



CITY OF NOVI CITY COUNCIL
MARCH 2, 2020

SUBJECT: Approval of the final payment to Highway Maintenance and Construction Company for the 2018-2019 Chip Seal Program in the amount of \$78,784.51, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 78,784.51
AMOUNT BUDGETED	\$ 75,759.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	203-203.00-870.018

BACKGROUND INFORMATION: The Chip Seal Program is an ongoing effort to rehabilitate Novi's chip seal roads. Chip sealing provides an application of a special protective wearing surface to an existing pavement. There are only a handful of chip seal streets in Novi, which typically carry lower traffic volumes. The 2018 chip seal program focused on the following local roads:

- Brenda Lane
- Delmont Drive
- Joseph Drive
- Dinser Drive
- Burton Drive

The low-bidder, Highway Maintenance and Construction Company, included a letter with their bid indicating their schedule was booked and they were unable to complete the work by the seasonal limitation date of September 15, 2018. Therefore, Highway Maintenance agreed to do the patching preparation in 2018 and complete the chip seal application in spring 2019.

The City also took advantage of the low unit prices bid by Highway Maintenance which meant the City could revisit all the chip seal streets in the program. Change Order No. 1 added touch-up work to nearly 30 other chip seal streets. Also, included with this change order was paving an inch and a half of hot mix asphalt on Dinser and Delmont streets to provide a better foundation for the chip seal surface. This additional fortification was needed since these two streets have much higher traffic volumes. Change Order No. 1,

in the amount of \$242,935.12, was approved at the April 1, 2019 Council meeting. A complete list of the Change Order No. 1 chip seal streets are located below:

- Buffington Drive
- Shawood Drive
- Crown Drive
- Lemay Street
- Bernstadt Street
- Paramount Street
- Parklow Street
- West Lake Drive
- Austin Drive
- 12 ½ Mile Road
- Pembine Street
- Pleasant Cove Drive
- Summit Drive
- Maudlin Street
- Endwell Street
- Monticello Street
- Herman Street
- Duana Avenue
- Taft Road
- Lebenta Street
- Henning Drive
- Shamrock Hill Street
- Eubank Street
- Owenton Street
- Chapman Drive
- Lashbrook Street
- Penhill Street
- Charlotte Street
- Garfield Road
- Lavon Street

The construction contract was awarded for this project at the July 23, 2018 City Council meeting to Highway Maintenance and Construction Company in the amount of \$130,660.03. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$78,784.50 that is due to the Contractor (Final Pay Estimate No. 2). The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, February 21, 2020). There were two (2) previously approved change orders issued for this project resulting in an increase of \$235,920.82 or 180.6% over the awarded amount. The approved change orders resulted in a final contract price of \$366,580.85.

RECOMMENDED ACTION: Approval of the final payment to Highway Maintenance and Construction Company for the 2018-2019 Chip Seal program in the amount of \$78,784.51, plus interest earned on retainage.

2018 Chip Seal Program

Location Map



Map Author: Joseph Akers
 Date: April 23, 2018
 Project: 2018 Chip Seal Program
 Version #: 1

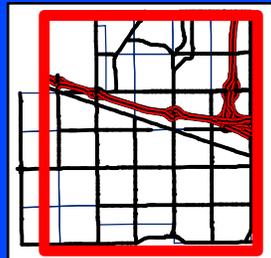
Amended By:
 Date:
 Department:

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.



Chip Seal
 Candidate Streets



City of Novi

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

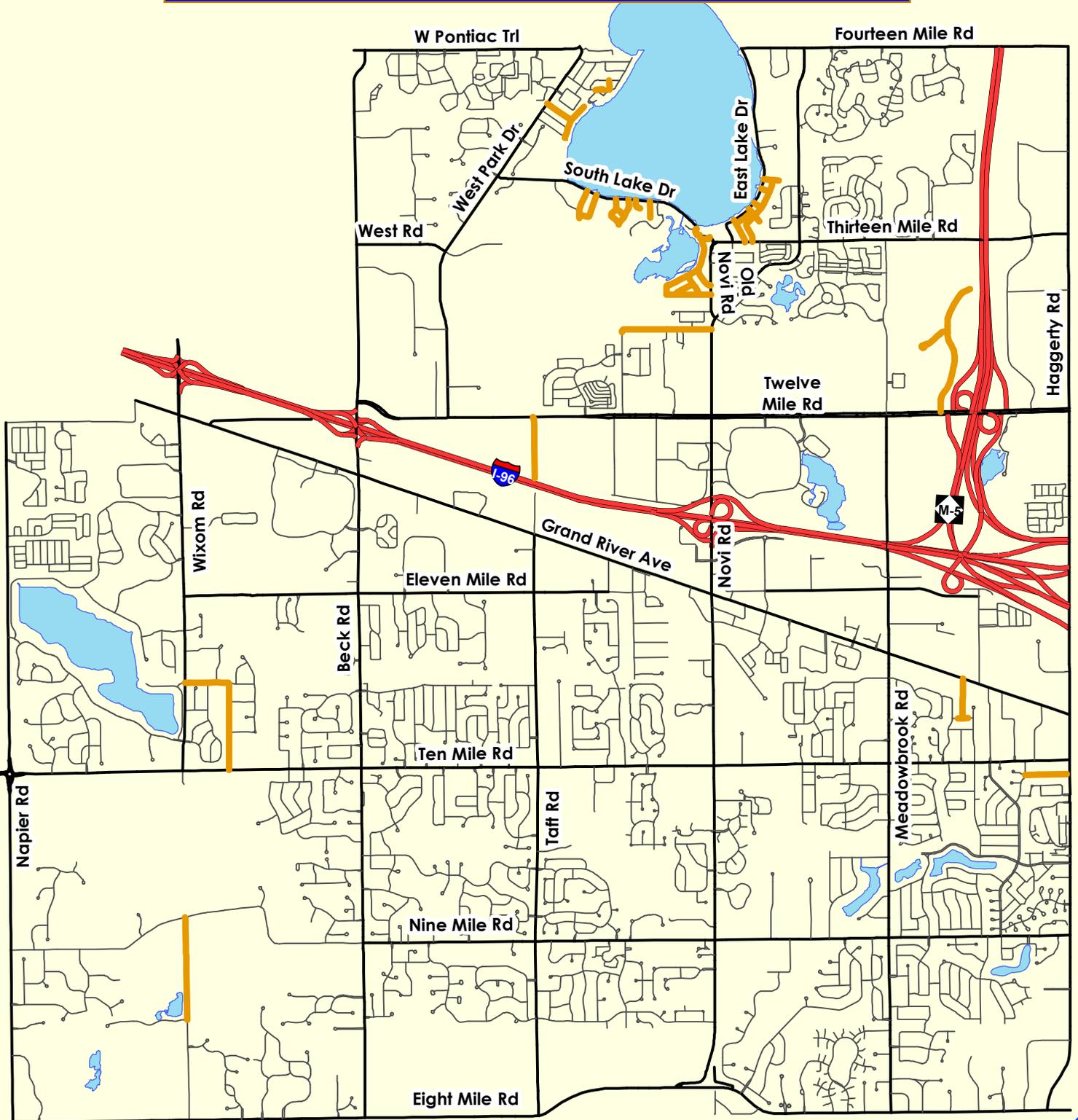


1 inch = 3,764 feet



2018-19 Chip Seal Program

Location Map



Map Author: Joseph Akers
 Date: March 21, 2019
 Project: 2018-19 Chip Seal Program
 Version #: 1

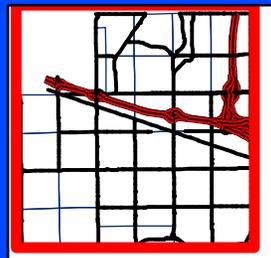
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Legend

 Chip Seal Candidates



City of Novi

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

Feet

0 850 1,700 3,400 5,100

1 inch = 4,203 feet



2018/2019 CHIP SEAL PROGRAM



Summit Drive – Eastern Half, creating new chip seal cul-de-sac



Summit Drive – Western Half, creating new chip seal cul-de-sac



Brenda Lane @ Joseph Drive



Joseph Drive - looking north from Brenda Lane



Joseph Drive – looking north towards Grand River Avenue

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 21, 2020

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

Re: 2018 -2019 Chip Seal Program – Highway Maintenance & Construction Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the 2018 -2019 Chip Seal Program:

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

The closing documents appear to be in order. The Contractor will be required to provide its full unconditional waiver of lien in exchange for the final payment. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
Mark Koskinen, AECOM
Megan Mikus, Public Works Budget Analyst
Thomas R. Schultz, Esquire



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2018 (2019) Chip Seal Program

NOVI PROJECT NO.: 19-2201

PAYMENT NO.: FINAL

CIP NO.: N/A

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	%
16	HMA, 1.5-inch Cold Mill	SY	1	203-203.00-870.018	0.00	\$ 1.25	\$ -	-500.00	\$ (625.00)	0%	0.00	\$ -	
17	Skim Coat, HMA	TON	1	203-203.00-870.018	740.80	\$ 123.00	\$ 91,118.40	-31.26	\$ (3,844.98)	-4%	740.80	\$ 91,118.40	100%
18	HMA, 1.5-inch Cold Mill	SY	1	203-203.00-870.018	1798.20	\$ 11.25	\$ 20,229.75	1798.20	\$ 20,229.75	100%	1798.20	\$ 20,229.75	100%
19			0	0	0.00	\$ -	\$ -				0.00	\$ -	
20			0	0	0.00	\$ -	\$ -				0.00	\$ -	
21			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ 111,348.15		\$ 15,759.77			\$ 111,348.15	
TOTAL FROM OTHER SHEETS						\$ 130,660.03	\$ 255,232.70		\$ 41,894.98			\$ 255,232.70	
GRAND TOTAL						\$ 130,660.03	\$ 366,580.85		\$ 57,654.75			\$ 366,580.85	100%



CITY OF NOVI

PURCHASE ORDER NO.

95574

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2018 (2019) Chip Seal Program **NOVI PROJECT NO.:** 19-2201 **PAYMENT NO.:** FINAL
CIP NO.: N/A

Original Contract Amount: \$ 130,660.03

Change Orders: \$ 235,920.82

Adjusted Contract Amount to Date: \$ 366,580.85

Total Cost of Work Performed to Date: \$ 366,580.85

MINUS Retainage:

MINUS Inspection "Crew Days": To Date \$ -
 This Pay

Net Amt. Earned of Contract and Extra Work to Date: \$ 366,580.85

MINUS L.D.'s: # of days over = \$ -
 \$ amount/day =

Subtotal: \$ 366,580.85

ADD Incentive "Crew Days", if under: \$ 2,450.00

Subtotal: \$ 369,030.85

MINUS Amount of Previous Payments: \$ 290,246.35

- 1 \$ 290,246.35
- 2 \$ -
- 3 \$ -
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

BALANCE DUE THIS PAYMENT:

CHANGE ORDERS

No.	Date	Amount
1	April 2, 2019	\$ 242,935.12
2	November 5, 2019	\$ (7,014.30)
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 235,920.82

Inspection "Crew Days" Allowed per Contract:	10.00
Additional "Crew Days" per Change Orders:	10.00
Total Inspection "Crew Days" Allowed:	20.00
Inspection "Crew Days" Used to Date:	16.50
Inspection "Crew Days" Remaining:	3.50



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: 2018 (2019) Chip Seal Program **NOVI PROJECT NO.:** 19-2201 **PAYMENT NO.:** FINAL
CIP NO.: N/A

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

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Highway Maintenance & Constr., Inc.
CONTRACTOR - Electronic Signature Certification

AECOM-Great Lakes
CONSULTANT - 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.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA DOCUMENT G707

(Instructions on reverse side)

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

PB02452301395

TO (OWNER)
(Name and address)

ARCHITECT'S PROJECT NO:

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

PROJECT:
(Name and address)

2018 Chip Seal Program Project

CONTRACTOR: **HIGHWAY MAINTENANCE & CONSTRUCTION CO.**
12101 Wahrman Road
Romulus, MI 48174

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

Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste. 100
Bala Cynwyd, PA 19004

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

HIGHWAY MAINTENANCE & CONSTRUCTION CO.
12101 Wahrman Road
Romulus, MI 48174

, SURETY,

, 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 Road
Novi, MI 48375

, OWNER,

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 12th day of November, 2019.
(Insert in writing the month following by the numeric date and year)

Attest:
Seal

Philadelphia Indemnity Insurance Company
Surety Company

Signature of Authorized Representative
Michelle B. Graham, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

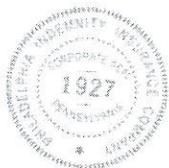
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Suzanne M. Mocerri, Michelle B. Graham, John W. McNish and William Cory French of McNish group, LLC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

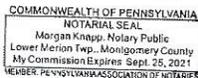
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, 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 therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of November, 2019



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RIDER

TO BE ATTACHED TO AND FORM PART OF

AIA 312 2010 MICHIGAN EDITION AS OF 1-10-13

(Bond Type)

NO. PB02452301395

(Bond Number)

IN FAVOR OF City Of Novi

(Obligee)

ON BEHALF OF Highway Maintenance & Construction Co.

(Principal)

EFFECTIVE April 16, 2019

(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, Philadelphia Indemnity Insurance Company
hereby gives its consent to change;

Bond/Contract Amount

(of) the attached bond FROM: Old Bond Amount = \$130,660.03

TO: New Bond Amount = \$366,580.85

REASON:

EFFECTIVE: November 12, 2019

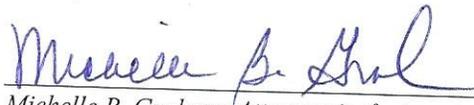
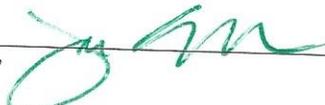
PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 12th day of November, 2019

HIGHWAY MAINTENANCE & CONSTRUCTION CO.
Principal

Philadelphia Indemnity Insurance Company
Surety

Accepted By


Michelle B. Graham, Attorney-in-fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Suzanne M. Mocerri, Michelle B. Graham, John W. McNish and William Cory French of McNish group, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

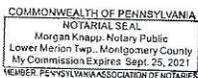
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, 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 therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of November, 20 19



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Wayne

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

President / Owner of the Highway Maintenance & Construction Co.,
(Title) (Firm Name)

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

Chip Seal
(Description of Improvement)

located at: City of Novi

The total amount of the contract is \$365,434.40 of which I have received payment of \$290,246.36 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 19 day of November, 2019

Name: Jeffrey S Demek / Highway Maintenance & Construction Co.
(individual/corporation/partnership)

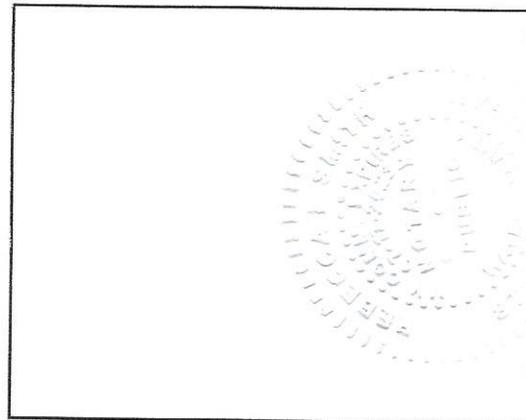
By: 
President / Owner
(Title)

Attest: 
(Title) office manager

Subscribed and sworn to before me this 19 day of November, 2019

Notary Public: Rebecca L Smith 

NOTARY SEAL



FULL UNCONDITIONAL WAIVER

My/our contract with Highway Maintenance & Construction Co. to provide
 sweeping (other contracting party)
for the improvement of the property described as
Auburn Hills

_____ 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.

Progressive Sweeping

(Printed Name of Lien Claimant)

Stacy Sanders
 (Signature of lien claimant)

Signed on: 9.24.19

Address: 5202 Enterprise Blvd, Ste
Toledo, Ohio 43612

Telephone: 419-464-0130

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

FULL UNCONDITIONAL WAIVER

My/our contract with Highway Maintenance & Construction Co. to provide
HMA Removal, HMA Hand Patch (other contracting party)
for the improvement of the property described as
2018 C/O Novi 2018 Chip Program

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

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.

Bopwn Paving Inc

(Printed Name of Lien Claimant)



(Signature of lien claimant)

MIKE BOWEN

Signed on: 8-16-19

Address: 1001 Cesar E Chavez Av

Pontiac, MI 48340

Telephone: 248-332-4956

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