



# CITY of NOVI CITY COUNCIL

**Agenda Item I**  
**June 6, 2016**

**SUBJECT:** Approval of the final payment to Pavex Corporation for the 2014 Neighborhood Road Program-Contract 1 (Haverhill Farms) in the amount of \$25,326.13, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC RFA*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 25,326.13</b>
<b>AMOUNT BUDGETED</b>	<b>\$266,663.00</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-865.434</b>

**BACKGROUND INFORMATION:**

A construction contract for the 2014 Neighborhood Roads-Contract 1 (Asphalt) was awarded at the June 16, 2014 City Council meeting to Pavex Corporation in the amount of \$1,166,944.70. The project included all of the streets in the Haverhill Farms Subdivision as well as the three streets listed in the bottom of the table below. A Notice-to-Proceed was issued to the contractor on August 11, 2014 and the contractor was required to complete the project by November 9, 2014. Unfortunately, the contractor failed to meet the schedule and was only able to complete the work in Haverhill Farms, which was also behind schedule after many delays.

The construction contract allows the City to remove work from the contract. Two change orders removing the incomplete portions of the project were issued in January 2015 resulting in a decrease of \$500,225 for the original Contract 1 project. The remainder work was re-bid as 2014 Neighborhood Roads Contract 1A (Asphalt) to Nagle Paving Co.

<b>Road Segment</b>	<b>From</b>	<b>To</b>	<b>Material</b>	<b>Treatment</b>
<b>Kingswood Blvd.</b>	14 Mile Rd.	Paisley Cir.	Asphalt	Mill and Overlay
<b>Kingsley Ln.</b>	Kingswood Blvd.	Paisley Cir.	Asphalt	Mill and Overlay
<b>Kingsley Ct.</b>	Kingsley Ln.	End	Asphalt	Mill and Overlay
<b>Chatsford St.</b>	Kingsley Ln.	Kingsley Ln.	Asphalt	Mill and Overlay
<b>Paisley Cir.</b>	Chatsford St.	End	Asphalt	Mill and Overlay
<b>Malott Dr.</b>	Meadowbrook Rd.	W. LeBost Dr.	Asphalt	Reconstruct
<b>W. LeBost Dr.</b>	Malott Dr.	200 feet	Asphalt	Reconstruct
<b>Wedgewood Dr.</b>	Pontiac Trail	Springlake Blvd.	Concrete to Asphalt	Reconstruct

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker Associates, Inc., to review and verify the final contract payment amount of \$25,326.13 that is due the contractor (Final Pay Estimate No. 5, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela’s letter, attached).

There were four (4) approved change orders issued for this project resulting in a net decrease of \$527,575.38 from the construction contract, or 45.2% under the awarded amount. The approved change orders resulted in a final contract price of \$639,369.32.

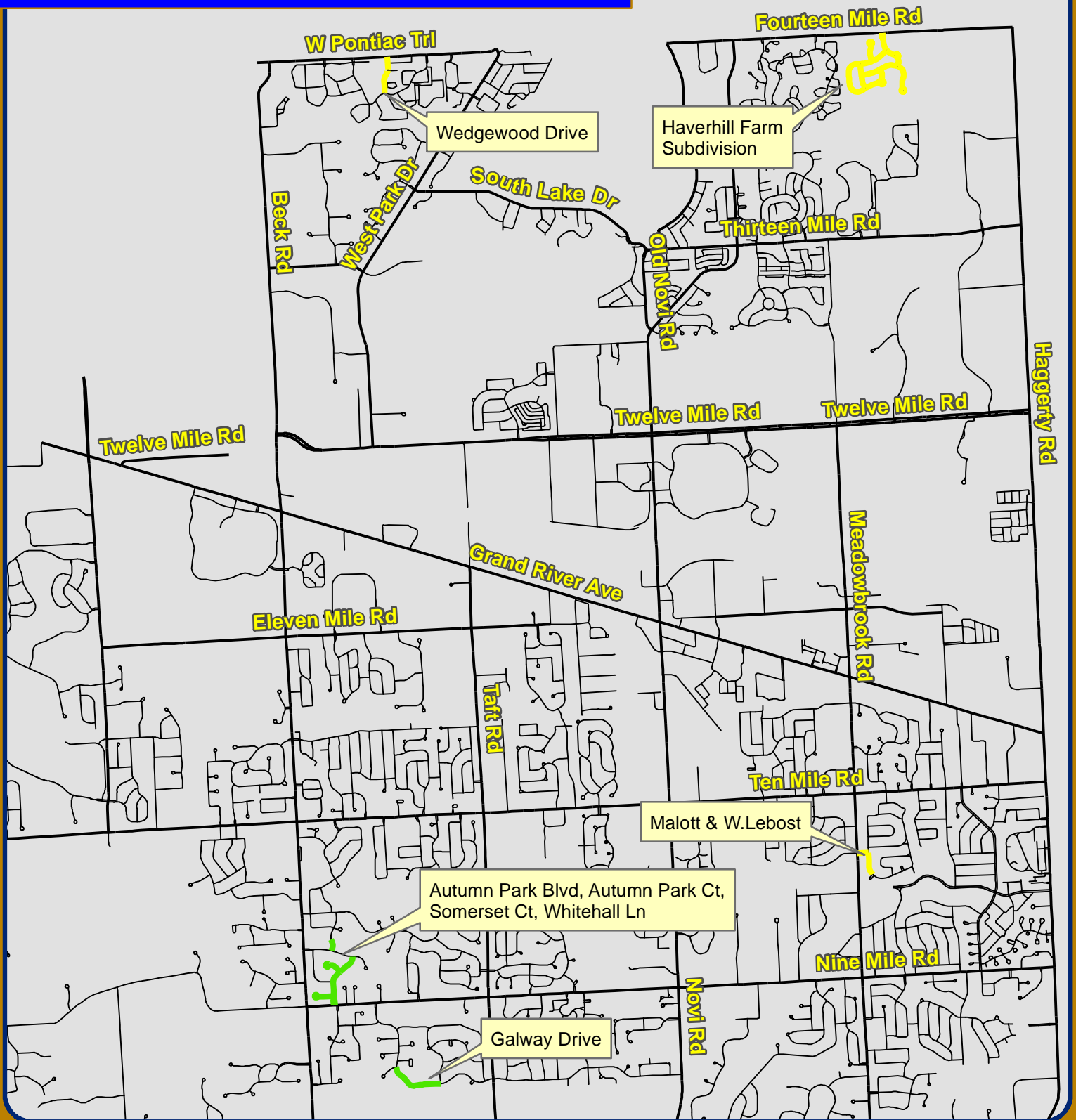
**RECOMMENDED ACTION:** Approval of the final payment to Pavex Corporation for the 2014 Neighborhood Road Program-Contract 1 (Haverhill Farms) in the amount of \$25,326.13, plus interest earned on retainage.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

# 2014 NEIGHBORHOOD ROAD PROGRAM

June 2014



Map Author: Croy  
 Date: 6/9/14  
 Project: 2014 NRP  
 Version #: v2.1

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**Map Legend**

- 2014 Concrete
- 2014 Asphalt



1 inch = 3,850 feet



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



**2014 NRP – ASPHALT STREETS (HAVERHILL FARMS)**



**Paisley Circle, looking south from Kingsley Lane**



**Kingswood Boulevard (Entrance), looking east**



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

May 31, 2016

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

**Re: 2014 Neighborhood Roads Program – Asphalt- Pavex Corporation  
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2014 Neighborhood Roads Program – Asphalt Project:

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

It should be noted that final payment to the general contractor on this project was reduced pursuant to negotiations between the City and contractor to account for project completion and restoration issues. Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond previously provided is adequate since the project cost decreased. The General Contractor must provide its final waiver of lien time it receives final payment.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth K. Saarela

Aaron Staup, Construction Engineering Coordinator

May 31, 2016

Page 2

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Rob Hayes, Public Services Director (w/Enclosures)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)  
Brian Coburn, Engineering Manager (w/Enclosures)  
John Becht, Spalding DeDecker (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)





# CITY OF NOVI

Balance Due This Payment = \$ 25,326.13

P.O.# 94246

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 2014 NRP - Asphalt      **NOVI PROJECT NO.:** 14-2101      **PAYMENT NO.:** FINAL

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

**ENGINEER:** Spalding DeDecker & Associates, Inc.  
905 South Boulevard East  
Rochester, Michigan 48307  
(248) 844-5400

**CONTRACTOR:** Pavex Corporation  
2654 Van Horn Road  
Trenton, Michigan 48183  
(734) 676-6220

**CONTRACT AMOUNT**      **FINAL COMPLETION DATES**      **DATES OF ESTIMATE**

**ORIGINAL:** \$1,166,944.70      **ORIGINAL:** November 9, 2014      **FROM:** February 1, 2015

**REVISED:** \$639,369.32      **REVISED:**      **TO:** August 28, 2015

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	50.00	\$ 640.00	\$ 32,000.00	50.00	\$ 640.00	\$ 32,000.00				66.00	\$ 42,240.00	132%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 54,342.00	\$ 54,342.00	1.00	\$ 54,342.00	\$ 54,342.00				1.00	\$ 54,342.00	100%
2	Pre-Construction Audio Video	LS	1.00	\$ 1,740.00	\$ 1,740.00	1.00	\$ 1,740.00	\$ 1,740.00				1.00	\$ 1,740.00	100%
3	Soil Erosion Control Measures	LS	1.00	\$ 3,900.00	\$ 3,900.00	0.64	\$ 3,900.00	\$ 2,496.00	-0.10	\$ (390.00)	-16%	0.64	\$ 2,496.00	100%
4	Maintaining Traffic	LS	1.00	\$ 8,200.00	\$ 8,200.00	0.50	\$ 8,200.00	\$ 4,100.00				0.50	\$ 4,100.00	100%
5	Tree Protection Fencing	LF	1158.00	\$ 2.84	\$ 3,288.72	0.00	\$ 2.84	\$ -				0.00	\$ -	
6	Remove Sidewalk	SF	4605.00	\$ 0.65	\$ 2,993.25	4398.00	\$ 0.65	\$ 2,858.70				4398.00	\$ 2,858.70	100%
7	HMA Surface, Remove	SY	5650.00	\$ 3.60	\$ 20,340.00	0.00	\$ 3.60	\$ -				0.00	\$ -	
8	HMA Surface, Repair	SY	5788.00	\$ 14.00	\$ 81,032.00	7756.13	\$ 14.00	\$ 108,585.82				7756.13	\$ 108,585.82	100%
9	Pavement, Remove	SY	3815.00	\$ 6.48	\$ 24,721.20	0.00	\$ 6.48	\$ -				0.00	\$ -	
10	Driveway, Remove	SY	129.00	\$ 9.00	\$ 1,161.00	73.00	\$ 9.00	\$ 657.00				73.00	\$ 657.00	100%
11	Cold Milling HMA Pvmnt, Special	SY	20323.00	\$ 2.68	\$ 54,465.64	23587.01	\$ 2.68	\$ 63,213.19				23587.01	\$ 63,213.19	100%
12	Remove Concrete Curb and Gutter	LF	1200.00	\$ 14.00	\$ 16,800.00	1050.60	\$ 14.00	\$ 14,708.40				1050.60	\$ 14,708.40	100%
13	Excavation, Earth	CY	2380.00	\$ 14.81	\$ 35,247.80	0.00	\$ 14.81	\$ -				0.00	\$ -	
14	Subgrade Undercut (As Needed)	CY	1800.00	\$ 41.33	\$ 74,394.00	0.00	\$ 41.33	\$ -				0.00	\$ -	
15	Aggregate Base, 6-inch	SY	1853.00	\$ 5.68	\$ 10,525.04	145.60	\$ 5.68	\$ 827.01				145.60	\$ 827.01	100%
16	Aggregate Base, 8-inch	SY	5695.00	\$ 7.62	\$ 43,395.90	0.00	\$ 7.62	\$ -				0.00	\$ -	
17	Geogrid	SY	4435.00	\$ 2.50	\$ 11,087.50	0.00	\$ 2.50	\$ -				0.00	\$ -	
18	Underdrain, 6-inch, w/Geowrap	LF	6015.00	\$ 8.80	\$ 52,932.00	303.00	\$ 8.80	\$ 2,666.40				303.00	\$ 2,666.40	100%
19	Driveway, Nonreinf Conc, 6-inch	SY	129.00	\$ 45.50	\$ 5,869.50	77.35	\$ 45.50	\$ 3,519.43				77.35	\$ 3,519.43	100%
20	Driveway Opening, Conc, Det M	LF	404.00	\$ 11.48	\$ 4,637.92	0.00	\$ 11.48	\$ -				0.00	\$ -	
21	Curb and Gutter, Conc, Det F-2	LF	2221.00	\$ 11.48	\$ 25,497.08	0.00	\$ 11.48	\$ -				0.00	\$ -	
22	Conc Curb and Gutter, Modified	LF	1200.00	\$ 22.93	\$ 27,516.00	985.60	\$ 22.93	\$ 22,599.81				985.60	\$ 22,599.81	100%
23	HMA, 3C	TON	1020.00	\$ 79.13	\$ 80,712.60	0.00	\$ 79.13	\$ -				0.00	\$ -	
24	HMA, 5E1	TON	3280.00	\$ 87.56	\$ 287,196.80	2675.89	\$ 87.56	\$ 234,300.93				2675.89	\$ 234,300.93	100%
<b>TOTAL THIS SHEET</b>					\$ 931,995.95			\$ 516,614.68		\$ (390.00)			\$ 516,614.68	100%







# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 NRP - Asphalt

NOVI PROJECT NO.: 14-2101

PAYMENT NO.: FINAL

### NEW CONTRACT ITEMS

#### SECTION 1.

#### COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE				
			Division	GL#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40	Sprinkler System Repairs	LS	0.00	\$ 610.00	-1.00	\$ 610.00	\$ (610.00)	-1.00	\$ (610.00)	100%	-1.00	\$ (610.00)	100%
41	Street Lighting (Entrance)	LS	0.00	\$ 2,432.84	-1.00	\$ 2,432.84	\$ (2,432.84)	-1.00	\$ (2,432.84)	100%	-1.00	\$ (2,432.84)	100%
42	Irrigation Repairs	LS	0.00	\$ 2,477.04	-1.00	\$ 2,477.04	\$ (2,477.04)	-1.00	\$ (2,477.04)	100%	-1.00	\$ (2,477.04)	100%
43	Failed Sod Replacement	LS	0.00	\$ 4,401.00	-1.00	\$ 4,401.00	\$ (4,401.00)	-1.00	\$ (4,401.00)	100%	-1.00	\$ (4,401.00)	100%
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET			\$ (9,920.88)	\$ (9,920.88)	\$ (9,920.88)
TOTAL FROM OTHER SHEETS	\$ 1,166,944.70	\$ 649,290.20	\$ 1,911.00	\$ 649,290.20	
<b>GRAND TOTAL</b>	<b>\$ 1,166,944.70</b>	<b>\$ 639,369.32</b>	<b>\$ (8,009.88)</b>	<b>\$ 639,369.32</b>	<b>100%</b>





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: 2014 NRP - Asphalt

NOVI PROJECT NO.: 14-2101

PAYMENT NO.: FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all 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

[Handwritten signature of Aaron J. Staup]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 11/11/16

Pavex Corporation
Contractor Company

[Handwritten signature of Brian Morrison]

By: Brian Morrison
Print Name

Date: 12/15/15

Spalding DeDecker & Associates, Inc.
Consultant Firm

[Handwritten signature of John E. Becht]

By: John E. Becht
Print Name

Date: 09/11/2015

By: Brian Coburn, PE., Engineering Manager

Dated:

[ ] 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**  
AIA DOCUMENT G707

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

**Bond: SSB429918**

TO (OWNER)  
*(Name and Address)*

ARCHITECT'S PROJECT NO:

City Of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: 6/16/2014

PROJECT:  
*(Name and Address)*  
2014 Neighborhood Road Program - Asphalt

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)*

RLI Insurance Company  
9100 South Hills Blvd  
Broadview Heights, OH 44147

, SURETY COMPANY,

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

PAVEX CORPORATION  
2654 Van Horn Road  
Trenton, MI 48183

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to  
*(here insert name and address of Owner)*

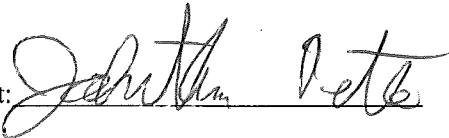
City Of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

, OWNER,


as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this December 17, 2015

Attest:  
Seal



RLI Insurance Company  
Surety Company

  
Signature of Authorized Representative  
Veronda D. Gordon, Attorney-in-Fact





9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

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 this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Veronda D. Gordon, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

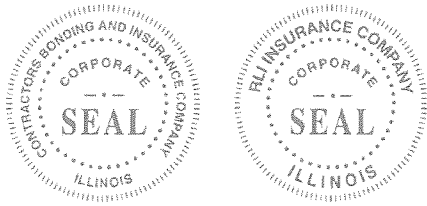
The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and 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 Corporation 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 Corporation. 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 or other electronic image."

IN WITNESS WHEREOF, RLI 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 9th day of October, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company
Barton W. Davis Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, 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 RLI Insurance Company and/or Contractors Bonding and Insurance Company this 17th day of December 2015.

Jacqueline M. Bockler Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company
Barton W. Davis Vice President



## 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 WAYNE

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

PRESIDENT of the PAVEX CORPORATION  
(Title) (Firm Name)

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

NOVI NEIGHBORHOOD ASPHALT RECONSTRUCTION PROGRAM - 2014  
(Description of Improvement)

located at: SUBDIVISION SOUTHWEST OF M-5 AND 14 MILE RD.

The total amount of the contract is \$629,129.32 of which I have received payment of \$603,803.19 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 20TH day of MAY, 2016

Name: PAVEX CORPORATION  
(individual/corporation/partnership)

By: [Signature] (Title)  
BRIAN MORRISON, PRESIDENT

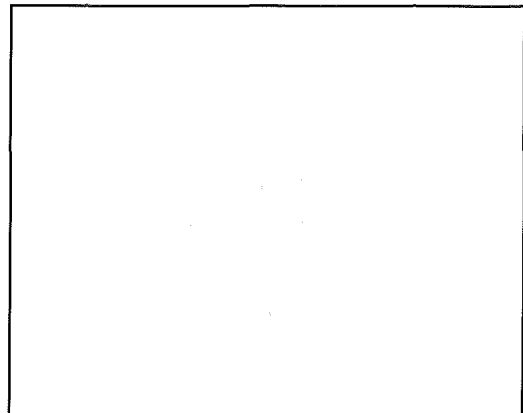
Attest: [Signature] (Title)  
SR. PROJ. MGR.

Subscribed and sworn to before me this 20th day of May, 2016

Notary Public: [Signature]

DOROTHY G. WEATHERLY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Sep 23, 2020  
ACTING IN COUNTY OF Capelee

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

	A	B	C	D	E	G
1		<b>SUBCONTRACTOR</b>	<b>TYPE OF WORK</b>	<b>CONTRACT AMT.</b>	<b>AMT. PAID TO DATE</b>	<b>BALANCE DUE</b>
2		Goretski Construction ✓	Concrete	\$51,583.44	\$51,583.44	\$0.00
3		American Pavement Sawing ✓	Sawcutting	\$5,032.75	\$5,032.75	\$0.00
4		Hoffman Irrigation ✓	Irrigation Repairs	\$1,470.50	\$1,470.50	\$0.00
5		CSI/Geoturf ✓	Geotextile Materials	\$2,043.24	\$2,043.24	\$0.00
6		State Barricades ✓	Materials, Barricades, Drums	\$3,682.10	\$3,682.10	\$0.00
7		Cadillac Asphalt ✓	Asphalt Materials	\$227,120.77	\$227,120.77	\$0.00
8		Tia Marie Trucking ✓	Hauling, Trucking Materials	\$624.19	\$624.19	\$0.00
9		Asphalt Trucks ✓	Hauling, Trucking Materials	\$3,300.00	\$3,300.00	\$0.00
10		Calo & Sons Construction ✓	Hauling, Trucking Materials	\$7,717.71	\$7,717.71	\$0.00
11		Belle Site Development ✓	Hauling, Trucking Materials	\$9,052.50	\$9,052.50	\$0.00
12		C&J Parking Lot Sweeping ✓	Pavement Sweeping	\$14,756.76	\$14,756.76	\$0.00
13		Haynes Enterprise ✓	Hauling, Trucking Materials	\$4,267.00	\$4,267.00	\$0.00
14		Finishing Touch Photo & Video ✓	Pre-Construction Video	\$1,740.00	\$1,740.00	\$0.00
15		Michigan Pipe & Valve ✓	Materials	\$2,020.36	\$2,020.36	\$0.00

DATE: MAY 19, 2016





Site Work • Underground Utilities • Asphalt Paving

---

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide:

**Concrete Work**

---

for the improvement of the property described as:

- **14-019 Novi 2014 Neighborhood Asphalt Program**

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

Goretski Construction (Printed Name of Lien Claimant)

 (Signature of lien claimant)

Signed on: 5 / 13 / 16

**Goretski Construction  
4850 South Hill Rd.  
Milford, MI 48386**

**Telephone: 248-685-1404 Fax: 248-684-7620**

2654 Van Horn Rd Trenton, MI 48183

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide **Concrete Work**

**14-019 Novi 2014 Neighborhood Asphalt Program**

for the improvement of the property described as:

having been fully paid and satisfied, by signing this waiver, all my/our construction

lien rights against such property are hereby waived and released.

American Pavement Sawing  
32840 Manor Park Dr.  
Garden City, MI 48226

\_\_\_\_\_  
(Printed Name of Lien Claimant)

*Brian Morrison*

\_\_\_\_\_  
(Signature of lien claimant)

Signed on: 3 / 18 / 2015

1-734-266-1770 fax: 1774

Telephone: \_\_\_\_\_

2654 Van Horn Rd Trenton, MI 48183

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide **Irrigation Repairs**

for the improvement of the property described as:

**14-019 Novi 2014 Neighborhood Asphalt Program**

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

Adam Hoffman (Printed Name of Lien Claimant) <sup>owner</sup>

Adam Hoffman (Signature of lien claimant)  
Signed on: 9/14/2015

**Hoffman Irrigation  
5217 Copley Square  
Gran Blanc, MI 48439**

810-533-2530 Fax 810-694-1872

Telephone: \_\_\_\_\_

2654 Van Horn Rd Trenton, MI 48183

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com

INV 148736



Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide Fabricated Geotextile Product/ Materials

**14-019 Novi 2014 Neighborhood Asphalt Program**

for the improvement of the property described as:

having been fully paid and satisfied, by signing this waiver, all my/our construction

lien rights against such property are hereby waived and released.

**CSL/Geoturf, Inc.  
P.O. Box 668  
Highland, MI 48357**

\_\_\_\_\_  
(Printed Name of Lien Claimant)

\_\_\_\_\_  
(Signature of lien claimant)

*Tom Robinson  
Contractor*

Signed on: 3/19/15

1-248-887-6767 fax: 0855

Telephone: \_\_\_\_\_

2654 Van Horn Rd Trenton, MI 48183

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com





Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide **Materials/ Barricades/Drums**

**14-019 Novi 2014 Neighborhood Asphalt Program** for the improvement of the property described as: \_\_\_\_\_

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

ADMINISTRATIVE ASSISTANT

*Vanessa Hadley* (Printed Name of Lien Claimant)

*Vanessa Hadley* (Signature of lien claimant)

Signed on: *2/3/15*

State Barricades  
24806 Industrial Hwy  
Warren, MI 48089

Address: \_\_\_\_\_

586-756-8282 fax: 586-754-4385  
Telephone: \_\_\_\_\_

9786 Hawthorne Glen Drive • Grosse Ile, Michigan 48138

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to  
ASPHALT MATERIALS

**14-019 Novi 2014 Neighborhood Asphalt Resurfacing Project**  
for the improvement of the property described as: \_\_\_\_\_

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

*Rob L...*

(Printed Name of Lien Claimant)

*[Handwritten Signature]*

(Signature of lien claimant)

*DIVISION MANAGER*

Signed on: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**Cadillac Asphalt, LLC  
2575 S. Haggerty Rd. Ste.#100  
Canton, MI 48188**

Address: \_\_\_\_\_.

586-203-2616 fax: 734-449-8488  
Telephone: \_\_\_\_\_.

9786 Hawthorne Glen Drive • Grosse Ile, Michigan 48138

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

FULL UNCONDITIONAL WAIVER

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to Provide: **Hauling/ Trucking Materials**

**14-019 Novi 2014 Neighborhood Asphalt Program** for the improvement of the property described as: \_\_\_\_\_

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

Tia Marie Trucking, Inc,  
P.O. Box 531474  
Livonia, MI 48153

*VICE PRESIDENT*

Trena Calo (Printed Name of Lien Claimant)

[Signature] (Signature of lien claimant)

Signed on: 1 / 15 / 2015

248-468-9201 fax 9204  
Telephone: \_\_\_\_\_

9786 Hawthorne Glen Drive • Grosse Ile, Michigan 48138

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide Hauling/ Trucking

**14-Nov 2014 Neighborhood Asphalt Program**

for the improvement of the property described as:

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

Asphalt Trucks  
PO BOX 158  
Marysville, MI 48040

Kathy Stapleton (Printed Name of Lien Claimant)

Kathy Stapleton <sup>SECRETARY</sup> (Signature of lien claimant)

Signed on: 12, 08, 14

1-586-531-2876 fax: 810-454-0556  
Telephone: \_\_\_\_\_

2654 Van Horn Rd Trenton, MI 48183

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com





Site Work • Underground Utilities • Asphalt Paving

---

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide Trucking/ Hauling Materials

---

**14-019 Novi 2014 Neighborhood Asphalt Program**  
for the improvement of the property described as: \_\_\_\_\_

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

**Calo & Sons Construction**

Annette Zywiel <sup>OFFICE MANAGER</sup> (Printed Name of Lien Claimant)

Annette Zywiel (Signature of lien claimant)

Signed on:  / /

P.O. Box 530563 Livonia, MI ~~48150~~ 48153

Address: \_\_\_\_\_

---

248-468-9200 fax 9204

Telephone: \_\_\_\_\_

---

2654 Van Horn Road

Trenton, MI 48183

734-676-6220, telephone

734-818-1685, fax

pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with **PAVEX CORPORATION** to provide (other contracting party) to  
Provide: **Trucking/ Hauling Materials**

**14-019 Novi 2014 Neighborhood Asphalt Program**  
for the improvement of the property described as: \_\_\_\_\_

having been fully paid and satisfied, by signing this waiver, all my/our construction

lien rights against such property are hereby waived and released.

Belle Site Development, Inc.  
5289 Dixie Hwy Ste. A  
Waterford, MI 48329

W Laurencelle (Printed Name of Lien Claimant)

W Laurencelle (Signature of lien claimant)  
OFFICE MANAGER

Signed on: 12 / 22 / 14

248-623-6100 fax 6220

Telephone: \_\_\_\_\_

9786 Hawthorne Glen Drive • Grosse Ile, Michigan 48138

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION, to provide (other contracting party) to  
Provide: **Pavement Sweeping**

**14-019 Novi 2014 Neighborhood Asphalt Program**  
for the improvement of the property described as: \_\_\_\_\_

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

Wendy Cooper (Printed Name of Lien  
Claimant)

Wendy Cooper (Signature of lien claimant)  
Signed on: 12/16/2014

OFFICE MANAGER

**C&J Parking Lot Sweeping, Inc.**  
**2200 E. Ten Mile Rd., Warren, MI 48091**  
Address: \_\_\_\_\_

1-586-759-3668 fax: 0858

Telephone: \_\_\_\_\_

9786 Hawthorne Glen Drive • Grosse Ile, Michigan 48138

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide **Hauling/ Trucking**

**14-019 Novi 2014 Neighborhood Asphalt Program** for the improvement of the property described as:

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

Haynes Enterprise  
P.O. Box 760522  
Lathrup Village, MI 48076

Christopher Loeffel (Printed Name of Lien Claimant)

Christopher Loeffel (Signature of lien claimant)

Vice President

Signed on: 12 / 5 / 14

248-866-4273 fax 248-544-6400

Telephone: \_\_\_\_\_

2654 Van Horn Road  
Trenton, MI 48183  
734-676-6220, telephone  
734-818-1685, fax  
pavexco@gmail.com

# PAVEX

Site Work • Underground Utilities • Asphalt Paving

---

## FULL UNCONDITIONAL WAIVER

14120

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to provide **Pre-Construction Video**

---

**14-019 Novi 2014 Neighborhood Asphalt Program**  
for the improvement of the property described as: \_\_\_\_\_

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

### Finishing Touch Photo & Video

\_\_\_\_\_  
(Printed Name of Lien Claimant)

*[Handwritten Signature]*

*officer*

\_\_\_\_\_  
(Signature of lien claimant)

Signed on: 12/23/14

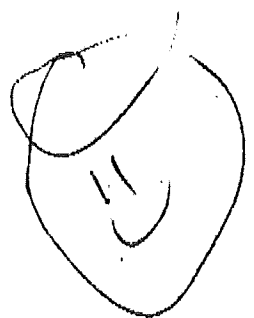
**25095 25 Mile Rd.  
Chesterfield Twnshp., MI 48051**

Address: \_\_\_\_\_

\_\_\_\_\_

586-749-3340 fax 586-242-1969

Telephone: \_\_\_\_\_



---

2654 Van Horn Road

Trenton, MI 48183

734-676-6220, telephone

734-818-1685, fax



Site Work • Underground Utilities • Asphalt Paving

---

**FULL UNCONDITIONAL WAIVER**

My/our contract with, PAVEX CORPORATION to provide (other contracting party) to  
Provide: **Materials**

**14-019 Novi 2014 Neighborhood Asphalt Program**  
for the improvement of the property described as: \_\_\_\_\_

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

**Michigan Pipe & Valve Inc**  
**P.O. Box 4370 Jackson MI 449204-4370**  
Address: \_\_\_\_\_

517-764-9151 fax 9155  
Telephone: \_\_\_\_\_

Michigan Pipe & Valve Inc (Printed Name of Lien Claimant)

Linda Ruter (Signature of lien claimant)

Signed on: 12/19/14

FINANCE MANAGER

9786 Hawthorne Glen Drive • Grosse Ile, Michigan 48138

(734) 676-6220 • Fax (734) 818-1685

pavexco@gmail.com