SUBJECT: Approval of Change Order No. 2 and the final payment to Koala-T Construction, Inc., for the Eight Mile Pathway (Garfield Road to Napier Road) project and the Kirkway Boardwalk Repairs in the amount of $117,752.31, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED $117,752.31
AMOUNT BUDGETED $242,461
APPROPRIATION REQUIRED $0
LINE ITEM NUMBER 204-204.00-974.467

BACKGROUND INFORMATION:

The Eight Mile Road pathway project consisted of the construction of an 8-foot wide concrete pathway along the north side of Eight Mile Road, between Garfield and Napier Roads. In 2017, the City completed the mile long segment, between Beck and Garfield Roads. With both segments complete, this pathway officially connects the existing sidewalk along Eight Mile Road in the City of Northville and the south side of Eight Mile Road near the entrance to Maybury State Park. The newly constructed pathway also connects into the existing trail within ITC Park and the existing ITC Trail located along the ITC Corridor, which can be accessed through the ITC Park.

This contractor was also able to provide the City with assistance to reconstruct two large portions of an existing boardwalk, located on the west side of Beck Road, between 10 and 11 Mile Roads (known as the Kirkway Boardwalk). This boardwalk had deteriorated to a point where it had to be completely closed to the public until these repairs were implemented. Change Order No. 2 was issued to Koala-T Construction for this work.

The construction contract was awarded for this project at the August 28, 2017 City Council meeting to Koala-T Construction, Inc., in the amount of $447,711.75. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker to review and verify the final contract payment amount of $117,752.31 that is due the Contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, January 14, 2019).

There were two (2) approved change orders issued for this project resulting in an overall increase of $80,370.35 to the construction contract, or 17.9% over the awarded amount. Change Order No. 1, in the amount of -$15,785.65, constituted the balancing of all unit price items for the base contract. Change Order No. 2 involved the addition of the repairs made to the Kirkway Boardwalk in the amount of $96,156.00. The approved change orders resulted in a final contract price of $528,082.10.

RECOMMENDED ACTION: Approval of Change Order No. 2 and the final payment to Koala-T Construction, Inc., for the Eight Mile Pathway (Garfield Road to Napier Road) project and the Kirkway Boardwalk Repairs in the amount of $117,752.31, plus interest earned on retainage.
8 MILE PATHWAY
(BECK TO NAPIER ROADS) 2017-2018

At Beck and 8 Mile Roads – Looking west
Half mile west of Beck Road – Looking west
Just east of Garfield Road – Looking west
At Garfield Road – Looking west
Half mile from Garfield Road – Looking west
At Sports Park Drive – Looking west towards Napier
January 14, 2019

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

Re: 8 Mile Pathway & Kirkway Boardwalk – Koala-T Construction  
Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the 8 Mile Pathway & Kirkway Boardwalk Project:

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

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

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

[Signature]

Elizabeth Kudla Saarela
Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
George Melistas, Engineering Senior Manager
Megan Mikus, Public Works Budget Analyst
Thomas R. Schultz, Esquire
# APPLICATION FOR FINAL PAYMENT

**PROJECT:** 8 Mile Pathway (Garfield-Napier)

**OWNER:** City of Novi

42716 W. Ten Mile Road
Novi, Michigan 48575

**ENGINEER:** AECOM - Great Lakes
27777 Farmdale Road, Suite 200
Southfield, Michigan 48034

**CONTRACTOR:** Koela-T Construction, Inc.
424 Ferry Avenue
Pontiac, Michigan 48341

**APPLICATION AMOUNT**

**FINAL PAYMENT**

**ORIGINAL:** $447,711.75

**REvised:** $528,082.10

**FINAL COMPLETION DATES**

**FROM:** June 2, 2018

**TO:** October 30, 2018

**APPLICATION TO COMPLETED WORK TO DATE**

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<th>Description of Item</th>
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<th>Contract Price (Revised)</th>
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**TOTAL**

$149,411.00 $149,775.17 $ - $148,779.17 100%
## APPLICATION FOR FINAL PAYMENT

**PROJECT:**
8 Mile Pathway (Garfield-Hepner)

**NOV PROJECT NO.:** 17-5823

**PAYMENT NO.:** FINAL

### SECTION 1.

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<td>Cost/Unit</td>
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<tr>
<td>27</td>
<td>Cul. CI &amp; Conn, 12&quot; Modfied</td>
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<tr>
<td>28</td>
<td>Cul. End Sel, Con, 10&quot;, Grad</td>
<td>EA</td>
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<tr>
<td>29</td>
<td>Cul. End Sel, Con, 10&quot;, Grad</td>
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<tr>
<td>30</td>
<td>Sewer, 276 DIA, 12&quot;, P.V.A</td>
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<tr>
<td>32</td>
<td>Dr Structure, 4&quot; dia, Line-Head</td>
<td>EA</td>
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<tr>
<td>33</td>
<td>Aggregate Base, 7&quot; Limestone</td>
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<tr>
<td>34</td>
<td>Reinforcement, 4&quot; Bar</td>
<td>SF</td>
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<tr>
<td>35</td>
<td>Sidewall, Con, Ech</td>
<td>SF</td>
</tr>
<tr>
<td>36</td>
<td>ADA Ramp, Con, Ech</td>
<td>SF</td>
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<tr>
<td>37</td>
<td>Cast and Gravel, Con, Modified</td>
<td>LF</td>
</tr>
<tr>
<td>38</td>
<td>HMR Driveway, Complete</td>
<td>CY</td>
</tr>
<tr>
<td>39</td>
<td>Fencing, Woven Wire @ Steel Post</td>
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</tr>
<tr>
<td>40</td>
<td>Concrete Pedestrian Railing</td>
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<tr>
<td>41</td>
<td>Monolam Steel Retaining Wall</td>
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<td>42</td>
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<td>43</td>
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<td>44</td>
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<td>46</td>
<td>Sign, R/H1-15, Modified</td>
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<tr>
<td>47</td>
<td>Sign, N/1-15, Modified</td>
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<tr>
<td>48</td>
<td>Post, Steel, 3ft, Modified</td>
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<tr>
<td>49</td>
<td>Sidewalk</td>
<td>LF</td>
</tr>
<tr>
<td>50</td>
<td>Pavement Base</td>
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### TOTAL FROM THIS SHEET

$299,300.75

### TOTAL FROM OTHER SHEET

$295,148.93

### SUBTOTAL

$494,449.68

### CEMENT OF COMPLETED WORK TO DATE

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<th>CONTRACT ITEMS (Original)</th>
<th>This Period</th>
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<td>ADA Ramp, Con, Ech</td>
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<td>HMR Driveway, Complete</td>
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### TOTAL FROM OTHER SHEET

$295,148.93

### SUBTOTAL

$494,449.68

### CEMENT OF COMPLETED WORK TO DATE

$299,300.75

### CEMENT OF COMPLETED WORK TO DATE

$283,148.93
## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 8 Mile Parkway (Garber-Napier)  
**NOVI PROJECT NO.:** 17-6003  
**PAYMENT NO.:** FINAL

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<td>Hardscaping (Additional Dept)</td>
<td>LF</td>
<td>204-025-00-274-467</td>
<td>228.00</td>
<td>$6,156.00</td>
<td>228.00</td>
<td>100%</td>
<td>$6,156.00</td>
<td>100%</td>
<td>$6,156.00</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL FROM THIS SHEET: $447,711.75**  
**TOTAL FROM OTHER SHEETS: $401,250.10**  
**GRAND TOTAL: $849,961.85**
# CITY OF NOVI

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 8 Mile Pathway (Darfield-Napier)  
**NOVI PROJECT NO.:** 17-5003  
**PAYMENT NO.:** FINAL

### Original Contract Amount:
- $447,711.75

### Change Orders:
- $80,370.36

### Adjusted Contract Amount to Date:
- $528,082.10

### Total Cost of Work Performed to Date:
- $528,082.10

### MINUS Retainage:
- $0

### MINUS Inspection "Crew Days":
- $15,020.00

### Net Amount Earned of Contract and Extra Work to Date:
- $512,062.10

### MINUS L.D.'s:
- $9,952.10

### ADD Incentive "Crew Days", if under:
- $0

### Change Orders:

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>May 19, 2006</td>
<td>$15,785.66</td>
</tr>
<tr>
<td>2</td>
<td>August 26, 2008</td>
<td>$96,155.00</td>
</tr>
</tbody>
</table>

### BALANCE DUE THIS PAYMENT:
- $117,752.31
APPLICATION FOR FINAL PAYMENT

CITY OF NOVI

PROJECT: 8 Mile Pathway (Garfield-Napier)
MOW PROJECT NO.: 17-6003

No. CONTRACTOR: Koita-T Construction, Inc.
CONTRACTOR - Electronic Signature Certification

Mark Koskinen
Jan 9 2019 11:26 AM

CONSULTANT - Electronic Signature Certification

AECOM - Great Lakes

Payment of the above AMOUNT DUE THIS APPLICATION
is recommended.

CITY OF NOVI

Payment of the above AMOUNT DUE THIS APPLICATION
is recommended.

Mark Koskinen
Jan 9 2019 11:26 AM

AECOM - Great Lakes

All Full Unconditional Warrants 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.
WORK CHANGE DIRECTIVE & CHANGE ORDER No. 2

PURCHASE ORDER NO. 95283

Project: 8 Mile Pathway (Garfield-Napier)

Owner: City of Novi
26300 Lee BeGole Dr.
Novi, Michigan 48375
(248) 735-5632

Engineer: AECOM - Great Lakes
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034
(248) 204-5900

Contractor: Koala-T Construction, Inc.
424 Ferry Avenue
Pontiac, Michigan 48341
(248) 322-2751

Drafted Date: August 28, 2018

Reasoning:
This change order represents the addition of an emergency repair to a boardwalk (Boardwalk #10) located on the west side of Beck Road, just south of Kirkway Boulevard. The original contract was administered by Spalding DeDecker, but this boardwalk construction engineering services is being handled by AECOM - Great Lakes. All items associated with this change order will be shown as "New Contract Items." The contractor bid 45 crew days, but will only be receiving those that it actually took to complete the change order work. 45 crew days were entered as a place marker, only. Contractors original bid was for $93,244.70, but was asked to bring down to an even $90,000. In order to make the $90K, the City subtracted $3,244.70 from the Maintaining Traffic lump sum item. Also, when putting this change order together, the City noticed a math error on Item No. 56 - Helical Piles. The original bid form had a quantity of 28 and a unit price of $795 which equals $22,260, but wrote down $19,080. The City adjusted the quantity down to 24 instead of 28 which makes that cost work at $19,080. Also, after the original 15-foot helical piles were installed, many of them needed additional footage added to reach bearing strength which added another $6,156 to this change order.

EXISTING CONTRACT ITEMS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Division</th>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Add</th>
<th>Deduct</th>
<th>Contract Price</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>1</td>
<td>&quot;Crew Days&quot; - Base Bid - 8 Mile Pathway</td>
<td>CD</td>
<td>$640.00</td>
<td>45</td>
<td>✓</td>
<td></td>
<td>$640.00</td>
</tr>
<tr>
<td>0</td>
<td>2</td>
<td>&quot;Crew Days&quot; - Kirkway Boardwalk</td>
<td>CD</td>
<td>$640.00</td>
<td>45</td>
<td>✓</td>
<td></td>
<td>$640.00</td>
</tr>
<tr>
<td>0</td>
<td>3</td>
<td>&quot;Crew Days&quot;</td>
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<td>$640.00</td>
<td>45</td>
<td>✓</td>
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<td>$640.00</td>
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<tr>
<td>0</td>
<td>4</td>
<td>&quot;Crew Days&quot;</td>
<td>CD</td>
<td>$640.00</td>
<td>45</td>
<td>✓</td>
<td></td>
<td>$640.00</td>
</tr>
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</table>

Subtotals $0.00 $0.00

Total $0.00
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Division</th>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>51</td>
<td></td>
<td>Mobilization (1%)</td>
<td>LS</td>
<td>$5,000.00</td>
<td>1</td>
<td>$5,000.00</td>
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<tr>
<td>52</td>
<td></td>
<td>Boardwalk, Remove</td>
<td>LF</td>
<td>$1,200.00</td>
<td>400</td>
<td>$12,000.00</td>
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<tr>
<td>53</td>
<td></td>
<td>Boardwalk Railing</td>
<td>LF</td>
<td>$520.00</td>
<td>300</td>
<td>$15,600.00</td>
</tr>
<tr>
<td>54</td>
<td></td>
<td>Boardwalk Decking Boards</td>
<td>WW</td>
<td>$99.32</td>
<td>135</td>
<td>$13,269.20</td>
</tr>
<tr>
<td>55</td>
<td></td>
<td>Boardwalk Substructure, beams &amp; Joists</td>
<td>LF</td>
<td>$99.71</td>
<td>190</td>
<td>$18,946.00</td>
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<tr>
<td>56</td>
<td></td>
<td>Helical Piles</td>
<td>EA</td>
<td>$795.00</td>
<td>24</td>
<td>$18,760.00</td>
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<tr>
<td>57</td>
<td></td>
<td>Helical Pile Equipment, Furnished</td>
<td>LS</td>
<td>$4,000.00</td>
<td>1</td>
<td>$4,000.00</td>
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<tr>
<td>58</td>
<td></td>
<td>Maintaining Traffic</td>
<td>LS</td>
<td>$750.30</td>
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<td>$750.30</td>
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<tr>
<td>59</td>
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<td>Surface Restoration</td>
<td>LS</td>
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<td>1</td>
<td>$4,000.00</td>
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<tr>
<td>60</td>
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<td>Helical Piles (additional feet beyond 15 foot)</td>
<td>LF</td>
<td>$27.00</td>
<td>228</td>
<td>$6,156.00</td>
</tr>
</tbody>
</table>

Subtotals: $56,156.00 $0.00
Total: $56,156.00

Increase/Decrease in Contract Price
- Add $5,000.00
- Deduct $12,150.00
- Deduct $16,800.00
- Deduct $13,408.20
- Deduct $14,806.50
- Deduct $19,080.00
- Add $4,000.00
- Deduct $755.30
- Deduct $4,000.00
- Deduct $4,000.00
- Deduct $6,156.00

The changes addressed by this change order hereby adjusts the contract time by:

Accepted By: [Signature]
Koala-T Construction, Inc.

Prepared By: [Signature]
AECOM - Great Lakes

Reviewed By: [Signature]
Aaron J. Staub, Construction Engineer

Approved By: [Signature]
George D. Melistas, Engineering Senior Manager

and

Approved By: [Signature]
Sue Mariantl, Purchasing Manager

Page 3 of 4
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

PROJECT: RCB0010265 8 Mile Road Pathway Napier to Garfield

TO (Owner):
City of Novi
45175 West 10 Mile Rd.
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 8/29/17

CONTRACTOR: Koala-T Construction, Inc.
424 Ferry Ave.
Pontiac, MI 48341

CONTRACTOR FOR:
Road Work

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Surety Company
RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612
on bond of the Contractor
Koala-T Construction, Inc.
424 Ferry Ave.
Pontiac, MI 48341
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 the Owner
City of Novi
45175 West 10 Mile Rd.
Novi, MI 48375
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety has hereto set its hand this 3rd day of December, 2018.

[Signature]
Surety

[Signature of Authorized Representative] Barry W. Berman

Attest: [Signature]
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.
POWER OF ATTORNEY
 RLJ Insurance Company
 Contractors Bonding and Insurance Company
 9025 N. Lindbergh Dr. Peoria, IL 61615
 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLJ Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:
Barry W. Berman, Colleen M. Berman, jointly or severally

in the City of Wixom, State of Michigan, as its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLJ Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLJ Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of December, 2018.

By: [Signature]
Barton W. Davis
Vice President

CERTIFICATE

I, the undersigned officer of RLJ Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLJ Insurance Company and/or Contractors Bonding and Insurance Company this 3rd day of December, 2018.

By: [Signature]
Jennifer M. Stephenson
Corporate 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 the undersigned is the

V.P. of the Koala I Construction

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

8 Mile Pathway (Greenefield to Napier)

located at Novi, Michigan

The total amount of the contract is $43,867.75, of which I have received payment of $394,809.75 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; 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 connection 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 any 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 4th day of January, 2013

Name: KOALA T CONSTRUCTION

By: Brad Watkins
(Titel)

Attest: Brad Watkins
(V.P.)

Subscribed and sworn to before me this 4th day of January, 2013

Notary Public: [Signature]

NOTARY SEAL

Page 2 of 3
## Schedule B - Contractors Sworn Statement

<table>
<thead>
<tr>
<th>Name of Sub</th>
<th>Type of Service</th>
<th>Amount of Contract</th>
<th>Amount Paid</th>
<th>Balance Due</th>
</tr>
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<td>Superior Materials</td>
<td>Concrete</td>
<td>83,396.78</td>
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<tr>
<td>Sylvania Materials</td>
<td>Limestone</td>
<td>29,379.42</td>
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<td>Stephen Pipe</td>
<td>Fencing</td>
<td>1,234.86</td>
<td>1,234.86</td>
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<tr>
<td>Construction Bonding</td>
<td>Bonds</td>
<td>6,447.00</td>
<td>6,447.00</td>
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<tr>
<td>Construction Video</td>
<td>Video</td>
<td>2,875.00</td>
<td>2,875.00</td>
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<td>Capitol Barricade</td>
<td>Barricades</td>
<td>4,094.00</td>
<td>4,094.00</td>
<td>0</td>
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<tr>
<td>Iron Horse</td>
<td>Stone / Dump Fees</td>
<td>8,750.34</td>
<td>8,750.34</td>
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<td>Novi Crushed Concrete</td>
<td>Stone</td>
<td>13,078.37</td>
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<td>Tree Removal</td>
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<td>Lumber</td>
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<td>Hastings Testing</td>
<td>Helical Piers</td>
<td>23,150.62</td>
<td>23,150.62</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>219,247.51</strong></td>
<td><strong>218,247.51</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>
FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with KOALA-T CONST CORP to provide ready mix concrete for the improvement to the property described as: NOVI PATHWAY, CITY OF

And hereby waive our construction lien for materials provided through 12/11/2017.

This waiver, together with all previous waivers, if any, (circle one) does not cover all amounts due to us for contract improvement provided through the date shown above.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from one of us or if we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us, either in writing, by telephone, or personally, to verify that it is authentic.

PRAIRIE LAKESIDE, LLC

Signed on: Dec 11, 2017
Theresa Russell
Agent
Address: 30701 W 10 Mile Rd. #500
Farmington Hills, MI 48336
Telephone: (248) 788-8000

Superior Materials Holdings, Inc. – 30701 West 10 Mile Rd. Suite 300, Farmington Hills, MI 48336
FULL UNCONDITIONAL WAIVER

My/our contract with Koala-T Construction (Other Contracting Party)

To provide Aggregate Material

For the improvement to the property described as:

8 Mike Road Pathway Napier to Garfield

Bond # RCB0010265

2017 paid in full

Having been fully paid and satisfied, all my/our construction lien rights against subject property are hereby waived and released.

If the owner of lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of 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.

Sylvania Minerals, LLC

(Signature of Lien Claimant)

LANA DEDELUK

Signed On: 07/25/18

Address: 5699 Ready Road, PO Box 406
South Rockwood, MI 48179

Telephone: (734) 783-7416
Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY
MATERIAL SUPPLIER FINAL WAIVER OF LIEN

Date: 11/30/18

Company: Acct# 64934
Koala-T Construction
424 Ferry Avenue
Pontiac, MI 48341

Ref Projects: 8 Mile Pathway Napier
8 Mile Road
Novi, MI 48377

To Whom It May Concern:

SPS has furnished fencing material(s) for the above referenced project which were ordered by: Koala-T Construction, Pontiac, MI 48341.

SPS has been paid in full in amount of $1,234.86.
We hereby waive and release any and all lien claim or right to lien on the material(s) in regards to the above referenced project.

Patsy Stapp, Asst. Credit Manager
Stephens Pipe & Steel, LLC

State of Kentucky, County of Russell
Executed, subscribed and sworn to before me this 30th day of November, 2018
JoAnn Giles

NOTARY PUBLIC
My Commission Expires: 7/11/20
FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Konla-T Construction to provide
(Prime Contractor Party)

Performance and Payment Bond for the improvement of the property
(Type of service)

described as 8 Mile Pathway Project (Garfield - Napier)
(Property Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner’s or lessee’s designee has received a Notice of Furnishing from me/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/us or the owner, lessee, or designee may not rely upon it without contacting me/us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: January 4, 2019

Barry Berman
(Principal Name of Line Claimant)
Managing Member
(Title of Line Claimant)

Company Name: Construction Bonding Specialists, LLC.
Address: 29445 Beck Road, Suite A-209, Wixom, MI 48393
Telephone: (248)349-6227

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
Full Unconditional Waiver

Our contract with Koala-T Construction to provide a video for the improvement to the property described as: 8 Mile Pathway Garfield to Napier Having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

Company: Construction Video Media, Inc.

(Signature of Lien Claimant)
Dwight C. Speegler - President

Telephone #: 269-732-2920
Address: 111 East Hewerty PO Box 80 Romeo, MI 48065

Signed on (Date) 1-8-19

Do not sign blank or incomplete form - Retain a copy.
FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with: KOALA-I CONSTRUCTION (Type of Contract)


for the improvement of the property


(described as: 8 Mile Pathway Old Hwy 39 in Naples, Florida) (Project Name)

having been fully paid and satisfied, by signing this waiver, my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/us or us or if we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/us, the owner, lessee, or designee may not rely upon it without contacting me/us of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 1/29/19


Company Name: CAPITALux DESIGN, Inc.

Address: 1620 W. GRAND AVE. ARLINGTON, TEXAS

Telephone: 817-372-1381

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with **KOALA-T Construction** to provide

**Crushed Stone & Dump** for the improvement of the property

described as **8 Mile Pathway Car-Field to Napier**

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/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/us, the owner, lessee, or designee may not rely upon it without contacting me/us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: **1/1/2013**

**John Williams**

**Iron Horse**

Company Name: **Iron Horse**

Address: **27120 Haas Rd Wixom, MI 48393**

Telephone: **248.446.2440**

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
Full Unconditional Waiver

Our contract with Koala-T Construction to provide Stone for the improvement to the property described as: 8 Mile Road Pathway, Napier to Garfield, having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

Waiver covers all invoices and material hauled through 5/18/18.

Company: Novi Crushed Concrete

Signed on (Date) 5/18/2018

Daniel Copeland
Agent

Telephone #: 248-300-6000
Address: 48900 W. 12 Mile Rd. Novi, MI 48377

Do not sign blank or incomplete form - Retain a copy
Full Unconditional Waiver

Our contract with Koala-T Construction to provide Tree Removal for the improvement to the property described as: 8 Mlle Road Pathway Project. Having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

Company: P & A Tree Service

Telephone #: 248-303-1993

Address: 48 Pleasant View
Pontiac, MI 48341

Signed on (Date) 10/31/2017

Do not sign blank or incomplete form - Retain a copy
FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with **KOALA-T CONSTRUCTION** to provide

**LUMBER**

(Prime Contracting Party)

for the improvement of the property
described as **Novi Boardwalk - Beck Rd**

(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: **12/21/18**

**Jamar Giles**

(Signature of Lien Claimant)

(Printed Name of Lien Claimant)

Company Name: **The Home Depot**

Address: **545 S. Telegraph Rd**

Telephone: **(248) 253-8900**

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Koala-T Construction to provide Helical Piers for the improvement of the property described as City or Nov. Boardwalk, Beck Rd having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12/12/2018

(Robert Hastings)

Robert Hastings
(Printed Name of Lien Claimant)

Owner
(Title of Lien Claimant)

Company Name: Hastings Testing Engineers
Address: 4841 Golf Club Rd, Howell, MI 48843
Telephone: (517) 346-6121

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