

# CITY of NOVI CITY COUNCIL

Agenda Item E October 8, 2018

**SUBJECT:** Approval of the final payment to JB Contractors, Inc., for the 2017 Pathways and ADA Improvements project in the amount of \$76,614.64, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 55,723.41 (2017 Pathways)
	\$ 9,480.78 (ADA Compliance)
	\$ 65,204.19 Total
AMOUNT BUDGETED	\$ 260,131.00 (2017 Pathways) FY 2017-18 Budget
	\$ 50,000.00 (ADA Compliance) FY 2017-18 Budget
	\$ 310,131.00 Total
APPROPRIATION REQUESTED	\$
LINE ITEM NUMBER	204-204.00-974.452 (2017 Pathways)
	204-204.00-975.017 (ADA Compliance)

#### **BACKGROUND INFORMATION:**

The 2017 Pathway Gap Program included construction of a 6-foot wide pathway along the south side of 14 Mile Road, between East Lake Drive and Beach Walk Apartments (Segment 5). The project also included implementation of the annual Americans with Disabilities Act (ADA) program as recommended by the ADA Compliance Transition Plan, adopted in March 2011. The ADA program is intended to address high priority areas (e.g., high pedestrian usage and areas where pathway barriers exist).

Due to the rollover budget remaining from previous years and low unit costs with this contractor, the City was also able to complete three (3) other smaller sidewalk gaps and emergency sidewalk failures, which happened earlier in 2017. The first segment was an existing sidewalk gap along the frontage of the Fountain Park Apartments (south side of Grand River Avenue), between the Marty Feldman dealership and the on-going Huntley Manor development. The second segment was located at the northwest corner of Grand River Avenue and Haggerty Road (Mercedes Benz dealership) which collapsed near the Grand River drainage culvert. The third segment was along the west side of Haggerty Road, south of 9 Mile Road (in front of and Vibe Credit Union) had also been undermined at several locations. (see attached maps).

The construction contract was awarded for this project at the July 10, 2017 City Council meeting to JB Contractors, Inc., in the amount of \$71,141.00.

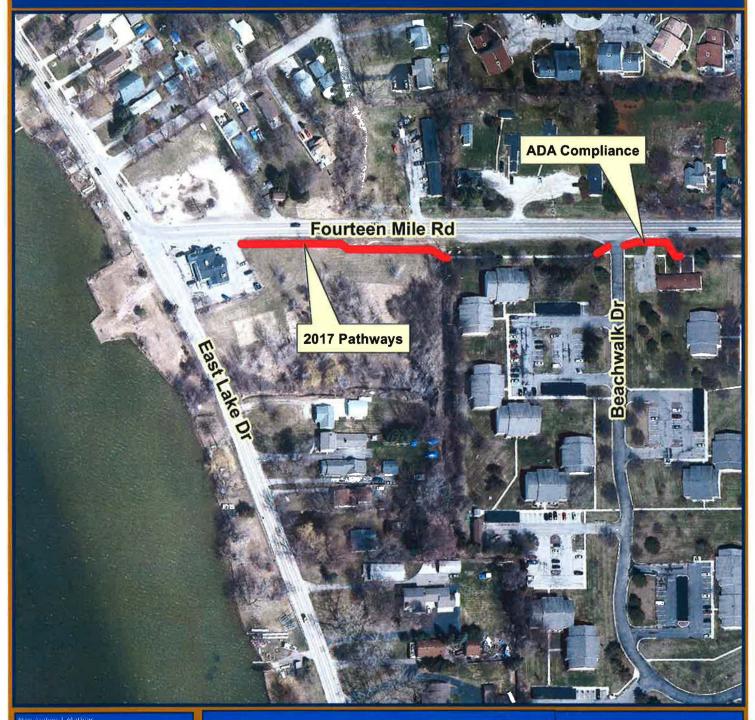
Engineering staff worked with the engineering consultant for this project, OHM-Advisors to review and verify the final contract payment amount of \$76,614.64 that is due to the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's September 12, 2018 letter).

There were three (3) approved change orders issued for this project resulting in an I increase of \$136,279.80 to the construction contract, or 152.2% over the awarded amount. Change Order No. 1, in the amount of \$157,068.00 involved the addition of the three (3) additional sidewalk segments added to the contract which was brought to City Council and approved at the October 9, 2017 meeting. Change Order No. 2, in the amount of \$59.16 was issued to balance the unit price items for the base pathway program (14 Mile Road Pathway Gap). The third and final Change Order No. 3, in the negative amount of -\$20,847.36, was issued to balance the unit price quantities for the Change Order No. 1 pathway segments. The approved change orders resulted in a final contract price of \$207,420.80.

**RECOMMENDED ACTION:** Approval of the final payment to JB Contractors, Inc., for the 2017 Pathways and ADA Improvements project in the amount of \$76,614.64, plus interest earned on retainage.

# 2017 Pathways and **ADA Compliance Projects**

**Location Map** 



Amended By:

# Legend

Proposed Concrete Sidewalk





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





# 2017 Pathways and **ADA Compliance Projects**

Location Map



Map Author: J. Math Date: 10/02/2017

# Legend

Proposed Concrete Sidewalk





City of Novi

Engineering Division

Department of Public Services
26300 Lee BeGole Drive

Novi, MI 48375

cityofnov.org





# 2017 Pathways and ADA Compliance Projects

Location Map



Map Author J. Mathias Date: 10:02-2017

Project Version #

Amended By: Date:

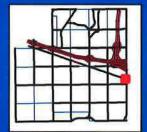
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MAP INTERPRETATION NOTICE

Man submittation in paracide and income of treatment is substitute to many other of in parameter source. This map are an intention to make Kolomad Man Account on Statement, and uses the input in come for the parameter of the stay of National Man Account in Statement and the large transport of the stay of National Manufacture in many and part of conductions are approximate and many of the stay of National Manufacture in conduction and account of the statement of

# Legend

Proposed Concrete Sidewalk





# City of Novi

Engineering Division
Department of Public Services
26300 Lee BeGole Drive
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1 inch = 178 feet



# 2017 Pathways and **ADA Compliance Projects**

Location Map



Mop Author J. Mothias Date: 10/02/2017

Amended By: Date: Department:

# Legend

Proposed Concrete Sidewalk





City of Novi

Engineering Division

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# 2017 PATHWAYS & ADA COMPLIANCE PROGRAM



14 Mile Road Pathway (Base Contract) – Looking west towards Walled Lake



14 Mile Pathway (Base Contract) – Looking east towards Beachwalk Apts.



Fountain Park Apartments frontage sidewalk – looking east along Grand River Avenue



Fountain Park Apartments frontage sidewalk – looking west along Grand River Avenue



Replaced sidewalk and block retaining wall at Grand River and Haggerty – looking SE



Replaced sidewalk and block retaining wall at GR/Haggerty – Looking southwest



Replaced sidewalk flags and gaps along Haggerty, south of 9 Mile Road.

#### 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



September 12, 2018

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

Re: 2017 Pathways and ADA Compliance – JB Contractors, Inc. Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the 2017 Pathways and ADA Compliance Project:

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

The closing documents appear to be in order *subject to the Contractor adding the amount already received to the Sworn Statement.* Contractor should provide its Full Unconditional Waiver of Lien at the time of picking up the check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

Elizabeth Kudla Saarela

Aaron Staup, Construction Engineering Coordinator CITY OF NOVI September 12, 2018 Page 2

# **EKS**

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
George Melistas, Engineering Senior Manager
Megan Mikus, Public Works Budget Analyst
Thomas R. Schultz, Esquire



Balance Due This Payment =

PURCHASE ORDER NO.

95223

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

Fax: (248) 735-5659

## **APPLICATION FOR FINAL PAYMENT**

PROJECT:

2017 Pathways and ADA

**NOVI PROJECT NO.:** 

17-5001

76,614.64

PAYMENT NO .:

FINAL

OWNER: City of Novi

45175 W, Ten Mile Road

**ENGINEER:** 

**OHM Advisors** 

CONTRACTOR:

JB Contractors, Inc. 3201 Livernois Avenue

Novi, Michigan 48375

34000 Plymouth Road Livonia, Michigan 48150

Detroit, Michigan 48210 (313) 995-8301

(734) 522-6711

**CONTRACT AMOUNT** 

**FINAL COMPLETION DATES** 

DATES OF ESTIMATE

ORIGINAL:

\$71,141.00 \$207,420.80 ORIGINAL: REVISED:

September 20, 2017

FROM:

December 12, 2017

REVISED:

ACTUAL:

July 3, 2018

TO:

August 1, 2018

#### SECTION 1.

#### COST OF COMPLETED WORK TO DATE

	SECTION 1.								COST	OF COMPLETED							
Item	<u>Division 1 - Pathways</u> GL#204-204.00-974.452			CONT	RACT ITEMS	(Original)		CONT	RACT ITEMS (	Revised)		T	HIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Quantity		Cost/Unit	Total Amt	Quantity		Cost/Unit	Total Amt	Quantity		Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	16.00	\$	640.00	\$ 10,240.00	47.00	\$	640.00	30,080.00	12.50	\$	8,000.00	27%	47.00	\$ 30,080.00	100%
1	Mobilization, Max. 10%	LS	1.00	\$	4,800.00	\$ 4,800.00	1.00	\$	4.800.00	4,800.00					1.00	\$ 4,800.00	100%
2	Audio-Visual Route Survey	LS	1.00	\$	500.00	\$ 500.00	1.00	\$	500.00	500.00					1.00	\$ 500.00	100%
3	Traffic Control	LS	1.00	\$	1,000.00	\$ 1,000.00	1.00	\$	1,000.00	1,000.00					1.00	\$ 1,000.00	100%
4	Erosion Control, Silt Fence	LF	404.00	\$	2.00	\$ 808.00	375.00	\$	2.00	750.00					375.00	\$ 750.00	100%
5	Clearing	SY	360.00	s	18.00	\$ 6,480.00	360.00	S	18.00	6,480.00					360.00	\$ 6,480.00	100%
6	Fence, Remove	LF	242.00	\$	6.00	\$ 1,452.00	236.00	\$	6.00	1,416.00					236.00	\$ 1,416.00	100%
7	Pavement, Remove	SY	3,00	\$	12.00	\$ 36.00	1.30	\$	12.00	15.60					1.30	\$ 15.60	100%
8	Sidewalk, Remove	SY	15.00	\$	10.00	\$ 150.00	13.90	\$	10.00	139.00					13.90	\$ 139.00	100%
9	Dr. Structure, 24-inch Diameter	EA	1,00	\$	1,000.00	\$ 1,000.00	1.00	\$	1,000.00	1,000.00					1.00	\$ 1,000.00	100%
10	Culv, HP Storm, 12-inch	LF	23.00	\$	30.00	\$ 690.00	22.00	\$	30.00	660.00					22.00	\$ 660.00	100%
11	Culv, End Section, HDPE, 12-inch	EA	1.00	\$	300.00	\$ 300.00	1.00	\$	300.00	300.00					1.00	\$ 300.00	100%
12	Station Grading, Sidewalk	STA	4.50	\$	1,500.00	\$ 6,750.00	4.28	\$	1,500.00	6,420.00					4.28	\$ 6,420.00	100%
13	Agg Base, 21AA, 6-inch, Limestone	SY	400.00	\$	12.20	\$ 4,880.00	366.00	\$	12.20	4,465.20	33,10	\$	403.82	9%	366.00	\$ 4,465.20	100%
14	Agg Base, 21AA	TON	2.00	5	30.00	\$ 60.00	2,00	\$	30.00	60.00	2.00	\$	60.00	100%	2.00	\$ 60.00	100%
15	Sidewalk Ramp, ADA, Conc, 6-inch	SF	50.00	\$	6.00	\$ 300.00	54.60	\$	6.00	327.60	4.60	\$	27.60	8%	54.60	\$ 327.60	100%
16	Sidewalk, Conc, 4-inch	SF	2550.00	\$	4.00	\$ 10,200.00	2533.20	\$	4.00	10,132.80					2533.20	\$ 10,132.80	100%
17	Ditch Grading	LF	300.00	\$	3.00	\$ 900.00	325.00	\$	3.00	975.00					325.00	\$ 975.00	100%
18	HMA, Driveway, 13A, 3-inch	SY	3.00	\$	150.00	\$ 450.00	0.00	\$	150.00						0.00		
19	Sanitary MH Cover, Adj, Case 2	EA	1,00	\$	600.00	\$ 600.00	0.00	\$	600.00						0.00		
20	Swing Gate Lockable Bollard	LS	1.00	\$	1,500.00	\$ 1,500.00	1.00	\$	1,500.00	1,500.00					1.00	\$ 1,500.00	100%
21	Sign, Type III-B	EA	1.00	\$	200.00	\$ 200.00	1,00	\$	200.00	200.00	1.00	\$	200.00	100%	1,00	\$ 200.00	100%
22	Restoration	LS	1.00	\$	1,000.00	\$ 1,000.00	1.00	\$	1,000.00	1,000.00					1.00	\$ 1,000.00	100%
23	Contingency Allowance	LS	1.00	\$	2,000.00	\$ 2,000.00	0.93	\$	2,000.00	1,860.00					0.93	\$ 1,860.00	100%

TOTAL THIS SHEET \$ 46,056.00 44,001.20 S 691.42 \$ 44,001.20 100%



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

# **APPLICATION FOR FINAL PAYMENT**

PROJECT:

2017 Pathways and ADA

**NOVI PROJECT NO.:** 

17-5001

PAYMENT NO .:

FINAL

	SECTION 1.								COST	OF CO	MPLETED	WORK TO	DATE							
llem	DIVISION 2 - ADA Improvement GL#204-204.00-975.017	<u> </u>		CONTRACT	TITEMS (C	riginal)		CON	TRACT ITEMS	(Revised)			THIS PERIOD				TOTAL TO DATE			
No.	Description of Item	Unit	Quantity	Cost/l	Jnit	Total Armt	Quantity		Cost/Unit	Tot	ai Amt	Quantity		Amount	%	Quantity		Amount	%	
24	Mobilization, Max. 10%	LS	1.00	\$ 2,	100.00 \$	2,100.00	1.00	\$	2,100.00	\$	2,100.00					1.00	\$	2,100.00	100%	
25	Audio-Visual Route Survey	LS	1.00	\$	500.00	500.00	1.00	\$	500.00	\$	500.00					1.00	\$	500.00	100%	
26	Traffic Control	LS	1.00	\$ 1,0	000.00	1,000.00	1.00	s	1,000.00	\$	1,000.00					1.00	\$	1,000.00	100%	
27	Erosion Control, Silt Fence	LF	100.00	\$	2.00 \$	200.00	0.00	\$	2.00							0.00				
28	Curb and Gutter, Remove	LF	55.00	\$	15.00 9	825.00	52.80	\$	15.00	\$	792.00					52.80	\$	792.00	100%	
29	Pavement, Remove	SY	60,00	\$	12.00 \$	720.00	74.40	\$	12.00	s	892.80	14.40	\$	172,80	19%	74.40	\$	892.80	100%	
30	Sidewalk, Remove	SY	50.00	\$	10.00	500.00	72.80	\$	10.00	\$	728.00	22.80	\$	228.00	31%	72.80	\$	728.00	100%	
31	Wooden Steps, Remove	LS	1.00	\$	200.00	200.00	1.00	\$	200.00	\$	200.00					1.00	\$	200.00	100%	
32	Station Grading, Sidewalk	STA	1.50	\$ 1,	500.00	2,250.00	1.72	\$	1,500.00	\$	2,580.00	0.22	\$	330.00	13%	1,72	\$	2,580.00	100%	
33	Agg Base, 21AA, 6-inch, Limestone	SY	125.00	\$	12.20	1,525.00	168.60	\$	12.20	\$	2,056.92	43.60	\$	531.92	26%	168.60	\$	2,056.92	100%	
34	Agg Base, 21AA	TON	12.00	\$	40.00	480.00	0.00	\$	40.00		- 100					0.00				
35	Maintenance Aggregate	TON	10.00	\$	40.00 \$	400.00	3,00	S	40.00	\$	120.00					3.00	\$	120.00	100%	
36	Curb and Gutter, Conc, Det F4	LF	55.00	\$	30.00	1,650.00	83.60	\$	30.00	\$	2,508.00	28.60	\$	858.00	34%	83.60	\$	2,508.00	100%	
37	Sidewalk Ramp, ADA, Conc, 6-inch	SF	75.00	\$	7.00 5	525.00	185.56	\$	7.00	\$	1,298.92	110.56	\$	773.92	60%	185.56	\$	1,298.92	100%	
38	Sidewalk, Conc. 4-inch	SF	600.00	\$	4.00	2,400.00	883,41	S		S	3,533,64	283.41	\$	1,133.64	32%	883.41	\$	3,533.64	100%	
39	Sidewalk, Conc. 6-inch	SF	160.00	\$	5.00	800.00	664.10	S	5.00	\$	3,320.50	504.10	S	2,520.50	76%	664.10	S	3,320.50	100%	
40	HMA, Driveway, 13A, 3-inch	SY	45.00	s	150.00		0.00	S	150.00							0.00	Ť			
41	HMA, Hand Patching	TON	5.00	-	300.00		0.00	\$	300.00			-	1			0.00				
42	Irrigation Head Relocate	EA	5.00	\$	50.00		0.00	\$	50.00				t –			0.00				
43	Restoration	LS	1.00	s	500.00	500.00	1.00	S	500.00	s	500.00					1.00	S	500.00	100%	
44	Contingency Allowance	LS	1.00	\$	10.00	10.00	0.00	\$	10.00							0.00				
								F												
								-												
																	F			
								-												
	TOTAL FROM THIS SHEET	Г				25,085.00				\$	22,130.78		\$	6,548.78			\$	22,130.78		
	TOTAL FROM OTHER SHEET	Γ				46,056.00				\$	44,001.20		\$	691.42			\$	44,001.20		
	SUBTOTAL					71,141.00				\$	66,131.98		5	7,240.20			\$	66,131.98	100%	



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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT:

2017 Pathways and ADA

GRAND TOTAL

NOVI PROJECT NO .:

17-5001

PAYMENT NO .:

FINAL

#### **NEW CONTRACT ITEMS**

	SECTION 1.		COST OF COMPLETED WORK TO DATE														
Item	Division 3 - 3 Additional Segments					NEV	V CONTRACT	ITEMS			TH	HIS PERIOD				TOTAL TO DATE	
No.	Description of Item	Unit	Division	GL#	Quantity	(	Cost/Unit	Т	otal Amt	Quantity		Amount	%	Quantity		Amount	%
45	Mobilization, Max 10%	LS	3	210-211.00-974.458	1.00	\$	11,500.00	\$	11,500.00					1.00	\$	11,500.00	100%
46	Audio Visual Remote Survey	LS	3	210-211.00-974.458	1.00	\$	3,000.00	\$	3,000.00	1,00	\$	3,000.00	100%	1.00	\$	3,000.00	100%
47	Traffic Maintenance and Control	LS	3	210-211.00-974.458	1.00	\$	11,450.00	\$	11,450.00					1.00	\$	11,450.00	100%
48	Erosion Control, turbidity Curtain, Shallov	FT	3	210-211.00-974.458	60.00	\$	38.00	\$	2,280.00	60.00	\$	2,280.00	100%	60.00	\$	2,280.00	100%
49	Modular Block Headwall	SFT	3	210-211.00-974.458	352.63	\$	95.00	\$	33,499.38					352.63	\$	33,499.38	100%
50	Excavation, Fdn	CYD	3	210-211.00-974.458	130.00	s	40.00	\$	5,200.00					130.00	\$	5,200.00	100%
51	Backfill Structure, CIP	CYD	3	210-211.00-974.458	80.00	\$	47.00	\$	3,760.00					80.00	\$	3,760.00	100%
52	Gate Well Cover, Adj	EA	3	210-211.00-974.458	2.00	\$	300.00	\$	600.00	2.00	\$	600.00	100%	2.00	S	600.00	100%
53	Spillway, Conc.	FT	3	210-211.00-974.458	0.00	\$	5.00	\$						0.00	\$		
54	Steel Fence	FT	3	210-211.00-974.458	88.00	\$	120.00	\$	10,560.00	88.00	\$	10,560.00	100%	88.00	\$	10,560.00	100%
55	Riprap, Plain 1	SYD	3	210-211.00-974.458	79.10	\$	35,00	\$	2,768.50	79.10	\$	2,768.50	100%	79.10	\$	2,768.50	100%
56	Riprap, Plain 2	SYD	3	210-211.00-974.458	4.00	\$	252.00	s	1,008.00	4.00	s	1,008.00	100%	4.00	\$	1,008.00	100%
57	Sign, Remove and Reset	EA	3	210-211.00-974.458	0.00	5	200.00	s						0.00	\$		
58	Sign, Relocate	EA	3	210-211.00-974.458	1.00	\$	1,500.00	s	1,500.00					1.00	5	1,500.00	100%
59	Relocate Electric Outlet	LS	3	210-211.00-974.458	1.00	\$	1,500.00	\$	1,500.00					1.00	\$	1,500.00	100%
60	Turf Establishment	LS	3	210-211.00-974.458	1.00	S	5,000.00	\$	5,000,00					1.00	\$	5,000.00	100%
61	Sidewalk, Conc. 4 inch with thickened ed	SFT	3	210-211.00-974.458	152.00	\$	20.00	s	3,040.00					152.00	\$	3,040.00	100%
62	Fence, Chain Link 72 inch	FT	3	210-211.00-974.458	65.00	\$	80.00	s	5,200.00	65.00	\$	5,200.00	100%	65.00	\$	5,200.00	100%
63	Riprap, Remove and Reset	SYD	3	210-211.00-974.458	7.00	\$	70.00	\$	490.00	7.00	\$	490.00	100%	7.00	s	490.00	100%
64	Contingency Allowance	DLR	3	210-211.00-974.458	0.99	\$	11,500.00	\$	11,401.00	0.94	\$	10,801.00	95%	0.99	\$	11,401.00	100%
65	Owner Coordination Contingency	DLR	3	210-211.00-974.458	0.00	\$	6,000.00	s						0.00	\$	42	
66	Landscape Allowance	DLR	3	210-211.00-974.458	0.95	\$	4,000.00	\$	3,811.00	0,95	\$	3,811.00	100%	0.95	5	3,811.00	100%
67	Curb and Gutter	FT	3	210-211.00-974.458	35.75	\$	40.00	s	1,430.00	35.75	\$	1,430.00	100%	35.75	\$	1,430.00	100%
68	Erosion Control, Silt Fence	FT	3	210-211.00-974.458	124.00	\$	2.00	5	248.00					124.00	\$	248.00	100%
69	Sidewalk, Remove	SYD	3	210-211.00-974.458	131.20	\$	10.00	\$	1,312.00	6,20	\$	62.00		131.20	\$	1,312.00	100%
70	Fence, Remove	FT	3	210-211.00-974.458	103.00	\$	6.00	s	618,00					103.00	\$	618.00	100%
71	Station Grading, Sidewalk	FT	3	210-211.00-974.458	367.20	\$	15.00	\$	5,508.00	263.00	\$	3,945.00		367.20	\$	5,508.00	100%
72	Agg Base, 21AA, 6-inch, Limestone	SYD	3	210-211.00-974.458	197.00	s	12.20	\$	2,403.40	177.70				197.00	\$	2,403,40	100%
73	Sidewalk Ramp, ADA, Conc, 6-inch	SFT	3	210-211.00-974.458	192.30	s	7.00	s	1,346.10	192.30				192.30	\$	1,346.10	100%
74	Sidewalk, Conc, 4-inch	SFT	3	210-211.00-974.458	1636.80	\$	4.00	s	6,547,20	1267.80				1636.80	s	6,547.20	100%
75	Curb and Gutter, Remove	FT	3	210-211.00-974.458	35.75	s	15.00	\$	536.25	0.75	\$	11.25	2%	35.75	\$	536,25	100%
76	Culv, HP Storm, 12-inch	FΥ	3	210-211.00-974.458	28.00	\$	30.00	\$	840.00	16.00	\$	480.00	57%	28.00	\$	840.00	100%
	TOTAL FROM THIS SHEET							\$	138,356,82		\$	46,446.75			\$	138,356,82	
	TOTAL FROM OTHER SHEETS			\$ 71,141.00				\$	66,131.98		\$	7,240.20			\$	66,131.98	

204,488.80

53,686.95

204,488.80 100%

71,141.00



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**APPLICATION FOR FINAL PAYMENT** 

PROJECT:

NOVI PROJECT NO .:

PAYMENT NO .:

#### **NEW CONTRACT ITEMS**

	SECTION 1.		COST OF COMPLETED WORK TO DATE													
Item	Division 3 - 3 Additional Segments		Chairm Co.				ONTRACT			ТН	HIS PERIOD		TOTAL TO DATE			
No.	Description of Item	Unit	Division	GL#	Quantity	$\overline{}$	t/Unit	Total Amt	Quantity		Amount	%	Quantity	T.	Amount	%
77	Mobilizaton, Max 5% (Beachwalk Dr)	LS	2	264-204.00-975.017	1.00		432.00		1.00	S	432.00	100%	1.00	\$	432.00	100%
78	Traffic Maintenance and Control (Beachw	LS	2	204-204.90-975.017	1.00		,500,00	1,500.00	1.00	\$	1,500.00	100%	1.00	\$	1,500.00	100%
79	Irrigation Head Replacement (Beachwalk	EA	2	204-204.00-975.017	0.00	S		\$ -		-			0.00	\$	*	2000
80	Turf Establishment (Beachwalk)	LS	2	204-204.00-975.017	1.00	_	,000.00	\$ 1,000.00	1.00	\$	1,000.00	100%	1.00	\$	1,000.00	1009
81	Contingencty Allowance	LS	2	204-204.00-975.017	0.00		500.00			-			0.00	-		
82	Sidewalk, Conc, 6-inch	SFT	3	210-211.00-974.458	0.00	\$	6.00						0.00			
_																
						-										
														-		
														1		
				On the Second										1		
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														1		
_																
	TOTAL FROM THIS SHEET TOTAL FROM OTHER SHEETS GRAND TOTAL			\$ 71,141.00 \$ 71,141.00				\$ 2,932.00 \$ 204,488.80 \$ 207,420.80		\$ \$ \$	2,932.00 53,686.95 56,618.95			\$ \$ \$	2,932.00 204,488.80 207,420.80	100%



**BALANCE DUE THIS PAYMENT:** 

## **CITY OF NOVI**

PURCHASE ORDER NO. 95223 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: 2017 Pathways and ADA NOVI PROJECT NO .: 17-5001 PAYMENT NO .: FINAL **Original Contract Amount:** \$ 71,141.00 **CHANGE ORDERS Change Orders:** 136,279.80 No. Date **Amount** October 5, 2017 157,068.00 \$ Adjusted Contract Amount to Date: \$ 207,420.80 59.16 2 October 31, 2017 \$ (20,847.36)3 August 1, 2018 \$ **Total Cost of Work Performed to Date:** \$ 207,420.80 MINUS Retainage: 0% \$ MINUS Inspection "Crew Days": To Date 47.00 \$ This Pay 12.50 8 Net Amt. Earned of Contract and Extra Work to Date: 207,420.80 9 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = \$900 Subtotal: \$ 207,420.80 TOTAL: \$ ADD Incentive "Crew Days", if under: \$ 136,279.80 Subtotal: 207,420.80 MINUS Amount of Previous Payments: 130,806.16 53,092.23 1 5 2 \$ 77,713.93 16.00 3 Inspection "Crew Days" Allowed per Contract: 31.00 Additional "Crew Days" per Change Orders: 47.00 5 Total Inspection "Crew Days" Allowed: 47.00 Inspection "Crew Days" Used to Date: 0.00 Inspection "Crew Days" Remaining: 8 9

76,614.64



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

Section 3.

#### **APPLICATION FOR FINAL PAYMENT**

PROJECT:

2017 Pathways and ADA

**NOVI PROJECT NO.:** 

17-5001

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 leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); 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.

Bruce Abbott

JB Contractors, Inc.

**CONTRACTOR - Electronic Signature Certification** 

Barry Gates

| Discourse | Dis

OHM Advisors

CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Digitally signed by Aaron J. Staup

DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering Division, email=astaup@cityofnovi.org, c=US

Division, email=astaup@cityotnovi.o.
Date: 2018.09.07 09:50:13 -04'00'

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

Marco & Miles

Digitally signed by George Melistas DN: cn=George Melistas, o=City of Novi, ou=Engineering Division, email=gmelistas@cityofnovi.org, c=U5 Date: 2018.09.07.09:55:36-04'00"

George D. Melistas, Engineering Senior Manager

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.

#### **CREW DAYS - TRACKING BY DIVISION**

Project: 2017 Pathways and ADA

Novi Project No.: 17-5001

Contractor: JB Contractors, Inc.

Engineer: OHM Advisors

						USED (By Pay Estimate)												
DIVISION	DESCRIPTION	ORIGINAL	ADD/DEDUCT	CO#	REVISED	PE#1	PE#2	PE#3	PE#4					PE#9	PE#10	FINAL	TOTAL	REMAINING
1	Pathways	10.00			10.00	10.00	0.00										10.00	0.00
2	ADA improvements	6.00			6.00	6.00	0.00										6.00	0.00
3	Additional Sidewalk	0.00		1,3	31.00		18.50									12.50	31.00	0.00
				$\vdash$														
				+														
											-							
	TOTAL	16.00	0.00		47.00	16.00	18.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.50	47.00	0.00

Bruce Abbott

JB Contractors, Inc.

**CONTRACTOR** - Electronic Signature Certification

Barry Gates Discussional by Sarry Gates Discussional Gates Discussiona

OHM Advisors

CONSULTANT - Electronic Signature Certification

CITY OF NOVI

P

Digitally signed by Aaron J. Staup DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering Division, email=astaup@cityofnovi.org, c=US Date: 2018.09.07 09:51:15 -04:00'

Aaron J. Staup, Construction Engineer Electronic Signature Certification

George & Miles

Digitally signed by George Meiistas DN: cn=George Melistas, o=City of Novi, ou=Engineering Division, email=gmelistas@cityofnovi.org, c=US Date: 2018.09.07.0935:59-04100

George D. Melistas, Engineering Senior Manager
Electronic Signature Certification

<sup>\*</sup> Consultant to provide an Authorization for Additional Services (AAS) form with any Pay Application, adding or deducting crew days to or from the contractor.

## CONSENT TO FINAL PAYMENT BY WESTFIELD INSURANCE COMPANY

WESTFIELD INSURANCE COMPANY BOND NO. 5582169

OBLIGEE:City of Novi	OBLIGEE'S PROJECT NO.:
45175 West Ten Mile Rd.	
Novi, MI 48375	DATE OF CONTRACT: 07/11/2017
PROJECT: (Insert name, address and description of Pro	oject)
2017 Pathways and ADA Compliance Program	
Westfield Insurance Company, P. O. Box 50 Surety on bond of contractor, (Insert name and address of Contractor)  JB Contractors, Inc 3201 Livernois	netween the Obligee and the Contractor as indicated above, 01, One Park Circle, Westfield Center, Ohio 44251-5001, a
Detroit, MI 48210	
hereby approves of the final payment to the	Contractor, and agrees that final payment to the Contractor
shall not relieve Westfield Insurance Compa (Insert name and address of Obligee)	Contractor, and agrees that final payment to the Contractor ny of any of its obligations to the Obligee,
shall not relieve Westfield Insurance Compa	Contractor, and agrees that final payment to the Contractor ny of any of its obligations to the Obligee,

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/17/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2141882 09

General Power of Attorney

# Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

**CERTIFIED COPY** 

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ous E. Zervos, angelo G. Zervos, donald W. Burden, Stephen M. Zervos, Stephanie A. Dinco, Michael G. Zervos, Jointly or Severally

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of

LIMITATION: THIS POWER OF ATTORNEY GUARANTEE, OR BANK DEPOSITORY BONDS. THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Altorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.\*

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of NOVEMBER A.D., 2017.

MEUNANCA Corporate Seals Affixed

State of Ohio County of Medina

ANTIONAL NO SEAL The Manual of the State of the Peninani

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus, National Surety Leader and Senior Executive

On this 17th day of NOVEMBER A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

33.:



David A. Kotnik, Attorney at Law. Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Wilness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of

A.R. MANUEL 2018 August

SEAI Manual A Manual



MALAN Secretary

Frank A. Carrino, Secretary

#### **GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number <u>5582169</u> effective <u>July 24, 2017</u> issued by <u>Westfield Insurance Company</u> in the amount of <u>SEVENTY ONE THOUSAND ONE HUNDRED FORTY ONE AND 00/100 DOLLARS (\$71,141.00)</u> on behalf of <u>JB Contractors, Inc</u> as Principal and in favor of <u>City of Novi</u> as Obligee for <u>2017 Pathways and ADA Compliance Program</u> Project:

Now, Therefore, it is agreed that:

The Maintenance Bond has Increased to:

\$207,420.80

From

\$71,141.00

It is further understood and agreed that all other terms and con	aditions of this bond shall remain unchanged.
This rider is to be effective the 23 <sup>rd</sup> day of August, 2018.	
Signed, sealed and dated this 23rd day of August, 2018	
JB Contractors, Inc	Westfield Insurance Company
(Principal)	(Surety)
By: Juan Lopez	By: Donald W. Burden, Attorney-in-Fact
Accepted By:	,

General Power of Attorney POWER NO. 2141882 09

# Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to inclinidually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ous E. Zervos, angelo G. Zervos, donald W. Burden, Stephen M. Zervos, Stephanie A. Dinco, Michael G.

ZERVOS, JOINTLY OR SEVERALLY

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of surelyship. 

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Suroty Operations Executive or other Executive shall be and is hereby vested with rull power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for

and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as it signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of NOVEMBER A.D., 2017.

Corporate MAURANC Seals **baxIIIA** 

State of Ohlo County of Medina

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WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus, National Surety Leader and Senior Executive

On this 17th day of NOVEMBER A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive or WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohlo County of Medina

SS.



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Altorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westlield Center, Ohio, this 23rd day of

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2018 STIONAL W Tennaman \*



Frank A. Carrino, Secretary



STATE OF MICHIGAN

#### **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.

COUNTY OF Jacks	on	
The undersigned, being duly swom, on	oath deposes and say	ys that (s)he is the
Project Manager (Title)	of the	JB Contractors, Inc. (Firm Name)
the contractor employed by the City of N	lovi to furnish labor a	
2017 Pathways and ADA		
	(Description of Impi	rovement)
located at: 3201 Livemois Ave., Detroi	t, MI 48210	
undersigned to have furnished services of the improvements on the premises; the corporation on account of labor, service premises; that as of this date, all work to or any suppliers or subcontractors of the	yment; that the person, equipment, labor an nat the dollar amount s, equipment, and/or be performed with resumbled or any	

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 13th day of	Augu	8+	, 20 <u>18</u>	7
Name: Balles Abhott (individual/	/corporation/par	rtnership)		-
	N 100 10 100 100 10 100 100 100 100 100	NOTE ACTOR ACTIONS - 1		
By: Allice Allot	Attest: _		(Title)	
Subscribed and sworn to before me this	13th	day of	August	, 20
Notary Public: KANG YUSE	alutt	A	0.00	

NIO	ТЛ	DV	SE	ΛI
NO	17	L.	OE	ML.

Kara Woodworth
Notary Public - Jackson County, MI
My Commission Expires, Jan 27, 2024
Acting in County of Jan 27, 2024

# SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Messina Concrete	Concrete	Paid in Full				\$0.00
Calo & Sons	Stone 21AA	Paid in Full				\$0.00
Upright Fence	Fencing	Paid in Full				\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
		20			#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$0.00	<b>\$0</b> .00	\$0.00	包括高型	

## RECAPITULATION

Amount of Original Contract:	\$71,141.00	Work Completed to Date:	\$207,420.80
Plus: Extras to Contract:	\$157,127.16	Less: Total Retainage:	\$0.00
Total: Contract plus Extras:	\$228,268.16	Less: Amount Previously Paid:	\$130,806.16
Less: Credits to Contract:	\$20,847.36	Less: Amount of this Request:	\$76,614.64
Total: Adjusted Contract:	\$207,420.80	Total Balance Due:	\$0.00



# FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with JB Contract	ctors, Inc.	to provide		
•	(Prime Contracting Party)	•		
Supply Concrete (Type of service)	for the	improvement of the property		
described as Pathways and ADA compliance Program, City of Novi				
	(Project Name)			
having been fully paid and satis lien rights against such property				
If the improvement is provided owner or lessee of the property Notice of Furnishing from me/on the owner, lessee, or designee hus, the owner, lessee, or designee us, either in writing, by telephone Signed on:	or the owner's or less ne or us or if I/we are not as not received this we may not rely upon it e, or personally, to veri	see's designee has received a of required to provide one, and aiver directly from me/one of without contacting me/one of		
Company Name: Messina Con	crete			
Address: PO box 1173 Monroe N	/II 48161			
Telephone: 734 241 8380				

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

16 contracting conflore.com



# FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with JB Contractors, inc. to prov	ride			
(Prime Contracting Party)				
Supply stone 21AA for the improvement of the (Type of service)	e property			
described asPathways and ADA compliance Program, City of Novi				
(Project Name)				
having been fully paid and satisfied, by signing this waiver, all my/our collien rights against such property are hereby waived and released.	onstruction			
If the improvement is provided to property that is a residential structure owner or lessee of the property or the owner's or lessee's designee has Notice of Furnishing from me/one or us or if I/we are not required to provid the owner, lessee, or designee has not received this waiver directly from us, the owner, lessee, or designee may not rely upon it without contacting us, either in writing, by telephone, or personally, to verify that it is authentic	received a ie one, and me/one of me/one of			
Signed on: 8/16/18 Jante Zuwest				
Annette Zyw. 8/ (Printed Name delien Claimant)				
Admin. Assistant				
A AND TO EASTER O'S AND THE STATE OF THE STA				
Company Name: Calo & Sons Construction Inc.				
Address: Po Box 530563 Livonia MI 48153				
Telephone: 248 468-9200				

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



# **FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with JB Contractors, Inc.	to provide			
(Prime Cont	tracting Party)			
Supply and install fence (Type of service)	for the improvement of the property			
described as Pathways and ADA compliance Program, City of Novi				
(Project	Name)			
having been fully paid and satisfied, by signi lien rights against such property are hereby wa				
If the improvement is provided to property to owner or lessee of the property or the owner Notice of Furnishing from me/one or us or if I the owner, lessee, or designee has not receiv us, the owner, lessee, or designee may not relus, either in writing, by telephone, or personal	r's or lessee's designee has received a /we are not required to provide one, and ed this waiver directly from me/one of ly upon it without contacting me/one of			
Signed on: 8-14-18	(Signature of Lien Claimant)			
	(Printed Name of Lien Claimant)			
— P	(Title of Lien Claimant)			
Company Name: Upright Fence Inc.				
Address: 37915 Ford Rd. Westland Mi 48185				
Telephone:734 729-5172				

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