



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

Agenda Item C
February 12, 2007

SUBJECT: Approval of the final balancing change order and final payment to Goretski Construction Company, Inc. for Phase I Eleven Mile Road Pathway project (between Beck and Taft Roads and on Meadowbrook Road from Orchard Hills West to Chattman Drive) in the amount of \$7,579.16.

SUBMITTING DEPARTMENT: Engineering RA

CITY MANAGER APPROVAL: [Signature]

Table with 2 columns: Category (EXPENDITURE REQUIRED, AMOUNT BUDGETED, APPROPRIATION REQUIRED, LINE ITEM NUMBER) and Value (N/A).

BACKGROUND INFORMATION:

The City's consulting engineer for this project (Fishbeck, Thompson, Carr & Huber) administered the construction contract for various pedestrian sidewalks and bike paths in the city. Fishbeck has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Goretski Construction Company, Inc. (Fishbeck's Final Pay Estimate No. 3 and Balancing Change Order, attached).

The pathway construction work performed by the contractor has been in substantial compliance with the plans and specifications, and final payment in the amount of \$7,579.16 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form. The original contract was approved on October 10, 2005 City Council meeting in the amount of \$112,688. The final payment brings the total in construction expenditures on this project to \$105,068.30 for a savings to the city in the amount of \$7,619.70.

RECOMMENDED ACTION: Approval of the final balancing change order and final payment to Goretski Construction Company, Inc. for Phase I Eleven Mile Road Pathway project (between Beck and Taft Roads and on Meadowbrook Road from Orchard Hills West to Chattman Drive) in the amount of \$7,579.16.

Table for Mayor and Council Members (Landry, Capello, Gatt, Margolis) with columns 1, 2, Y, N.

Table for Council Members (Mutch, Nagy, Paul) with columns 1, 2, Y, N.

Client: City of Novi
 Project: Eleven Mile Pathway - G05400
 Contractor: Goretski Construction Company

Pay Estimate No.: 3
 Period: 3/10/06 - 10/27/06
 Progress or Final: Progress payment

Item No.	Item Description	Unit	Authorized Quantity	Unit Price	Quantity This Estimate	Amount This Estimate	Quantity Previously Paid	Quantity Paid to Date	Total Amount Earned to Date
1	Mobilization (\$3,000 Maximum)		1 LS	\$3,000.00		\$ -	1.0	1.0	\$ 3,000.00
2	Audio-Visual Coverage		1 LS	\$750.00		\$ -	1.0	1.0	\$ 750.00
3	Remove Bituminous Pavement		28 SY	\$36.00	21.70	\$ 781.20	74.4	96.1	\$ 3,459.60
4	Remove Bituminous/Concrete Pathway		82 SY	\$36.00		\$ -	79.4	79.4	\$ 2,858.40
5	Remove Concrete Drive Approaches		58 SY	\$36.00		\$ -	-	-	\$ -
6	Remove Trees		10 EA	\$300.00		\$ -	9.0	9.0	\$ 2,700.00
7	Remove Bushes		2 EA	\$100.00		\$ -	2.0	2.0	\$ 200.00
8	Brush Removal		1 LS	\$2,000.00	(1.00)	\$ (2,000.00)	2.0	1.0	\$ 2,000.00
9	Tree Relocation		7 EA	\$300.00		\$ -	-	-	\$ -
10	Remove Structure		1 EA	\$500.00		\$ -	-	-	\$ -
11	Remove and Salvage Signs		3 EA	\$100.00	3.00	\$ 300.00	-	3.0	\$ 300.00
12	Utility Pole Relocation Allowance (\$1,200)		1 LS	\$1,200.00		\$ -	-	-	\$ -
13	5-foot Concrete Sidewalk		160 SY	\$34.00		\$ -	171.7	171.7	\$ 5,837.80
14	8-foot Concrete Pathway (Contract Mod. 2)		0 SY	\$34.00		\$ -	-	-	\$ -
	8-foot Concrete Pathway (Contract Mod. 2 - unit price rev.)		445 LF	\$ 45.00		\$ -	305.0	305.0	\$ 13,725.00
15	8-foot Bituminous Pathway (Contract Mod. 2 from 340 to 610)		610 SY	\$20.00		\$ -	635.4	635.4	\$ 12,708.00
16	Bituminous Driveway Replacement		30 SY	\$25.00		\$ -	96.1	96.1	\$ 2,402.50
17	Pavement Markings		1 LS	\$0.00	1.00	\$ -	-	1.0	\$ -
18	12-inch RCP, CL IV Storm Sewer		20 LF	\$40.00		\$ -	16.0	16.0	\$ 640.00
19	24- by 38-inch Elliptical RCP Storm Sewer		190 LF	\$150.00		\$ -	190.0	190.0	\$ 28,500.00
20	48-inch-diameter Drainage Structure (Contract Mod. 3)		0 EA	\$2,000.00		\$ -	-	-	\$ -
21	Soil Erosion and Sedimentation Control Measures		1 LS	\$2,500.00		\$ -	1.0	1.0	\$ 2,500.00
22	Heavy Riprap		10 SY	\$25.00	20.00	\$ 500.00	-	20.0	\$ 500.00
23	Class II Fill		310 CY	\$20.00	46.00	\$ 920.00	461.7	507.7	\$ 10,154.00
24	Materials Compaction Testing		1 LS	\$1,500.00		\$ -	-	-	\$ -
25	Grading and Restoration		1 LS	\$1,500.00	0.30	\$ 450.00	0.7	1.0	\$ 1,500.00
26	Concrete Curb and Gutter (Contract Mod. 1 - Clark St.)		200 LF	\$ 25.00		\$ -	226.0	226.0	\$ 5,650.00
27	Remove and Replace Sidewalk (Con. Mod. 1 - Clark St.)		120 SF	\$ 5.00		\$ -	179.4	179.4	\$ 897.00
28	Stump Removal (Contract Mod. 3)		11 EA	\$ 150.00		\$ -	11.0	11.0	\$ 1,650.00
29	Drainage Structure Cover Adjustment (Contract Mod. 3)		1 LS	\$ 900.00	1.00	\$ 900.00	1.0	2.0	\$ 1,800.00
30	Drainage Structure Tap, 12-inch (Contract Mod. 3)		1 EA	\$ 300.00		\$ -	1.0	1.0	\$ 300.00
31	Drainage Structure Cover (Contract Mod. 3)		220 Pounds	\$ 1.48	350.00	\$ 518.00	350.0	700.0	\$ 1,036.00

Current Earnings:	\$ 2,369.20	Total Earnings:	\$ 105,068.30
- Current Retainage:	-\$5,209.96	-Retainage to Date:	\$0.00
- Current Retainage Adjustments:	\$0.00	-Adjustments to Date:	\$0.00
Current Net Estimate:	\$ 7,579.16	Total Net:	\$ 105,068.30

OK
 [Signature]
 12/7/06

I certify that the items included on this report constitute my estimate of the work completed and due the contractor as of the period covered by this document.

Sherril Wright 12/6/06
Ms. Sherril A. Wright, P.E. - Project Manager

I have reviewed this estimate on behalf of Goretski Construction Company and concur with the quantities presented for the period covered by this document.

Kirk Schweitzer
authorized signature
Printed Name: Kirk Schweitzer

Contract Summary

Amount Previously Paid: \$97,489.15
Total Paid: \$97,489.15

Original Contract: \$112,688.00
Contract Modification No. 1 \$5,600.00
Contract Modification No. 2 -\$14,625.00
Contract Modification No. 3 \$1,175.60
Contract Modification No. 4 -\$1,839.50
Contract Modification No. 5 1,200.00
Contract Modification No. 6 0.00
Contract Modification No. 7 669.20
Contract Modification No. 8 200.00

Total Contract Amount \$105,068.30

Percentage of Contract Completed: 100%

Transmittal

Mr. Aaron Staup
Construction Engineering Coordinator
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

January 29, 2007

Re: City of Novi
Eleven Mile Pathway Gaps - Project No. 1

Project No. G05400

- For Review
- For Your Use
- As Requested

Sent By: Ms. Sherri A. Wright, P.E./krn

COPIES	DATE	DESCRIPTION
1	02/05/2007	Maintenance and Guarantee Bond - Goretski Construction Company
1	01/22/2007	Sworn Statement - Goretski Construction Company
1	12/11/2006	Consent of Surety - Goretski Construction Company
1	02/02/2006	Waiver of Lien: A-1 Asphalt Paving
1	11/29/2005	Waiver of Lien: Alonzo Perez
1	11/30/2005	Partial Unconditional Waver: Superior Materials/US Concrete

COMMENTS

Please see the enclosed items as listed. If you have any questions or require additional information, please call.

By hand delivery

ftc&h

engineers
scientists
architects
constructors

39255 Country Club Dr.
Suite B-25
Farmington Hills, MI
48331
ph: 248.324.2090
fax: 248.324.0930
www.ftch.com



MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Goretski Construction Company hereinafter called the "Principal", and The Guarantee Company of North America USA

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Oblige, for the just and full sum of One Hundred Five Thousand Sixty Eight and 30/100 Dollars (\$105,068.00) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the 19 day of October, 2005, for the construction of

ELEVEN MILE PATHWAY GAPS - PROJECT NO. 1

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a *[FILL-IN TERM OF BOND]* One (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before One (1) year(s) of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.



CITY OF NOVI
09/05/2005

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 5 day of February, 2007.

In the Presence of:

WITNESS

Alison Grates

(fill-in name of construction CONTRACTOR)

Goretski Construction Company

[Signature]

Vice President

Title

The Guarantee Company of North America USA

Surety

[Signature]
Title Susan L Belloli, Attorney-in-Fact

1000 Town Center, Suite 1800

Address of Surety

Southfield, MI 48075

Bridgett Stamanway

10025373

Bond No.

City

Zip Code





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon,
Terence J. Griffin
Griffin, Smalley & Wilkerson, Inc.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of April, 2006.

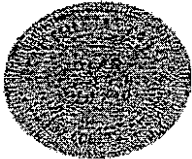


THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

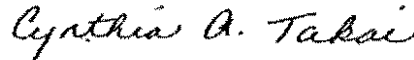

Stephen Dullard, Vice President

On this 21st day of April, 2006 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

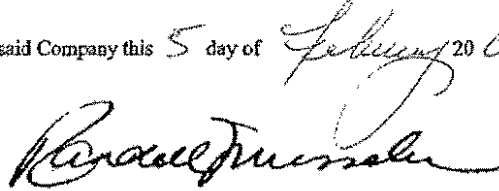
IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5 day of February 20 07




Randall Musselman, Secretary

SWORN STATEMENT

MARY ANN HAMILTON being duly sworn, deposes and says that she makes this affidavit on behalf of GORETSKI CONSTRUCTION COMPANY, INC. the original Contractor named in the Contract dated September 29, 2005, entered into between GORETSKI CONSTRUCTION COMPANY, INC. and the CITY OF NOVI for the CONSTRUCTION OF ELEVEN MILE PATHWAY GAPS – PROJECT NO. 1 and / or work to be performed on the premises, situated in MICHIGAN, described as follows, to wit:

ELEVEN MILE PATHWAY GAPS - NOVI

that the following is a statement, showing the names of Sub-contractors and Material Suppliers, of all Sub-contract and Material commitments entered into for the furnishing of labor and/or materials to the date of this affidavit in connection with said contract, the amounts paid to them, and the amounts due or to become due to them set forth fully and correctly opposite their names, respectively, in said statement, to wit:

COMMENTS:

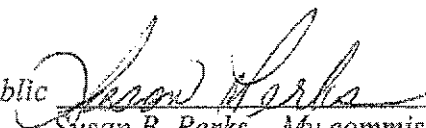
ALL LABORERS HAVE BEEN PAID IN FULL.

<u>NAME</u>	<u>INVOICED</u>	<u>PAID</u>	<u>BALANCE</u>
A-1 Asphalt Paving	\$ 8,874.89	8,874.89	-0-
Alonzo Perez	\$ 4,050.00	4,050.00	-0-
Superior Materials	\$ 4,633.27	4,633.27	-0-

Deponent further states that all his labor has been paid in full and that the amount of payment requested will be applied to satisfy his specified obligations to subcontractors and material suppliers if such obligations have not been satisfied previously.

Subscribed and Sworn to before me this:
22nd day of January, 2007


MARY ANN HAMILTON
Office Manager

Notary Public , Oakland County
Susan B. Perks My commission expires: 08/21/2010

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other 10025373

PROJECT: Eleven Mile Pathway Gaps - Project No. 1,
(name, address)

TO: (Owner)
City of Novi
45175 WEST TEN MILE RD.
NOVI, MI 48375-3024

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Contract Bond
CONTRACT DATE: 10/19/2005

CONTRACTOR:
Goretski Construction Company
4850 South Hill Rd
Milford, MI 48381

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
THE GUARANTEE COMPANY OF NORTH AMERICA USA
25800 Northwestern Hwy, Suite 720
Southfield, Michigan 48075

SURETY COMPANY

on bond of (here insert name and address of Contractor)
Goretski Construction Company
4850 South Hill Rd
Milford, Michigan 48381

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 TEN 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 11th day of December, 2006

Surety Company
**THE GUARANTEE COMPANY OF NORTH
AMERICA USA**

Signature of Authorized Representative

Attest:
(Seal):



Susan L. Belloli - 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



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon, Terence J. Griffin Griffin, Smalley & Wilkerson, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of April, 2006.

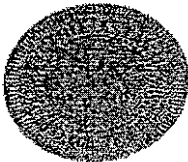
THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Signature of Stephen Dullard
Stephen Dullard, Vice President

On this 21st day of April, 2006 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Signature of Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 11 day of December 2006



Signature of Randall Musselman

Randall Musselman, Secretary

WAIVER OF LIEN

We have a contract with **GORETSKI CONSTRUCTION COMPANY**

To provide **CONCRETE** the following project:
ELEVEN MILE PROJECT

Partial Conditional

I hereby waive our construction lien rights in the amount of \$ _____, for labor/materials provided through _____ (date). This waiver, together with all previous waivers, if any does / does not (circle one) cover all amounts due to us for contract improvements provided through the date shown above.

This waiver is conditioned on actual payment of \$ _____.

Partial Unconditional

Having been fully paid and satisfied, we hereby waive our construction lien rights in the amount \$ for labor and materials provided through (date). This waiver, together with all previous waivers, if any, does / does not (circle one) cover all amounts due to us for contract improvements provided through the date shown above.

Full Conditional

On condition of being fully paid and satisfied, all our construction lien rights against such property will be waived and released.

This waiver is conditioned on actual payment of \$ _____

XXXXXXXXXX Full Unconditional

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

A-1 ASPHALT PAVING
41275 OLD MICHIGAN AVENUE: #98
CANTON, MI 48188
734-397-7283

Company:

Signature: Mark P. [Signature]

Date 2-3-06

WAIVER OF LIEN

We have a contract with **GORETSKI CONSTRUCTION COMPANY, INC.**

To provide **LABOR** for the following project:

ELEVEN MILE PATHWAY GAPS

Partial Conditional

I hereby waive our construction lien rights in the amount of \$ _____, for labor/materials provided through _____ (date). This waiver, together with all previous waivers, if any does / does not (circle one) cover all amounts due to us for contract improvements provided through the date shown above.

This waiver is conditioned on actual payment of \$ _____

Partial Unconditional

Having been fully paid and satisfied, we hereby waive our construction lien rights in the amount of \$ _____ for material provided through _____ (date). This waiver, together with all previous waivers, if any, does / does not (circle one) cover all amounts due to us for contract improvements provided through the date shown above.

Full Conditional

On condition of being fully paid and satisfied, all our construction lien rights against such property will be waived and released.

This waiver is conditioned on actual payment of \$ _____

XXXXXX Full Unconditional

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

**ALONZO PEREZ
1608 MASSACHUSETTS
LANSING, MI 48906**

Company Signature: _____

Date: 7-27-0



33469 W. 14 Mile Rd., Suite 100, Farmington Hills, MI 48331
(248) 788-8000 phone (248) 592-9130 fax

PARTIAL UNCONDITIONAL WAIVER

We have a contract with GORETSKI CONSTRUCTION CO to provide ready mix concrete for the improvement to the property described as:

11 MILE PATHWAY GAPS

And hereby waive our construction lien to the amount of \$4633.27 for materials provided through 11/30/05.

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

Superior Materials, Inc.



Theresa Russell, Agent

Address: 33469 West 14 Mile Rd.

Farmington Hills, MI 48331

Telephone:(248) 788-8000

Signed on February 7, 2006

Partwaiv.doc



33469 W. 14 Mile Rd., Suite 100, Farmington Hills, MI 48331
(248) 788-8000 phone (248) 592-9130 fax

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with GORETSKI CONSTRUCTION CO to supply ready mix concrete for the improvement to the property described as:

11 MILE PATHWAY

And hereby waive our construction lien for materials provided through 1/26/07

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

SUPERIOR MATERIALS, INC.

Theresa Russell
Theresa Russell, Agent
Address: 33469 West 14 Mile Rd.
Farmington Hills, MI 48331
Telephone:(248) 788-8000.

Signed on January 26, 2007