



# CITY of NOVI CITY COUNCIL

**Agenda Item E  
October 28, 2013**

**SUBJECT:** Approval of the final pay estimate to Cadillac Asphalt, LLC for the 2012 Capital Preventative Maintenance road program in the amount of \$81,578.34.

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

**CITY MANAGER APPROVAL:**

<b>EXPENDITURE REQUIRED</b>	<b>\$ 81,578.34</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 0 (roll over \$137,500 remaining in FY11-12 budget)</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-866.500 (Major Roads) 592-592.00-938.000 (Water Main Break – Change Order #2)</b>

**BACKGROUND INFORMATION:**

One of the primary goals of the Department of Service's asset management program is the preservation of the City's roadways to prevent costly reconstruction. Some preventative and most routine maintenance including crack sealing, road patching, curb repairs, and shoulder grading are routinely performed by in-house DPS staff to help keep the good roads in good condition. However, a key component of road preservation is capital preventative maintenance, which is maintenance that is more resource-intensive but less costly than reconstruction. The objective of preventative maintenance is to preserve good quality roads using lower-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires road reconstruction involving much more effort at a higher cost.

The following major roadway segments were completed with this year's program:

Road Segment	PASER	From	To	Treatment
Wixom Road	7	Island Lake Drive	City Limits	Mill, Road Fabric & Overlay
Eleven Mile	4	Meadowbrook Road	Limits of Asphalt	Mill, Road Fabric & Overlay

The rehabilitation treatment method used on these two street segments was milling out a 1-1/2" of existing asphalt and overlaying a combination of a fabric interlayer to resist reflective cracking and placement of a 1-1/2" of new hot-mix asphalt.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$81,578.34 that is due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's October 21, 2013 letter, attached).

There were two approved change orders for this project resulting in a net increase of \$73,062.73 to the construction contract or 45.7% over the awarded amount. The first change order was a balancing of the line item quantities based on field measurements.

increased the contract by \$72,965.00 (to be charged to the Water and Sewer fund). The change orders resulted in a final contract price of \$232,931.73 (\$72,965 is charged to the Water & Sewer Fund and \$159,966.73 is charged to Major Road Fund).

The final payment to the contractor includes \$8,613.34 from the Major Road Fund for Change Order No. 1, plus retainage held on the original contract award; plus \$72,965 from the Water & Sewer Fund for the work performed under Change Order No. 2.

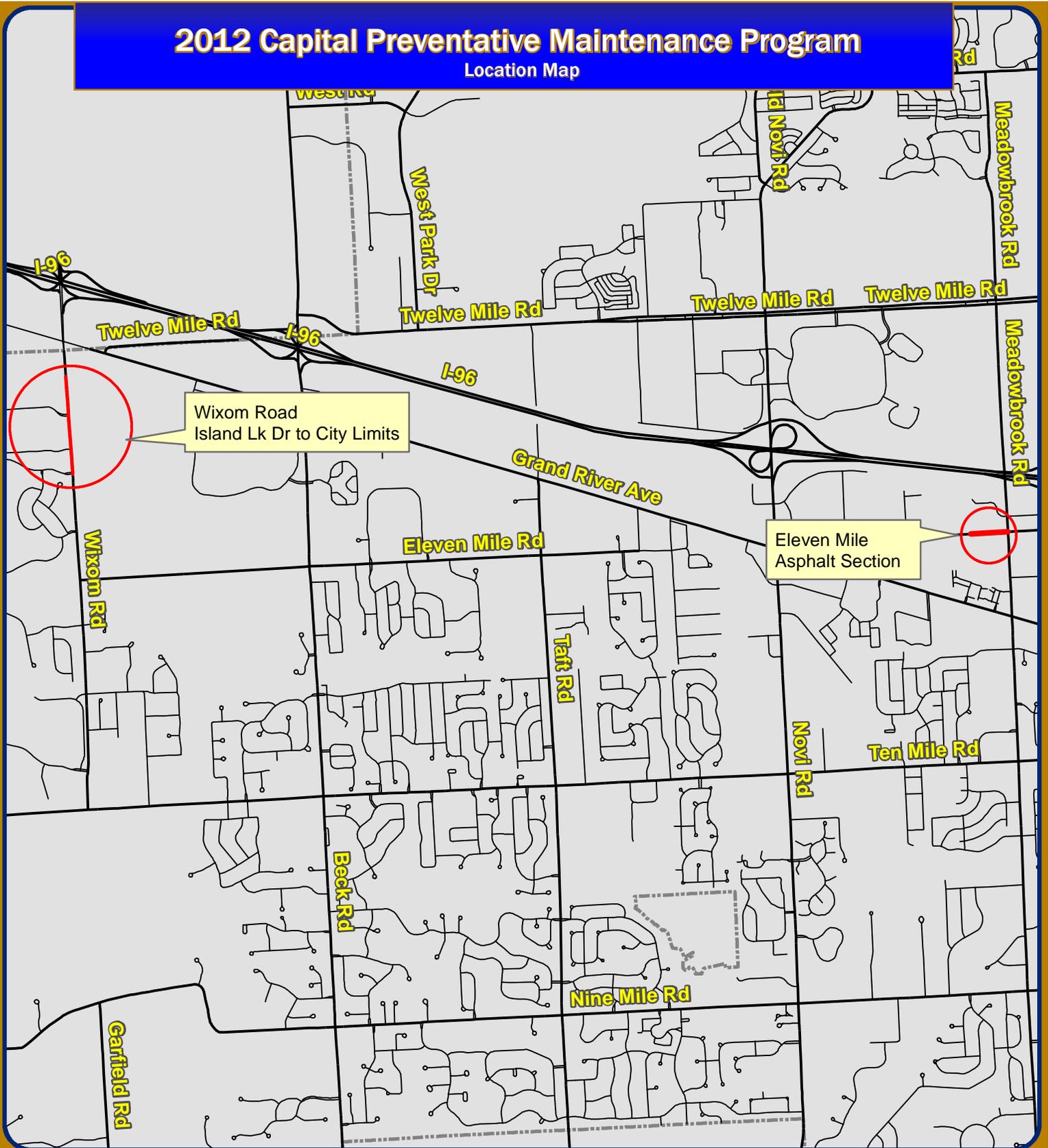
**RECOMMENDED ACTION:** Approval of Change Order No. 2 and final pay estimate to Cadillac Asphalt, LLC for the 2012 Capital Preventative Maintenance road program in the amount of \$81,578.34.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

# 2012 Capital Preventative Maintenance Program

## Location Map



Map Author: Croy  
Date: 7/25/12  
Project: 2012 CPM  
Version #: v2.0

### MAP INTERPRETATION NOTICE

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



1 inch = 3,000 feet



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



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

October 21, 2013

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

**RE: 2012 Capital Preventative Maintenance  
*Cadillac Asphalt***

Dear Mr. Staup:

We have received and reviewed the following closing documents for the 2012 Capital Preventative Maintenance Project:

1. Application for Final Payment
2. Change Order No. 2
3. Maintenance and Guarantee Bond Rider
4. Contractor's Sworn Statement
5. Waivers of Lien
6. Consent of Surety

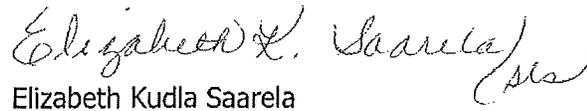
Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The contractor should provide its waiver of lien at the time it picks up its final payment from the City.

If you have any questions regarding the above, please do not hesitate to contact me.

Aaron Staup, Construction Engineering Coordinator  
October 21, 2013  
Page 2

Very truly yours,

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

  
Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Clay Pearson, City Manager (w/Enclosures)  
Victor Cardenas, Assistant City Manager (w/Enclosures)  
Ted Meadows, Spalding DeDecker Associates (w/Enclosures)  
Sabrina Lilla (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)





# CITY OF NOVI

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

Section 2.

## APPLICATION FOR FINAL PAYMENT

PROJECT: 2012 Major Roads CPM Program      NOVI PROJECT NO.: 11-2004      PAYMENT NO.: FINAL

Original Contract Amount: \$ 159,869.00

Change Orders: \$ 73,062.73

Adjusted Contract Amount to Date: \$ 232,931.73

Total Cost of Work Performed to Date: \$ 232,931.73

MINUS Retainage:  \$ -

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

Net Amt. Earned of Contract and Extra Work to Date: This Pay  \$ 232,931.73

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

\$ amount/day =  \$ -

Subtotal: \$ 232,931.73

MINUS Amount of Previous Payments: \$ 151,353.39

- 1 \$ 151,353.39
- 2 \$ -
- 3 \$ -
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

**BALANCE DUE THIS PAYMENT: \$ 81,578.34**

### CHANGE ORDERS

No.	Date	Amount
1	November 15, 2012	\$ 97.73
2	June 13, 2013	\$ 72,965.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

**TOTAL: \$ 73,062.73**

Inspection "Crew Days" Allowed per Contract:	8.00
Additional "Crew Days" per Change Orders:	12.00
Inspection "Crew Days" Used to Date:	16.00
Inspection "Crew Days" Remaining:	4.00



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: 2012 Major Roads CPM Program

NOVI PROJECT NO.:

PAYMENT NO.:

FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Cadillac Asphalt  
Contractor Company

Date: 8-8-13

James Bliss  
Contractor Authorized Signature

By: James Bliss  
Print Name

Spalding DeDecker Associates, Inc.  
Consultant Firm

Date: 8/5/13

Ted Meadows  
Consultant Authorized Signature

By: Ted Meadows, Contract Administrator  
Print Name

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: \_\_\_\_\_

Brian Coburn

By: Brian Coburn, PE., Engineering Manager

Dated: 10/21/13



CHANGE ORDER No. 2

Project: 2012 Major Roads CPM Program 11-2004

Owner: City of Novi  
26300 Lee BeGole Dr.  
Novi, Michigan 48375  
(248) 735-5632

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

Contractor: Cadillac Asphalt, LLC  
51777 12Mile Road  
Wixom, MI 48393  
(248) 349-8600

Drafted Date: June 13, 2013

Description/Reasoning: Damage to parking lot due to water main break

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:	\$72,965.00
ORIGINAL CONTRACT AMOUNT:	\$159,869.00
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$97.73
REVISED CONTRACT AMOUNT:	\$232,931.73

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

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CREW DAY TIME BY: 12 Day(s)

Accepted By: James Bliss  
James Bliss, Cadillac Asphalt, LLC, General Contractor Date: 8-8-13

Prepared By: Ted Meadows  
Ted Meadows, SDA - Consulting Engineer Date: 6/13/13

Reviewed By: Brian Coburn  
Brian Coburn, P.E., Engineering Manager Date: 10/21/13

Approved By: \_\_\_\_\_  
Rob Hayes, PE, City Engineer / Department Head Date: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Sue Moranti, Purchasing Manager Date: \_\_\_\_\_





**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**PROJECT:** 2012 Major Roads Capital Preventative Maintenance Program, Novi, MI  
(name, address)

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

**CONTRACT FOR:**  
\$159,869.00

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

**CONTRACT DATE:**  
August 20, 2012

**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

27555 Executive Drive, Suite 350 Farmington Hills, MI 48331, **SURETY COMPANY,**

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

2575 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 W. 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** 10th **day of** September 2013

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, Bonnie J Davies, 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 17th day of October, 2012.



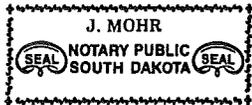
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of October, 2012, before me personally came Paul T. Bruflat, 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  
June 23, 2015



J. Mohr  
J. Mohr, 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 10th day of September, 2013.



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.



**GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number 929539721 effective August 20, 2012  
 issued by the Western Surety Company  
27555 Executive Drive, Suite 350 Farmington Hills, MI 48331-3543  
 in the amount of \$159,869.00 One Hundred Fifty-Nine Thousand Eight Hundred  
Sixty-Nine and 00/100 DOLLARS,  
Cadillac Asphalt, L.L.C.  
 on behalf of 2575 Haggerty Road, Suite 100 Canton, MI 48188  
City of Novi  
 as Principal and in favor of 45175 W. Ten Mile Road, Novi, MI 48375  
 as Obligee:

Now, Therefore, it is agreed that:  
 Maintenance and Guarantee Bond limit increased from \$159,869.00 to \$232,931.73.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 20th day of August, 2012.

Signed, sealed and dated this 10th day of September, 2013.

Cadillac Asphalt, L.L.C. (Principal)

By: [Signature]

Western Surety Company (Surety)

By: [Signature]  
Loretta J. Ravert Attorney-in-Fact

Accepted By:  
 \_\_\_\_\_  
 \_\_\_\_\_

# 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, Bonnie J Davies, 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 17th day of October, 2012.



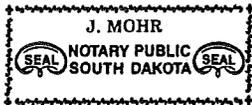
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of October, 2012, before me personally came Paul T. Bruflat, 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  
June 23, 2015



J. Mohr  
J. Mohr, 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 10th day of September, 2013.



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.

SWORN STATEMENT

State of Michigan

County of Oakland } §

Jim Bliss, being duly sworn, states the following:

Cadillac Asphalt LLC

is the (contractor)(subcontractor) for an improvement to the following real property in Oakland County, Michigan,  
described as follows: 2012 CPM

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
Miller Bros	Milling	\$19,423.50	\$19,423.50	\$0.00			
Road Fabrics	Fabric	39,854.98	39,854.98	0.00			
Goretski	Concrete	3,850.00	3,850.00	0			
PK	Striping	9,612.00	9,612.00	0.00			
Totals		72,740.48	72,740.48	0.00	0.00	0.00	0.00

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.\*

I make this statement as the (contractor)(subcontractor) or as Contractor of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

**IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.**

Jim Bliss

Dependent Printed Name

Dependent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

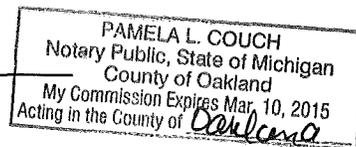
Subscribed and sworn to before me this

7 day of September, 2013  
Pamela R. Couch

Notary Public, Oakland County, Michigan

My Commission Expires:

3/10/2015



\*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

# Cadillac Asphalt LLC

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

Project: 492335. 2012 CPM

Subcontractor: Road Fabrics Inc  
PO Box 87380  
Carol Stream, IL 60188-7380

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: 8/30/13

Firm Name: Road Fabrics Inc

By: John Sikich

Title: President

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48183

# Cadillac Asphalt LLC

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

Project: 492335. 2012 CPM

Subcontractor: PK Contracting Inc  
1965 Barrett  
Troy, MI 48084

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: 8/30/2013

Firm Name: P.K. Contracting

By: Nicole Gray NICOLE GRAY

Title: Nicole Gray, Agent

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48188

## Cadillac Asphalt LLC

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

**Project:** 492335. 2012 CPM

**Subcontractor:** Goretski Construction Co  
4850 S Hill Rd  
Milford, MI 48381

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:** 6-27-13

**Firm Name:** Goretski Construction Co.

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48188

**By:** Mary Ann Hamilton **MARY ANN HAMILTON**

**Title:** Office Manager

# Cadillac Asphalt LLC

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

**Project:** 492335. 2012 CPM

**Subcontractor:** Miller Brothers Construction Inc  
PO Box 30  
Archbold, OH 43502

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: September 9, 2013

Firm Name: Miller Bros. Const. Inc.

By: Sean Miley SEAN MILEY

Return form to:  
Cadillac Asphalt  
2575 S. Haggery Road Suite 100  
Canton, MI 48188

Title: Vice Pres. Comm. Const. Group