



## CITY of NOVI CITY COUNCIL

**Agenda Item L**  
**February 27, 2017**

**SUBJECT:** Approval of the final payment to Cross Renovation, Inc. for the Pavilion Shore Park – Restroom Shelter Building project in the amount of \$21,822.96, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Parks, Recreation & Cultural Services Department  
Department of Public Services, Engineering Division GDM

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 21,822.96</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 314,235</b>
<b>LINE ITEM NUMBER</b>	<b>208-691.00-977.086</b>

### BACKGROUND INFORMATION:

Pavilion Shore Park was developed in 2013 for public access with future phases to include a pavilion shelter and restroom facilities. As noted in the October 2014 Parks, Recreation and Cultural Services (PRCS) Capital Needs Assessment that the park was in need of a permanent restroom facility. Based on the assessment and resident requests, the project was budgeted in the 2015-16 Capital Improvement Program to have a combined shelter/restroom facility installed.

The architectural/engineering firm Fishbeck, Thompson, Carr & Huber (FTC&H), Inc. was contracted to design a contemporary structure with some references to the historical legacy of the previous Walled Lake Casino in addition to overseeing the construction of the shelter.

The construction contract was awarded for this project at the March 28, 2016 City Council meeting to Cross Renovation, Inc., in the amount of \$427,777.00.

Engineering staff worked with FTC&H, to review and verify the final contract payment amount of \$21,822.96 that is due to 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 February 2, 2017 letter).

There were two (2) approved change orders issued for this project resulting in a net increase of \$8,682.33 to the construction contract, or 2.0% over the awarded amount. The approved change orders resulted in a final contract project cost of \$436,459.33.

**RECOMMENDED ACTION:** Approval of the final payment to Cross Renovation, Inc. for the Pavilion Shore Park – Restroom Shelter Building project in the amount of \$21,822.96, plus interest earned on retainage.

**PAVILION SHORE PARK – RESTROOM SHELTER**





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

February 2, 2017

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

**Re: *Pavillon Shore Restroom Shelter – Cross Renovation, Inc.  
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Pavilion Shore Restroom Shelter:


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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. A Rider increasing the Maintenance Bond has been provided to cover the increased project cost. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien at the 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

February 2, 2017  
Page 2

**Enclosures**

**C: Cortney Hanson, Clerk (w/Enclosures)**  
**Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)**  
**George Mellistas, Engineering Senior Manager**  
**Thomas R. Schultz, Esquire (w/Enclosures)**



**CITY OF NOVI**

Balance Due This Payment = \$ 21,822.96

PURCHASE ORDER NO.

94768

26300 Lee BeGole Dr.  
Novi, Michigan 48375  
Tel: (248) 347-0454  
Fax: (248) 735-8899

**APPLICATION FOR FINAL PAYMENT**

PROJECT: Pavilion Shore - Restroom/Shelter

NOVI PROJECT NO.: 16-8101

PAYMENT NO.: FINAL

OWNER: City of Novi  
46175 W. Ten Mile Road  
Novi, Michigan 48375

ENGINEER: Flahbeck, Thompson, Carr & Huber, Inc.  
39500 MacKenzie Drive, Suite 100  
Novi, Michigan 48377  
(248) 324-2090

CONTRACTOR: Cross Renovation, Inc.  
34133 Schoolcraft Road  
Livonia, Michigan 48150  
(734) 286-2244

**CONTRACT AMOUNT**

**FINAL COMPLETION DATES**

**DATES OF ESTIMATE**

ORIGINAL: \$427,777.00

ORIGINAL: September 10, 2016

FROM: September 14, 2016

REVISED: \$436,459.33

REVISED: September 18, 2016

TO: November 30, 2016

**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	99.00	\$ 640.00	\$ 63,360.00	99.00	\$ 640.00	\$ 63,360.00	3.50	\$ 2,240.00	4%	28.50	\$ 18,240.00	29%
1	General Conditions	LS	1.00	\$ 32,177.77	\$ 32,177.77	1.00	\$ 32,177.77	\$ 32,177.77				1.00	\$ 32,177.77	100%
2	Sitework	LS	1.00	\$ 56,512.63	\$ 56,512.63	1.00	\$ 56,512.63	\$ 56,512.63				1.00	\$ 56,512.63	100%
3	Foundation	LS	1.00	\$ 28,000.00	\$ 28,000.00	1.00	\$ 28,000.00	\$ 28,000.00				1.00	\$ 28,000.00	100%
4	Carpentry	LS	1.00	\$ 93,792.74	\$ 93,792.74	1.00	\$ 93,792.74	\$ 93,792.74				1.00	\$ 93,792.74	100%
5	Roofing	LS	1.00	\$ 6,666.67	\$ 6,666.67	1.00	\$ 6,666.67	\$ 6,666.67				1.00	\$ 6,666.67	100%
6	Windows/Exterior Doors	LS	1.00	\$ 22,555.56	\$ 22,555.56	1.00	\$ 22,555.56	\$ 22,555.56				1.00	\$ 22,555.56	100%
7	Plumbing	LS	1.00	\$ 39,055.56	\$ 39,055.56	1.00	\$ 39,055.56	\$ 39,055.56				1.00	\$ 39,055.56	100%
8	Mechanical	LS	1.00	\$ 3,866.67	\$ 3,866.67	1.00	\$ 3,866.67	\$ 3,866.67				1.00	\$ 3,866.67	100%
9	Electrical	LS	1.00	\$ 22,051.10	\$ 22,051.10	1.00	\$ 22,051.10	\$ 22,051.10				1.00	\$ 22,051.10	100%
10	Insulation/Drywall	LS	1.00	\$ 3,796.67	\$ 3,796.67	1.00	\$ 3,046.67	\$ 3,046.67				1.00	\$ 3,046.67	100%
11	Masonry	LS	1.00	\$ 75,966.67	\$ 75,966.67	1.00	\$ 75,966.67	\$ 75,966.67				1.00	\$ 75,966.67	100%
12	Sliding/Exterior Trim	LS	1.00	\$ 11,267.78	\$ 11,267.78	1.00	\$ 11,267.78	\$ 11,267.78				1.00	\$ 11,267.78	100%
13	Paint	LS	1.00	\$ 2,663.33	\$ 2,663.33	1.00	\$ 2,663.33	\$ 2,663.33				1.00	\$ 2,663.33	100%
14	Landscaping	LS	1.00	\$ 22,222.22	\$ 22,222.22	1.00	\$ 18,022.22	\$ 18,022.22				1.00	\$ 18,022.22	100%
15	Miscellaneous	LS	1.00	\$ 712.22	\$ 712.22	1.00	\$ 712.22	\$ 712.22				1.00	\$ 712.22	100%
16	Hardware/Accessories	LS	1.00	\$ 6,010.53	\$ 6,010.53	1.00	\$ 6,010.53	\$ 6,010.53				1.00	\$ 6,010.53	100%
17	Punchlist	LS	1.00	\$ 371.10	\$ 371.10	1.00	\$ 371.10	\$ 371.10				1.00	\$ 371.10	100%
18	Final Clean	LS	1.00	\$ 277.78	\$ 277.78	1.00	\$ 277.78	\$ 277.78				1.00	\$ 277.78	100%
<b>TOTAL THIS SHEET</b>					\$ 427,777.00			\$ 422,827.00					\$ 422,827.00	100%



**CITY OF NOVI**

26300 Lee BeGole Dr.  
Novi, Michigan 48375  
Tel: (248) 347-0454  
Fax: (248) 735-5559

**APPLICATION FOR FINAL PAYMENT**

PROJECT: Pavilion Shore - Restroom/Shelter

NOVI PROJECT NO.: 16-8101

PAYMENT NO.: FINAL

**NEW CONTRACT ITEMS**

SECTION 1.				COST OF COMPLETED WORK TO DATE									
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
19	Footing and Pier Rework	LS	1	208-891.00-977.089	1.00	\$ 5,880.00	\$ 5,880.00				1.00	\$ 5,880.00	100%
20	Hand Dryer Substitutions	LS	1	208-891.00-977.089	1.00	\$ 265.00	\$ 265.00				1.00	\$ 265.00	100%
21	Stonehard Flooring System	LS	1	208-891.00-977.089	1.00	\$ 7,487.33	\$ 7,487.33				1.00	\$ 7,487.33	100%
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
TOTAL FROM THIS SHEET							\$ 13,632.33	\$ -			\$ 13,632.33		
TOTAL FROM OTHER SHEETS					\$ 427,777.00		\$ 422,827.00	\$ -			\$ 422,827.00		
GRAND TOTAL					\$ 427,777.00		\$ 436,459.33	\$ -			\$ 436,459.33	100%	



CITY OF NOVI

PURCHASE ORDER NO. 94768

26300 Lee BeGole Dr. Novi, Michigan 48376 Tel: (248) 347-0454 Fax: (248) 738-5859

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Pavilion Shore - Restroom/Shelter NOVI PROJECT NO.: 16-8101 PAYMENT NO.: FINAL

Original Contract Amount: \$ 427,777.00
Change Orders: \$ 8,682.33
Adjusted Contract Amount to Date: \$ 436,459.33
Total Cost of Work Performed to Date: \$ 436,459.33
MINUS Retainage:
MINUS Inspection "Crew Days": To Date 28.60 \$ This Pay 3.90
Net Amt. Earned of Contract and Extra Work to Date: \$ 436,459.33
MINUS L.D.'s: # of days over = \$ amount/day = 3750
Subtotal: \$ 436,459.33
ADD Incentive "Crew Days", if under:
Subtotal: \$ 436,459.33
MINUS Amount of Previous Payments:
1 \$ 83,583.71
2 \$ 99,378.23
3 \$ 101,902.33
4 \$ 138,772.10
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

CHANGE ORDERS table with columns: No., Date, Amount. Includes entries for August 6, 2016 and September 16, 2016.

BALANCE DUE THIS PAYMENT: \$ 21,822.96





CITY OF NOVI

26300 Lee BeGole Dr.  
Novi, Michigan 48378  
Tel: (248) 347-0454  
Fax: (248) 735-6699

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Pavilion Shore - Restroom/Shelter

NOVI PROJECT NO.: 16-8101

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

  
Digitally signed by Mike Butch  
cn=Mike Butch, o=FTCH, ou=Architectural Department, email=mbutch@ftch.com, c=US  
2017.02.03 14:36:17 -05'00'  
CONTRACTOR - Electronic Signature Certification

  
Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering Division, email=aastaup@cityofnovi.org, c=US  
Date: 2017.02.03 13:16:00 -05'00'  
Aaron Staup, Construction Engineering Coordinator  
Electronic Signature Certification

  
cn=Mark Mitchell, o=FTCH, ou=Architectural Department, email=mpitchell@ftch.com, c=US  
2017.02.03 14:36:17 -05'00'  
Fishbeck, Thompson, Carr & Huber, Inc.  
CONSULTANT - Electronic Signature Certification

  
Digitally signed by George Melton  
DN: cn=George Melton, o=City of Novi, ou=Engineering Division, email=gmelton@cityofnovi.org, c=US  
Date: 2017.02.03 13:46:14 -05'00'  
Rob Hayes, P.E., DPS Director/City Engineer  
Electronic Signature Certification

- All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.



 **Document G707™ – 1994**

**Consent Of Surety to Final Payment**

Bond # 1050435

**PROJECT:** *(Name and Address)*

Park Shelter/Restroom Construction

PO Number 000094768

**TO OWNER:** *(Name and Address)*

City of Novi

45175 Ten Mile Rd, Novi, MI 48375

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** General Construction

**CONTRACT DATED:** 3/30/2016

OWNER: []  
ARCHITECT: []  
CONTRACTOR: []  
SURETY: []  
OTHER: []

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(insert name and address of Surety)*

The Hanover Insurance Company  
440 Lincoln St, WORCESTER, MA 01653

, SURETY,

on bond of

*(insert name and address of Contractor)*

CROSS RENOVATION, INC. 34133 Schoolcraft Road Livonia, MI 48150

, 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 Ten Mile Rd 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 on this: January 10, 2017

*(insert in writing the month followed by the numeric date and year.)*

The Hanover Insurance Company

*(Surety)*



*Signature of Authorized Representative*

Connie Smith, Attorney-In-Fact



Attest: Rachel A. Hohnstadt, Witness

(Seal)

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Michael J. Douglas, Chris Steingel, Christopher M. Kemp, Robert Downey and/or Connie Smith**

of Hudson, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

*"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)*

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 20th day of December 2011.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Bronstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF WORCESTER } ss.

On this 20th day of December 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

*"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)*

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 18<sup>th</sup> day of Jan 20 17

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

John Margosian, Vice President



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653  
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843  
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Increase Rider

To be attached to and form a part of Bond No. 1050435 issued  
 by THE HANOVER INSURANCE COMPANY and/or MASSACHUSETTS BAY INSURANCE COMPANY, on behalf of  
 Cross Renovation, Inc.

In favor of City of Novi  
 in the amount of \$ 427,777.00  
 effective \_\_\_\_\_

It is hereby understood and agreed that the aforesaid bond is increased in the amount of  
 Eight Thousand Six Hundred Eighty-Two and 33/100

\_\_\_\_\_ DOLLARS (\$ 8,682.33 )  
 as of 01/23/2017 making the total penalty under  
 said bond Four Hundred Thirty-Six Thousand Four Hundred Fifty-Nine and 33/100  
 \_\_\_\_\_ DOLLARS (\$ 436,459.33 )

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations  
 of the above mentioned bond, other than as above stated.

Signed, sealed and dated 01/23/2017

Cross Renovation, Inc.

By: \_\_\_\_\_  
 (Principal)

THE HANOVER INSURANCE COMPANY

By: Connie Smith  
 Connie Smith (Attorney-in-fact)

MASSACHUSETTS BAY INSURANCE COMPANY

By: \_\_\_\_\_  
 (Attorney-in-fact)

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS, That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Michael J. Douglas, Chris Stainagel, Christopher M. Kemp, Robert Downey and/or Connie Smith

of Hudson, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 20th day of December 2011.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF WORCESTER } ss.

On this 20th day of December 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20 day of JAN 20 11

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

John Margolian, 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

Principal of the Cross Renovation, Inc.  
(Title) (Firm Name)

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

Novi Park Pavilion  
(Description of Improvement)

located at: Novi

The total amount of the contract is \$436,459.33 of which I have received payment of \$414,636.37 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 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 12 day of JAN, 2017

Name: Michael Butcher  
(Individual/corporation/partnership)

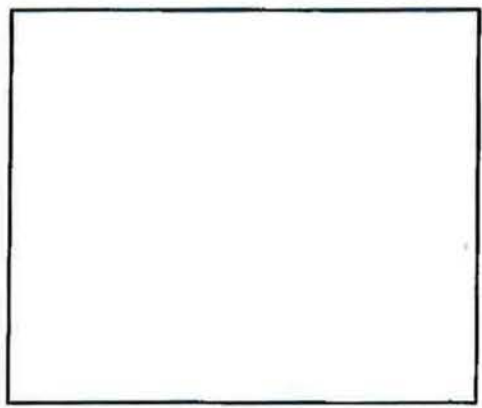
By: [Signature] (Title) Attest: Principal (Title)

Subscribed and sworn to before me this 12 day of JAN, 2017

Notary Public: [Signature]

GARY L. CZARNIK  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Mar 22, 2018  
ACTING IN COUNTY OF

NOTARY SEAL







## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

Timber for the improvement of the property  
(Type of service)

described as Novi Pavilion Restroom/Shelter  
(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: 1/23/17

Matthew Becker  
(Signature of Lien Claimant)

Matthew Becker  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: Heavy Timber Specialists, LLC

Address: PO Box 608 Davison, MI 48423

Telephone: 810-836-5711

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



FULL UNCONDITIONAL WAIVER

My/our contract with Pure Michigan Masonry to provide Labor/ or Material for the Improvement described as Novi Shore Park Pavilion Project

having been fully paid and satisfied, 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 owners or lessees 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.

Signed on:

10/15/16

  
(signature of lien claimant) president

Bryan Cayman  
Telephone: 810 599 3870

Pure MI Masonry  
3112 North Nicholson Rd  
Farmerville, MI 48836

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

Windows for the improvement of the property  
(Type of service)

described as Novi Pavilion Restroom/Shelter  
(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: 11/15/16

  
(Signature of Lien Claimant)

William Gardella  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: Williams Glass & Building Company

Address: 26325 W. Eight Mile Rd Redford, MI 48240

Telephone: 313-541-4500

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

Electrical work for the improvement of the property  
(Type of service)

described as Novi Pavilion Restroom/Shelter  
(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: 9/16/16

  
(Signature of Lien Claimant)

John E. McNulty  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: McNulty Electric, Inc.

Address: 7070 S. Lakeshore Rd. Lexington, MI 48450

Telephone: 810-359-5451

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

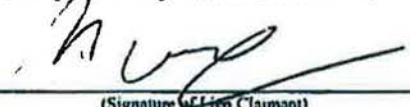
Masonry work for the improvement of the property  
(Type of service)

described as Novi Pavilion Restroom/Shelter  
(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: 1/12/17

  
(Signature of Lien Claimant)

Michael Caskay  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: MGI, Inc.

Address: 14298 Balmoral Riverview, MI 48193

Telephone: 734-502-9223

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

Flooring for the improvement of the property  
(Type of service)

described as Novi Pavillon Restroom/Shelter  
(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: 1/12/17

Abbie McAleer  
(Signature of Lien Claimant)

Abbie McAleer  
(Printed Name of Lien Claimant)

Supervisor, Midwest & North Central Regions  
(Title of Lien Claimant)

Company Name: Stonhard

Address: 1000 East Park Ave. Maple Shade, NJ 08052

Telephone: 856-292-6717

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

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

**Identifying Information**

Name of Claimant: USA Plumbing & Sewer Service, Inc.

Name of Customer: Cross Renovation, Inc. PO 3694

Job Location: Novi Pavilion Shore Park BH-450

Owner: City of Novi

Through Date: 6/30/16

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ \$270.00 c/d#15621

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature  
Claimant's Signature:  **KIMBERLY SLATING-FLYNN**  
Claimant's Title: President **USA PLUMBING**  
Date of Signature: 7/15/16 **PRESIDENT**

**PARTIAL UNCONDITIONAL WAIVER**

We have a contract with CROSS RENOVATION  
(other contracting party)

to provide PLUMBING for the improvement to the property described as:

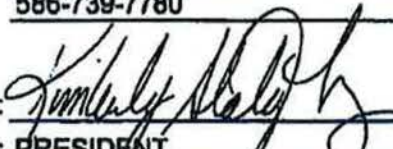
**PAVILLION SHORE PARK-NOVI**

and by signing this waiver waive our construction lien to the amount \$ 9,600.30

for labor/materials provided through July 31, 2016  
(date)

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

USA PLUMBING & SEWER SERVICE INC.  
15900 32 MILE ROAD  
RAY TOWNSHIP, MI 48096  
586-739-7780

By:   
Its: PRESIDENT

Signed on: August 1, 2016  
date

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

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

**Identifying Information**

Name of Claimant: USA Plumbing & Sewer Service, Inc.

Name of Customer: Cross Renovation, Inc.

Job Location: Pavilion Shore Park

Owner: City of Novi, MI

Through Date: 9/23/2016 PO 3694 \$20,729.70 Pmt.

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 20,729.70

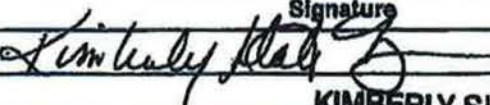
**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature



Claimant's Title:

**KIMBERLY SLATING-FLYNN**

Date of Signature:

11-10-16

**USA PLUMBING  
PRESIDENT**





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

Doors & Openings for the improvement of the property  
(Type of service)

described as Novi Pavilion Restroom/Shelter  
(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: 1/10/17

  
(Signature of Lien Claimant)

Mike Tanner  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: Tanner Supply Company

Address: PO Box 118097 Toledo, OH 43611

Telephone: 734-847-5446

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

Cement Work for the improvement of the property  
(Type of service)

described as Novi Pavilion Restroom/Shelter  
(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: 1/9/17 *Robert Lombardo*  
(Signature of Lien Claimant)

Robert Lombardo  
(Printed Name of Lien Claimant)

Owner  
(Title of Lien Claimant)

Company Name: D&B Cement, Inc.

Address: 4313 Stevens Dr. Capac, MI 48014

Telephone: 810-533-3514

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



**FULL UNCONDITIONAL WAIVER**

We have a contract with Cross Renovation, Inc. to provide Labor and/or Materials for the improvement to the property described as

***Novi LakeSide Pavilion***

By signing this waiver, we hereby waive our construction lien to the amount of \$2,415.00.

This waiver, together with all previous waivers, if any, (circle one) **does**/does not covers all amounts due to us for contract improvement.

DATE: 12/02/2016

A handwritten signature in blue ink, appearing to read 'Michael Butcher', written over a horizontal line.

(Signature of Lien Claimant)

Michael Butcher, CEO  
(Printed Name and Title)

Address: 34133 Schoolcraft Rd., STE.2  
Livonia, MI 48150

Telephone: 734-619-6739

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

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**FULL UNCONDITIONAL WAIVER**

We have a contract with Cross Renovation, Inc. to provide Labor and/or Materials for the improvement to the property described as

***Novi LakeSide Pavilion***

By signing this waiver, we hereby waive our construction lien to the amount of \$21,549.00

This waiver, together with all previous waivers, if any, (circle one) **does** does not covers all amounts due to us for contract improvement.

DATE: 12/02/2016

  
(Signature of Lien Claimant)

Michael Butcher, Owner  
(Printed Name and Title)

Address: 34133 Schoolcraft Rd., STE.1  
Livonia, MI 48150

Telephone: 313-749-9108

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

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**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with \_\_\_\_\_ Cross Renovation, Inc. \_\_\_\_\_ to provide  
(Prime Contracting Party)

\_\_\_\_\_ Cement/Block Materials \_\_\_\_\_ for the improvement of the property  
(Type of service)

described as \_\_\_\_\_ Novi Park Shore Pavilion \_\_\_\_\_  
(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: 1-23-17.

Karoline M. Salmeo agent  
(Signature of Lien Claimant)

Karoline M. Salmeo  
(Printed Name of Lien Claimant)

FENDT BUILDERS SUPPLY Inc. agent  
(Title of Lien Claimant)

Company Name: Fendt Builders Supply, Inc.

Address: 22005 Gill Rd. PO Box 418 Farmington Hills, MI 48332

Telephone: 248-474-3211

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

Roofing for the improvement of the property  
(Type of service)

described as Novi Pavilion Restroom/Shelter  
(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: 10/20/16

  
(Signature of Lien Claimant)

Robert Watts  
(Printed Name of Lien Claimant)

Owner  
(Title of Lien Claimant)

Company Name: Watts Roofing

Address: 11040 Grames Rd. Maybee, MI 48159

Telephone: 734-584-5776

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cross Renovation, Inc. to provide  
(Prime Contracting Party)

Landscaping for the improvement of the property  
(Type of service)

described as Novi Pavilion Restroom/Shelter  
(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: 10/18/16



(Signature of Lien Claimant)

Kate Wilfong

(Printed Name of Lien Claimant)

Account Manager

(Title of Lien Claimant)

Company Name: Bell Landscaping

Address: 5247 N. Westervelt Rd. Saginaw, MI 48604

Telephone: 989-752-2641

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