

# CITY of NOVI CITY COUNCIL

Agenda Item E  
January 10, 2011

**SUBJECT:** Approval of the Final Payment to WCI Contractors, Inc., for the Fuerst Park Phase 1 Improvements project, in the amount of \$5,374.55.

**SUBMITTING DEPARTMENT:** Parks Recreation & Cultural Services Department  
Department of Public Services, Engineering Division *PAC*

**CITY MANAGER APPROVAL:** *[Signature]* *RA* *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 5,374.55</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 652,250.00</b>
<b>LINE ITEM NUMBER</b>	<b>101-265.00-971.100</b>

## BACKGROUND INFORMATION:

The City's consulting engineer for this project, Spalding DeDecker & Associates, Inc. (SDA), administered the construction contract for the Fuerst Park Improvements project. SDA has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, WCI Contractors, Inc., of Washington, MI. (Final Pay Estimate No. 6, attached).

The Fuerst Park construction work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$5,374.55 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's December 21, 2010 letter, attached). The original contract was approved at the April 6, 2009 City Council meeting in the amount of \$330,981.97.

There were four approved change orders resulting in a net increase of \$66,492.40 to the construction contract. The first change order was approved by City Council on August 24, 2009 for a net increase of \$66,625.24 to reflect additional costs related to four categories: items removed from the Township Hall relocation contract and added to the park construction contract, additional features to improve the quality of the finished park, quantity increases related to the unit price contract, and unforeseen or unexpected field conditions related to the site. The second change order resulted in a net increase of \$7,431.56 for additional work items associated with additional quantities for crushed granite path, sidewalks, and fieldstone walls to better fit final grade of the surrounding areas. The third change order resulted in a net decrease of \$4,664.40 to the contract price to balance existing contract items and to remove those items not used. The final change order resulted in a net decrease of \$2,900 for unsatisfactory lawn restoration in some areas of the park (to be addressed by DPS in spring 2011). The total work performed, including approved change orders, results in a final contract price of \$397,474.37.

**RECOMMENDED ACTION:** Approval of the Final Payment to WCI Contractors, Inc., for the Fuerst Park Phase 1 Improvements project, in the amount of \$5,374.55.

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Fischer</b>				
<b>Council Member Margolis</b>				

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				
<b>Council Member Wrobel</b>				

December 21, 2010

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secretwardle.com

Suzanne Moreno, Finance Department  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

Re: **Fuerst Park**  
**WCI Contractors, Inc., - Closing Documents**  
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Fuerst Park Project:

- Final Application for Payment and Engineer's Certificate No. 6
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond and Rider

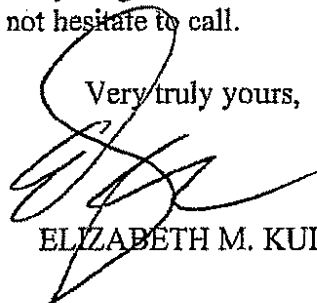
Subject to the approval of the Final Pay Estimate by City staff and the closing documents appear to be in order.

We note that the Maintenance and Guarantee Bond Rider is in the amount of the final contract amount rather than the total contract amount as it has been agreed that the City will keep \$2,900 of the retainage for lawn restoration rather than drawing a similar amount on the bond for a project deficiency.

The general contractor will provide you with a final waiver of lien when the final payment is picked-up.

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



ELIZABETH M. KUDLA

EMK

cc: Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Aaron Staup, Construction Engineering Coordinator  
Thomas R. Schultz, Esquire

**CITY OF NOVI  
FUERST PARK  
SDA Job No. : NV09-003**

ENGINEER'S PAYMENT CERTIFICATE No. 6 - FINAL  
OF WORK PERFORMED THROUGH OCTOBER 23, 2009

CONTRACTOR:

WCI Contractors, Inc.  
20210 Conner

Original Contract Amount: \$330,981.97

- Adjusted Contract Amount: \$397,474.37

PO Box 177

Phone: (313) 368-2100

Original Completion Date: July 6, 2009

- Adjusted Completion date: N / A

Washington, MI 48094

Fax: (313) 368-8986

ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
<b>Section 1 - General</b>											
A	Mobilization (max 5%)	1	LS	1		1	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00
B	Demolition / Site Preparation	1	LS	1		1	\$ 7,035.00	\$ 7,035.00	\$ -	\$ 7,035.00	\$ 7,035.00
C	Silt Fence	1194	LF	1194		1194	\$ 1.05	\$ 1,253.70	\$ -	\$ 1,253.70	\$ 1,253.70
D	Inlet Filter	8	EA	8		8	\$ 80.00	\$ 640.00	\$ -	\$ 640.00	\$ 640.00
E	Tree Protection Fencing	2342	LF	2342		2342	\$ 2.30	\$ 5,386.60	\$ -	\$ 5,386.60	\$ 5,386.60
F	Gravel Construction Drive	1	EA	1		1	\$ 840.00	\$ 840.00	\$ -	\$ 840.00	\$ 840.00
G	Earthwork	2300	CY	2300		2300	\$ 9.15	\$ 21,045.00	\$ -	\$ 21,045.00	\$ 21,045.00
H	Remove Outhouse Foundation	1	LS				\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00
I	Seeded Lawn with 4" Topsoil	12,971	SY	12,971		12,971	\$ 0.72	\$ 9,339.12	\$ -	\$ 9,339.12	\$ 9,339.12
J	Sodded Lawn with 4" Topsoil	894	SY	894		894	\$ 2.50	\$ 2,235.00	\$ -	\$ 2,235.00	\$ 2,235.00
K	Flagstone Paving w/ Aggregate Base	1017	SF	1017		1017	\$ 9.00	\$ 9,153.00	\$ -	\$ 9,153.00	\$ 9,153.00
L	Concrete Terraced Seating	231	LF	231		231	\$ 170.00	\$ 39,270.00	\$ -	\$ 39,270.00	\$ 39,270.00
M	Concrete Wall at B.F. Seating	39	LF	39		39	\$ 189.00	\$ 7,371.00	\$ -	\$ 7,371.00	\$ 7,371.00
N	Concrete Sidewalk (4")	14,946	SF	14,946		14,946	\$ 4.15	\$ 62,025.90	\$ -	\$ 62,025.90	\$ 62,025.90
O	Concrete Sidewalk (6")	160	SF	160		160	\$ 5.65	\$ 904.00	\$ -	\$ 904.00	\$ 904.00
P	Concrete Sidewalk (8")	278	SF	278		278	\$ 6.75	\$ 1,876.50	\$ -	\$ 1,876.50	\$ 1,876.50
Q	Stone Maintenance Strip	130	SF	130		130	\$ 4.50	\$ 585.00	\$ -	\$ 585.00	\$ 585.00
R	Crushed Granite Path	3344	SF	3344		3344	\$ 5.80	\$ 19,395.20	\$ -	\$ 19,395.20	\$ 19,395.20
S	Concrete Stairs at Amphitheater	99	LF	90		90	\$ 48.00	\$ 4,320.00	\$ -	\$ 4,320.00	\$ 4,752.00
T	Concrete Stair (Entry Walk)	30	LF	30		30	\$ 48.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 1,440.00
U	Fieldstone Walls	1033	SFF	1033		1033	\$ 17.35	\$ 17,922.55	\$ -	\$ 17,922.55	\$ 17,922.55
V	Barrier Free Ramp	2	EA	1		1	\$ 370.00	\$ 370.00	\$ -	\$ 370.00	\$ 740.00
W	Railing	33	LF	33		33	\$ 95.00	\$ 3,135.00	\$ -	\$ 3,135.00	\$ 3,135.00
X	Frost Free Footings	3	EA	3		3	\$ 325.00	\$ 975.00	\$ -	\$ 975.00	\$ 975.00
Y	Boulders	1	LS	1		1	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 2,100.00
Z	Catch Basins	5	EA	5		5	\$ 1,950.00	\$ 9,750.00	\$ -	\$ 9,750.00	\$ 9,750.00
AA	Class IV Pipe, 12"	443	LF	413		413	\$ 24.00	\$ 9,912.00	\$ -	\$ 9,912.00	\$ 10,632.00
BB	Precast Concrete End Section	2	EA	1		1	\$ 1,365.00	\$ 1,365.00	\$ -	\$ 1,365.00	\$ 2,730.00
CC	Draintile, 4" Dia.	218	LF	218		218	\$ 5.25	\$ 1,144.50	\$ -	\$ 1,144.50	\$ 1,144.50
DD	HDPE Pipe	55	LF	37		37	\$ 19.30	\$ 714.10	\$ -	\$ 714.10	\$ 1,081.50
EE	Light Pole and Fixture	1	EA	1		1	\$ 2,835.00	\$ 2,835.00	\$ -	\$ 2,835.00	\$ 2,835.00
FF	Light Pole w/ Stage Fixture	2	EA	2		2	\$ 5,145.00	\$ 10,290.00	\$ -	\$ 10,290.00	\$ 10,290.00
GG	Floodlights	5	EA	5		5	\$ 580.00	\$ 2,900.00	\$ -	\$ 2,900.00	\$ 2,900.00
HH	4" C, Schedule 40, PVC for Phone Lines	60	LF	60		60	\$ 9.00	\$ 540.00	\$ -	\$ 540.00	\$ 540.00
II	3/4" C, Schedule 40, PVC	170	LF	170		170	\$ 2.10	\$ 357.00	\$ -	\$ 357.00	\$ 357.00
JJ	1.5" C, Schedule 40, PVC	240	LF	240		240	\$ 3.50	\$ 840.00	\$ -	\$ 840.00	\$ 840.00
KK	#8 AWG, Copper, THHN / THWN	2030	LF	2030		2030	\$ 2.35	\$ 4,770.50	\$ -	\$ 4,770.50	\$ 4,770.50
LL	Grade Box w/ Cover and Tamper-Proof Screws	1	EA	1		1	\$ 630.00	\$ 630.00	\$ -	\$ 630.00	\$ 630.00

NV09-003 Pay Certificate No. 6 (cont.)											
ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
MM	Irrigation System	1	LS	1		1	\$ 6,650.00	\$ 6,650.00	\$ -	\$ 6,650.00	\$ 6,650.00
QQ	Contractor Staking	1	LS	1		1	\$ 5,250.00	\$ 5,250.00	\$ -	\$ 5,250.00	\$ 5,250.00
RR	Rock Excavation		CY				\$ 36.00	\$ -	\$ -	\$ -	\$ -
SS	Sandblast Finish (18" wide)	2090	LF	2090		2090	\$ 3.15	\$ 6,583.50	\$ -	\$ 6,583.50	\$ 6,583.50
TT	Barrier Free Sign	3	EA	3		3	\$ 185.00	\$ 555.00	\$ -	\$ 555.00	\$ 555.00
UU	Barrier Free Van Accessible Sign	1	EA	1		1	\$ 185.00	\$ 185.00	\$ -	\$ 185.00	\$ 185.00
VV	Striping (Waterborne Paint)	123	LF	123		123	\$ 0.80	\$ 98.40	\$ -	\$ 98.40	\$ 98.40
WW	Cross Hatch Striping (Waterborne Paint)	260	LF	260		260	\$ 1.30	\$ 338.00	\$ -	\$ 338.00	\$ 338.00
XX	Barrier Free Symbol (Waterborne Paint)	3	EA	3		3	\$ 70.00	\$ 210.00	\$ -	\$ 210.00	\$ 210.00
YY	Erosion Control Blanket	450	SY				\$ 1.40	\$ -	\$ -	\$ -	\$ 630.00
ZZ	Imported Topsoil		CY				\$ 27.50	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Section 1 - General</b>								\$ 299,535.57	\$ -	\$ 299,535.57	\$ 304,199.97
<b>Section 2 - Alternate No. 1 - Landscaping - Plant Material at Township Hall</b>											
A1-1	Hedra Helix (2-1/4" Peat Pot)	80	EA	80		80	\$ 4.00	\$ 320.00	\$ -	\$ 320.00	\$ 320.00
A1-2	Juniperus Sabina 'Buffalo' (No. 3 Cont)	32	EA	32		32	\$ 24.00	\$ 768.00	\$ -	\$ 768.00	\$ 768.00
A1-3	Hydrangea A. 'Annabelle' (No. 3 Cont)	20	EA	20		20	\$ 28.00	\$ 560.00	\$ -	\$ 560.00	\$ 560.00
A1-4	Rosa 'Pink Knockout' (No. 2 Cont)	103	EA	103		103	\$ 22.00	\$ 2,266.00	\$ -	\$ 2,266.00	\$ 2,266.00
A1-5	Spirea X. Vanhouttei (30" B&B)	2	EA	2		2	\$ 50.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
A1-6	Taxus X. Media 'Hicksii' (30" B&B)	20	EA	20		20	\$ 66.00	\$ 1,320.00	\$ -	\$ 1,320.00	\$ 1,320.00
A1-7	Thuja O. 'Nigra' (6' Ht. B&B)	2	EA	2		2	\$ 75.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00
A1-8	Mulch	10	CY	10		10	\$ 50.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
<b>Section 3 - Alternate No. 2 - Landscaping - Plant Material near corner of Ten Mile Rd. and Taft</b>											
A2-1	Hedra Helix (2-1/4" Peat Pot)	360	EA	360		360	\$ 4.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 1,440.00
A2-2	Juniperus Sabina 'Buffalo' (No. 3 Cont)	24	EA	24		24	\$ 24.00	\$ 576.00	\$ -	\$ 576.00	\$ 576.00
A2-3	Rosa 'Pink Knockout' (No. 2 Cont)	46	EA	46		46	\$ 22.00	\$ 1,012.00	\$ -	\$ 1,012.00	\$ 1,012.00
A2-4	Spirea X. Vanhouttei (30" B&B)	52	EA	52		52	\$ 50.00	\$ 2,600.00	\$ -	\$ 2,600.00	\$ 2,600.00
A2-5	Mulch	11	CY	11		11	\$ 50.00	\$ 550.00	\$ -	\$ 550.00	\$ 550.00
<b>Section 4 - Alternate No. 5 - Install Amphitheater Benches (3 seat unit)</b>											
A5-1	Install Amphitheater Benches (3 seat unit)	2	EA	2		2	\$ 1,020.00	\$ 2,040.00	\$ -	\$ 2,040.00	\$ 2,040.00
<b>Section 5 - Alternate No. 6 - Install Park Benches</b>											
A6-1	Purchase and Install Backless Park Benches	7	EA	7		7	\$ 1,380.00	\$ 9,660.00	\$ -	\$ 9,660.00	\$ 9,660.00
A6-2	Purchase and Install Park Benches w/ Backs	2	EA	2		2	\$ 1,460.00	\$ 2,920.00	\$ -	\$ 2,920.00	\$ 2,920.00
<b>Subtotal Alternates 1, 2, 5 and 6</b>								\$ 26,782.00	\$ -	\$ 26,782.00	\$ 26,782.00

NV09-003 Pay Certificate No. 6 (cont.)											
ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
<b>Section 6 - Change Order No. 1</b>											
CO1-D	Inlet Filter	1	EA	1		1	\$ 80.00	\$ 80.00	\$ -	\$ 80.00	\$ 80.00
CO1-E	Tree Protection Fencing	258	LF	258		258	\$ 2.30	\$ 593.40	\$ -	\$ 593.40	\$ 593.40
CO1-T	Concrete Stair (Entry Walk)	12	LF	12		12	\$ 48.00	\$ 576.00	\$ -	\$ 576.00	\$ 576.00
CO1-U	Fieldstone Walls	512.1	SFF	512.1		512.1	\$ 17.35	\$ 8,884.94	\$ -	\$ 8,884.94	\$ 8,884.94
CO1-Z	Catch Basins	1	EA	1		1	\$ 1,950.00	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 1,950.00
CO1-SS	Sandblast Finish (18" wide)	286	LF	286		286	\$ 3.15	\$ 900.90	\$ -	\$ 900.90	\$ 900.90
CO1-1	Fill and Topsoil, Relocate Existing	1	LS	1		1	\$ 4,715.00	\$ 4,715.00	\$ -	\$ 4,715.00	\$ 4,715.00
CO1-2	Fill, Spread Excess	1	LS	1		1	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00
CO1-3	Knoll	1	LS	1		1	\$ 4,350.00	\$ 4,350.00	\$ -	\$ 4,350.00	\$ 4,350.00
CO1-4	Tree Removal	1	LS	1		1	\$ 4,350.00	\$ 4,350.00	\$ -	\$ 4,350.00	\$ 4,350.00
CO1-5	Bury Barn Footing and Cobblestone	1	LS	1		1	\$ 1,725.00	\$ 1,725.00	\$ -	\$ 1,725.00	\$ 1,725.00
CO1-6	Imported Topsoil	1	LS	1		1	\$ 5,060.00	\$ 5,060.00	\$ -	\$ 5,060.00	\$ 5,060.00
CO1-7	Demo Barn Footings and Pads	1	LS	1		1	\$ 5,050.00	\$ 5,050.00	\$ -	\$ 5,050.00	\$ 5,050.00
CO1-8	Light Pole, Relocation	1	LS	1		1	\$ 1,750.00	\$ 1,750.00	\$ -	\$ 1,750.00	\$ 1,750.00
CO1-9	Bulletin No. 1	1	LS	1		1	\$ 3,120.00	\$ 3,120.00	\$ -	\$ 3,120.00	\$ 3,120.00
CO1-10	Bulletin No. 2	1	LS				\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00
CO1-11	Electrical Installation	1	LS	1		1	\$ 2,350.00	\$ 2,350.00	\$ -	\$ 2,350.00	\$ 2,350.00
CO1-12	Drainage, Taft Road	1	LS	1		1	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
CO1-13	Water Proof Front Entrance	1	LS	1		1	\$ 425.00	\$ 425.00	\$ -	\$ 425.00	\$ 425.00
CO1-14	Irrigation Increase	1	LS	1		1	\$ 695.00	\$ 695.00	\$ -	\$ 695.00	\$ 695.00
CO1-15	Paint Town Hall	1	LS	1		1	\$ 10,750.00	\$ 10,750.00	\$ -	\$ 10,750.00	\$ 10,750.00
CO1-16	Irrigation in Sod	1	LS	1		1	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00
<b>Subtotal Change Order No. 1</b>								\$ 63,825.24	\$ -	\$ 63,825.24	\$ 66,625.24
<b>Section 7 - Change Order No. 3</b>											
CO3-G	Earthwork	266	CY	266		266	\$ 9.15	\$ 2,433.90	\$ -	\$ 2,433.90	\$ 2,433.90
CO3-I	Seeded Lawn with 4" Topsoil	3,300	SY	3300		3300	\$ 0.72	\$ 2,376.00	\$ -	\$ 2,376.00	\$ 2,376.00
CO3-N	Concrete Sidewalk (4")	530.2	SF	530.2		530.2	\$ 4.15	\$ 2,200.33	\$ -	\$ 2,200.33	\$ 2,200.33
CO3-R	Crushed Granite Path	486.9	SF	486.9		486.9	\$ 5.80	\$ 2,824.02	\$ -	\$ 2,824.02	\$ 2,824.02
CO3-U	Fieldstone Walls	22.9	SFF	22.9		22.9	\$ 17.35	\$ 397.32	\$ -	\$ 397.32	\$ 397.31
CO3-10	Bulletin No. 2	-1	LS				\$ 2,800.00	\$ -	\$ -	\$ -	\$ (2,800.00)
<b>Subtotal Change Order No. 3</b>								\$ 10,231.57	\$ -	\$ 10,231.57	\$ 7,431.56

NV09-003 Pay Certificate No. 6 (cont.)											
ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
	<b>Section 8 - Change Order No. 4</b>										
CO4-H	Remove Outhouse Foundation	-1	LS				\$ 800.00	\$ -	\$ -	\$ -	\$ (800.00)
CO4-S	Concrete Stairs at Amphitheater	-9	LF				\$ 48.00	\$ -	\$ -	\$ -	\$ (432.00)
CO4-V	Barrier Free Ramp	-1	EA				\$ 370.00	\$ -	\$ -	\$ -	\$ (370.00)
CO4-AA	Class IV Pipe, 12"	-30	LF				\$ 24.00	\$ -	\$ -	\$ -	\$ (720.00)
CO4-BB	Precast Concrete End Section	-1	EA				\$ 1,365.00	\$ -	\$ -	\$ -	\$ (1,365.00)
CO4-DD	HDPE Pipe	-18	LF				\$ 19.30	\$ -	\$ -	\$ -	\$ (347.40)
CO4-YY	Erosion Control Blanket	-450	SY				\$ 1.40	\$ -	\$ -	\$ -	\$ (630.00)
	<b>Subtotal Change Order No. 4</b>							\$ -	\$ -	\$ -	\$ (4,664.40)
	<b>TOTALS</b>							\$ 400,374.37	\$ -	\$ 400,374.37	\$ 400,374.37
											LESS RETAINAGE
											\$ -
											TOTAL AMOUNT RECOMMENDED:
											\$ 400,374.37
											LESS PREVIOUS AMOUNT RECOMMENDED:
											\$ 392,099.82
											LESS RESTORATION CREDIT:
											\$ 2,900.00
											<b>FINAL CONTRACT AMOUNT</b>
											\$ 397,474.37
											<b>NET THIS CERTIFICATE:</b>
											\$ 5,374.55

CITY OF NOVI  
FUERST PARK  
SDA Job No. : NV09-003

SPALDING DeDECKER ASSOCIATES, INC.  
905 SOUTH BOULEVARD EAST  
ROCHESTER HILLS, MI 48307


WE HEREBY CERTIFY THAT THIS AMOUNT  
OF WORK HAS BEEN COMPLETED

  
TED MEADOWS, CONTRACT ADMINISTRATOR


DATE: 11/18/10

CITY OF NOVI  
45175 W. TEN MILE ROAD  
NOVI, MI 48375

APPROVED FOR PAYMENT:

  
NANCY COWAN, INTERIM DIRECTOR OF PARKS, RECREATION AND CULTURAL SERVICES  
*for Nancy Cowan*

DATE: 12/21/10

  
BRIAN COBURN, ENGINEERING MANAGER

12/16/10

WCI CONTRACTORS, INC.  
20210 CONNER  
PO BOX 177  
WASHINGTON, MI 48094

ACCEPTED FOR PAYMENT:

  
THOMAS MALISZEWSKI

DATE: 11/18/10





**WORK CHANGE DIRECTIVE No.     5**

**Project:** Fuerst Park Improvements

**Owner:** City of Novi  
26300 Delwal Drive  
Novi, Michigan 48375  
(248) 735-5632

**Engineer:** Spalding DeDecker & Associates, Inc.  
905 South Boulevard, East  
Rochester Hills, Michigan 48307  
(248) 844-5400

**Contractor:** WCI Contractors, Inc.  
20210 Conner  
Washington, Michigan 48094  
(586) 215-7553

**Drafted Date:** December 29, 2010

**Reasoning:** Although the substantial completion of the project was finished on time and within a relatively reasonable budget, the restoration (grass growth) for some areas of the park were not as satisfactory. Negotiations with the contractor regarding restoration yielded a credit to the contract for half of the retainage.

**Existing Contract Items**

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
CO5 - ZZ	Restoration Credit from Retainage	LS	\$2,900.00	1		\$2,900.00
<b>Subtotals</b>					\$0.00	\$2,900.00
<b>Total</b>					\$0.00	<b>-\$2,900.00</b>

**New Contract Items**

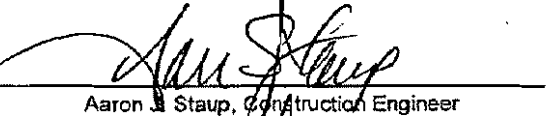
Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
<b>Subtotals</b>					\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

<b>Estimated Increase/Decrease in Contract Price</b>	<b>-\$2,900.00</b>
<b>Original Contract Amount</b>	<b>\$330,981.97</b>
<b>Sum of Previous Approved Change Orders</b>	<b>\$69,392.40</b>
<b>Estimated Revised Contract Amount</b>	<b>\$397,474.37</b>

\*Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum.

Accepted By:   
 WCI Contractors, Inc.


Date: 12/30/10

Prepared By:   
 Aaron J. Staup, Construction Engineer

Date: 12/29/10

Recommended By:   
 Aaron J. Staup, Construction Engineer

Date: 12/29/10

Approved By:   
 Brian Cobum, P.E., City Engineer

Date: 12/29/10



CHANGE ORDER No. 5

**Project:** Fuerst Park Improvements

**Owner:** City of Novi  
26300 Delwal Drive  
Novi, Michigan 48375  
(248) 735-5632

**Engineer:** Spalding DeDecker & Associates, Inc.  
905 South Boulevard, East  
Rochester Hills, Michigan 48307  
(248) 844-5400

**Contractor:** WCI Contractors, Inc.  
20210 Conner  
Washington, Michigan 48094  
(586) 215-7553

**Drafted Date:** December 29, 2010

**Description/Reasoning:** Although the substantial completion of the project was completed on time and within a relatively reasonable budget, the restoration (grass growth) for some areas of the park were not as satisfactory. Negotiations with contractor regarding restoration yielded a credit to the contract for half of the retainage.

To the Contractor: You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated. Documentation supporting these changes are on file with the City of Novi's Engineer. Current project plans and specifications will be adhered to unless specifically changed by this change order document.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF: -\$2,900.00

ORIGINAL CONTRACT AMOUNT: \$330,981.97

SUM OF PREVIOUS APPROVED CHANGE ORDERS: \$69,392.40

REVISED CONTRACT AMOUNT: \$397,474.37

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CONTRACT TIME BY: 0 Day(s) to  Substantial or  Final Completion

\*\*\*Where applicable, attach the corresponding number of Work Change Directive to this Change Order.\*\*\*

Accepted By: [Signature] Date: 12/30/10  
WCI Contractors, Inc.

Prepared By: [Signature] Date: 12/29/10  
Aaron J. Staup, Construction Engineer

Recommended By: [Signature] Date: 12/29/10  
Aaron J. Staup, Construction Engineer

Approved By: [Signature] Date: 12/29/10  
Brian Coburn, P.E., City Engineer

Bond No. 0062155

**RIDER**

To be attached to and form a part of Performance/Payment/Maint. and Guarantee Bond, No. 0062155  
dated the 15th day of April, 2009 issued by  
Westfield Insurance Company as Surety, on behalf of  
WCI Contractors, Inc., as Principal,

in the penal sum of Three Hundred Thirty Thousand Nine Hundred Eighty-one & 97/100  
Dollars (\$ 330,981.97), and in favor of City of Novi

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The bond penalty is increased from Three Hundred Thirty Thousand Nine Hundred Eighty-one & 97/100  
(\$330,981.97) to Three Hundred Ninety Seven Thousand Four Hundred Seventy-four & 37/100  
(\$397,474.37)

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

This rider shall become effective as of the 24th day of November, 2010

Signed, sealed and dated this 24th day of November, 2010

ATTEST:

*Karen R. Merritt*  
Karen R. Merritt

PRINCIPAL

WCI Contractors, Inc.

By *Thomas A. Maliszewski*  
Thomas A. Maliszewski

Westfield Insurance Company

ACCEPTED:

\_\_\_\_\_  
GEN90004ZZ1001f

By *Holly Nichols*  
Holly Nichols, Attorney-in-Fact

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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," duty 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 JOHN G. GROWNEY, BARRY L. HUNT, MARLA KOWALSKI, HOLLY NICHOLS, WILLIAM C. FRENCH, JOINTLY OR SEVERALLY

of TROY 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 suretyship.

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 & 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 Senior Executive and their corporate seals to be hereto affixed this 28th day of MARCH A.D., 2007.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 28th day of MARCH A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is 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; and 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



Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

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 Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of November A.D., 2010



Signature of Frank A. Carrino Secretary

**Sworn Statement**

State Of: Michigan  
 County: Wayne

Thomas A. Maliszewski Being duty sworn, deposes and says or affirms that WCI Contractors, Inc.  
 is the (contractor) (subcontractor) for an improvement to the following described property situated in Wayne  
 county, described as follows: (insert legal description)

Fuerst Park Improvements  
CITY OF NOVI

Contract # Job # 20179-0

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

\*(Some columns are not applicable to all persons listed)

			A	B	C	D	E	F	G
Name of Subcontractor, supplier, or laborer (list items over \$1000 only)	MC*	Type of Improvement or material furnished	Initial Contract Price	Change Order to Contract	Total Contract Amount (A+B)	Amount Previously Paid	Amount Previously Invoiced but Not Paid	Amount Currently Owing	Balance to Complete (C-D-E-F)
Albarelli Cement								0	
Active Tree Service								0	
Coastline Power + Lighting								0	
D+E Landscaping								0	
Environmental mgt								0	
Chuck Hotary								0	
Nutzak, Inc								0	
Spalding DeBaker								0	
Great Lakes Environ.								0	
<b>Total</b>									

All items NOT specifically listed are under \$1000 and have been paid in full.

Contractor states that all supplies used, except those specifically provided for this project and listed above, have been taken from inventory and payments to these suppliers are current.

Contractor further states that no money is owed for labor for said contract other than the sums above set forth and that contractor has not employed or procured material from or subcontracted with any person other than those mentioned on this statement and that the amount of payment requested will be applied to satisfy obligations to subcontractor, material suppliers and laborers of their union if such obligations have not satisfied previously.

Dependent further says that he or she makes the foregoing statement as the (contractor) ~~subcontractor~~ or as President, WCI Contractors, Inc

**WARNING TO OWNER: ANOTHER OWNER OR LESSEE OF THE PROPERTY DESCRIBED ABOVE MAY NOT RELY ON THIS SWORN STATEMENT**

Thomas A. Maliszewski  
(Dependent)

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT MAY BE SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, NO 497 OF THE PUBLIC ACTS OR 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS OR AS PROVIDED UNDER COMPARABLE LAWS OF OTHER STATES.**

Subscribed and sworn to before me this 3<sup>rd</sup> day of December 2010

Thomas A. Maliszewski III  
Notary Public  
Oakland County, Michigan  
Acting in Wayne

My Commission Expires: 1/16/2015

**INSTRUCTION/INFORMATION**

1. A Sworn Statement in the preceding form must be provided before any contractor or subcontractor can file a Complain of Cross-Claim or Counter-Claim to enforce a construction lien under certain State laws including Michigan.
2. An owner or lessee may withhold payment to a contractor or subcontractor who has not provided a Sworn Statement. An owner or lessee withhold from a contractor or subcontractor who has provided a Sworn Statement, the amount sufficient to pay all sums shown on the statement as owing subcontractors, suppliers and laborers, or the amount shown to be due to lien claimants who have provided Notices of Furnishing pursuant to the Michigan Construction Lien Act of 1980 or similar notices under othe state laws.
3. An owner or lessee may rely on a Sworn Statement to avoid a lien claim unless the lien claimant has provided the owner or lessee with a Notice of Furnishing pursuant to the Michigan Construction Lien Act of 1980. Similar provision may apply under laws of other states.
4. Under certain laws, including Michigan, if the contract provides for payment by the owner to the general contractor, if any, in the normal course of construction, but the owner elects.

# OAKLAND COMPANIES

Corporate Insurance • Bonds • Personal Insurance • Employee Benefits

November 18, 2010

City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

RE: Principal: WCI Contractors, Inc.  
Bond No: 0062155  
Project: Fuerst Park

Dear Sir/Madam:

As surety of performance and payment bond executed in support of the contract, we hereby grant our consent to final payment on said contract.

Westfield Insurance Company

BY:   
Holly Nichols, Attorney-In-Fact

cc: WCI Contractors, Inc.  
Westfield Insurance Company



General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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 JOHN G. GROWNEY, BARRY L. HUNT, MARLA KOWALSKI, HOLLY NICHOLS, WILLIAM C. FRENCH, JOINTLY OR SEVERALLY

of TROY 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 suretyship.

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 & 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 Senior Executive and their corporate seals to be hereto affixed this 28th day of MARCH A.D., 2007.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 28th day of MARCH A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is 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



Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

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 Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of November A.D., 2010



Signature of Frank A. Carrino, Secretary

My/our contract with WCI Contractors Inc  
(other contracting party)  
to provide Labor / Material for the improvement  
of the property described as: Everst Park, Novi Michigan

(use attachment if needed)

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

Albanetti Cement Contractors Inc.  
Paul A. Albanetti PRESIDENT  
(signature of lien claimant)

Address: 12725 Fairlane  
Livonia MI 48150

Signed on: 12/11/09  
(date)

Telephone: \_\_\_\_\_

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

**INSTRUCTIONS**

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

My/our contract with WCT Contractors Inc.  
(other contracting party)  
to provide Labor / material for the improvement  
of the property described as: Fuerst Park

(use attachment if needed)

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

Active Tree Service  
John Meyers  
PRESIDENT  
(signature of lien claimant)

Address: 36180 Bauman St.  
Richmond MI 48062

Signed on: 7-27-09  
(date)

Telephone: 586-727-8770

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

**INSTRUCTIONS**

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

**FULL UNCONDITIONAL WAIVER**  
(Under the Construction Lien Act of 1980)

My/our contract with WCI CONTRACTORS, INC.  
(other contracting party)  
to provide Labor / Materials for the improvement  
of the property described as: Fuerst Park  
City of Novi

(use attachment if needed)

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

Coastline Power+Light

(Printed Name of Lien Claimant)

S Cornish

(Signature of lien claimant) Sue Cornish, member

Address: 8338 Anchor Bay Dr.  
Algonac MI 48001-3503  
Telephone: 810-724-5951

Signed on: 12/10/09

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

**INSTRUCTIONS**

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

My/our contract with WCI Contractors INC  
(other contracting party)  
to provide Labor/ Material for the improvement  
of the property described as: Everest Park  
Novi, Michigan

(use attachment if needed)

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

D & E Landscaping  
[Signature] DARWIN MARTINDALE  
PRESIDENT  
(signature of lien claimant)

Signed on: 12/21/09  
(date)

Address: PO Box 249  
Richmond MI 48062  
Telephone: 586/722/4959

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

**INSTRUCTIONS**

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

My/our contract with WCI CONTRACTORS, INC.  
(other contracting party)  
to provide Labor & Material for the improvement  
of the property described as: Fuerst Park  
Novi Michigan.

(use attachment if needed)

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

Environmental Management  
R. Z. K. ROBIN KIND  
PRESIDENT  
(signature of lien claimant)

Address: 12250 Universal  
Taylor MI 48180

Signed on: 8/27/09  
(date)

Telephone: \_\_\_\_\_

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

INSTRUCTIONS

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

My/our contract with WCI Contractors Inc  
(other contracting party)  
to provide Labor / Materials for the improvement  
of the property described as: Fuerst Park  
Novi Michigan

(use attachment if needed)

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

Chuck Notary  
Chuck Notary CHUCK NOTARY  
PRESIDENT  
(signature of lien claimant)

Address: 1284 Rochester Rd  
Leonard MI 48367

Signed on: 11/23/09  
(date)

Telephone: \_\_\_\_\_

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

**INSTRUCTIONS**

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

My/our contract with WCI Contractors Inc.  
(other contracting party)  
to provide Labor / Material for the improvement  
of the property described as: Everest Park, Novi Michigan

(use attachment if needed)

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

Metzger Inc  
Scott Jacklyn  
PRESIDENT  
(signature of lien claimant)

Address: 59187 North Ave.  
Ray Twp MI 48096

Signed on: 7/28/10  
(date)

Telephone: \_\_\_\_\_

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

**INSTRUCTIONS**

- 1. Any waiver of construction lien rights in advance of work performed is invalid.
- 2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.



**FULL UNCONDITIONAL WAIVER**  
(Under the Construction Lien Act of 1980)

1605

011 V 11/14/04  
THE "GOOD" LINE OF LEGAL BLANKS  
THE RIEGLE PRESS, INC. FLINT, MICH.

My/our contract with WCI CONTRACTORS, INC.  
(other contracting party)  
to provide Labor & Material for the improvement  
of the property described as: Fuerst Park  
Novi Michigan  
SMD9DZZ.DC / SMD9DZZ.DT  
(use attachment if needed)

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

Spalding, Decker  
George M. Plate VICE PRESIDENT  
(signature of lien claimant)

Address: 905 S. Boulevard East  
Rochester Hills MI, 48307

Signed on: 9-22-09  
(date)

Telephone: 248-844-5400

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

**INSTRUCTIONS**

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

My/our contract with WCI Contractors, Inc.  
(other contracting party)  
to provide Labor / Materials for the improvement  
of the property described as: Fuerst Park Improvements  
City of Novi

(use attachment if needed)

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

Great Lakes Environmental  
[Signature] TIM STEINMAN  
PRESIDENT  
(signature of lien claimant)

Address: 7223 Twin Canyon Dr.  
Lambertville, MI 48144  
Telephone: 734-854-2004

Signed on: Dec 6, 2010  
(date)

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

**INSTRUCTIONS**

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.