



**CITY OF NOVI CITY COUNCIL  
DECEMBER 21, 2020**

**SUBJECT:** Approval of the final payment to Cadillac Asphalt, LLC, for the Cabot, Lewis, Trans-X, and Donelson Drives Rehabilitation project in the amount of \$75,588.80, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

<b>EXPENDITURE REQUIRED</b>	<b>\$ (20,669.00) Expense- Cabot-Lewis Drives</b> <b>\$ 12,969.00 Expense-Trans-X Drive</b> <b>\$ 7,700.00 Expense- Donelson/West Oaks Intersection</b> <b>\$ 0 Total Expense</b> <b>\$ 75,588.80 Retainage</b> <b>\$ 75,588.80 Total Expense and Retainage</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 1,095.00 Cabot-Lewis Drives</b> <b>\$ 12,969.00 Trans-X Drive</b> <b>\$ 7,700.00 Donelson/West Oaks Intersection</b> <b>\$ 21,764.00 Total</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-865.031 Cabot-Lewis Drives</b> <b>202-202.00-865.174 Trans-X Drive</b> <b>202-202.00-865.103 Donelson/West Oaks Intersection</b>

**BACKGROUND INFORMATION:** The following improvements were completed for each road segment:

- **Cabot Drive (12 to 13 Mile) & Lewis Drive (Cabot Drive to Haggerty Road)** – Work included cold milling the existing concrete pavement, repairing the joints with asphalt, and overlaying the concrete surface with a three-inch hot mix asphalt overlay. The curbs along both roadways were spot repaired as necessary. The existing handicap ramps at the intersection of Cabot Drive and Lewis Drive were also upgraded to current ADA standards. The asphalt mix for these segments included the addition of a high-grade bituminous binder to reduce reflective cracking from the underlying concrete pavement.
- **Trans-X Drive (Novi Road to the cul-de-sac)** – Work included cold milling the existing concrete pavement, repairing the joints with asphalt, and overlaying the

concrete surface with a three-inch hot mix asphalt overlay. Given that this corridor is mainly comprised of both light and heavy industrial businesses, the City's Engineering Consultant, AECOM, recommended the use of Asphalt Fiberglass Fibers (known as FORTA Fi Aramid Asphalt Fibers) which were added to the hot mix asphalt. These FORTA fibers will create a 3-dimensional matrix throughout the asphalt mix to better bind the aggregates and reduce reflective cracking from the underlying concrete surface.

- **West Oaks and Donelson Drives Intersection** – Work included cold milling and resurfacing the intersection and removing/replacing the existing MDOT Detail "M" driveway gutter flowline on the west side of Donelson Drive opposite West Oaks Drive. Related drainage and grading improvements were also incorporated. This work was delayed until after RCOC's project at the 12 Mile / Novi Intersection was reopened to thru traffic.

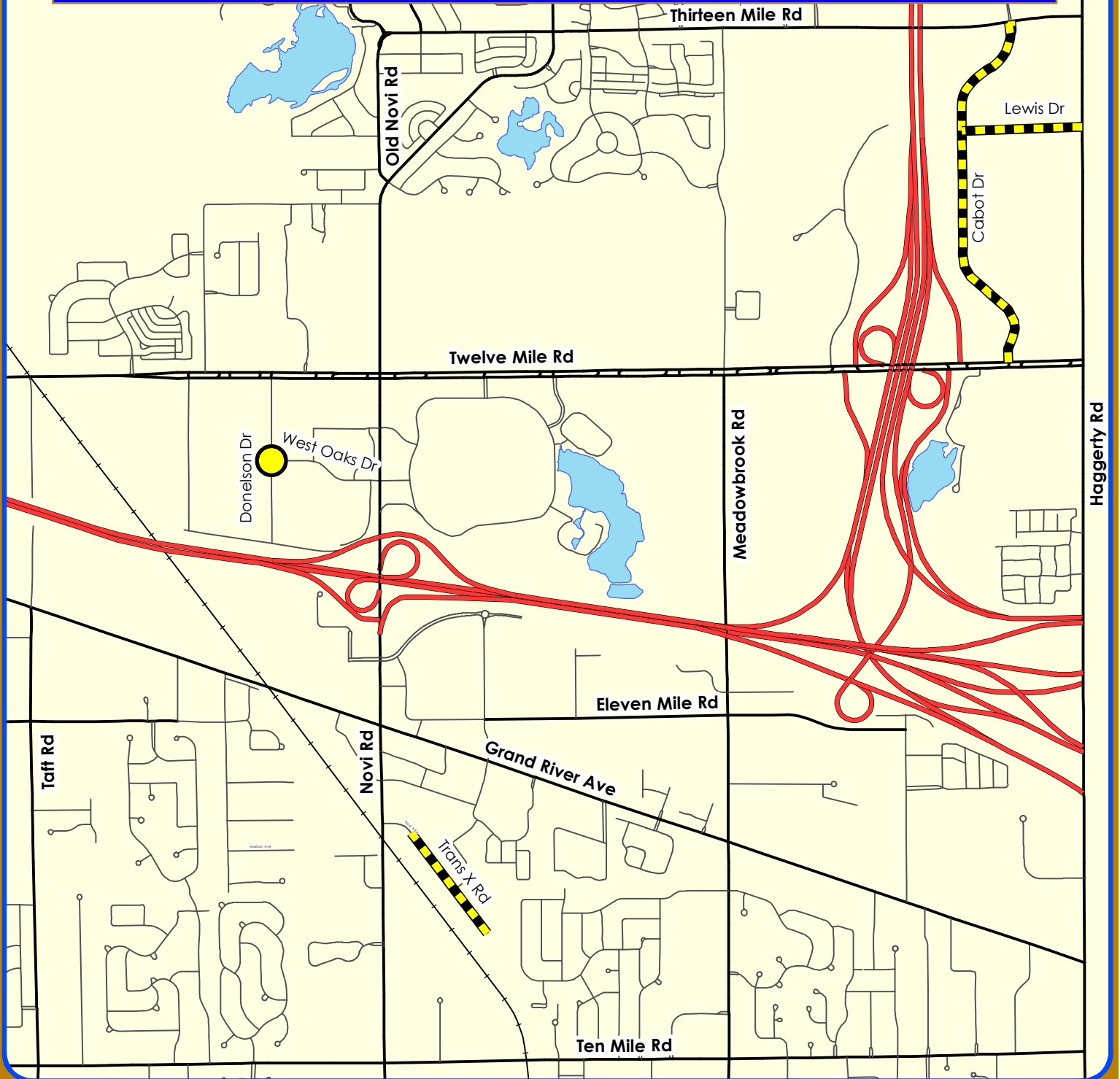
The construction contract was awarded for this project at the June 17, 2019 City Council meeting to Cadillac Asphalt, LLC, in the amount of \$1,731,005.72. The construction was substantially complete on November 11, 2019. Engineering staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$75,588.80 that is due to the contractor (Final Pay Estimate No. 5). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, December 8, 2020).

There were five (5) approved change orders issued for this project resulting in a net decrease of \$91,877.06 to the construction contract, or 5.3% under the awarded amount. The approved change orders resulted in a final contract price of \$1,639,128.66. The contractor is due \$29,050 (41.5 remaining crew days x \$ 700 daily inspection fee) in incentive crew days. The Final Balancing Work Change Directive and Change Order No. 5 reduces the contract by \$37,281.72. The net of the incentive crew days and final change order results in reimbursing the contractor \$75,588.80 of the \$83,820.52 retainage withheld since the overall contract reflected an \$8,231.72 decrease.

**RECOMMENDED ACTION:** Approval of the final payment to Cadillac Asphalt, LLC, for the Cabot, Lewis, Trans-X, and Donelson Drives Rehabilitation project in the amount of \$75,588.80, plus interest earned on retainage.

# Trans X Road, Donelson/West Oaks Drive Intersection, Cabot Drive and Lewis Drive Rehabilitations

Location Map



Map Author: Aaron Staup  
 Date: May 24, 2019  
 Project: Cabot, Lewis, Trans X, Donelson, West Oaks  
 Version: 2

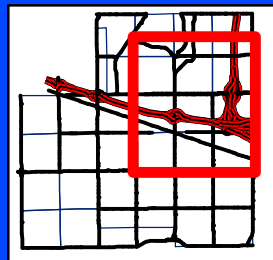
Amended By:  
 Date:  
 Department:

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

## Legend

 New Road Construction



## City of Novi

Engineering Division  
 Department of Public Works  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



1 inch = 2,151 feet





## **CABOT, LEWIS, TRANS-X & DONELSON DRIVES REHABILITATION**



**Cabot Drive – Looking north from 12 Mile Road**



**Trans-X Drive – Looking east from existing concrete portion of Trans-X/Novi Road**





**Donelson Drive and West Oaks Drive Intersection – Looking northeast**

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

December 8, 2020

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

**Re: *Cabot/Lewis/Trans-X/Donelson Rehabilitation– Cadillac Asphalt, LLC*  
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Cabot/Lewis/Trans-X/Donelson Rehabilitation Project:

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

- C: Cortney Hanson, Clerk (w/Enclosure)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosure)  
Megan Mikus, Deputy Director of Public Works (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)



# CITY OF NOVI

Balance Due This Payment = \$ 75,588.80

PURCHASE ORDER NO.

95925

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> Cabot/Lewis/Trans-X/Donelson	<b>NOVI PROJECT NO.:</b> 19-2304	<b>PAYMENT NO.:</b> FINAL
	<b>CIP NO.:</b> ENG009 (Cabot/Lewis) 082-16 (Trans-X)	
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> AECOM-Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	<b>CONTRACTOR:</b> Cadillac Asphalt, LLC 1785 Rawsonville Road Belleville, Michigan 48111 (248) 380-3645
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$1,731,005.72	<b>ORIGINAL:</b> October 11, 2019	<b>FROM:</b> December 11, 2019
<b>REVISED:</b> \$1,639,128.66	<b>REVISED:</b>	<b>TO:</b> June 25, 2020
<b>ACTUAL:</b>		

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Division 1 - Cabot/Lewis Drives (Base Bid) GL# 202-202.00-865.031 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	%
0	Constr. Inspection "Crew Day"	CD	85.00	\$ 700.00	\$ 59,500.00	85.00	\$ 700.00	\$ 59,500.00	6.00	\$ 4,200.00	7%	43.50	\$ 30,450.00	51%
1	Mobilization, Max 10%	LS	1.00	\$ 85,000.00	\$ 85,000.00	1.00	\$ 85,000.00	\$ 85,000.00				1.00	\$ 85,000.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00	\$ 1,575.00				1.00	\$ 1,575.00	100%
3	Cold Milling Conc Surf (Var - 3" Max)	SY	32252.00	\$ 3.08	\$ 99,336.16	30898.44	\$ 3.08	\$ 95,167.20				30898.44	\$ 95,167.20	100%
4	Curb and Gutter, Remove	LF	707.00	\$ 20.00	\$ 14,140.00	918.00	\$ 20.00	\$ 18,360.00				918.00	\$ 18,360.00	100%
5	Sidewalk, Remove	SY	110.00	\$ 12.00	\$ 1,320.00	173.65	\$ 12.00	\$ 2,083.80				173.65	\$ 2,083.80	100%
6	Remove Pavement, Repair	SY	297.00	\$ 28.00	\$ 8,316.00	390.85	\$ 28.00	\$ 10,943.80				390.85	\$ 10,943.80	100%
7	Agg Base, 21AA Limestone, 8-inch	SY	14.00	\$ 20.00	\$ 280.00	181.22	\$ 20.00	\$ 3,624.40				181.22	\$ 3,624.40	100%
8	Agg Base, 21AA Limestone, 4-inch	SY	122.00	\$ 10.00	\$ 1,220.00	0.00	\$ 10.00	\$ -				0.00	\$ -	
9	Conc Pvmnt Repair, Non-Reinf, 10-inch	SY	260.00	\$ 65.00	\$ 16,900.00	390.85	\$ 65.00	\$ 25,405.24				390.85	\$ 25,405.24	100%
10	Joint Repair	LF	34172.00	\$ 4.00	\$ 136,688.00	6450.00	\$ 4.00	\$ 25,800.00				6450.00	\$ 25,800.00	100%
11	Silt Fence	LF	200.00	\$ 2.00	\$ 400.00	0.00	\$ 2.00	\$ -				0.00	\$ -	
12	Curb and Gutter, Inlet Filter	EA	58.00	\$ 150.00	\$ 8,700.00	61.00	\$ 150.00	\$ 9,150.00				61.00	\$ 9,150.00	100%
13	Concrete Curb	LF	687.00	\$ 35.00	\$ 24,045.00	918.00	\$ 35.00	\$ 32,130.00				918.00	\$ 32,130.00	100%
14	Driveway Opening, Conc, Det M	LF	132.00	\$ 25.00	\$ 3,300.00	0.00	\$ 25.00	\$ -				0.00	\$ -	
15	HMA, 5E3	TON	5855.00	\$ 124.00	\$ 726,020.00	0.00	\$ 124.00	\$ -				0.00	\$ -	
16	HMA, 3E3	TON	2.00	\$ 200.00	\$ 400.00	0.00	\$ 200.00	\$ -				0.00	\$ -	
17	Sidewalk Ramp, Conc, 6-inch	SF	1097.00	\$ 6.00	\$ 6,582.00	1562.89	\$ 6.00	\$ 9,377.34				1562.89	\$ 9,377.34	100%
18	Detectable Warning Surface	LF	62.00	\$ 38.00	\$ 2,356.00	30.00	\$ 38.00	\$ 1,140.00				30.00	\$ 1,140.00	100%
19	Dr Structure Cover, Type J	EA	7.00	\$ 900.00	\$ 6,300.00	0.00	\$ 900.00	\$ -				0.00	\$ -	
20	Adjust Structure	EA	59.00	\$ 400.00	\$ 23,600.00	65.00	\$ 400.00	\$ 26,000.00				65.00	\$ 26,000.00	100%
21	Point Up Structure	EA	40.00	\$ 190.00	\$ 7,600.00	0.00	\$ 190.00	\$ -				0.00	\$ -	
22	Reconstruct Drainage Structure	VF	56.00	\$ 100.00	\$ 5,600.00	3.00	\$ 100.00	\$ 300.00				3.00	\$ 300.00	100%
23	Permanent Signing	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
24	Permanent Pavement Markings	LS	1.00	\$ 6,965.00	\$ 6,965.00	1.00	\$ 6,965.00	\$ 6,965.00				1.00	\$ 6,965.00	100%
<b>TOTAL THIS SHEET</b>				\$	1,189,643.16	\$	356,021.78	\$	-	\$	356,021.78	100%		







# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** Cabot/Lewis/Trans-X/Donelson      **NOVI PROJECT NO.:** 19-2304      **PAYMENT NO.:** FINAL  
**CIP NO.:** ENG009 (Cabot/Lewis) 082-16 (Trans-X)

### 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	%
26	Mobilization, Max 10%	LS	1.00	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	\$ 40,000.00				1.00	\$ 40,000.00	100%
27	Pre-Construction Audio/Visual	LS	1.00	\$ 1,075.00	\$ 1,075.00	1.00	\$ 1,075.00	\$ 1,075.00				1.00	\$ 1,075.00	100%
28	Cold Milling Conc Surf (1-inch Unifrm)	SY	8321.00	\$ 3.08	\$ 25,628.68	8434.00	\$ 3.08	\$ 25,976.72				8434.00	\$ 25,976.72	100%
29	Curb and Gutter, Remove	LF	64.00	\$ 20.00	\$ 1,280.00	133.00	\$ 20.00	\$ 2,660.00				133.00	\$ 2,660.00	100%
30	Remove HMA Pavement	SY	40.00	\$ 18.00	\$ 720.00	0.00	\$ 18.00	\$ -				0.00	\$ -	
31	Agg Base, 21AA Limestone, 8-inch	SY	40.00	\$ 20.00	\$ 800.00	10.00	\$ 20.00	\$ 200.00				10.00	\$ 200.00	100%
32	Joint Repair	LF	10007.00	\$ 4.00	\$ 40,028.00	8953.00	\$ 4.00	\$ 35,812.00				8953.00	\$ 35,812.00	100%
33	Silt Fence	LF	50.00	\$ 2.00	\$ 100.00	0.00	\$ 2.00	\$ -				0.00	\$ -	
34	Curb and Gutter, Inlet Filter	EA	8.00	\$ 150.00	\$ 1,200.00	12.00	\$ 150.00	\$ 1,800.00				12.00	\$ 1,800.00	100%
35	Concrete Curb	LF	64.00	\$ 35.00	\$ 2,240.00	0.00	\$ 35.00	\$ -				0.00	\$ -	
36	Driveway Opening, Conc, Det M	LF	58.00	\$ 25.00	\$ 1,450.00	133.00	\$ 25.00	\$ 3,325.00				133.00	\$ 3,325.00	100%
37	HMA, 5E3	TON	4.00	\$ 124.00	\$ 496.00	0.00	\$ 124.00	\$ -				0.00	\$ -	
38	HMA, 3E3	TON	10.00	\$ 200.00	\$ 2,000.00	20.22	\$ 200.00	\$ 4,044.00	20.22	\$ 4,044.00	100%	20.22	\$ 4,044.00	100%
39	HMA, 5E3, with Fiber	TON	1494.00	\$ 155.00	\$ 231,570.00	1424.06	\$ 155.00	\$ 220,729.30				1424.06	\$ 220,729.30	100%
40	Dr Structure Cover, Type J	EA	8.00	\$ 900.00	\$ 7,200.00	0.00	\$ 900.00	\$ -				0.00	\$ -	
41	Adjust Structure	EA	8.00	\$ 400.00	\$ 3,200.00	13.00	\$ 400.00	\$ 5,200.00				13.00	\$ 5,200.00	100%
42	Point Up Drainage Structure	EA	4.00	\$ 190.00	\$ 760.00	0.00	\$ 190.00	\$ -				0.00	\$ -	
43	Reconstruct Drainage Structure	VF	8.00	\$ 100.00	\$ 800.00	6.00	\$ 100.00	\$ 600.00				6.00	\$ 600.00	100%
44	Permanent Pavement Markings	LS	1.00	\$ 2,675.00	\$ 2,675.00	1.00	\$ 2,675.00	\$ 2,675.00				1.00	\$ 2,675.00	100%
45	Maintaining Traffic	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00				1.00	\$ 30,000.00	100%
TOTAL FROM THIS SHEET				\$ 393,222.68	\$ 393,222.68		\$ 374,097.02	\$ 374,097.02	\$ 4,044.00			\$ 374,097.02		
TOTAL FROM OTHER SHEETS				\$ 1,253,643.16	\$ 1,253,643.16		\$ 420,021.78	\$ 420,021.78	\$ -			\$ 420,021.78		
SUBTOTAL				\$ 1,646,865.84	\$ 1,646,865.84		\$ 794,118.80	\$ 794,118.80	\$ 4,044.00			\$ 794,118.80	100%	



**CITY OF NOVI**

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

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** Cabot/Lewis/Trans-X/Donelson      **NOVI PROJECT NO.:** 19-2304      **PAYMENT NO.:** FINAL  
**CIP NO.:** ENG009 (Cabot/Lewis) 082-16 (Trans-X)

**SECTION 1. COST OF COMPLETED WORK TO DATE**

Item No.	Division 3 - West Oaks/Donelson (Alt 2) GL# 202-202.00-864.103 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	%
46	Mobilization, Max 10%	LS	1.00	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	\$ 6,500.00				1.00	\$ 6,500.00	100%
47	Pre-Construction Audio/Visual	LS	1.00	\$ 925.00	\$ 925.00	1.00	\$ 925.00	\$ 925.00				1.00	\$ 925.00	100%
48	Cold Milling HMA Surf (1.5-inch Unifrm)	SY	886.00	\$ 3.08	\$ 2,728.88	955.00	\$ 3.08	\$ 2,941.40				955.00	\$ 2,941.40	100%
49	Curb and Gutter, Remove	LF	82.00	\$ 20.00	\$ 1,640.00	133.50	\$ 20.00	\$ 2,670.00				133.50	\$ 2,670.00	100%
50	Sidewalk, Remove	SY	40.00	\$ 12.00	\$ 480.00	52.60	\$ 12.00	\$ 631.20				52.60	\$ 631.20	100%
51	Remove HMA Pavement	SY	78.00	\$ 18.00	\$ 1,404.00	210.00	\$ 18.00	\$ 3,780.00				210.00	\$ 3,780.00	100%
52	Agg Base, 21AA Limestone, 8-inch	SY	78.00	\$ 20.00	\$ 1,560.00	0.00	\$ 20.00	\$ -				0.00	\$ -	
53	Agg Base, 21AA Limestone, 4-inch	SY	40.00	\$ 10.00	\$ 400.00	0.00	\$ 10.00	\$ -				0.00	\$ -	
54	Driveway Opening, Conc, Det M	LF	112.00	\$ 25.00	\$ 2,800.00	0.00	\$ 25.00	\$ -				0.00	\$ -	
55	HMA, 5E3	TON	80.00	\$ 124.00	\$ 9,920.00	113.20	\$ 124.00	\$ 14,036.80				113.20	\$ 14,036.80	100%
56	HMA, 3E3	TON	19.00	\$ 200.00	\$ 3,800.00	49.62	\$ 200.00	\$ 9,924.00				49.62	\$ 9,924.00	100%
57	Sidewalk Ramp, Conc, 6-inch	SF	359.00	\$ 6.00	\$ 2,154.00	473.36	\$ 6.00	\$ 2,840.16				473.36	\$ 2,840.16	100%
58	Detectable Warning Surface	LF	31.00	\$ 38.00	\$ 1,178.00	15.00	\$ 38.00	\$ 570.00				15.00	\$ 570.00	100%
59	Adjust Structure	EA	1.00	\$ 400.00	\$ 400.00	1.00	\$ 400.00	\$ 400.00				1.00	\$ 400.00	100%
60	Permanent Pavement Markings	LS	1.00	\$ 3,250.00	\$ 3,250.00	1.00	\$ 3,250.00	\$ 3,250.00				1.00	\$ 3,250.00	100%
61	Maintaining Traffic	LS	1.00	\$ 45,000.00	\$ 45,000.00	1.00	\$ 45,000.00	\$ 45,000.00				1.00	\$ 45,000.00	100%

TOTAL FROM THIS SHEET	\$ 84,139.88	\$ 93,468.56	\$ -	\$ 93,468.56
TOTAL FROM OTHER SHEETS	\$ 1,646,865.84	\$ 794,118.80	\$ 4,044.00	\$ 794,118.80
<b>SUBTOTAL</b>	<b>\$ 1,731,005.72</b>	<b>\$ 887,587.36</b>	<b>\$ 4,044.00</b>	<b>\$ 887,587.36</b> <span style="border: 1px solid black; padding: 2px;">100%</span>



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## APPLICATION FOR FINAL PAYMENT

**PROJECT:** Cabot/Lewis/Trans-X/Donelson      **NOVI PROJECT NO.:** 19-2304      **PAYMENT NO.:** FINAL  
**CIP NO.:** ENG009 (Cabot/Lewis) 082-16 (Trans-X)

### 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	%
62	HMA, 5E3, High Stress	Ton	1	202-202-00-965.031	5623.70	\$ 132.00	\$ 742,328.40	-307.36	\$ (40,571.52)	-5%	5623.70	\$ 742,328.40	100%
63	Curb and Gutter Milling (Cabot/Lewis)	LF	1	202-202-00-965.031	1281.00	\$ 0.90	\$ 1,152.90	-838.00	\$ (754.20)	-65%	1281.00	\$ 1,152.90	100%
64	Traffic Loops	EA	1	202-202-00-965.031	2.00	\$ 3,780.00	\$ 7,560.00				2.00	\$ 7,560.00	100%
65	Traffic Control for Installation of Loops	LS	1	202-202-00-965.031	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
78			0	0	0.00	\$ -	\$ -				0.00	\$ -	
79			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
81			0	0	0.00	\$ -	\$ -				0.00	\$ -	
82			0	0	0.00	\$ -	\$ -				0.00	\$ -	
83			0	0	0.00	\$ -	\$ -				0.00	\$ -	
84			0	0	0.00	\$ -	\$ -				0.00	\$ -	
85			0	0	0.00	\$ -	\$ -				0.00	\$ -	
86			0	0	0.00	\$ -	\$ -				0.00	\$ -	
87			0	0	0.00	\$ -	\$ -				0.00	\$ -	
88			0	0	0.00	\$ -	\$ -				0.00	\$ -	
89			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 751,541.30		\$ (41,325.72)			\$ 751,541.30	
TOTAL FROM OTHER SHEETS					\$ 1,731,005.72		\$ 887,587.36		\$ 4,044.00			\$ 887,587.36	
<b>GRAND TOTAL</b>					<b>\$ 1,731,005.72</b>		<b>\$ 1,639,128.66</b>		<b>\$ (37,281.72)</b>			<b>\$ 1,639,128.66</b>	<b>100%</b>





**CITY OF NOVI**

**PURCHASE ORDER NO.**

**95925**

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

**Section 2.**

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** Cabot/Lewis/Trans-X/Donelson      **NOVI PROJECT NO.:** 19-2304      **PAYMENT NO.:** FINAL  
**CIP NO.:** ENG009 (Cabot/Lewis) 082-16 (Trans-X)

<b>Original Contract Amount:</b>	\$	1,731,005.72
<b>Change Orders:</b>	\$	(91,877.06)
<b>Adjusted Contract Amount to Date:</b>	\$	1,639,128.66
<b>Total Cost of Work Performed to Date:</b>	\$	1,639,128.66
<b>MINUS Retainage:</b>	\$	-
<b>MINUS Inspection "Crew Days":</b>	To Date	43.50
	This Pay	6.00
<b>Net Amt. Earned of Contract and Extra Work to Date:</b>	\$	1,639,128.66
<b>MINUS L.D.'s:</b>	# of days over =	-
	\$ amount/day =	\$1,300
<b>Subtotal:</b>	\$	1,639,128.66
<b>ADD Incentive "Crew Days", if under:</b>	\$	29,050.00
<b>Subtotal:</b>	\$	1,668,178.66
<b>MINUS Amount of Previous Payments:</b>	\$	1,592,589.86
1	\$	562,535.00
2	\$	238,537.45
3	\$	727,618.07
4	\$	63,899.34
5	\$	-
6	\$	-
7	\$	-
8	\$	-
9	\$	-
10	\$	-
<b>BALANCE DUE THIS PAYMENT:</b>	<b>\$</b>	<b>75,588.80</b>

**CHANGE ORDERS**

<u>No.</u>	<u>Date</u>		<u>Amount</u>
1	October 4, 2019	\$	(51,560.00)
2	October 22, 2019	\$	18,727.94
3	November 15, 2019	\$	(46,963.56)
4	December 11, 2019	\$	25,200.28
5	June 30, 2020	\$	(37,281.72)
6			
7			
8			
9			
10			

**TOTAL: \$ (91,877.06)**

Inspection "Crew Days" Allowed per Contract:	85.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	85.00
Inspection "Crew Days" Used to Date:	43.50
Inspection "Crew Days" Remaining:	41.50



# CITY OF NOVI

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

## Section 3.

### APPLICATION FOR FINAL PAYMENT

**PROJECT:** Cabot/Lewis/Trans-X/Donelson      **NOVI PROJECT NO.:** 19-2304      **PAYMENT NO.:** FINAL  
**CIP NO.:** ENG009 (Cabot/Lewis) 082-16 (Trans-X)

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

**CITY OF NOVI**

**Aaron J. Staup, Construction Engineer**  
Electronic Signature Certification

**Cadillac Asphalt, LLC**  
CONTRACTOR - Electronic Signature Certification

**AECOM-Great Lakes**  
CONSULTANT - Electronic Signature Certification

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







**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**PROJECT:** Cabot Dr, Lewis Dr, Trans X Road and Donelson Dr Rehabilitation Project  
(name, address)

**TO (Owner)**  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375

**CONTRACT FOR:** \$1,731,005.72

**CONTRACTOR:**  
Cadillac Asphalt, L.L.C.  
2575 S. Haggerty Road, Suite 100  
Canton, MI 48188

**CONTRACT DATE:** 06/27/2019

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

Western Surety Company, One Towne Square, Suite 1075, Southfield, MI 48076-3732

\_\_\_\_\_, **SURETY COMPANY,**

**on bond of** (here insert name and address of Contractor) Cadillac Asphalt, L.L.C.

2575 S. Haggerty Road, Suite 100, Canton, MI 48188

\_\_\_\_\_, **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 Ten Mile Road, Novi, MI 48375

\_\_\_\_\_, **OWNER,**

**as set forth in the said Surety Company's Bond.**

**IN WITNESS WHEREOF,** Western Surety Company  
**the Surety Company has hereunto set its hand this** 23rd **day of** November 2020

ATTEST:  
(SEAL)

Western Surety Company  
Surety Company  
  
Signature of Authorized Representative  
Loretta J. Ravert - Attorney-in-Fact  
Title

# 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

**Charles G Richmond, David M Underwood, Michael S Richmond, Loretta J Ravert, Individually**

of Jackson, 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.



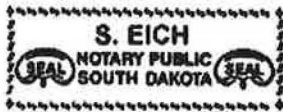
WESTERN SURETY COMPANY

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 23rd day of November, 2020.



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.



## CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Oakland

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

Project Manager

of the

Cadillac Asphalt, LLC

(Title)

(Firm Name)

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

Cabot / Lewis / Trans X / Donelson - Rehabilitation AECOM Project Number 60595280

(Description of Improvement)

located at: Cabot, Lewis, Trans X and Donelson Roads in Novi, Mi.

The total amount of the contract is \$1,731,005.72 of which I have received payment of \$1,592,589.86 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 23<sup>rd</sup> day of November, 2020  
Michael  
Name: Zelenock Digitally signed by Michael Zelenock Date: 2020.11.23 14:56:23 -05'00' Mike Zelenock, Project Manager for Cadillac Asphalt, LLC  
(individual/corporation/partnership)

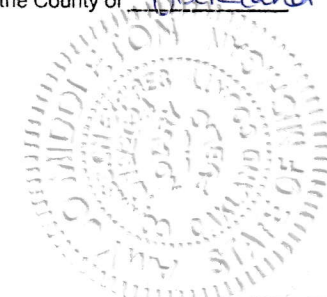
By: \_\_\_\_\_ Attest: \_\_\_\_\_  
(Title) (Title)

Subscribed and sworn to before me this 23<sup>rd</sup> day of November, 2020

Notary Public: Amy Jo Middleton

**NOTARY SEAL**

AMY JO MIDDLETON  
NOTARY PUBLIC, MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires 10/19/2024  
Acting in the County of Oakland



## 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	Accumulative Retainage to Date	Balance Due
PK	Pavement Mark	\$12,890	\$12,761.10		#DIV/0!	\$0.00
Merlo	Concrete work	\$193,625	\$175,910.95		#DIV/0!	\$0.00
Tenmile Creek	Cold Milling	\$127,693.72	\$127,865.32		#DIV/0!	\$0.00
Finishing Touch	Precon Video	\$3,575	\$3,575		#DIV/0!	\$0.00
State Barricade	Traffic and signs	\$31,540	\$32,254.20		#DIV/0!	\$0.00
J Ranck	Electrical	\$7,200	\$7,200		#DIV/0!	\$0.00
Lois Kay	Joint repairs	\$275,081	\$159,977		#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
<b>TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: <u>\$1,731,005.72</u>	Work Completed to Date: <u>\$1,668,178.66</u>
Plus: Extras to Contract: _____	Less: Total Retainage: _____
Total: Contract plus Extras: <u>\$0.00</u>	Less: Amount Previously Paid: <u>\$1,592,589.86</u> <u>\$0.00</u>
Less: Credits to Contract: <u>(\$91,877.06)</u>	Less: Amount of this Request: <u>\$75,588.80</u>
\$1,639,128.66	
<b>Total: Adjusted Contract: <u>\$0.00</u></b>	<b>Total Balance Due: <u>\$75,588.80</u>    <u>\$0.00</u></b>



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cadillac Asphalt LLC to provide  
(Prime Contracting Party)

pavement markings for the improvement of the property  
(Type of service)

described as Cabot & Lewis, City Novi  
(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: 09/23/2020

*Sandra J Bitner*  
(Signature of Lien Claimant)

Sandra J Bitner  
(Printed Name of Lien Claimant)

Agent  
(Title of Lien Claimant)

Company Name: PK Contracting, Inc

Address: 1965 Barrett Dr, Troy, MI 48084

Telephone: 248-362-2130

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





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cadillac Asphalt, LLC to provide  
(Prime Contracting Party)

Labor and/or Material for the improvement of the property  
(Type of service)

described as City of Novi 2019: Cabot/Lewis Dr, Trans X Rd, & Donelson Dr  
(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: 11/12/2020

Candace M. Kulling  
(Signature of Lien Claimant)

Candace M. Kulling  
(Printed Name of Lien Claimant)

Finance Manager  
(Title of Lien Claimant)

Company Name: Merlo Construction Co., Inc.

Address: 4964 Technical Drive; Milford, MI 48381

Telephone: (248) 410-1582

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with CADILLAC ASPHALT LLC to provide  
(Prime Contracting Party)

COLD MILLING for the improvement of the property  
(Type of service)

described as CABOT/LEWIS DR, TRANS X RD, & DONELSON DR  
(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: 11/10/2020

Donald J. Fritsch  
(Signature of Lien Claimant)

DONALD J. FRITSCH  
(Printed Name of Lien Claimant)

C.F.O.  
(Title of Lien Claimant)

Company Name: TENMILE CREEK EXCAVATING, LLC

Address: P.O. BOX H, METAMORA, OH 43540

Telephone: (419)644-1334

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cadillac Asphalt to provide  
(Prime Contracting Party)

Audio Video Survey for the improvement of the property  
(Type of service)

described as Cabot Dr., Lewis Dr., TransX Rd. +  
Donelson Dr. Rehabilitation  
(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: 9/22/20

[Signature]  
(Signature of Lien Claimant)

C. Hurley  
(Printed Name of Lien Claimant)

owner  
(Title of Lien Claimant)

Company Name: FINISHING TOUCH  
PHOTO & VIDEO  
Address: 25095 25 MILE RD.  
CHESTERFIELD, MI 48051  
Telephone: (586) 749-3340

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with Cadillac Asphalt LLC to provide  
(Prime Contracting Party)

traffic control devices for the improvement of the property  
(Type of service)

described as Cabot & Lewis, City of Novi  
(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: 9-23-20 Vanessa Hadley  
(Signature of Lien Claimant)

Vanessa Hadley  
(Printed Name of Lien Claimant)

Secretary  
(Title of Lien Claimant)

**STATE BARRICADES, INC.**  
24806 INDUSTRIAL HWY.  
WARREN, MI 48089

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: 5807508282

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

119133

# Cadillac Asphalt LLC

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 513112 City of Novi 2019: Cabot/Lewis Dr, Trans X Rd, & Donelson Dr

**Subcontractor:** J Ranck Electric Inc  
1993 Gover Pkwy  
MtPleasant, MI 48858

The Undersigned, hereby acknowledges receipt of payment in full from Cadillac Asphalt LLC for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or Cadillac Asphalt LLC. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-25-2020

Firm Name: J Ranck Electric, Inc

By: Goonda Procek

Title: CONTROLLER





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with CADILLAC ASPHALT LLC to provide  
(Prime Contracting Party)

LABOR, EQUIPMENT, MATERIALS for the improvement of the property  
(Type of service)

described as CITY of NOVI CABOT/LEWIS, TRANS X & DONELSON  
(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: 10-28-2020 Linda Kreager  
(Signature of Lien Claimant)

LINDA KREAGER  
(Printed Name of Lien Claimant)

ADM ASST  
(Title of Lien Claimant)

Company Name: LOIS KAY CONTRACTING Co.

Address: 3046 PARROLLTON RD. SAGINAW, MI 48604

Telephone: 989-753-3618

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