

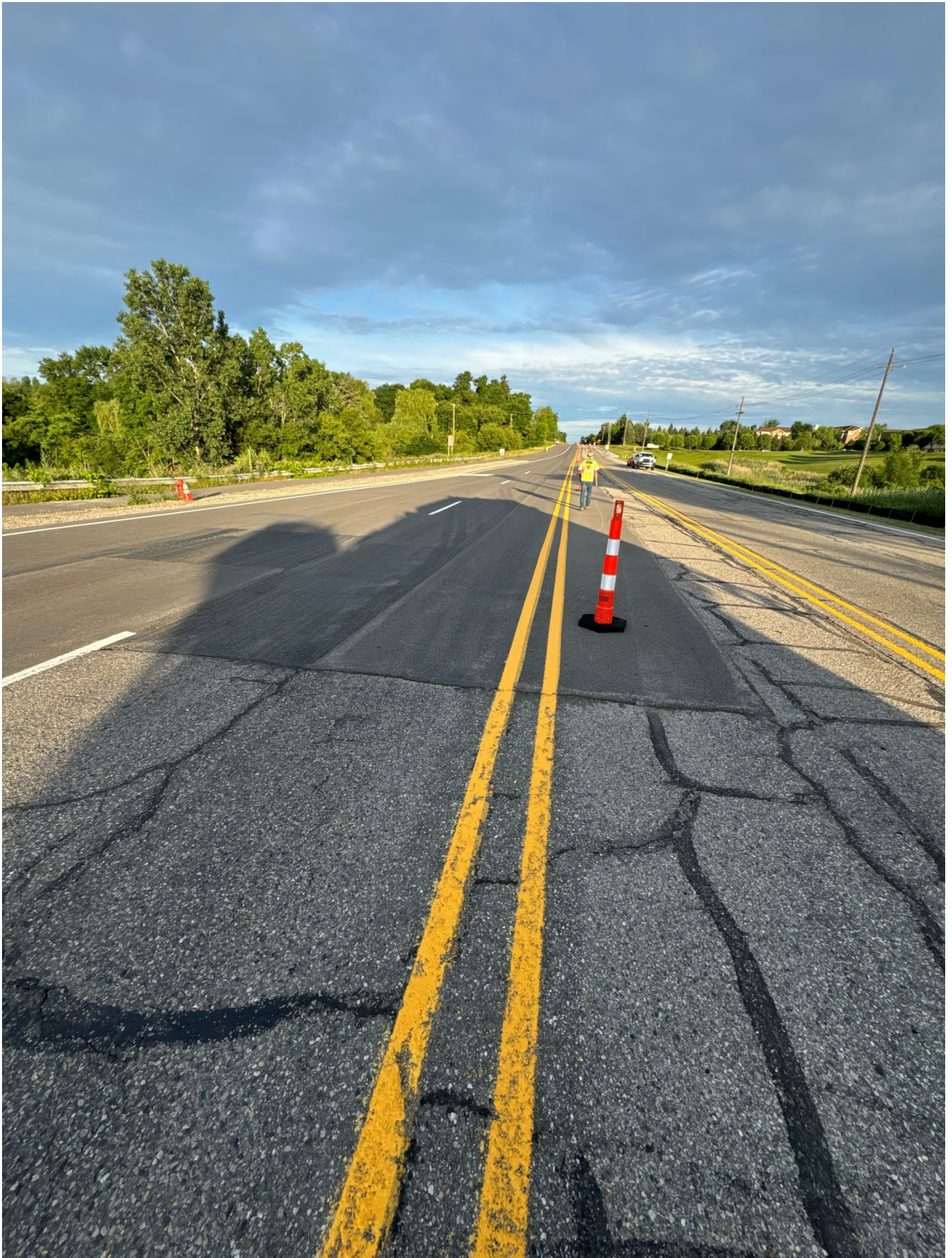
13 MILE ROAD REHABILITATION (MEADOWBROOK TO M-5)



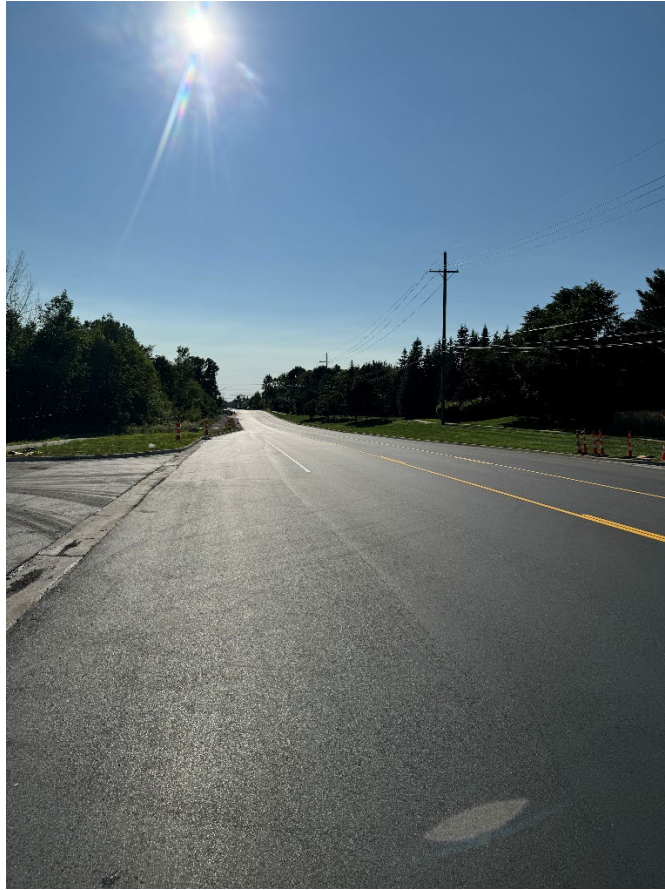
Before – Intersection of 13 Mile Road and M-5



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)



CITY OF NOVI

Sheet 1 of 6

Balance Due This Payment = \$ 25,806.02

PURCHASE ORDER NO.

97486

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
		CIP NO.:	N/A		
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:	Cadillac Asphalt, LLC 51777 W. 12 Mile Road Wixom, Michigan 48393 (248) 388-7074
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$927,465.67	ORIGINAL:	August 26, 2024	FROM:	
REVISED:	\$941,916.77	REVISED:		TO:	
		ACTUAL:			

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - Novi Based Items GL# 202-449.20-976.219 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	Crew Days - Division 1 - Novi	CD	44.00	\$ 800.00	\$ 35,200.00	20.00	\$ 800.00	\$ 16,000.00				20.00	\$ 16,000.00	100%
0	Crew Days - Division 2 - GLWA	CD	22.00	\$ 800.00	\$ 17,600.00	7.50	\$ 800.00	\$ 6,000.00				7.50	\$ 6,000.00	100%
0	Crew Days - Division 3	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
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		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	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%
102	Erosion Control, Silt Fence	LF	700.00	\$ 4.00	\$ 2,800.00	700.00	\$ 4.00	\$ 2,800.00				700.00	\$ 2,800.00	100%
103	Erosion Control, Inlet Protection	EA	6.00	\$ 250.00	\$ 1,500.00	6.00	\$ 250.00	\$ 1,500.00				6.00	\$ 1,500.00	100%
104	Sidewalk, Remove	SY	27.00	\$ 16.00	\$ 432.00	17.90	\$ 16.00	\$ 286.40				17.90	\$ 286.40	100%
105	HMA Surface, Remove	SY	8729.00	\$ 3.45	\$ 30,115.05	8541.90	\$ 3.45	\$ 29,469.56				8541.90	\$ 29,469.56	100%
106	Cold Milling, HMA Surface	SY	3731.00	\$ 2.50	\$ 9,327.50	1083.15	\$ 2.50	\$ 2,707.88				1083.15	\$ 2,707.88	100%
107	Curb and Gutter, Remove	LF	105.00	\$ 37.00	\$ 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	\$ 55.00	\$ 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	\$ 113.09	\$ 166,016.12	1577.51	\$ 113.09	\$ 178,400.61				1577.51	\$ 178,400.61	100%
113	HMA, 4EML	TON	1199.00	\$ 126.39	\$ 151,541.61	1189.13	\$ 126.39	\$ 150,294.14				1189.13	\$ 150,294.14	100%
114	HMA, 5EML	TON	800.00	\$ 132.96	\$ 106,368.00	734.27	\$ 132.96	\$ 97,628.54				734.27	\$ 97,628.54	100%
115	HMA Approach	TON	41.00	\$ 375.00	\$ 15,375.00	42.96	\$ 375.00	\$ 16,110.00				42.96	\$ 16,110.00	100%
116	Curb and Gutter, Conc	LF	155.00	\$ 36.00	\$ 5,580.00	242.70	\$ 36.00	\$ 8,737.20	4.00	\$ 144.00	2%	242.70	\$ 8,737.20	100%
117	Curb Ramp, Conc, 6-inch	SF	249.00	\$ 10.50	\$ 2,614.50	698.50	\$ 10.50	\$ 7,334.25				698.50	\$ 7,334.25	100%
118	Detectable Warning Surface	LF	8.00	\$ 63.00	\$ 504.00	5.00	\$ 63.00	\$ 315.00				5.00	\$ 315.00	100%
119	Dr Structure Cover, Adj, Case 1	EA	6.00	\$ 655.00	\$ 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	\$ 1,475.00	\$ 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	\$ 175.00	\$ 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**

PAYMENT NO.:	FINAL
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[illegible]

APPLICATION FOR FINAL PAYMENT

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

NOVI PROJECT NO.: 24-2302
CIP NO.: N/A

PAYMENT NO.: FINAL

SECTION 1.			COST OF COMPLETED WORK TO DATE											
Item No.	<u>DIVISION 2 - GLWA Based Items</u> <u>GL# 202-449.20-976.219</u>		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	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	\$ 1										



CITY OF NOVI

PURCHASE ORDER NO.

97486

26300 Lee BeGole Dr.

Novi, Michigan 48375

Tel: (248) 347-0454

Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 13 Mile Road Rehabilitation - Meadowbrook to M-5
 NOVI PROJECT NO.: 24-2302
 CIP NO.: N/A
 PAYMENT NO.: FINAL

Original Contract Amount: \$ 927,465.67

CHANGE ORDERS

Change Orders: \$ 14,451.10

Adjusted Contract Amount to Date: \$ 941,916.77

Total Cost of Work Performed to Date: \$ 941,916.77

MINUS Retainage: \$ 0%
 MINUS Inspection "Crew Days": To Date \$ 27.50
 This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 941,916.77

MINUS L.D.'s: # of days over = \$
 \$ amount/day = \$800

Subtotal: \$ 941,916.77

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

Subtotal: \$ 941,916.77

MINUS Amount of Previous Payments: \$ 916,110.75

1 \$ 70,124.40
 2 \$ 382,504.84
 3 \$ 406,321.94
 4 \$ 57,159.57
 5 \$ -
 6 \$ -
 7 \$ -
 8 \$ -
 9 \$ -
 10 \$ -

BALANCE DUE THIS PAYMENT: \$ 25,806.02

No.	Date	Amount
1	July 31, 2024	\$ (261.12)
	August 15, 2024	\$ 15,057.22
3	September 11, 2024	\$ (2,661.00)
4	January 10, 2025	\$ 2,316.00
5		
6		
7		
8		
9		
10		

TOTAL: \$ 14,451.10

Inspection "Crew Days" Allowed per Contract:	66.00
Additional "Crew Days" per Change Orders:	-38.50
Total Inspection "Crew Days" Allowed:	27.50
Inspection "Crew Days" Used to Date:	27.50
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:	13 Mile Road Rehabilitation - Meadowbrook to M-5	NOVI PROJECT NO.:	24-2302	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		

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

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

Cadillac Asphalt, LLC
CONTRACTOR - 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.

NEW CONTRACT ITEMS

[illegible]

Increase/Decrease in Contract Price	\$2,316.00
Original Contract Amount	\$927,465.67
Sum of Previous Approved Change Orders	\$12,135.10
Revised Contract Amount	\$941,916.77

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT TIME BY:

Accepted By: _____
Cadillac Asphalt, LLC

Prepared By: _____
AECOM-Great Lakes

Reviewed By: _____
Aaron J. Staup, Construction Engineer

Approved By: _____
Tracey Marzonie, Purchasing Manager



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: ☒

OTHER: ☒

TO OWNER: *(Name and address)*

CONTRACT DATED:

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

, SURETY,

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

, OWNER,

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.)

Great American Insurance Company

(Surety)

(Signature of authorized representative)

Nicholas Ashburn, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 20903

POWER OF ATTORNEY

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

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

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



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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 Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 14th day of February, 2025



Atty L C. B.

Assistant Secretary

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:

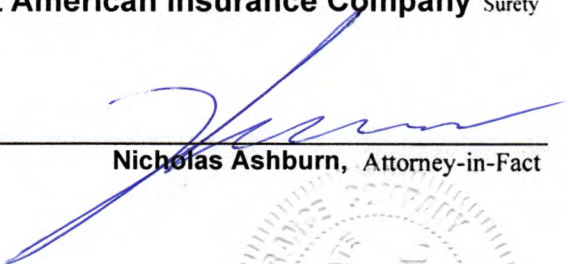
The penal sum of the above referenced bond is hereby increased from \$2,319,709.18 to \$2,923,579.12.

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
this power of attorney is not more than Seven

No. 0 20903

POWER OF ATTORNEY

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

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

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



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 5th day of March, 2025



Atty L C. B.

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
(Title)

of

Cadillac Asphalt, LLC
(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 respect 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 25 day of March, 2025

Name: Cadillac Asphalt LLC
(individual/corporation/partnership)

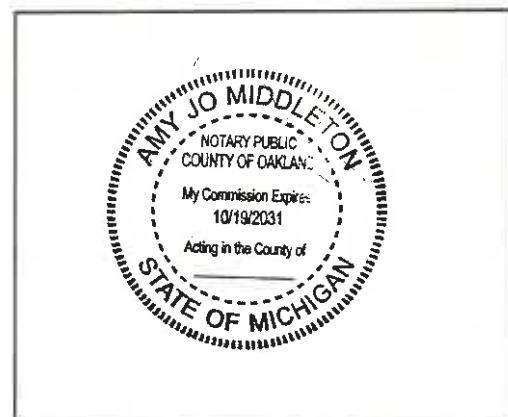
By: 
Cherilyn Banas

Attest: _____
Project Manager

Subscribed and sworn to before me this 25 day of March, 2025

Notary Public: 
Amy Jo Middleton - Oakland County - Exp 10/19/31

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

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
Finishing Touch Photo & Video	Construction Video Coverage	\$ 3,200.00	\$1,100.00	\$4,300.00	\$4,300.00		\$0.00	\$0.00
Fort Wayne Contracting, Inc.	Structure Cover	\$ 81,015.00	\$48,532.68	\$129,547.68	\$129,547.68		\$0.00	\$0.00
GM & Sons, Inc.	Concrete	\$ 441,953.00	-\$247,114.72	\$194,838.28	\$194,838.28		\$0.00	\$0.00
P.K. Contracting, Inc.	Pavement Markings	\$ 10,408.00	\$14,515.00	\$24,923.00	\$24,923.00		\$0.00	\$0.00
Road Fabrics, Inc.	Geosynthetic Paving Fabric	\$ 144,449.57	-\$5,670.09	\$138,779.48	\$138,779.48		\$0.00	\$0.00
Shaw Contracting Co.	Cold Milling	\$ 53,902.40	\$20,921.16	\$74,823.56	\$74,823.56		\$0.00	\$0.00
Surfline Excavating LLC	Removals, Earthwork, Aggregate	\$ 465,103.00	\$50,128.34	\$515,231.34	\$515,231.34		\$0.00	\$0.00
Site Solutions, Inc.	Surface Restoration	\$ 22,500.00	\$23,800.00	\$46,300.00	\$46,300.00		\$0.00	\$0.00
				\$0.00			\$0.00	
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				\$0.00			\$0.00	
TOTALS		\$1,222,330.97	-\$93,787.63	\$1,128,543.34	\$1,128,543.34	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract	\$3,151,214.43	\$2,223,748.76 Original \$927,465.67 13 Mile
Plus: Extras to Contract	\$427,157.48	\$409,784.26 Original \$17,373.22 13 Mile
Total: Contract plus Extras	\$3,578,371.91	
Less: Credits to Contract	-\$654,792.80	-\$651,670.68 Original -\$2,922.12 13 Mile
Total: Adjusted Contract:	\$2,923,579.11	

Work Completed to Date:	\$2,923,579.14	
Less: Total Retainage:	\$273,495.16	\$198,166.23 Original \$75,328.93 13 Mile
Less: Amount Previously Paid:	\$2,848,231.53	\$1,932,120.76 Original \$916,110.75 13 Mile
Less: Amount of this Request:	\$136,747.68	
Plus Incentive	\$61,400.00	
Total Balance Due:	\$8.00	

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

Cadillac Asphalt LLC

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.

By: Christopher Honore

Christopher R. Honore

Title: President

Digitally signed by Christopher Honore
DN: cn=Christopher Honore, o, ou,
email=patty@fortwaynecontracting.com, c=US
Date: 2025.02.13 13:10:39 -05'00'

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: GM & Sons Inc
46900 W Road
Novi, MI 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:



Title: Hugo Gallegos, President

Cadillac Asphalt LLC

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

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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:

2-13-25

Firm Name:

By:

Title:

PK Contracting
1965 Barrett Dr.
Troy, MI 48084
Kimberly A. Tomatti
Agent

Cadillac Asphalt LLC

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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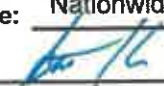
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Date: 1/8/25

Firm Name: Nationwide Construction Group

By: 

Title: COO

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

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.

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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: 01/01/2025 **Firm Name:** Road Fabrics, Inc.
By: Emanuel Kocher
Title: President

Cadillac Asphalt LLC

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 513139. Novi Industrial Roads

Subcontractor: Shaw Contracting Co
509 Morton St
Bay City, MI 48706

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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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: 3/7/25 **Firm Name:** Shaw Contracting Co.
By: [Signature] **Title:** Manager

2

Cadillac Asphalt LLC

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

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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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: 12/11/24 Firm Name: Site Solutions
By: [Signature]
Title: President

Cadillac Asphalt LLC

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 Name: Springline Excavating
By: Shawn Rodriguez
Title: Controller