



**CITY of NOVI CITY COUNCIL**

**Agenda Item M  
February 29, 2016**

**SUBJECT:** Approval of the final payment to Nagle Paving Company for the Civic Center North Parking Lot and Power Park Pathways Rehabilitation project in the amount of \$12,000, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC RJA*  
Department of Parks, Recreation and Cultural Services

**CITY MANAGER APPROVAL:** *RA*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 12,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 53,000 (Civic Center Parking Lot)</b> <b>\$ 6,945 (Power Park Drainage Improvements)</b> <b>\$ 54,040 (Power Park Pathways)</b> <b>\$ 113,985 TOTAL</b>
<b>LINE ITEM NUMBER</b>	<b>101-442.10-971.100 (Civic Center Parking Lot)</b> <b>210-211.00-865.294 (Drainage Improvements)</b> <b>208-691.00-974.096 (Power Park Pathways)</b>

**BACKGROUND INFORMATION:**

This project was a combination of two separate line items in the Capital Improvement Plan: 1) Civic Center North Parking Lot Improvements and 2) Power Park Pathways Rehabilitation.

Improvements to the north Civic Center Parking Lot included pavement replacement in areas that had shown significant deterioration, and crack repair and patching in other areas.

In Power Park, there was approximately 1,500 feet of asphalt pathway that had shown varying levels of deterioration. The original plan was to perform crack repairs on the portions of pathway that were in fair condition, while rehabilitating other areas by way of an asphalt overlay. At the time construction was to begin, further inspection revealed that an overlay would not be the prudent fix. It was determined and agreed to that the rehabilitated areas should be fully reconstructed. Therefore, those rehabilitation portions of pathway were deleted from the contract. The Parks, Recreation and Cultural Services Department will release a future project entailing a reconstructed effort when more funding becomes available.

The construction contract was awarded for this project at the May 11, 2015 City Council meeting to Nagle Paving Company in the amount of \$96,006.00.

Engineering staff worked with the engineering consultant for this project, URS Corporation, to review and verify the final contract payment amount of \$12,000 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's February 2, 2016 letter, attached).

There were two (2) approved change order issued for this project resulting in a net decrease of \$19,263.50 to the construction contract, or 20.1% under the awarded amount. Most changes were a result of decreased quantities due to removing the areas of pathways in Power Park that are to be reconstructed in the future and balancing of originally projected amounts. The approved change orders resulted in a final contract price of \$76,742.50.

**RECOMMENDED ACTION:** Approval of the final payment to Nagle Paving Company for the Civic Center North Parking Lot and Power Park Pathways Rehabilitation project in the amount of \$12,000, 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>				



# Civic Center North Parking Lot Rehabilitation and Power Park Pathways Rehabilitation

Location Map

Ten Mile Rd

Civic Center North Parking  
Lot Rehabilitation

Power Park Pathways  
Rehabilitation



Map Author: Croy  
Date: 10/13/14  
Project: Civic Center / Power Park  
Version #: v1.0

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.



1 inch = 250 feet



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



## CIVIC CENTER NORTH LOT AND POWER PARK PATHWAYS REHABILITATION



Looking east towards Civic Center – North Parking Lot from Novi Way



Looking east along handicapped lot towards North Lot circle





**New Power Park Pathway spur from playground to ball fields**



**Rehabilitated Power Park Pathway intersection at north end of playground**



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, 2016

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

**Re: *Civic Center North Lot/Power Park Paths Project – Nagle Paving Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Civic Center North Lot/Power Park Paths Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The existing Maintenance Bond amount is adequate for the final project cost. The General Contractor has provided its final waiver of lien.

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  
February 2, 2016  
Page 2

EKS

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)  
Mark Koskinen, URS Corporation (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)







# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Civic Ctr N Lot/Power Park Paths      NOVI PROJECT NO.: 15-8401      PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Division 2 - Power Park Pathways GL#208-691.00-974.096 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	%
9	Traffic Control and Access	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
10	HMA Surface, Removal	SY	260.00	\$ 15.00	\$ 3,900.00	187.00	\$ 15.00	\$ 2,805.00				187.00	\$ 2,805.00	100%
11	Cold Milling HMA Surface	SY	18.00	\$ 40.00	\$ 720.00	0.00	\$ 40.00					0.00		
12	Pathway Grading	FT	350.00	\$ 12.00	\$ 4,200.00	260.00	\$ 12.00	\$ 3,120.00				260.00	\$ 3,120.00	100%
13	Pavement, Cleaning	LS	1.00	\$ 850.00	\$ 850.00	1.00	\$ 850.00	\$ 850.00				1.00	\$ 850.00	100%
14	Subgrade Undercutting, Type II	CY	10.00	\$ 55.00	\$ 550.00	0.00	\$ 55.00					0.00		
15	Agg Base, 21AA, Limestone, 6"	SY	275.00	\$ 16.00	\$ 4,400.00	258.00	\$ 16.00	\$ 4,128.00				258.00	\$ 4,128.00	100%
16	Overband Crack Seal, Special	FT	1550.00	\$ 2.00	\$ 3,100.00	1310.00	\$ 2.00	\$ 2,620.00				1310.00	\$ 2,620.00	100%
17	Hand Patching	TON	12.00	\$ 160.00	\$ 1,920.00	0.00	\$ 160.00					0.00		
18	HMA, 13A	TON	178.00	\$ 125.00	\$ 22,250.00	56.80	\$ 125.00	\$ 7,100.00				56.80	\$ 7,100.00	100%
19	24-inch Drain Basin	EA	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
20	8-inch N-12 Sewer	FT	32.00	\$ 50.00	\$ 1,600.00	26.00	\$ 50.00	\$ 1,300.00				26.00	\$ 1,300.00	100%
21	Surface Restoration	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 3,500.00				1.00	\$ 3,500.00	100%
22	Slit Fence	FT	150.00	\$ 3.00	\$ 450.00	0.00	\$ 3.00					0.00		
TOTAL FROM THIS SHEET					\$ 51,440.00	\$ 29,423.00	\$ -	\$ 29,423.00				\$ 29,423.00		
TOTAL FROM OTHER SHEET					\$ 44,566.00	\$ 47,319.50	\$ -	\$ 47,319.50				\$ 47,319.50		
SUBTOTAL					\$ 96,006.00	\$ 76,742.50	\$ -	\$ 76,742.50				\$ 76,742.50	100%	



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## APPLICATION FOR FINAL PAYMENT

PROJECT: Civic Ctr N Lot/Power Park Paths      NOVI PROJECT NO.: 15-8401      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	%	
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	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ -			\$ -		\$ -		
TOTAL FROM OTHER SHEETS					\$ 96,006.00		\$ 76,742.50			\$ -		\$ 76,742.50		
GRAND TOTAL					\$ 96,006.00		\$ 76,742.50			\$ -		\$ 76,742.50	100%	





CITY OF NOVI

PURCHASE ORDER NO.

~~94978~~

94491

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Civic Ctr N Lot/Power Park Paths NOVI PROJECT NO.: 15-8401 PAYMENT NO.: FINAL

Original Contract Amount: \$ 96,006.00 ✓

Change Orders: \$ (19,263.50) ✓

Adjusted Contract Amount to Date: \$ 76,742.50 ✓

Total Cost of Work Performed to Date: \$ 76,742.50 ✓

MINUS Retainage: 

0%
----

 \$ -

MINUS Inspection "Crew Days": 

To Date	16.50
This Pay	0.00

 \$ 2,880.00 ✓

Net Amt. Earned of Contract and Extra Work to Date: \$ 73,862.50 ✓

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

--

  
\$ amount/day = 

\$600
-------

 \$ -

Subtotal: \$ 73,862.50 ✓

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

Subtotal: \$ 73,862.50 ✓

MINUS Amount of Previous Payments: ✓

1 \$	23,330.70
2 \$	38,531.80 ✓
3 \$	-
4	
5 \$	-
6	
7 \$	-
8 \$	-
9 \$	-
10 \$	-

BALANCE DUE THIS PAYMENT: 

\$ 12,000.00
--------------

 ✓

CHANGE ORDERS

No.	Date	Amount
1	July 29, 2015	\$ (22,017.00) ✓
	August 18, 2015	\$ 2,753.50 ✓
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>TOTAL:</b>		\$ (19,263.50) ✓

Inspection "Crew Days" Allowed per Contract:	12.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	12.00
Inspection "Crew Days" Used to Date:	16.50
Inspection "Crew Days" Remaining:	-4.50



# CITY OF NOVI

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Section 3.

## APPLICATION FOR FINAL PAYMENT

PROJECT: Civic Ctr N Lot/Power Park Paths

NOVI PROJECT NO.: 15-8401

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

By: Aaron J. Staup  
Aaron J. Staup, Construction Engineering Coordinator

Dated: 1/29/16

Nagle Paving Company  
Contractor Company

Date:

1-14-2016

Sean Morrissey  
Contractor Authorized Signature

By: Sean Morrissey  
Print Name

By: Brian Coburn  
Brian Coburn, PE., Engineering Senior Manager

Dated: 2/3/16

URS Corporation  
Consultant Firm

Date:

1-29-16

Mark Koskinen  
Consultant Authorized Signature

By: Mark Koskinen  
Print Name

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**  
ATA DOCUMENT G207

Owner  
Architect  
Contractor  
Surety  
Other

**Bond No 929613670**

**PROJECT: Civic Center Parking Lot and Power Park Pathways Rehabilitation Project**  
(insert address)

**TO: (Owner)**  
**City of Novi**  
**45175 West Ten Mile Road**  
**Novi, MI 48375**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**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, MI 48076**

**.SURETY COMPANY**

on behalf of (insert name and address of Contractor)

**Nagle Paving Company**  
**39525 West 13 Mile Road**  
**Novi, MI 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 (insert name and address of Owner)

**City of Novi**  
**45175 West Ten Mile Road**  
**Novi, MI 48375**

**.OWNER.**

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

**IN WITNESS WHEREOF,**

the Surety Company has heretofore set its hand this **13th** day of **January, 2016**

Surety Company  
**Western Surety Company**

Signature of Authorized Representative

Attest  
In Case

**Susan L. Small, Attorney-in-Fact**

Title

**NOTE:** This form is to be used as a companion document to ATA DOCUMENT G207, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF  
DEBTS AND CLAIMS, Current Edition

ATA DOCUMENT G207-CONSENT OF SURETY COMPANY TO FINAL PAYMENT-APRIL 1979 EDITION-ATA # \_\_\_\_\_ (LINE

PAGE)

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# 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, Terence J Griffin, Susan L Small, Patrick Williams, 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 25th day of June, 2015.



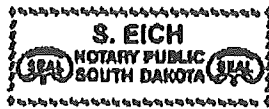
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of June, 2015, 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  
February 12, 2021



S. Eich  
S. Eich, 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 13 day of January, 2016



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



**SWORN STATEMENT**

STATE OF MICHIGAN )  
                                   )SS  
 COUNTY OF OAKLAND )

Larry Brennan, being duly sworn, deposes and says:

That he makes Sworn Statement on behalf of NAGLE PAVING who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County Michigan, and described as follows: (Insert legal description from Notice of Commencement)  
 City of Novi Civic Center  
 Novi, MI

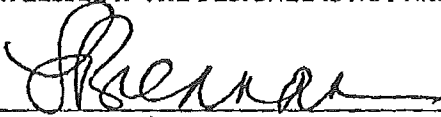
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner of lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names as follows:

Name of subcontractor, supplier or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (opt)	Amt of labor wages due but unpaid	Amt of labor fringe benefits & withholding due but unpaid
Nagle Paving	Asphalt Paving	68,462.50	56,462.50	12,000.00	0.00	0.00	0.00
H.G. Sartor Asphalt Paving	Paving Path	5,400.00	5,400.00	0.00	0.00	0.00	0.00
Nagle Paving	Paving	All labor, fringes, payroll taxes and other payroll obligations paid in full					
<b>TOTALS</b>		73,862.50	61,862.50	12,000.00	0.00	0.00	0.00

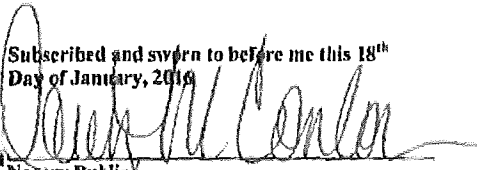
That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

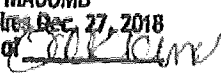
Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Vice President of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DEIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
 \_\_\_\_\_  
 Deponent

**WARNING TO DEPONENT: AN PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.**

Subscribed and sworn to before me this 18<sup>th</sup>  
 Day of January, 2016  
  
 Notary Public

DAWN M. GONLON  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF MACOMB  
 My Commission Expires Dec. 27, 2018  
 Acting in the County of 

Macomb County, Michigan

My commission expires: December 27, 2018


**PARTIAL CONDITIONAL WAIVER**

I/we have a contract with City of Novi  
(other contracting party)  
to provide asphalt paving

for the improvement to the property described as: Novi Civic Ctr N Lot/Power Park Paths

and hereby waive my/our construction lien to the amount of \$12,000.00 for labor and materials provided  
through January 13, 2016  
(date)

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for contract improvements provided through the date shown above.  
This waiver is conditioned on actual payment of the amount shown above.

Larry Brennan,  
Vice President  
By:   
(signature of lien claimant)  
ANGLE PAVING COMPANY

Address: 39525 W 13 Mile Road Ste 300  
Novi, MI 48377

Telephone: 248 553 0600

Signed on: 1-18-16  
(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 Company  
(other contracting party)  
to provide Paving Work

for the improvement to the property described as: \_\_\_\_\_  
Novi Civic Center

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

H.G. Sartor Asphalt Paving  
By: H.G.S. / Owner  
(signature of lien claimant)  
Address: Harold G Sartor  
PO Box 543  
Walled Lake MI 48390  
Telephone: 248 669 6611

Signed on: 12-6-2015  
(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.**