ 8.00	$ 2,976.00	0.00	$ 8.00	$ -				0.00	$ -	
305	Agg Base, 21AA Limestone, 6-inch	SY	37.00	$ 12.00	$ 444.00	39.26	$ 12.00	$ 471.12				39.26	$ 471.12	100%
306	Sidewalk, Conc, 4-inch	SF	2783.00	$ 7.75	$ 21,568.25	4863.43	$ 7.75	$ 37,691.58				4863.43	$ 37,691.58	100%
307	Sidewalk, Conc, 6-inch	SF	132.00	$ 8.75	$ 1,155.00	353.34	$ 8.75	$ 3,091.73				353.34	$ 3,091.73	100%
308	Utility Structure Cover, Adj, Case 1	EA	2.00	$ 100.00	$ 200.00	0.00	$ 100.00	$ -				0.00	$ -	
309	Tree & Stump Rem, 6-inch to 18-inch	EA	17.00	$ 285.00	$ 4,845.00	13.00	$ 285.00	$ 3,705.00				13.00	$ 3,705.00	100%
310	Maintaining Traffic	LS	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ 1,500.00				1.00	$ 1,500.00	100%
311	Surface Restoration	LS	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00				1.00	$ 2,000.00	100%
	TOTAL FROM THIS SHEET				$ 44,328.25			$ 60,255.83		$ -			$ 60,255.83	
	TOTAL FROM OTHER SHEETS				$ 390,709.50			$ 432,953.38		$ -			$ 432,953.38	
	SUBTOTAL				$ 435,037.75			$ 493,209.21		$ -			$ 493,209.21	100%

CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
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 Quantity	Cost/Unit	Total Amt	THIS PERIOD Quantity	Amount	%	TOTAL TO DATE Quantity	Amount	%
209	Sidewalk, Conc, 6 inch Alt 1	SF	2	204-446.00-975.023	131.25	$ 8.75	$ 1,148.44				131.25	$ 1,148.44	100%
210	Agg Base, 21AA Lmstn, 6 inch Alt 1	SY	2	204-446.00-975.023	14.58	$ 12.00	$ 174.96				14.58	$ 174.96	100%
211	Tree & Stmp Rem, 6 - 18-inch Alt 1	EA	2	204-446.00-975.023	10.00	$ 285.00	$ 2,850.00				10.00	$ 2,850.00	100%
212	21346 Wheaton Ln Irrigation	LS	1	204-446.00-975.023	1.00	$ 1,567.39	$ 1,567.39				1.00	$ 1,567.39	100%
213	20179 Emily Ct Irrigation	LS	2	204-446.00-975.023	1.00	$ 687.00	$ 687.00				1.00	$ 687.00	100%
214	20855 Veranda Dr Irrigation	LS	2	204-446.00-975.023	1.00	$ 182.00	$ 182.00				1.00	$ 182.00	100%
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
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			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
			0	0	0.00	$ -	$ -				0.00	$ -	
	TOTAL FROM THIS SHEET						$ 6,609.79		$ -			$ 6,609.79	
	TOTAL FROM OTHER SHEETS			$ 435,037.75			$ 493,209.21		$ -			$ 493,209.21	
	GRAND TOTAL			**$ 435,037.75**			**$ 499,818.99**		**$ -**			**$ 499,818.99**	**100%**

CITY OF NOVI

PURCHASE ORDER NO.
97501

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2024 Neighborhood Sidewalk Repair Program
NOVI PROJECT NO.: 24-5001
CIP NO.: ENG068
PAYMENT NO.: FINAL

Original Contract Amount:		$	435,037.75
Change Orders:		$	64,781.24
Adjusted Contract Amount to Date:		$	499,818.99
Total Cost of Work Performed to Date:		$	499,818.99
MINUS Retainage:	**5%**	$	24,990.94 *
MINUS Inspection "Crew Days": To Date	**67.75**	$	-
This Pay	**0.00**		
Net Amt. Earned of Contract and Extra Work to Date:		$	474,828.05
MINUS L.D.'s: # of days over =		$	-
$ amount/day =	**$800**		
Subtotal:		$	474,828.05
ADD Incentive "Crew Days", if under:		$	-
Subtotal:		$	474,828.05
MINUS Amount of Previous Payments:		$	474,828.05

1	**$**	**114,830.99**
2	**$**	**218,796.28**
3	**$**	**134,883.69**
4	**$**	**3,750.00**
5	**$**	**2,567.09**
6	**$**	**-**
7	**$**	**-**
8	**$**	**-**
9	**$**	**-**
10	**$**	**-**

BALANCE DUE THIS PAYMENT: **$ 0.00**

*Note, due to remaining unresolved issues, Hartwell Cement and the City of Novi have come to an agreement to waive remaining retainage.

CHANGE ORDERS

No.	Date		Amount
1	October 7, 2024	$	13,874.74
	November 4, 2024	$	48,204.31
3	February 12, 2026	$	2,702.19
4			
5			
6			
7			
8			
9			
10			
	TOTAL:	**$**	**64,781.24**

Inspection "Crew Days" Allowed per Contract:	29.00
Additional "Crew Days" per Change Orders:	38.75
Total Inspection "Crew Days" Allowed:	67.75
Inspection "Crew Days" Used to Date:	67.75
Inspection "Crew Days" Remaining:	0.00

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:	2024 Neighborhood Sidewalk Repair Program	**NOVI PROJECT NO.:**	24-5001	**PAYMENT NO.:**	FINAL
		CIP NO.:	ENG068		

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.

Hartwell Cement Company
CONTRACTOR - Electronic Signature Certification

AECOM-Great Lakes
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
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

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

AIA DOCUMENT G707

PROJECT: 2024 Sidewalk Repair Program
(name, address)

TO (Owner)

City of Novi, Engineering Department
26300 Lee BeGole Drive
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 07/25/2024

CONTRACTOR: Hartwell Cement Company

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 Company)

Cinicinnati Insurance Company 6200 S Gilmore Road Fairfield, Ohio 45014-5141 , SURETY COMPANY,

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

Hartwell Cement Company, 21650 Fern Ave, Oak Park, MI 48237 , 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 , OWNERS,

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 March , 2026 .

Attest:
(Seal):

THE CINCINNATI INSURANCE COMPANY
Surety Company

Signature of Authorized Representative

Title Attorney in Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

William T. St. Charles; Tim J. McDonnell; Leslie Payment; Brian St. Charles Liz Burkhardt and/or Justin Messer

of Wixom, Michigan
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Ten Million and No/100 Dollars ($10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 26th day of March , 2026

BN-1457 (3/21)

THE CINCINNATI INSURANCE COMPANY

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Hartwell Cement Company

as Principal and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation organized under the laws of the State of Ohio, with principal office at Cincinnati, Ohio, as Surety, are held and firmly bound unto

City of Novi

(hereinafter called the Obligee), in the penal sum of

$474,828.05

Dollars, for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 19th day of, May . 2026

WHEREAS, the said Principal has heretofore entered into a written agreement with the Obligee above named for

2024 Sidewalk Repair Program

and,

WHEREAS, the work called for under said contract has now been completed and accepted by the said Obligee;

NOW, THEREFORE,THE CONDITION OF THIS OBLIGATION IS SUCH, That if said Principal shall, for a period Of One year(s) from and after the 19th day of May , indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its Home Office in the City of Cincinnati, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default, and that no claim, suit, or action by reason of any default of the Principal shall be brought here under after the expiration of thirty days from the end of the maintenance period as herein set forth.

(Principal) (Seal)

____

(Title)

THE CINCINNATI INSURANCE COMPANY

By ____________________

Justin Messer

Attorney-in-fact

S-2400 (6/08)

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 (s)he is the

President (Title) of the Hartwell Cement Company (Firm Name),

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

Novi Sidewalk Improvement Project
(Description of Improvement)

located at: Novi, MI

The total amount of the contract is $474,828.05 of which I have received payment of $472,260.96 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 this 30th day of March, 20 26

Name: Hartwell Cement Company a Corporation
(individual/corporation/partnership)

By: Daniel G. O'Malley Digitally signed by Daniel G. O'Malley DN: cn=Daniel G. O'Malley, o, ou, email=hartwellcement@sbcglobal.net, c=US Date: 2026.03.30 10:12:50 -04'00'
Vice President(Title)

Attest: Lindsay O'Malley
Secretary (Title)

Subscribed and sworn to before me this 30th day of March, 20 26

Notary Public: Brian Gould

NOTARY SEAL

Brian Gould
Notary Public State of Michigan
Wayne County
My Commission Expires 9/25/2031
Acting in the County of Oakland

SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Angry Bear	Landscaping	$17,700.00	$17,700.00	$0.00	0.0%	$0.00
Burman's Tree	Tree Service	$43,350.00	$43,350.00	$0.00	0.0%	$0.00
Finishing Touch	Surveying	$12,150.00	$12,150.00	$0.00	0.0%	$0.00
National Ready	Concrete	$108,969.25	$108,969.25	$0.00	0.0%	$0.00
Novi Crushed	Crushed Conc.	$2,306.79	$2,306.79	$0.00	0.0%	$0.00
Peterson Bros	Trucking	$3,459.60	$3,459.60	$0.00	0.0%	$0.00
Spartan Barr	Barricading	$4,444.80	$4,444.80	$0.00	0.0%	$0.00
					#DIV/0!	$0.00
					#DIV/0!	$0.00
TOTALS		**#REF!**	**#REF!**	**#REF!**		**#REF!**

RECAPITULATION

Amount of Original Contract:		Work Completed to Date:	
Plus: Extras to Contract:		Less: Total Retainage:	
Total: Contract plus Extras:	$0.00	Less: Amount Previously Paid:	$0.00
Less: Credits to Contract:		Less: Amount of this Request:	
Total: Adjusted Contract:	**$0.00**	**Total Balance Due:**	**$0.00**

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HARTWELL CEMENT to provide
(Prime Contracting Party)
TREE SERVICES for the improvement of the property
(Type of service)
described as CITY OF NOVI SIDEWALK IMPROVEMENTS
(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 the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $ 17,700.00
2. Amount paid pursuant to previous waivers: $ 17,700.00
3. Amount paid pursuant to this waiver: $ 0
4. Amount remaining unpaid: $ 0

Signed on: 3/30/24 Kirsten Provow
(Signature of Lien Claimant)

Kirsten Provow
(Printed Name of Lien Claimant)

Office Manager
(Title of Lien Claimant)

Company Name: Angry Bear lawn care inc. DBA Ashton Contracting

Address: 30443 Industrial Rd

City/State/Zip Code: livonia MI 48150

Telephone: 734-422-0022

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

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hartwell Cement Co to provide
(Prime Contracting Party)

Tree Removal for the improvement of the property
(Type of service)

described as City of Novi - 2024 Neighborhood Sidewalk
(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 the 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.

STATEMENT

1.	Total invoiced amount (as adjusted to date):	$ 32,360.00
2.	Amount paid pursuant to previous waivers:	$ 32,360.00
3.	Amount paid pursuant to this waiver:	$ 0.00
4.	Amount remaining unpaid:	$ 0.00

Signed on: 4/9/2026

Adam Burman
(Signature of Lien Claimant)

Adam Burman
(Printed Name of Lien Claimant)

Owner
(Title of Lien Claimant)

Company Name: Burman's Tree Services LLC

Address: 17045 Garvey Rd

City/State/Zip Code: Chelsea, MI 48118

Telephone: 734-972-7733

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

cityofnovi.org

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with **Hartwell Cement Co.** (Prime Contracting Party) to provide **Audio-Video Survey** (Type of service) for the improvement of the property described as **2024 Neighborhood Sidewalk Repair Program, city of Novi** (Project Name) having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $ 12.150
2. Amount paid pursuant to previous waivers: $ ______
3. Amount paid pursuant to this waiver: $ 12,150
4. Amount remaining unpaid: $ 0

Signed on: **3/26/26**

Cynthia Stirling Hurley *Digitally signed by Cynthia Stirling Hurley Date: 2026.03.26 11:02:11 -04'00'*
(Signature of Lien Claimant)

Cynthia Stirling Hurley
(Printed Name of Lien Claimant)

President **FTPV 2#4229**
(Title of Lien Claimant)

Company Name: **Finishing Touch Photo & Video**

Address: **25095 25 Mile Rd.**

City/State/Zip Code: **Chesterfield, MI 48051**

Telephone: **586.749.3340**

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

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hartwell Cement Co. to provide
(Prime Contracting Party)
Concrete for the improvement of the property
(Type of service)
described as City of Novi
(Project Name)
having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $108,969.25
2. Amount paid pursuant to previous waivers: $
3. Amount paid pursuant to this waiver: $108,969.25
4. Amount remaining unpaid: $ -0-

Signed on: 3-26-2026 Sue Sedlarik
(Signature of Lien Claimant)

Sue Sedlarik
(Printed Name of Lien Claimant)

Credit manager
(Title of Lien Claimant)

Company Name: National Ready mix

Address: 39000 Ford Road

City/State/Zip Code: Westland, MI 48185

Telephone: (734) 721-4056

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

FULL UNCONDITIONAL WAIVER OF LIEN

cityofnovi.org

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

Crushed Concrete for the improvement of the property
(Type of service)

described as Novi Sidewalks
(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 the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $ 2,306.79
2. Amount paid pursuant to previous waivers: $ 2,306.79
3. Amount paid pursuant to this waiver: $ 0
4. Amount remaining unpaid: $ 0

Signed on: 3/26/26

(Signature of Lien Claimant)

Daniel Copeland
(Printed Name of Lien Claimant)

ACCOUNT MANAGER
(Title of Lien Claimant)

Company Name: Novi Crushed Concrete

Address: 46900 W 12 Mile Rd

City/State/Zip Code: Novi MI. 48377

Telephone: 248-305-6020

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

Gmail

Dan Copeland <dan@novicrushedconcrete.com>

Waiver

1 message

Lindsay O'Malley <lomalley@hartwellcementco.com>
To: "dan@novicrushedconcrete.com" <dan@novicrushedconcrete.com>

Thu, Mar 26, 2026 at 10:56 AM

Hello,

Please sign and return the attached waiver. It is for an older job; Novi Sidewalks in 2024/25. Totaling $2,306.79.

Invoices:

20198 P 348.21
20241 P 499.60
20279 P 201.81
20312 P 139.94
20352 P 187.44
20386 P 590.46
20429 P 206.20
20480 P 133.13

2,306.79

Thank you,

Lindsay O'Malley

HWC – Office Manager

248-548-5858

FULL UNCONDITIONAL WAIVER OF LIEN.PDF
133K

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Hartwell Cement Company to provide
(Prime Contracting Party)
Trucking Services for the improvement of the property
(Type of service)
described as City of Novi Sidewalk Project
(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 the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $ 3,459.60
2. Amount paid pursuant to previous waivers: $ 3,459.60
3. Amount paid pursuant to this waiver: $ 0
4. Amount remaining unpaid: $ 0

Signed on: 03/31/2026

Weston Peterson
(Signature of Lien Claimant)

Weston Peterson
(Printed Name of Lien Claimant)

CEO/OWNER
(Title of Lien Claimant)

Company Name: Peterson Brothers Co.

Address: 9680 Grinnell Ave., Detroit

City/State/Zip Code: Detroit, MI 48213

Telephone: 586-382-1745

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

cityofnovi.org

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with HARTWELL CEMENT to provide
(Prime Contracting Party)
BARRICADING for the improvement of the property
(Type of service)
described as CITY OF NOVI SIDEWALK IMPROVEMENTS
(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 the 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.

STATEMENT

1. Total invoiced amount (as adjusted to date): $ 4,444.80
2. Amount paid pursuant to previous waivers: $ 4,444.80
3. Amount paid pursuant to this waiver: $ 0
4. Amount remaining unpaid: $ 0

Signed on: 03/31/2026

Kenneth McNeilly
(Signature of Lien Claimant)

KENNETH MCNEILLY
(Printed Name of Lien Claimant)

PRESIDENT
(Title of Lien Claimant)

Company Name: SPARTAN BARRICADING & TRAFFI CONTROL INC.

Address: 781 HULL RD.

City/State/Zip Code: MASON, MI 48854

Telephone: 517-244-1500

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