



CITY of NOVI CITY COUNCIL

**Agenda Item H
October 24, 2016**

SUBJECT: Approval of the final payment to Nagle Paving Company for the Novi Library Entrance Widening project in the amount of \$12,406.69, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *R24*

CITY MANAGER APPROVAL: *[Signature]*

| | |
|-----------------------------|---------------------------|
| EXPENDITURE REQUIRED | \$ 12,406.69 |
| AMOUNT BUDGETED | \$ 101,200 |
| LINE ITEM NUMBER | 101-442.10-981.001 |

BACKGROUND INFORMATION:

This project involved the widening of the Novi Public Library's Ten Mile entrance from two lanes to three lanes to help improve traffic flow at this intersection. Now, a second exiting lane has been provided so one lane can be dedicated to left turns and the other to right turns exiting the library parking lot.

The construction contract was awarded for this project at the May 9, 2016 City Council meeting to Nagle Paving Company in the amount of \$78,760.

Engineering staff worked with the engineering consultant for this project, OHM-Advisors to review and verify the final contract payment amount of \$12,406.69 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 October 5, 2016 letter, attached).

There was one (1) approved change order issued for this project resulting in a decrease of \$1,587.51 to the construction contract, or 2.02% under the awarded amount. The approved change orders resulted in a final contract price of \$77,172.49.

RECOMMENDED ACTION: Approval of the final payment to Nagle Paving Company for the Novi Library Entrance Widening project in the amount of \$12,406.69, plus interest earned on retainage.

| | 1 | 2 | Y | N |
|-----------------------------|---|---|---|---|
| Mayor Gatt | | | | |
| Mayor Pro Tem Staudt | | | | |
| Council Member Burke | | | | |
| Council Member Casey | | | | |

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

NOVI PUBLIC LIBRARY ENTRANCE WIDENING

Location Map



Map Author: Croy
Date: 8/3/15
Project: Library Entrance Widening
Version #: v1.0

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 133 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



Feet
0 50 100 200 300

1 inch = 250 feet



City of Novi

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

NOVI PUBLIC LIBRARY ENTRANCE WIDENING



Entrance Widening. View from Ten Mile Road.



Entrance Widening. View from parking lot to Ten Mile.



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

October 5, 2016

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

**Re: *Library Entrance Drive Widening – Nagle Paving Company
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Library Entrance Drive Widening Project:

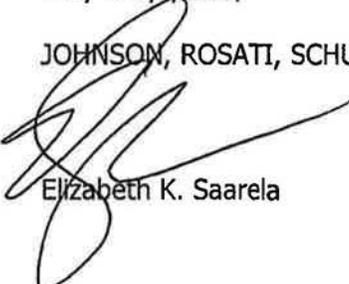
1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien

The original Maintenance and Guarantee Bond in the project manual is sufficient based on the contract price decreasing. Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The General Contractor must provide its final waiver of lien time it receives final payment.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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



Elizabeth K. Saarela

Aaron Staup, Construction Engineering Coordinator
October 5, 2016
Page 2

EKS
Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due From Payment: 12,498.69

PURCHASE ORDER NO.

94796

28300 Lee BeGola Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Library Entrance Drive Widening **NOVI PROJECT NO.:** 16-8301 **PAYMENT NO.:** FINAL

OWNER: City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375 **ENGINEER:** OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150
(734) 522-8711 **CONTRACTOR:** Nagle Paving Company
39525 W. 13 Mile Rd., Suite 300
Novi, Michigan 48377
(248) 553-0600

CONTRACT AMOUNT **FINAL COMPLETION DATES** **DATES OF ESTIMATE**

ORIGINAL: \$78,760.00 **ORIGINAL:** July 17, 2016 **FROM:** August 17, 2016

REVISED: \$77,172.49 **REVISED:** July 22, 2016 **TO:** September 14, 2018

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 | % |
| | GL# 101-442-09-981.001 | | | | | | | | | | | | | |
| | Erosion Inspection, Crew, Day | CD | 1.00 | \$ 940.00 | \$ 940.00 | 1.00 | \$ 940.00 | \$ 940.00 | | | | 1.00 | \$ 940.00 | 100% |
| 1 | Mobilization, Max. 10% | LS | 1.00 | \$ 7,500.00 | \$ 7,500.00 | 1.00 | \$ 7,500.00 | \$ 7,500.00 | | | | 1.00 | \$ 7,500.00 | 100% |
| 2 | Digital Video Recorded Survey | LS | 1.00 | \$ 1,500.00 | \$ 1,500.00 | 1.00 | \$ 1,500.00 | \$ 1,500.00 | | | | 1.00 | \$ 1,500.00 | 100% |
| 3 | Traffic Control | LS | 1.00 | \$ 4,000.00 | \$ 4,000.00 | 1.00 | \$ 4,000.00 | \$ 4,000.00 | | | | 1.00 | \$ 4,000.00 | 100% |
| 4 | Erosion Control | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 | 1.00 | \$ 1,000.00 | \$ 1,000.00 | | | | 1.00 | \$ 1,000.00 | 100% |
| 5 | Pavement, Removal | SY | 190.00 | \$ 15.00 | \$ 2,850.00 | 204.04 | \$ 15.00 | \$ 3,060.60 | 14.04 | \$ 210.60 | 7% | 204.04 | \$ 3,060.60 | 100% |
| 6 | Sidewalk, Removal | SY | 50.00 | \$ 24.00 | \$ 1,200.00 | 69.70 | \$ 24.00 | \$ 1,672.80 | 19.70 | \$ 472.80 | 28% | 69.70 | \$ 1,672.80 | 100% |
| 7 | Curb and Gutter, Removal | LF | 150.00 | \$ 12.00 | \$ 1,800.00 | 150.00 | \$ 12.00 | \$ 1,800.00 | | | | 150.00 | \$ 1,800.00 | 100% |
| 8 | Earthwork | LS | 1.00 | \$ 5,500.00 | \$ 5,500.00 | 1.00 | \$ 5,500.00 | \$ 5,500.00 | | | | 1.00 | \$ 5,500.00 | 100% |
| 9 | Subgrade Undercutting, Type II | CY | 35.00 | \$ 60.00 | \$ 2,100.00 | 21.50 | \$ 60.00 | \$ 1,290.00 | | | | 21.50 | \$ 1,290.00 | 100% |
| 10 | Agg. Base, 21AA LS, 8" (Drive) | SY | 300.00 | \$ 21.00 | \$ 6,300.00 | 340.49 | \$ 21.00 | \$ 7,150.29 | 40.49 | \$ 850.29 | 12% | 340.49 | \$ 7,150.29 | 100% |
| 11 | Agg. Base, 21AA LS, 6" (Walk) | SY | 60.00 | \$ 18.00 | \$ 1,080.00 | 46.60 | \$ 18.00 | \$ 838.80 | | | | 46.60 | \$ 838.80 | 100% |
| 12 | HMA, 19A | TON | 70.00 | \$ 175.00 | \$ 12,250.00 | 75.40 | \$ 175.00 | \$ 13,195.00 | 5.40 | \$ 945.00 | 7% | 75.40 | \$ 13,195.00 | 100% |
| 13 | Curb and Gutter, Conc. Type F4 | LF | 125.00 | \$ 36.00 | \$ 4,500.00 | 135.00 | \$ 36.00 | \$ 4,860.00 | 10.00 | \$ 360.00 | 7% | 135.00 | \$ 4,860.00 | 100% |
| 14 | Sidewalk Ramp, ADA, Conc. 6" | SF | 160.00 | \$ 15.00 | \$ 2,400.00 | 134.00 | \$ 15.00 | \$ 2,010.00 | | | | 134.00 | \$ 2,010.00 | 100% |
| 15 | Sidewalk, Conc. 4-inch | SF | 155.00 | \$ 9.00 | \$ 1,395.00 | 175.00 | \$ 9.00 | \$ 1,575.00 | 20.00 | \$ 180.00 | 11% | 175.00 | \$ 1,575.00 | 100% |
| 16 | Sidewalk, Conc. 8-inch | SF | 170.00 | \$ 16.00 | \$ 2,720.00 | 325.00 | \$ 16.00 | \$ 5,200.00 | 155.00 | \$ 2,480.00 | 48% | 325.00 | \$ 5,200.00 | 100% |
| 17 | Hydrant Relocation | EA | 1.00 | \$ 6,000.00 | \$ 6,000.00 | 0.00 | \$ 6,000.00 | \$ - | | | | 0.00 | \$ - | |
| 18 | Restoration | LS | 1.00 | \$ 2,500.00 | \$ 2,500.00 | 1.00 | \$ 2,500.00 | \$ 2,500.00 | | | | 1.00 | \$ 2,500.00 | 100% |
| 19 | Sign, Remove and Reset | EA | 2.00 | \$ 200.00 | \$ 400.00 | 2.00 | \$ 200.00 | \$ 400.00 | | | | 2.00 | \$ 400.00 | 100% |
| 20 | Sign, Remove | EA | 1.00 | \$ 100.00 | \$ 100.00 | 1.00 | \$ 100.00 | \$ 100.00 | | | | 1.00 | \$ 100.00 | 100% |
| 21 | Light Pole Relocation | EA | 2.00 | \$ 4,000.00 | \$ 8,000.00 | 2.00 | \$ 4,000.00 | \$ 8,000.00 | | | | 2.00 | \$ 8,000.00 | 100% |
| 22 | Pavt Mrlg, Thermo, 18", Stop Bar | LF | 40.00 | \$ 20.00 | \$ 800.00 | 36.00 | \$ 20.00 | \$ 720.00 | | | | 36.00 | \$ 720.00 | 100% |
| 23 | Pavt Mrlg, Thermo, 4-inch, White | LF | 78.00 | \$ 5.00 | \$ 390.00 | 57.00 | \$ 5.00 | \$ 285.00 | | | | 57.00 | \$ 285.00 | 100% |
| 24 | Pavt Mrlg, Thermo, 4-inch, Yellow | LF | 200.00 | \$ 5.00 | \$ 1,000.00 | 162.00 | \$ 5.00 | \$ 810.00 | | | | 162.00 | \$ 810.00 | 100% |

TOTAL THIS SHEET

\$ 77,285.00

\$ 74,967.49

\$ 5,498.69

\$ 74,967.49

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Library Entrance Drive Widening NOVI PROJECT NO.: 16-8301 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 | % |
| 29 | Relocate Irrigation Main | LS | 0 | 0 | 1.00 | \$ 640.00 | \$ 640.00 | 1.00 | \$ 640.00 | 100% | 1.00 | \$ 640.00 | 100% |
| 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 | \$ - | |
| 51 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 52 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 53 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 54 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 55 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| 56 | | | 0 | 0 | 0.00 | \$ - | \$ - | | | | 0.00 | \$ - | |
| TOTAL FROM THIS SHEET | | | | | | \$ 640.00 | \$ 640.00 | | \$ 640.00 | | \$ 640.00 | | |
| TOTAL FROM OTHER SHEETS | | | | | \$ 78,760.00 | \$ 76,532.49 | \$ 5,598.69 | | \$ 76,532.49 | | \$ 76,532.49 | | |
| GRAND TOTAL | | | | | \$ 78,760.00 | \$ 77,172.49 | \$ 6,228.69 | | \$ 77,172.49 | 100% | \$ 77,172.49 | 100% | |



CITY OF NOVI

28300 Lee BeGofe Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Library Entrance Drive Widening NOVI PROJECT NO.: 16-8301 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

Bill Janelle
Digitally signed by Bill Janelle
DN: cn=Bill Janelle, o=Nagle Paving Company, ou=Contractor,
email=Bill@naglepaving.com, c=US
Date: 2016.09.27 10:57:14 -0400

Nagle Paving Company
CONTRACTOR - Electronic Signature Certification

Aaron J. Staup, Construction Engineering Coordinator
Electronic Signature Certification

Barry Gates
Digitally signed by Barry Gates
DN: cn=US, E=barry.gates@ohm-advisors.com, O=OHM-Advisors,
ou=Barry Gates
Date: 2016.08.27 14:50:29 -0400

OHM Advisors
CONSULTANT - Electronic Signature Certification

Rob Hayes, P.E. DPS Director/City Engineer
Electronic Signature Certification

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

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

Bond No 929631041

PROJECT: Novi Public Library Entrance Drive Widening
(name, 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 bond of (here 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 (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 **27th** day of **September, 2016**

Surety Company
Western Surety Company

Signature of Authorized Representative

Witness
(Seal)

Dana Turner

John L. Budde, 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.

AIA DOCUMENT G707 CONSENT OF SURETY COMPANY TO FINAL PAYMENT-APRIL 1970 EDITION-AIA ©

ONE

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



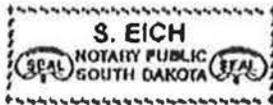
Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of June, 2015, before me personally came Paul T. Brufat, 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 29th day of September, 2016



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Signed this 3rd day of October 2016

Name: Waglo Paving Company
(individual/corporation/partnership)

By: [Signature]
Bill Janella

Attest: [Signature]
Chandra Djetevic

Subscribed and sworn to before me this 3rd day of October 2016

Notary Public: [Signature]

NOTARY SEAL

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

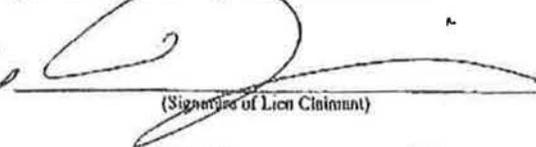


FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Nagle Paving to provide
(Prime Contracting Party)
electrical for the improvement of the property
(Type of service)
described as Novi Library
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 9/30/16 
(Signature of Lien Claimant)

Janine Rinne
(Printed Name of Lien Claimant)

Vice president
(Title of Lien Claimant)

Company Name: MHM Construction, LLC
Address: 14016 Tietz Armada MI
Telephone: 248-689-0710 48005

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Nagle Paving Company to provide
(Prime Contracting Party)
Pavement Markings for the improvement of the property
(Type of service)
described as Novi Library
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 9/30/16 Nicole Gray
(Signature of Lien Claimant)
Nicole Gray
(Printed Name of Lien Claimant)
Agent
(Title of Lien Claimant)

Company Name: PK Contracting
Address: 1965 Barrett Troy MI 48064
Telephone: 248-362-2130

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