



**CITY of NOVI CITY COUNCIL**

**Agenda Item J  
June 16, 2014**

**SUBJECT:** Approval of the final payment to Nagle Paving Company for the Police Station West Parking Lot rehabilitation project in the amount of \$2,424.71.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RH*  
Department of Public Safety *BSC*

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

<b>EXPENDITURE REQUIRED</b>	<b>\$2,424.71</b>
<b>AMOUNT BUDGETED</b>	<b>\$64,430</b>
<b>LINE ITEM NUMBER</b>	<b>101-301.00-976.000</b>

**BACKGROUND INFORMATION:**

This project included the rehabilitation of the west parking lot at the Police Department. The construction contract was awarded for this project at the August 26, 2013 City Council meeting to Nagle Paving Company in the amount of \$51,403. Engineering staff worked with the engineering consultant for this project, Orchard, Hiltz & McCliment, to review and verify the final contract payment amount of \$2,424.71 that is due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's June 3, 2014 letter, attached).

There was only one (1) change order issued for this project. Change Order No. 1 involved adjusting and balancing quantities of the original contract. The change order resulted in an overall decrease of \$2,908.89 to the contract. The contractor also incurred two days of liquidated damages and 2.5 crew days beyond what was originally approved, deducting another \$2,400.00 from the contract. The approved change order and deductions resulted in a final contract price of \$46,094.11.

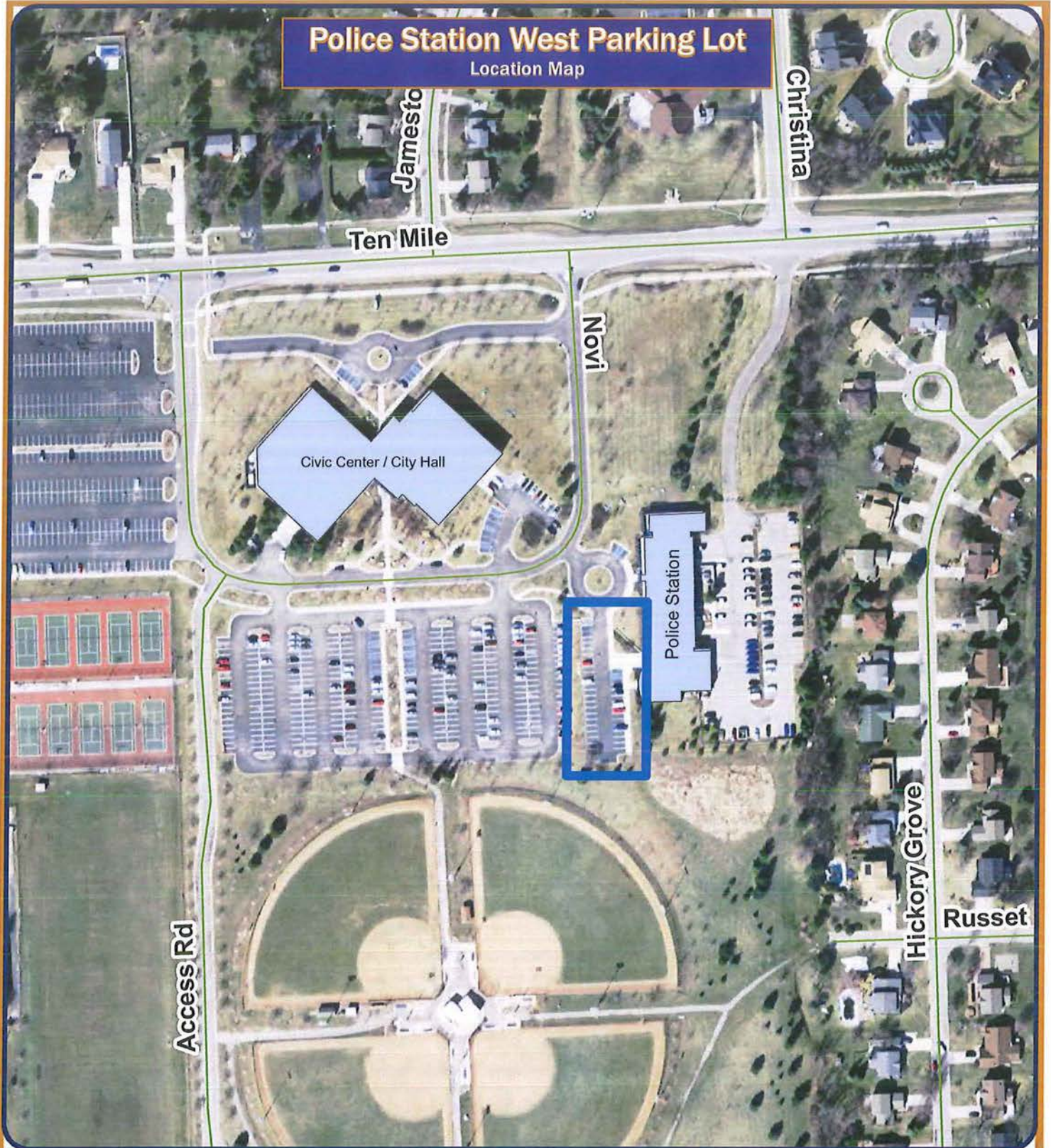
**RECOMMENDED ACTION:** Approval of the final payment to Nagle Paving Company for the Police Station West Parking Lot rehabilitation project in the amount of \$2,424.71.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

# Police Station West Parking Lot

Location Map



Map Author: M. D. McCreddie Jr  
Date: 8/19/13  
Project: Police Stations West Parking Lot  
Version #: 1

Amended By:  
Date:  
Department:

#### 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.



## City of Novi

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

0 40 80 160 240 320  
Feet

1 inch = 200 feet



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.johnsonrosati.com

June 3, 2014

Aaron Staup, Construction Engineering Coordinator  
City of Novi -- Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**RE: Police West Parking Lot Improvements  
*Nagle Paving Company***

Dear Mr. Staup:

We have received and reviewed the following closing documents for the Police West Parking Lot Improvements Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

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

Elizabeth Kudla Saarela

EKS  
Enclosures

Aaron Staup, Construction Engineering Coordinator  
June 3, 2014  
Page 2

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Victor Cardenas, Interim City Manager (w/Enclosures)  
Rob Hayes, DPS Director (w/Enclosures)  
Carl Johnson, Finance Director (w/Enclosures)  
Jessica Dorey, Deputy Finance Director (w/Enclosures)  
Brian Coburn, Engineering Manager (w/Enclosures)  
Chris Donajkowski, OHM (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

ARCHITECTS. ENGINEERS. PLANNERS.



May 27, 2014

Mr. Aaron Staup  
Construction Engineering Coordinator  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Regarding: Police West Parking Lot Improvements  
OHM Job No. 0163-13-0063

Dear Mr. Staup:

Enclosed is the FINAL Payment Application and close out documents for the referenced project. These documents are as follows: 1) Contractor's Sworn Statement / Schedule B; 2) Full Unconditional Waivers; and 3) Consent of Surety.

Nagle Paving Company has completed the work shown on the attached construction estimate for the period ending May 21, 2014 and we would recommend payment to the Contractor in the amount of **\$2,424.71**

Sincerely,  
OHM Advisors

A handwritten signature in blue ink that reads "Chris S. Donajkowski". The signature is written in a cursive style and is positioned above a horizontal line.

Chris S. Donajkowski  
Field Client Representative

cc: Sean Morrissey, Nagle Paving Company  
Jacob Rushlow, P.E., OHM  
File

P:\0126\_0165\0163130060\_Police\_Parking\_Lot\_West\\_CONST\Estimates\_CO\Estimates\No. (final)\Novi Police West Parking Lot\_Estimate FINAL.doc



# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** Police West Parking Lot Improve.

**NOVI PROJECT NO.:** 13-8002

**PAYMENT NO.:** FINAL

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

**ENGINEER:** Orchard, Hiltz & McClimment Advisors  
 34000 Plymouth Road  
 Livonia, Michigan 48150  
 (734) 522-6711

**CONTRACTOR:** Nagle Paving Company  
 39525 W. 13 Mile, Suite 300  
 Novi, Michigan 48377  
 (248) 553-0600

**CONTRACT AMOUNT**

**FINAL COMPLETION DATE**

**DATES OF ESTIMATE**

**ORIGINAL:** \$51,403.00

**ORIGINAL:** November 3, 2013

**FROM:** November 10, 2013

**REVISED:** \$48,494.11

**REVISED:** November 5, 2013

**TO:** May 21, 2014

**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	8.00	\$ 640.00	\$ 5,120.00	8.00	\$ 640.00	\$ 5,120.00				10.50	\$ 6,720.00	131%
1	Mobilization, Max 10%	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
2	Audio Video Route Survey	LS	1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
3	Traffic Maintenance and Control	LS	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
4	Erosion Control, Inlet Filter	EA	1.00	\$ 85.00	\$ 85.00	1.00	\$ 85.00	\$ 85.00				1.00	\$ 85.00	100%
5	Pavement Removal	SY	1628.00	\$ 3.00	\$ 4,884.00	1565.80	\$ 3.00	\$ 4,697.40				1565.80	\$ 4,697.40	100%
6	Curb and Gutter, Removal	LF	150.00	\$ 8.00	\$ 1,200.00	164.00	\$ 8.00	\$ 1,312.00				164.00	\$ 1,312.00	100%
7	Aggregate Base, 21AA	TON	170.00	\$ 15.00	\$ 2,550.00	96.07	\$ 15.00	\$ 1,441.05				96.07	\$ 1,441.05	100%
8	Aggregate Base, 21AA, 6"	SY	90.00	\$ 11.00	\$ 990.00	107.67	\$ 11.00	\$ 1,184.37				107.67	\$ 1,184.37	100%
9	Subgrade Undercutting, Type II	CY	80.00	\$ 40.00	\$ 3,200.00	0.00	\$ 40.00	\$ -				0.00	\$ -	
10	HMA, 3C	TON	180.00	\$ 75.00	\$ 13,500.00	190.00	\$ 75.00	\$ 14,250.00				190.00	\$ 14,250.00	100%
11	HMA, 13A	TON	180.00	\$ 75.00	\$ 13,500.00	169.59	\$ 75.00	\$ 12,719.25				169.59	\$ 12,719.25	100%
12	Sidewalk, Conc, 4-inch	SF	72.00	\$ 4.50	\$ 324.00	73.50	\$ 4.50	\$ 330.75				73.50	\$ 330.75	100%
13	Sidewalk Ramp, Conc, 6-inch	SF	630.00	\$ 5.00	\$ 3,150.00	641.17	\$ 5.00	\$ 3,205.85				641.17	\$ 3,205.85	100%
14	Curb and Gutter, Concrete	LF	150.00	\$ 18.00	\$ 2,700.00	164.00	\$ 18.00	\$ 2,952.00				164.00	\$ 2,952.00	100%
15	Structure, Reconstruct	VF	2.00	\$ 250.00	\$ 500.00	1.60	\$ 250.00	\$ 400.00				1.60	\$ 400.00	100%
16	Underdrain, Subgrade, 8-inch	LF	10.00	\$ 25.00	\$ 250.00	54.00	\$ 25.00	\$ 1,350.00				54.00	\$ 1,350.00	100%
17	Pavt. Marking, 4-inch, White	LF	600.00	\$ 0.25	\$ 150.00	600.75	\$ 0.25	\$ 150.19				600.75	\$ 150.19	100%
18	Pavt. Marking, 4-inch, Blue	LF	140.00	\$ 1.00	\$ 140.00	144.50	\$ 1.00	\$ 144.50				144.50	\$ 144.50	100%
19	Pavt. Marking, 4-inch, Green	LF	60.00	\$ 1.00	\$ 60.00	51.75	\$ 1.00	\$ 51.75				51.75	\$ 51.75	100%
20	Pavt. Marking, Handicap Symbol	EA	4.00	\$ 45.00	\$ 180.00	4.00	\$ 45.00	\$ 180.00				4.00	\$ 180.00	100%
21	Pavt. Mrkg, Waterborne, Electrical Vehic	EA	2.00	\$ 45.00	\$ 90.00	2.00	\$ 45.00	\$ 90.00				2.00	\$ 90.00	100%
22	Topsoil, Seed & Mulch, 3-inch	LS	1.00	\$ 650.00	\$ 650.00	1.00	\$ 650.00	\$ 650.00				1.00	\$ 650.00	100%

TOTAL THIS SHEET

\$ 51,403.00

\$ 48,494.11

\$ -

\$ 48,494.11

100%



# CITY OF NOVI

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

Section 2.

## APPLICATION FOR FINAL PAYMENT

PROJECT: Police West Parking Lot Improve.

NOVI PROJECT NO.: 13-8002

PAYMENT NO.:

FINAL

Original Contract Amount: \$ 51,403.00

Change Orders: \$ (2,908.89)

Adjusted Contract Amount to Date: \$ 48,494.11

Total Cost of Work Performed to Date: \$ 48,494.11

MINUS Retainage: \$ -

MINUS Inspection "Crew Days": To Date 

0%
10.50
0.00

 \$ 1,600.00

This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 46,894.11

MINUS L.D.'s: # of days over = 

2
---

 \$ 800.00

\$ amount/day = 

\$400
-------

Subtotal: \$ 46,094.11

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

Subtotal: \$ 46,094.11

MINUS Amount of Previous Payments: \$ 43,669.40

- 1 \$ 43,669.40
- 2 \$ -
- 3 \$ -
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

**BALANCE DUE THIS PAYMENT: \$ 2,424.71**

### CHANGE ORDERS

No.	Date	Amount
1	December 2, 2013	\$ (2,908.89)

**TOTAL: \$ (2,908.89)**

Inspection "Crew Days" Allowed per Contract:	8.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	8.00
Inspection "Crew Days" Used to Date:	10.50
Inspection "Crew Days" Remaining:	-2.50



# 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: Police West Parking Lot Improve.

NOVI PROJECT NO.: 13-8002

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.

Nagle Paving Company  
Contractor Company

*Sean Morawey*  
Contractor Authorized Signature

By: SEAN MORAWEY  
Print Name

Date: 5-23-2014

Orchard, Hiltz & McCliment Advisors  
Consultant Firm

*Chris S. Donajkowski*  
Consultant Authorized Signature

By: Chris S. Donajkowski  
Print Name

Date: 5-27-2014

CITY OF NOVI

*Aaron J. Staup*

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 5/30/14

*Brian Coburn*

By: Brian Coburn, PE., Engineering Manager

Dated: 6/4/14



CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
AIA DOCUMENT G707

Owner \_\_\_\_\_  
Architect \_\_\_\_\_  
Contractor \_\_\_\_\_  
Surety \_\_\_\_\_  
Other \_\_\_\_\_ **929573838**

**PROJECT: Police West Parking Lot Improvements**  
(name, address)

**TO: (Owner)**  
**City of Novi**  
**45175 West 10 Mile Rd**  
**Novi, MI 48375-3024**

**ARCHITECT'S PROJECT NO:**  
**CONTRACT FOR: Contract Bond**

**CONTRACT DATE:**

**CONTRACTOR:**  
**Nagle Paving Company**  
**39525 West 13 Mile Road**  
**Novi, MI 48377**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

**Western Surety Company**  
**One Towne Square, Suite 1075**  
**Southfield, Michigan 48076**

,SURETY COMPANY

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

**Nagle Paving Company**  
**39525 West 13 Mile Road**  
**Novi, Michigan 48377**

,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 West 10 Mile Rd**  
**Novi, Michigan 48375-3024**

,OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **20th** day of **May**, **2014**

Surety Company  
**Western Surety Company**

Signature of Authorized Representative

Attest:  
(Seal):

*Dorcas M. Turner*

**Susan L Small - Attorney-In-Fact**

Title

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steven K Brandon, T J Griffin, William A Pirret, John L Budde, Susan L Small, Terence J Griffin, Individually**

of Farmington Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of April, 2014.



WESTERN SURETY COMPANY

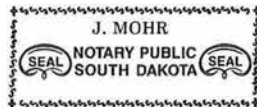
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of April, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of May, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



## CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF           Oakland          

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

MANAGER / ENGR. of the           Nagle Paving Company          ,  
(Title) (Firm Name)

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

Police West Parking Lot Improvements  
(Description of Improvement)

located at: City of Novi

The total amount of the contract is           \$48,494.11           of which I have received payment of           \$43,669.40           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 23<sup>rd</sup> day of MAY, 2014

Name: [Signature]  
(individual/corporation/partnership)

By: MANAGER (ENG) Attest: [Signature]  
(Title) (Title)

Subscribed and sworn to before me this 23 day of May, 2014

Notary Public: [Signature]

**NOTARY SEAL**

DAWN M. CONLON  
Notary Public, State of Michigan, County of Macomb  
My Commission Expires December 27, 2018  
Acting in the County of Oakland

## SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor or Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Mainella Cement	Concrete work	\$8,744.00	\$8,744.00		0.0%	\$0.00
Metro Pavment Marking	Striping	\$450.00	\$450.00		0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
<b>TOTALS</b>		<b>\$9,194.00</b>	<b>\$9,194.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: <u>          \$51,403.00</u>	Work Completed to Date: <u>          \$48,494.11</u>
Plus: Extras to Contract: <u>          \$0.00</u>	Less: Total Retainage: <u>          \$0.00</u>
Total: Contract plus Extras: <u>          \$51,403.00</u>	Less: Amount Previously Paid: <u>          \$43,669.40</u>
Less: Credits to Contract: <u>          \$2,908.89</u>	Less: Amount of this Request: <u>          \$2,424.71</u>
<b>Total: Adjusted Contract: <u>          \$48,494.11</u></b>	<b>Total Balance Due: <u>          \$0.00</u></b>

**FULL UNCONDITIONAL WAIVER**

My/our contract with Nagle Paving Company  
(other contracting party)

to provide Concrete Work

for the improvement to the property described as: Novi Police Dept

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

*GIUSEPPE MAINELLA*  
*OWNER*

By: Mainella Cement LLC  
*Giuseppe Mainella*  
(signature of lien claimant)

Address: 18327 Hampton Ct

Livonia MI 48152

Telephone: 248 640 2993

Signed on: 5-22-2014  
(date)

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

**THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.**

**FULL UNCONDITIONAL WAIVER**

My/our contract with Nagle Paving  
(other contracting party)  
to provide striping/signs

for the improvement to the property described as: Novi Police Station

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

Metro Pavement Striping  
By: MIKE HOLYCROSS PRESIDENT  
(signature of lien claimant)  
Address: 4619 Hanan  
Wayne, MI 48184  
Telephone: 734 629 8331 phone 734 728 1305 fax

Signed on: 5-22-14  
(date)

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

**THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.**



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with to provide Nagle Paving Company  
(Prime Contracting Party)

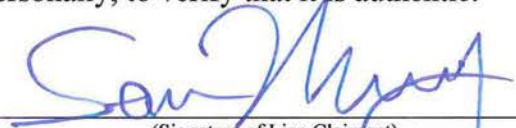
Parking Lot Construction for the improvement of the property  
(Type of service)

described as Novi-Police West Parking Lot Improvements  
(Project Name)

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

If the improvement is provided to 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: 5-23-2014

  
(Signature of Lien Claimant)

SEAN MORRISSEY  
(Printed Name of Lien Claimant)

MANAGER / ENGINEER  
(Title of Lien Claimant)

Company Name: Nagle Paving Company

Address: 39525 W. 13 Mile Ste 300 Novi MI

Telephone: 248 553-0600

48377

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