



SUBJECT: Approval of change order number 14 for the Lakeshore Park construction contract in the amount of \$135,000 and approval of the final payment and final retainage pay out to Demaria Building Company for the Lakeshore Park construction contract in the amount of \$161,315.97, plus interest earned on retainage and amend the budget.

SUBMITTING DEPARTMENT: Integrated Solutions - Facilities Management

EXPENDITURE REQUIRED	\$ 135,000.00 Expenditure-Pay 20 (CIP Fund) \$ <u>26,315.97 Retainage-Pay 20R (CIP Fund)</u> \$ 161,315.97 Total
AMOUNT BUDGETED	\$ 1,875,367 CIP Fund (FY 2020-21 Budget) \$ <u>54,240 Tree Fund (FY 2020-21 Budget)</u> \$ 1,929,607 Total
APPROPRIATION REQUIRED	\$ 24,925 (FY 2021-22 Budget) CIP Fund
LINE ITEM NUMBER	400-691.00-977.013 CIP Fund 209-691.00-977.013 Tree Fund

BACKGROUND INFORMATION:

The Capital Improvement Millage, supported by the public via a general election in 2016, outlined a need for improvements to City facilities including Lakeshore Park. City staff gathered feedback from the community using several methods including two, well attended, Lakeshore Park forums. In June of 2018, the City Council approved a park design that included the construction of an approximately 6,200 square foot building to support a myriad of programs on the north side of the City. Following this approval staff continued to update the design to incorporate citizen feedback. Additionally, staff met onsite with neighboring residents and walked the east and west borders of the park to identify further screening in those areas.

The ground-up construction of the new Lakeshore Park included the 6200 square foot building, new playground, new pavilion, a paved parking lot, custom controllable/dimmable lighting, and defined bike path. The new building now provides a safe and enjoyable space for Parks and Recreation programming as well as state-of-the-art restrooms for beachgoers and other Lakeshore Park visitors.

The construction contract was awarded for this project at the May 20, 2019 Council Meeting to Demaria Building Company in the amount of \$4,820,400. City staff worked with NSA Architects to review and verify the final payment amount of \$161,315.97 (attached pay application numbers 20 and 20Retainage) for a final contract amount of \$5,450,321.39.

RECOMMENDED ACTION: Approval of change order number 14 for the Lakeshore Park construction contract in the amount of \$135,000 and approval of the final payment and final retainage pay out to Demaria Building Company for the Lakeshore Park construction contract in the amount of \$161,315.97, plus interest earned on retainage and amend the budget.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the Lakeshore Park Renovation Project is authorized:

	INCREASE (DECREASE)
Capital Improvement Program (CIP) Fund	
APPROPRIATIONS	
Capital Outlay	24,925
TOTAL APPROPRIATIONS	<u>\$ 24,925</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (24,925)</u></u>

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on January 10, 2022

Cortney Hanson
City Clerk



DeMARIA BUILDING COMPANY
Design & Build Construction Management General Contracting

INVOICE

Sold To: City of NOVI City of Novi 45175 Ten Mile Rd. Novi, MI 48375 Attn: Brandon McCullough		Invoice No.: 10325300-20
		Date: August 31, 2021
		Our Job No.: 10-3253-00
		Your Order No.:
Project / Ship To: Novi - Lakeshore Park		
Description of Work	Unit Price	Amount
Work Completed through August 31st, 2021		135,000.00
Please remit to: DeMaria Building Company 45500 Grand River Avenue Novi, Michigan 48374		Subtotal: 135,000.00
		Tax: 0.00
		Total: \$135,000.00

APPLICATION AND CERTIFICATE FOR PAYMENT (AIA DOCUMENT G702)

To (Owner): **City of Novi** Project: **Novi - Lakeshore Park** Invoice No. **10326300-20**
 48176 Ten Mills Rd.
 Novi, MI 48376
 Attn: Brandon McCullough
 Period From: **08/01/21**
 To: **08/31/21**

From (Contractor): **DeMaria Building Company** Contract # Project No.: **10-3263-00**
 46600 Grand River
 Novi, MI 48374
 Scope

CONTRACTOR'S APPLICATION FOR PAYMENT

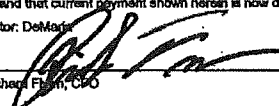
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY (See attached Summary Report)		
	ADDITIONS	DEDUCTIONS
Change Order	\$629,921.39	
NET AMOUNT OF CHANGES:	\$629,921.39	

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM.....	\$4,820,400.00
NET BY CHANGE ORDERS.....	\$629,921.39
CONTRACT SUM TO DATE.....	\$5,450,321.39
TOTAL COMPLETED AND STORED TO DATE.....	\$5,450,321.39
RETAINAGE.....	\$28,315.97
TOTAL EARNED LESS RETAINAGE.....	\$5,424,005.42
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$5,289,005.42
CURRENT PAYMENT DUE.....	\$135,000.00
BALANCE TO COMPLETE.....	\$28,315.97

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in conformance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: DeMaria
 By:  Date: 9/2/2021
 Richard Flynn, CEO

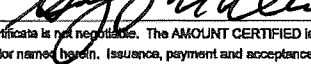
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

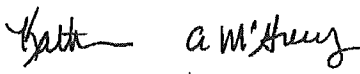
AMOUNT CERTIFIED \$135,000.00

(Attached explanation if amount certified differs from the amount applied for initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:  Date: 9-20-22

BY:  Date: 9-20-22
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights to the Owner or Contractor under this Contract.

State of: Michigan
 County of: Oakland
 Subscribed and sworn to before
 me this 2nd day of September '21


 Notary Public: Kathleen A. McGreevy
 My Commission expires 12/5/2025

KATHEEN A. MCGREEVY
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Dec 5, 2025
 SITTING IN COUNTY OF

SCHEDULE OF VALUES BREAKDOWN

APPL. NO.: 10325300-20

Novel - Lakeshore Park									
ITEM NO.	WORK ITEM DESCRIPTION	SCHEDULED VALUE \$	D			TOTAL COMPLETE AND STORED TO DATE	G (%) COMPL.	H BALANCE TO FRESH	I RETENTION (\$) AMOUNT
			PREVIOUS	CURRENT	VALUE OF				
			(\$) AMOUNT	(\$) AMOUNT	STORED MATERIAL				
1001	Mobilization/DeMob	59,500.00	59,500.00	0.00	0.00	59,500.00	100.00%	0.00	0.00
1002	Bonds & Insurance	58,821.00	58,821.00	0.00	0.00	58,821.00	100.00%	0.00	0.00
1009	DeMaria Staff	159,289.00	159,289.00	0.00	0.00	159,289.00	100.00%	0.00	0.00
1004	DeMaria General Conditions	101,700.00	101,700.00	0.00	0.00	101,700.00	100.00%	0.00	0.00
1005	Surveying & Layout	8,719.00	8,719.00	0.00	0.00	8,719.00	100.00%	0.00	0.00
1006	Final Clean-up	9,974.00	9,974.00	0.00	0.00	9,974.00	100.00%	0.00	0.00
GCS Subtotal		398,003.00	398,003.00	0.00	0.00	398,003.00	100.00%	0.00	0.00
Lakeshore Park									
2000	Earthwork - Silt Fence/Tree removal/site clearing	67,170.00	67,170.00	0.00	0.00	67,170.00	100.00%	0.00	0.00
2001	Earthwork - Site cut/load out/rough grade	211,397.00	211,397.00	0.00	0.00	211,397.00	100.00%	0.00	0.00
2002	Earthwork - Utilities (Storm/water/sanitary)	311,460.00	311,460.00	0.00	0.00	311,460.00	100.00%	0.00	0.00
2003	Earthwork - Fine grade	144,365.00	144,365.00	0.00	0.00	144,365.00	100.00%	0.00	0.00
2100	Selective Demolition	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00%	0.00	0.00
2200	Landscaping	198,971.00	198,971.00	0.00	0.00	198,971.00	100.00%	0.00	9,948.55
2250	Retaining Wall	37,910.00	37,910.00	0.00	0.00	37,910.00	100.00%	0.00	0.00
2300	Asphalt Pavement	288,000.00	288,000.00	0.00	0.00	288,000.00	100.00%	0.00	7,200.00
2400	Fencing	45,750.00	45,750.00	0.00	0.00	45,750.00	100.00%	0.00	0.00
2500	Concrete Footings & Foundations	138,300.00	138,300.00	0.00	0.00	138,300.00	100.00%	0.00	0.00
2501	Concrete Interior SOG	200,425.00	200,425.00	0.00	0.00	200,425.00	100.00%	0.00	5,010.63
2502	Concrete Pads	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
2600	Masonry	482,160.00	482,160.00	0.00	0.00	482,160.00	100.00%	0.00	2,410.80
2601	Masonry Cast Stone/Stone Material	69,840.00	69,840.00	0.00	0.00	69,840.00	100.00%	0.00	1,745.99
2700	Steel Shop Drawings-Engineering	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%	0.00	0.00
2701	Structural/Misc Steel	25,100.00	25,100.00	0.00	0.00	25,100.00	100.00%	0.00	0.00
2800	Carpentry Rough Framing	201,600.00	201,600.00	0.00	0.00	201,600.00	100.00%	0.00	0.00
2801	Carpentry Roof Trusses	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00%	0.00	0.00
2802	Carpentry Doors & Hardware Install	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00%	0.00	0.00
2803	Carpentry Finish/Millwork	32,300.00	32,300.00	0.00	0.00	32,300.00	100.00%	0.00	0.00
2900	Roofing	183,500.00	183,500.00	0.00	0.00	183,500.00	100.00%	0.00	0.00
3000	Air Barrier & Joint Sealants	19,450.00	19,450.00	0.00	0.00	19,450.00	100.00%	0.00	0.00
3001	Insulation	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00%	0.00	0.00
3100	Glazing, Glass Wall panels	125,800.00	125,800.00	0.00	0.00	125,800.00	100.00%	0.00	0.00
3200	OH Rolling Doors	1,615.00	1,615.00	0.00	0.00	1,615.00	100.00%	0.00	0.00
3300	Doors/Frames/Hardware	17,752.00	17,752.00	0.00	0.00	17,752.00	100.00%	0.00	0.00
3400	Gypsum Board Assemblies	97,660.00	97,660.00	0.00	0.00	97,660.00	100.00%	0.00	0.00
3500	Acoustic Ceilings	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00%	0.00	0.00
3600	Resilient/VCT Flooring	31,300.00	31,300.00	0.00	0.00	31,300.00	100.00%	0.00	0.00
3700	Hard Tile	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	0.00
3800	Pre-Frame & Paint	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00%	0.00	0.00
3900	F.E. Cab/Specialties/Display Boards	10,956.00	10,956.00	0.00	0.00	10,956.00	100.00%	0.00	0.00
4000	Signage	2,550.00	2,550.00	0.00	0.00	2,550.00	100.00%	0.00	0.00
4100	Kitchen Equipment/Access	3,847.00	3,847.00	0.00	0.00	3,847.00	100.00%	0.00	0.00
4200	Toilet Accessories	11,520.00	11,520.00	0.00	0.00	11,520.00	100.00%	0.00	0.00
4201	Toilet Compartments	12,030.00	12,030.00	0.00	0.00	12,030.00	100.00%	0.00	0.00
4300	Pre-Engineered Building	19,372.00	19,372.00	0.00	0.00	19,372.00	100.00%	0.00	0.00
4301	PEB Structural Steel Siding/Material	172,000.00	172,000.00	0.00	0.00	172,000.00	100.00%	0.00	0.00
4302	PEB Erection B. Equipment	23,329.00	23,329.00	0.00	0.00	23,329.00	100.00%	0.00	0.00
4400	HVAC Submittals	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00%	0.00	0.00
4401	HVAC Sheet Metal Materials	17,945.00	17,945.00	0.00	0.00	17,945.00	100.00%	0.00	0.00
4402	HVAC Sheet Metal Shop Fabrication Labor	8,800.00	8,800.00	0.00	0.00	8,800.00	100.00%	0.00	0.00
4403	HVAC Sheet Metal Field Intall Labor	14,500.00	14,500.00	0.00	0.00	14,500.00	100.00%	0.00	0.00
4404	HVAC Equipment	23,600.00	23,600.00	0.00	0.00	23,600.00	100.00%	0.00	0.00
4405	HVAC Equipment Install	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00%	0.00	0.00

Novi - Lakeshore Park

APPL. NO.: 10325300-20
PERIOD ENDING: 8/31/2021

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D			G		H BALANCE TO RISK	I RETENTION (\$) AMOUNT
			E		F	TOTAL COMPLETE AND STORED TO DATE	J % COMPL.		
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT					
4406	HVAC Controls	3,376.00	3,376.00	0.00	0.00	3,376.00	100.00%	0.00	0.00
4407	HVAC Close-Out (TAB, O&B & As-Builts)	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00
4500	Fire Suppression Design/Drafting	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	0.00
4501	Fire Suppression Rough	19,400.00	19,400.00	0.00	0.00	19,400.00	100.00%	0.00	0.00
4502	Fire Suppression Finish	13,259.00	13,259.00	0.00	0.00	13,259.00	100.00%	0.00	0.00
4600	Mechanical Plumbing Rough Material	34,256.00	34,256.00	0.00	0.00	34,256.00	100.00%	0.00	0.00
4601	Mechanical Plumbing Rough Labor	33,180.00	33,180.00	0.00	0.00	33,180.00	100.00%	0.00	0.00
4602	Mechanical Plumbing/Fixtures/Trenches/ETC	21,165.00	21,165.00	0.00	0.00	21,165.00	100.00%	0.00	0.00
4603	Mechanical Plumbing Finish Labor	14,950.00	14,950.00	0.00	0.00	14,950.00	100.00%	0.00	0.00
4604	Mechanical Plumbing Close-Out (TAB O&B, As-Builts)	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%	0.00	0.00
4700	Electrical Light Fixtures	162,200.00	162,200.00	0.00	0.00	162,200.00	100.00%	0.00	0.00
4701	Electrical Materials (panels, conduit, wire)	143,200.00	143,200.00	0.00	0.00	143,200.00	100.00%	0.00	0.00
4702	Electrical Rough	139,970.00	139,970.00	0.00	0.00	139,970.00	100.00%	0.00	0.00
4703	Electrical Finish	98,320.00	98,320.00	0.00	0.00	98,320.00	100.00%	0.00	0.00
4704	Electric Site Work & Exterior Lighting*	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00%	0.00	0.00
4705	Low Volt/Data Access Control	12,800.00	12,800.00	0.00	0.00	12,800.00	100.00%	0.00	0.00
4706	N/A	14,247.00	14,247.00	0.00	0.00	14,247.00	100.00%	0.00	0.00
Subtotal Trade Work		4,337,397.00	4,337,397.00	0.00	0.00	4,337,397.00	100.00%	0.00	26,315.97
Total General Conditions & Trade Work		4,735,400.00	4,735,400.00	0.00	0.00	4,735,400.00	100.00%	0.00	26,315.97
Owner Allowances									
OA-1	CCTV Camera Allowance (OA)	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	0.00
OA-2	Consultant Fees (OA)	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
OA-3	Testing/General Investigation (OA)	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
Subtotal Owner Allowances		85,000.00	85,000.00	0.00	0.00	85,000.00	100.00%	0.00	0.00
Change Orders									
00041	99007-CR7r Bulletin 1 Civil & Landscape Changes	87,654.23	87,654.23	0.00	0.00	87,654.23	100.00%	0.00	0.00
00041	99009-CR9 Existing Concrete Slab & Septic Tank Removal	9,351.32	9,351.32	0.00	0.00	9,351.32	100.00%	0.00	0.00
00042	99022-CR2241 UG Corridor South	21,401.40	21,401.40	0.00	0.00	21,401.40	100.00%	0.00	0.00
00043	99006-CR6 DTE Streetlights & Pole Removal	5,080.27	5,080.27	0.00	0.00	5,080.27	100.00%	0.00	0.00
00043	99019 CR19-Additional Testing (TEC)	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
00043	99021-CR21 DTE UG and Pole Rework at Bemstadt	12,633.01	12,633.01	0.00	0.00	12,633.01	100.00%	0.00	0.00
00044	99011-CR11 Bulletin 4 Rev1	2,097.44	2,097.44	0.00	0.00	2,097.44	100.00%	0.00	0.00
00044	99012-CR12 21AA Crushed Limestone for Paving Base	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	0.00
00044	99013-CR13 SE1 Wearing Course - Novi Standard	7,345.80	7,345.80	0.00	0.00	7,345.80	100.00%	0.00	0.00
00044	99018-CR18 Bulletin 6 - Sanitary Elevators & Water RFI 111-114	42,158.86	42,158.86	0.00	0.00	42,158.86	100.00%	0.00	0.00
00045	99001 Fence relocation @ bike path entrance	1,313.34	1,313.34	0.00	0.00	1,313.34	100.00%	0.00	0.00
00045	99023 CR23 AHU 90 Bend	2,297.02	2,297.02	0.00	0.00	2,297.02	100.00%	0.00	0.00
00045	99024 CR24 Omit Sidewalk areas@playspaces	-3,096.50	(3,096.50)	0.00	0.00	(3,096.50)	100.00%	0.00	0.00
00045	99025 CR25 Bulletin #3 Lighting Controls	8,850.00	8,850.00	0.00	0.00	8,850.00	100.00%	0.00	0.00
00045	99026 CR26 Added retaining wall for pole interference	8,684.58	8,684.58	0.00	0.00	8,684.58	100.00%	0.00	0.00
00045	99028 CR28 DTE pole support rig	5,565.00	5,565.00	0.00	0.00	5,565.00	100.00%	0.00	0.00
00045	99029 CR29 Flag pole credit	-5,229.00	(5,229.00)	0.00	0.00	(5,229.00)	100.00%	0.00	0.00
00045	99030 CR30 Steel modification	9,304.68	9,304.68	0.00	0.00	9,304.68	100.00%	0.00	0.00
00045	99031 CR31 Slab at electrical UG (North of removed portion)	2,067.00	2,067.00	0.00	0.00	2,067.00	100.00%	0.00	0.00
00045	99032 CR32 Polygon added side	7,368.38	7,368.38	0.00	0.00	7,368.38	100.00%	0.00	0.00
00045	99039 CR39 Fan material credit	-1,000.00	(1,000.00)	0.00	0.00	(1,000.00)	100.00%	0.00	0.00
00046	99008 CR8r Bulletin 2 rev	852.94	852.94	0.00	0.00	852.94	100.00%	0.00	0.00
00046	99027 CR27 Plumbing Drinking Fountain/Carriers	6,279.99	6,279.99	0.00	0.00	6,279.99	100.00%	0.00	0.00
00046	99035 CR35 Chase Wall RFI24r	2,320.96	2,320.96	0.00	0.00	2,320.96	100.00%	0.00	0.00
00046	99036r CR36r 1" copper & hidden slab removal	4,464.96	4,464.96	0.00	0.00	4,464.96	100.00%	0.00	0.00
00046	99040 CR40 Delete Markerboards	-2,260.00	(2,260.00)	0.00	0.00	(2,260.00)	100.00%	0.00	0.00

Novel - Lakeshore Park

APPL. NO.: 1082300-20
PERIOD ENDING: 6/30/2021

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D			G		H BALANCE TO FRIGH	I RETENTION (\$) AMOUNT
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	(\$) VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	(\$) COMPL.		
00046	99042 CR42 Mech Enclosure reduction - Bulletin 7	-4,862.19	(4,862.19)	0.00	0.00	(4,862.19)	100.00%	0.00	0.00
00046	99043 CR43 Bulletin 9 Transition to New Work - Masonry rods & grout	6,318.15	6,318.15	0.00	0.00	6,318.15	100.00%	0.00	0.00
00047	99016R3 CR16R2 Bull#5	8,849.94	8,849.94	0.00	0.00	8,849.94	100.00%	0.00	0.00
00047	99034 CR34r Winter Conditions 1 & 2	49,184.97	49,184.97	0.00	0.00	49,184.97	100.00%	0.00	0.00
00047	99038 CR38 FP in Truss/FDC connection to West	7,321.42	7,321.42	0.00	0.00	7,321.42	100.00%	0.00	0.00
00047	99041 CR 41 Utility relocations	3,276.08	3,276.08	0.00	0.00	3,276.08	100.00%	0.00	0.00
00048	CR2 Lead and Asbestos Survey	1,918.60	1,918.60	0.00	0.00	1,918.60	100.00%	0.00	0.00
00048	CR4 Soils Testing (MI metals)	7,632.00	7,632.00	0.00	0.00	7,632.00	100.00%	0.00	0.00
00048	CR5 abatement and Air monitoring	6,158.60	6,158.60	0.00	0.00	6,158.60	100.00%	0.00	0.00
00048	CR44 Delete Storage Room Ceiling, Add vestibule, Ceiling	-0.01	(0.01)	0.00	0.00	(0.01)	100.00%	0.00	(0.00)
00048	CR47 Winter Conditions III (Air Barrier)	1,564.50	1,564.50	0.00	0.00	1,564.50	100.00%	0.00	0.00
00048	CR49 Omit Bike Path Coating & Symbols	-42,500.00	(42,500.00)	0.00	0.00	(42,500.00)	100.00%	0.00	0.00
00048	CR50 Network Cabling Allowance balance	-3,582.92	(3,582.92)	0.00	0.00	(3,582.92)	100.00%	0.00	0.00
00048	CR51 City Consultant balance	-25,360.00	(25,360.00)	0.00	0.00	(25,360.00)	100.00%	0.00	0.00
00049	CR46 Fire Suppression Exterior	33,869.97	33,869.97	0.00	0.00	33,869.97	100.00%	0.00	0.00
00049	CR54 Cauling at Glu-Lam areas	770.62	770.62	0.00	0.00	770.62	100.00%	0.00	0.00
00049	CR57 Emergency SEC measures @ tunnel	18,831.65	18,831.65	0.00	0.00	18,831.65	100.00%	0.00	0.00
00049	CR58 New Trusses for Garage	2,332.00	2,332.00	0.00	0.00	2,332.00	100.00%	0.00	0.00
00049	CR45/2 Covid Jobsite suspension	25,106.30	25,106.30	0.00	0.00	25,106.30	100.00%	0.00	0.00
00049	CR59r Light Fixture rewire/extension	2,244.00	2,244.00	0.00	0.00	2,244.00	100.00%	0.00	0.00
00049	CR61r Auto Door Operators	5,232.48	5,232.48	0.00	0.00	5,232.48	100.00%	0.00	0.00
00049	CR63 SDA Inspection B12	628.48	628.48	0.00	0.00	628.48	100.00%	0.00	0.00
00049	CR68 Add 20' snow-guard @Mech area	795.00	795.00	0.00	0.00	795.00	100.00%	0.00	0.00
00049	CR62r2 Bull#13 Sidewalk @ Pavilion	3,208.28	3,208.28	0.00	0.00	3,208.28	100.00%	0.00	0.00
00049	CR64r1 SEC at Tunnel	4,072.52	4,072.52	0.00	0.00	4,072.52	100.00%	0.00	0.00
00049	CR66 Corrosion-resistant Sprinkler heads	1,234.09	1,234.09	0.00	0.00	1,234.09	100.00%	0.00	0.00
00049	CR70 SEC Permit extension/reimbursement	1,167.25	1,167.25	0.00	0.00	1,167.25	100.00%	0.00	0.00
00049	CR71 Omit Paint @ Garage addition	-1,860.00	(1,860.00)	0.00	0.00	(1,860.00)	100.00%	0.00	0.00
00049	CR72r1 Asphalt Winterization/temp striping	5,353.00	5,353.00	0.00	0.00	5,353.00	100.00%	0.00	0.00
00049	CR74 Rim cover	1,272.00	1,272.00	0.00	0.00	1,272.00	100.00%	0.00	0.00
00049	CR75 Electrical for Compressor	642.36	642.36	0.00	0.00	642.36	100.00%	0.00	0.00
00049	CR76 (3) Attic Lites & service receptacles	1,776.14	1,776.14	0.00	0.00	1,776.14	100.00%	0.00	0.00
00049	CR77 Camp Room Sinks	861.78	861.78	0.00	0.00	861.78	100.00%	0.00	0.00
00049	Emergency Salt Dome* * Billed separate direct to City of Novel (See Credit on Invoice)	27,950.00	27,950.00	0.00	0.00	27,950.00	100.00%	0.00	0.00
00049	CR73 Bull 11r & 12r Grades, sidewalks, handrail, Storm drain	86,778.86	86,778.86	0.00	0.00	86,778.86	100.00%	0.00	0.00
00049	CR78r2 Bulletin 14 EM Lighting	14,127.79	14,127.79	0.00	0.00	14,127.79	100.00%	0.00	0.00
00049	CR79 Credit Landscape planting/irrig. and Exterior Paint	-26,398.00	(26,398.00)	0.00	0.00	(26,398.00)	100.00%	0.00	0.00
00049	CR20r Extend GCs- Final Settlement	135,000.00	0.00	135,000.00	0.00	135,000.00	100.00%	0.00	0.00
Subtotal Change Orders		629,921.39	494,921.39	135,000.00	0.00	629,921.39	100.00%	0.00	0.00
Grand Total - Base & Change Orders		5,450,321.39	5,315,321.39	135,000.00	0.00	5,450,321.39	100.00%	0.00	16,315.57

STATE OF MICHIGAN)
COUNTY OF)

Troy Neubeuer

, being duly sworn, deposes and says

That he makes this Sworn Statement on behalf of DeMaria Building Company

who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan and described as follows: (Insert legal description from Notice of Commencement)

Novi - Lakeshore Park

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the 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 thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount Billed Not Paid	Amount currently owing	Balance to complete
Advanced Contracting, Elec	Electrical	519,146.37	519,146.37		-	-
American Fence & Supply	Fencing	41,579.30	41,579.30		-	-
Christen Detroit	Roofing	198,619.60	198,619.60		-	-
Cont'l Corp.	Plumbing	116,584.51	116,584.51		-	-
Cowhy Hayes Construction	Gypsum Board Assemb.	91,273.97	91,273.97		-	-
D&R Earthwork	Earthwork	938,917.87	938,917.87		-	-
DC Dyes's	Waterproofing	20,417.00	20,417.00		-	-
Damco Contracting	Carpentry	330,876.00	330,876.00		-	-
Denny's Heating & Cooling	HVAC	107,167.00	107,167.00	-	-	-
DSP Constructors	Concrete/SOG	281,818.04	281,818.04		-	-
Gale Insulation	Insulation	5,354.00	5,354.00		-	-
Great Lakes Supply	Food Service Equip	3,600.00	3,600.00	-	-	-
Harbin Steel	Structural Steel	61,639.20	61,639.20		-	-
HMC Mason Contractors	Masonry	578,484.90	578,484.90	-	-	-
Interstate Fire Protection	Fire Protection	2,250.00	2,250.00		-	-
Mans Lumber	Rough Carpentry Mat	100,566.76	100,566.76		-	-
Michigan Overhead Door	Overhead Door	1,615.00	1,615.00	-	-	-
Miracle Recreation Equip	Metal Building Systems	40,773.80	40,773.80		-	-
Modern Mirror	Glazing	125,232.48	125,232.48	-	-	-
MW Coatings	Painting	34,000.00	34,000.00		-	-
Narle Paving Co.	Paving	321,577.00	321,577.00	-	-	-
National Tile	Tile	11,550.00	11,550.00		-	-
Nelson Mill Co.	Finish Carpentry	31,378.00	31,378.00	-	-	-
Poured Brick Wall, Inc.	Concrete	117,450.00	117,450.00		-	-
R.E. Leggett Company	Toilet Partitions	13,560.00	13,560.00	-	-	-
Sentinel Structures	Pre-Engineered Bldg.	205,610.00	205,610.00		-	-
Tanner Supply	Doors & Frames	16,250.00	16,250.00		-	-
Turner Brooks Inc.	Resilient Flooring	30,275.00	30,275.00	-	-	-
Yankee Construction	Excavation	49,241.94	49,241.94		-	-
WM Canon, Inc.	Landscape	239,209.00	239,209.00	-	-	-
		\$ 4,636,016.74	\$ 4,636,016.74	\$ -	\$ -	\$ -

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

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Project Manager _____ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OF LESSEE OF THE ABOVE - DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.



Deponent Trey Neubauer

By its: Project Manager

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me

2nd day of September '21

Kath A McHenry
Notary Public

Oakland County, Michigan

My commission expires 12/5/25

PARTIAL CONDITIONAL WAIVER

I / we have a contract with City of Novi to provide
(other contracting party)
General Conditions for the improvement to the property
described as 10-3253-00 Novi Lakeshore Park and by signing
this waiver waive my/our construction lien to the amount of \$ \$5 424,005.42 ,for
labor/materials provided through 8/31/2021
(date)

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned upon on actual payment of the amount shown above.

DeMaria Building Company


(signature of lien claimant)

Signed on: 9/2/21

Address: 45500 Grand River

Novi, MI 48374

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



DeMARIA BUILDING COMPANY
Design & Build Construction Management General Contracting

INVOICE

Sold To: City of NOVI City of Novi 45175 Ten Mile Rd. Novi, MI 48375 Attn: Brandon McCullough	Invoice No.: 10325300-20R Date: August 31 2021 Our Job No.: 10-3253-00 Your Order No.:
--	---

Project / Ship To: Novi - Lakeshore Park
--

Description of Work	Unit Price	Amount
Work Completed through August 31st, 2021		26,315.97
Please remit to: DeMaria Building Company 45500 Grand River Avenue Novi, Michigan 48374		
	Subtotal:	26,315.97
	Tax:	0.00
	Total:	\$26,315.97

APPLICATION AND CERTIFICATE FOR PAYMENT (AIA DOCUMENT G702)

To (Owner): City of Novi
 45176 Ten Mile Rd.
 Novi, MI 48376
 Attn: Brandon McCullough

Project: Novi - Lakeshore Park

Invoice No. 10325300-20R

Period From: 08/01/21
 To: 08/31/21

From (Contractor): DeMaria Building Company
 45600 Grand River
 Novi, MI 48374

Contract # Scope

Project No.: 10-3253-00

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY (See attached Summary Report)		
Change Order	ADDITIONS	DEDUCTIONS
	\$829,821.39	
NET AMOUNT OF CHANGES:	\$829,821.39	

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM.....	\$4,820,400.00
NET BY CHANGE ORDERS.....	\$829,821.39
CONTRACT SUM TO DATE.....	\$5,450,321.39
TOTAL COMPLETED AND STORED TO DATE.....	\$5,450,321.39
RETAINAGE.....	(\$0.00)
TOTAL EARNED LESS RETAINAGE.....	\$5,450,321.39
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$5,424,005.42
CURRENT PAYMENT DUE.....	\$26,315.97
BALANCE TO COMPLETE.....	(\$0.00)

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in conformance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
 Contractor: DeMaria

By: Richard Flynn, CFO Date: 9/2/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED \$26,315.97

(Attached explanation if amount certified differs from the amount applied for Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect: *Kayla Miller* BY: *Kayla Miller* Date: 9-20-22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights to the Owner or Contractor under this Contract.

State of: Michigan
 County of: Oakland
 Subscribed and sworn to before me this 2nd day of September '21

Notary Public: Kathleen A. McGreevy
 My Commission expires 12/5/2025

SCHEDULE OF VALUES BREAKDOWN											
Novi - Lakeshore Park											
APPL NO.: 10325800-298											
PERIOD ENDING: 6/30/2021											
ITEM NO.	WORK ITEM DESCRIPTION	SCHEDULED VALUE \$	D			E		G		H	I
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	F-1 VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	G% COMPL.	BALANCE TO FINISH	RETENTION (\$) AMOUNT		
1001	Mobilization/DeMobil	59,500.00	59,500.00	0.00	0.00	0.00	59,500.00	100.00%	0.00	0.00	
1002	Bonds & Insurance	58,821.00	58,821.00	0.00	0.00	0.00	58,821.00	100.00%	0.00	0.00	
1003	DeMaria Staff	159,289.00	159,289.00	0.00	0.00	0.00	159,289.00	100.00%	0.00	0.00	
1004	DeMaria General Conditions	101,700.00	101,700.00	0.00	0.00	0.00	101,700.00	100.00%	0.00	0.00	
1005	Surveying & Layout	8,719.00	8,719.00	0.00	0.00	0.00	8,719.00	100.00%	0.00	0.00	
1006	Final Cleanup	9,174.00	9,174.00	0.00	0.00	0.00	9,174.00	100.00%	0.00	0.00	
GCs Subtotal		398,003.00	398,003.00	0.00	0.00	0.00	398,003.00	100.00%	0.00	0.00	
Lakeshore Park											
2000	Earthwork - Sit Fence/Tree removal/site clearing	67,170.00	67,170.00	0.00	0.00	0.00	67,170.00	100.00%	0.00	0.00	
2001	Earthwork - Site cut/load out/rough grade	211,397.00	211,397.00	0.00	0.00	0.00	211,397.00	100.00%	0.00	0.00	
2002	Earthwork - Utilities (Storm/water/sanitary)	311,460.00	311,460.00	0.00	0.00	0.00	311,460.00	100.00%	0.00	0.00	
2003	Earthwork - Fine grade	144,365.00	144,365.00	0.00	0.00	0.00	144,365.00	100.00%	0.00	0.00	
2100	Selective Demolition	31,000.00	31,000.00	0.00	0.00	0.00	31,000.00	100.00%	0.00	0.00	
2100	Landscaping	198,971.00	198,971.00	0.00	0.00	0.00	198,971.00	100.00%	0.00	0.00	
2150	Retaining Wall	37,910.00	37,910.00	0.00	0.00	0.00	37,910.00	100.00%	0.00	0.00	
2300	Asphalt Pavement	288,000.00	288,000.00	0.00	0.00	0.00	288,000.00	100.00%	0.00	0.00	
2400	Fencing	45,750.00	45,750.00	0.00	0.00	0.00	45,750.00	100.00%	0.00	0.00	
2500	Concrete Footings & Foundations	138,300.00	138,300.00	0.00	0.00	0.00	138,300.00	100.00%	0.00	0.00	
2501	Concrete Interior SOG	200,425.00	200,425.00	0.00	0.00	0.00	200,425.00	100.00%	0.00	0.00	
2502	Concrete Pads	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00%	0.00	0.00	
2600	Masonry	482,160.00	482,160.00	0.00	0.00	0.00	482,160.00	100.00%	0.00	0.00	
2601	Masonry Cast Stone/Stone Material	69,840.00	69,840.00	0.00	0.00	0.00	69,840.00	100.00%	0.00	0.00	
2700	Steel Shop Drawings-Engineering	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	100.00%	0.00	0.00	
2701	Structural/Misc Steel	25,100.00	25,100.00	0.00	0.00	0.00	25,100.00	100.00%	0.00	0.00	
2800	Carpentry Rough Framing	201,600.00	201,600.00	0.00	0.00	0.00	201,600.00	100.00%	0.00	0.00	
2801	Carpentry Roof Trusses	160,000.00	160,000.00	0.00	0.00	0.00	160,000.00	100.00%	0.00	0.00	
2802	Carpentry Doors & Hardware Install	7,200.00	7,200.00	0.00	0.00	0.00	7,200.00	100.00%	0.00	0.00	
2803	Carpentry Finish/Millwork	32,300.00	32,300.00	0.00	0.00	0.00	32,300.00	100.00%	0.00	0.00	
2900	Roofing	183,500.00	183,500.00	0.00	0.00	0.00	183,500.00	100.00%	0.00	0.00	
3000	Air Barrier & Joint Sealants	19,450.00	19,450.00	0.00	0.00	0.00	19,450.00	100.00%	0.00	0.00	
3001	Insulation	4,800.00	4,800.00	0.00	0.00	0.00	4,800.00	100.00%	0.00	0.00	
3100	Glazing, Glass Wall panels	125,800.00	125,800.00	0.00	0.00	0.00	125,800.00	100.00%	0.00	0.00	
3200	OH Rolling Doors	1,615.00	1,615.00	0.00	0.00	0.00	1,615.00	100.00%	0.00	0.00	
3300	Doors/Frames/Hardware	17,752.00	17,752.00	0.00	0.00	0.00	17,752.00	100.00%	0.00	0.00	
3400	Gypsum Board Assemblies	97,660.00	97,660.00	0.00	0.00	0.00	97,660.00	100.00%	0.00	0.00	
3500	Acoustic Ceilings	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	100.00%	0.00	0.00	
3600	Resilient/VCT Flooring	31,300.00	31,300.00	0.00	0.00	0.00	31,300.00	100.00%	0.00	0.00	
3700	Hard Tile	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	100.00%	0.00	0.00	
3800	Pre-Prime & Paint	68,000.00	68,000.00	0.00	0.00	0.00	68,000.00	100.00%	0.00	0.00	
3900	F.E. Cab/Specialties/Display Boards	10,956.00	10,956.00	0.00	0.00	0.00	10,956.00	100.00%	0.00	0.00	
4000	Signage	2,550.00	2,550.00	0.00	0.00	0.00	2,550.00	100.00%	0.00	0.00	
4100	Kitchen Equipment/Access	3,847.00	3,847.00	0.00	0.00	0.00	3,847.00	100.00%	0.00	0.00	
4200	Toilet Accessories	11,520.00	11,520.00	0.00	0.00	0.00	11,520.00	100.00%	0.00	0.00	
4201	Toilet Compartments	12,030.00	12,030.00	0.00	0.00	0.00	12,030.00	100.00%	0.00	0.00	
4300	Pre-Engineered Building	19,372.00	19,372.00	0.00	0.00	0.00	19,372.00	100.00%	0.00	0.00	
4301	PEB Structural Steel Siding/Material	172,000.00	172,000.00	0.00	0.00	0.00	172,000.00	100.00%	0.00	0.00	
4302	PEB Erection & Equipment	23,329.00	23,329.00	0.00	0.00	0.00	23,329.00	100.00%	0.00	0.00	
4400	HVAC Submittals	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	100.00%	0.00	0.00	
4401	HVAC Sheet Metal Materials	17,945.00	17,945.00	0.00	0.00	0.00	17,945.00	100.00%	0.00	0.00	
4402	HVAC Sheet Metal Shop Fabrication Labor	8,800.00	8,800.00	0.00	0.00	0.00	8,800.00	100.00%	0.00	0.00	
4403	HVAC Sheet Metal Field Intall Labor	14,500.00	14,500.00	0.00	0.00	0.00	14,500.00	100.00%	0.00	0.00	
4404	HVAC Equipment	23,600.00	23,600.00	0.00	0.00	0.00	23,600.00	100.00%	0.00	0.00	
4405	HVAC Equipment Install	3,400.00	3,400.00	0.00	0.00	0.00	3,400.00	100.00%	0.00	0.00	

Novi - Lakeshore Park

APPL. NO.: 10325500-008
PERIOD ENDING: 8/31/2023

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D			E		F		G		H	I
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	(\$) COMPL.	BALANCE TO FINISH	RETENTION (\$) AMOUNT				
										F			
4405	HVAC Controls	3,376.00	3,376.00	0.00	0.00	3,376.00	100.00%	0.00	0.00				
4407	HVAC Close-Out (TAB, O&B & As-Builts)	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00				
4500	Fire Suppression Design/Drafting	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	0.00				
4501	Fire Suppression Rough	19,400.00	19,400.00	0.00	0.00	19,400.00	100.00%	0.00	0.00				
4502	Fire Suppression Finish	13,259.00	13,259.00	0.00	0.00	13,259.00	100.00%	0.00	0.00				
4600	Mechanical Plumbing Rough Material	34,256.00	34,256.00	0.00	0.00	34,256.00	100.00%	0.00	0.00				
4601	Mechanical Plumbing Rough Labor	33,180.00	33,180.00	0.00	0.00	33,180.00	100.00%	0.00	0.00				
4602	Mechanical Plumbing/Fixtures/Trenches/ETC	21,165.00	21,165.00	0.00	0.00	21,165.00	100.00%	0.00	0.00				
4603	Mechanical Plumbing Finish Labor	14,950.00	14,950.00	0.00	0.00	14,950.00	100.00%	0.00	0.00				
4604	Mechanical Plumbing Close-Out (TAB O&B, As-Builts)	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%	0.00	0.00				
4700	Electrical Light Fixtures	162,200.00	162,200.00	0.00	0.00	162,200.00	100.00%	0.00	0.00				
4701	Electrical Materials (panels, conduit, wire)	143,200.00	143,200.00	0.00	0.00	143,200.00	100.00%	0.00	0.00				
4702	Electrical Rough	139,970.00	139,970.00	0.00	0.00	139,970.00	100.00%	0.00	0.00				
4703	Electrical Finish	98,320.00	98,320.00	0.00	0.00	98,320.00	100.00%	0.00	0.00				
4704	Electric Site Work & Exterior Lighting	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00%	0.00	0.00				
4705	Low Volt/Data Access Control	12,800.00	12,800.00	0.00	0.00	12,800.00	100.00%	0.00	0.00				
4706	F/A	14,247.00	14,247.00	0.00	0.00	14,247.00	100.00%	0.00	0.00				
	Subtotal Trade Work	4,337,357.00	4,337,357.00	0.00	0.00	4,337,357.00	100.00%	0.00	0.00				
	Total General Conditions & Trade Work	4,735,400.00	4,735,400.00	0.00	0.00	4,735,400.00	100.00%	0.00	0.00				
	Owner Allowances												
OA-1	CCTV Camera Allowance (OA)	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	0.00				
OA-2	Consultant Fees (OA)	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00				
OA-3	Test/Inspection Fees (OA)	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00				
	Subtotal Owner Allowances	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00%	0.00	0.00				
	Change Orders												
OC001	99007-CR7r Bulletin 1 Civil & Landscape Changes	87,654.23	87,654.23	0.00	0.00	87,654.23	100.00%	0.00	0.00				
OC001	99009-CR9 Existing Concrete Slab & Septic Tank Removal	9,351.32	9,351.32	0.00	0.00	9,351.32	100.00%	0.00	0.00				
OC002	99032-CR21r UG Conduits South	21,401.40	21,401.40	0.00	0.00	21,401.40	100.00%	0.00	0.00				
OC003	99006-CR6 DTE Streetlights & Pole Removal	5,080.27	5,080.27	0.00	0.00	5,080.27	100.00%	0.00	0.00				
OC003	99019-CR19-Additional Testing (TEC)	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00				
OC003	99021-CR21 DTE UG and Pole Rework at Benstadt	12,633.01	12,633.01	0.00	0.00	12,633.01	100.00%	0.00	0.00				
OC004	99011-CR11 Bulletin 4 Rev1	2,097.44	2,097.44	0.00	0.00	2,097.44	100.00%	0.00	0.00				
OC004	99012-CR12 21AA Crushed Limestone for Paving Base	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	0.00				
OC004	99013-CR13 5E1 Wearing Course - Novi Standard	7,345.80	7,345.80	0.00	0.00	7,345.80	100.00%	0.00	0.00				
OC004	99018-CR18 Bulletin 6 - Sanitary Elevations & Writer RFI 111-114	42,158.86	42,158.86	0.00	0.00	42,158.86	100.00%	0.00	0.00				
OC005	99001 Fence relocation @ bike path entrance	1,313.34	1,313.34	0.00	0.00	1,313.34	100.00%	0.00	0.00				
OC005	99023 CR23 AHU 90 Bend	2,297.02	2,297.02	0.00	0.00	2,297.02	100.00%	0.00	0.00				
OC005	99024 CR24 Omit Sidewalk areas@playscapes	(3,096.50)	(3,096.50)	0.00	0.00	(3,096.50)	100.00%	0.00	0.00				
OC005	99025 CR25 Bulletin #3 Lighting Controls	8,850.00	8,850.00	0.00	0.00	8,850.00	100.00%	0.00	0.00				
OC005	99026 CR26r Added retaining wall for pole interference	8,684.58	8,684.58	0.00	0.00	8,684.58	100.00%	0.00	0.00				
OC005	99028 CR28 DTE pole support rig	5,565.00	5,565.00	0.00	0.00	5,565.00	100.00%	0.00	0.00				
OC005	99029 CR29 Flag pole credit	(5,229.00)	(5,229.00)	0.00	0.00	(5,229.00)	100.00%	0.00	0.00				
OC005	99030 CR30 Steel modification	9,304.68	9,304.68	0.00	0.00	9,304.68	100.00%	0.00	0.00				
OC005	99031 CR31 Slab at electrical UG (North of removed portion)	2,067.00	2,067.00	0.00	0.00	2,067.00	100.00%	0.00	0.00				
OC005	99032 CR32 Polygon added side	7,368.38	7,368.38	0.00	0.00	7,368.38	100.00%	0.00	0.00				
OC005	99039 CR39 Fan material credit	(1,000.00)	(1,000.00)	0.00	0.00	(1,000.00)	100.00%	0.00	0.00				
OC006	99008 CR8r Bulletin 2 rev	852.94	852.94	0.00	0.00	852.94	100.00%	0.00	0.00				
OC006	99027 CR27 Plumbing Drinking Fountain/Carriers	6,279.99	6,279.99	0.00	0.00	6,279.99	100.00%	0.00	0.00				
OC006	99035 CR35 Chase Wall RFI24r	2,320.96	2,320.96	0.00	0.00	2,320.96	100.00%	0.00	0.00				
OC006	99036r CR36r 1" copper & hidden slab removal	4,464.96	4,464.96	0.00	0.00	4,464.96	100.00%	0.00	0.00				
OC006	99040 CR40 Delete Markerboards	(2,260.00)	(2,260.00)	0.00	0.00	(2,260.00)	100.00%	0.00	0.00				

Novi - Lakeshore Park										APPL. NO.:	10325300-208
										PERIOD ENDING:	8/31/2023
A	B	C	D	E	F	G		H		I	
ITEM NO.	WORK ITEM DESCRIPTION	SCHEDULED VALUE \$	(\$) AMOUNT			TOTAL COMPLETE AND STORED TO DATE	CR COMPL.	BALANCE TO FRESH	RETENTION (\$) AMOUNT		
			PREVIOUS	CURRENT	(\$) VALUE OF STORED MATERIAL						
00046	99041 CR42 Mech Enclosure production - Substation 1	-4,862.19	(4,862.19)	0.00	0.00	(4,862.19)	100.00%	0.00	0.00		
00046	99043 CR43 Bulletin 9 Transformer UG rework, Masonry rods & grout	6,318.15	6,318.15	0.00	0.00	6,318.15	100.00%	0.00	0.00		
00047	99016R3 CR16R2 Bullets	8,849.94	8,849.94	0.00	0.00	8,849.94	100.00%	0.00	0.00		
00047	99034 CR34R Winter Conditions 1 & 2	49,184.97	49,184.97	0.00	0.00	49,184.97	100.00%	0.00	0.00		
00047	99038 CR38 PP in Truss/FDC connection to West	7,321.42	7,321.42	0.00	0.00	7,321.42	100.00%	0.00	0.00		
00047	99041 CR 41 Utility relocations	3,276.08	3,276.08	0.00	0.00	3,276.08	100.00%	0.00	0.00		
00048	CR2 Lead and Asbestos Survey	1,918.60	1,918.60	0.00	0.00	1,918.60	100.00%	0.00	0.00		
00048	CR4 Soils Testing (MI metals)	7,632.00	7,632.00	0.00	0.00	7,632.00	100.00%	0.00	0.00		
00048	CR5 abatement and Air monitoring	6,158.60	6,158.60	0.00	0.00	6,158.60	100.00%	0.00	0.00		
00048	CR44 Delete Storage Room Ceiling, Add vestibule, Ceiling	-0.01	(0.01)	0.00	0.00	(0.01)	100.00%	0.00	(0.00)		
00048	CR47 Winter Conditions III (Air Barrier)	1,564.50	1,564.50	0.00	0.00	1,564.50	100.00%	0.00	0.00		
00048	CR49 Omit Bike Path Coating & Symbols	-42,500.00	(42,500.00)	0.00	0.00	(42,500.00)	100.00%	0.00	0.00		
00048	CR50 Network Cabling Allowance balance	-3,582.92	(3,582.92)	0.00	0.00	(3,582.92)	100.00%	0.00	0.00		
00048	CR51 City Consultant balance	-25,360.00	(25,360.00)	0.00	0.00	(25,360.00)	100.00%	0.00	0.00		
00049	CR46 Fire Suppression Exterior	33,869.97	33,869.97	0.00	0.00	33,869.97	100.00%	0.00	0.00		
00049	CR54 Culling at Glo-Lam areas	770.62	770.62	0.00	0.00	770.62	100.00%	0.00	0.00		
00049	CR57 Emergency SEC measures @ tunnel	18,831.65	18,831.65	0.00	0.00	18,831.65	100.00%	0.00	0.00		
00049	CR58 New Trusses for Garage	2,332.00	2,332.00	0.00	0.00	2,332.00	100.00%	0.00	0.00		
00010	CR45/2 Covid Jobsite suspension	25,106.30	25,106.30	0.00	0.00	25,106.30	100.00%	0.00	0.00		
00010	CR59r Light Fixture rewire/extension	2,244.00	2,244.00	0.00	0.00	2,244.00	100.00%	0.00	0.00		
00010	CR61r Auto Door Operators	5,232.48	5,232.48	0.00	0.00	5,232.48	100.00%	0.00	0.00		
00010	CR63 SDA Inspection B12	628.48	628.48	0.00	0.00	628.48	100.00%	0.00	0.00		
00010	CR68 Add 20' snow-guard @Mech area	795.00	795.00	0.00	0.00	795.00	100.00%	0.00	0.00		
00011	CR62/2 Bull#13 Sidewalk @ Pavilion	3,208.28	3,208.28	0.00	0.00	3,208.28	100.00%	0.00	0.00		
00011	CR64r1 SEC at Tunnel	4,072.52	4,072.52	0.00	0.00	4,072.52	100.00%	0.00	0.00		
00011	CR66 Corrosion-resistant Spindler heads	1,234.09	1,234.09	0.00	0.00	1,234.09	100.00%	0.00	0.00		
00011	CR70 SEC Permit extension/reimbursement	1,167.25	1,167.25	0.00	0.00	1,167.25	100.00%	0.00	0.00		
00011	CR71 Omit Paint @ Garage addition	-1,860.00	(1,860.00)	0.00	0.00	(1,860.00)	100.00%	0.00	0.00		
00011	CR72r1 Asphalt Winterization/Temp striping	5,353.00	5,353.00	0.00	0.00	5,353.00	100.00%	0.00	0.00		
00011	CR74 Rim cover	1,272.00	1,272.00	0.00	0.00	1,272.00	100.00%	0.00	0.00		
00011	CR75 Electrical for Compressor	642.36	642.36	0.00	0.00	642.36	100.00%	0.00	0.00		
00011	CR76 (S)Attic Lites & service receptacles	1,776.14	1,776.14	0.00	0.00	1,776.14	100.00%	0.00	0.00		
00011	CR77 Camp Room Sinks	861.78	861.78	0.00	0.00	861.78	100.00%	0.00	0.00		
00012	Emergency Salt Dome*	27,950.00	27,950.00	0.00	0.00	27,950.00	100.00%	0.00	0.00		
	* Billed separate direct to City of Novi (See Credit on Invoice)										
00013	CR73 Bull 11r & 12r Grades, sidewalks, handrail, Storm drain	86,778.86	86,778.86	0.00	0.00	86,778.86	100.00%	0.00	0.00		
00013	CR78/2 Bulletin 14 EM lighting	14,127.79	14,127.79	0.00	0.00	14,127.79	100.00%	0.00	0.00		
00013	CR79 Credit Landscape planting/irrig. and Exterior Paint	-26,398.00	(26,398.00)	0.00	0.00	(26,398.00)	100.00%	0.00	0.00		
00014	CR20r Extend GCs- Final Settlement	135,000.00	0.00	135,000.00	0.00	135,000.00	100.00%	0.00	0.00		
Subtotal change Orders		629,921.39	494,921.39	135,000.00	0.00	629,921.39	100.00%	0.00	0.00		
Grand Total - Base & Change Orders		5,450,321.39	5,315,321.39	135,000.00	0.00	5,450,321.39	100.00%	0.00	0.00		

STATE OF MICHIGAN)
 COUNTY OF)

Tracy Neubaer, being duly sworn, deposes and says

That he makes this Sworn Statement on behalf of DeMaria Building Company

who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan and described as follows: (Insert legal description from Notice of Commencement)

Novi - Lakeshore Park

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the 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 thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount Billed Not Paid	Amount currently owing	Balance to complete
Advanced Contracting/Elec	Electrical	519,146.37	519,146.37	-	-	
American Fence & Supply	Fencing	41,579.30	41,579.30	-	-	
Christen Detroit	Roofing	198,619.60	198,619.60	-	-	
Conti Corp.	Plumbing	116,584.51	116,584.51	-	-	
Cowley-Hulbert Construction	Gypsum Board Assemb.	91,273.97	91,273.97	-	-	
D&R Earthwork	Earthwork	938,917.87	938,917.87	-	-	
DC Over's	Waterproofing	20,417.00	20,417.00	-	-	
Damico Contracting	Carpentry	330,876.00	330,876.00	-	-	
Denny's Heating & Cooling	HVAC	107,167.00	107,167.00	-	-	
DSP Constructors	Concrete/SOG	281,818.04	281,818.04	-	-	
Gale Insulation	Insulation	5,354.00	5,354.00	-	-	
Great Lakes Supply	Food Service Equip	3,600.00	3,600.00	-	-	
Harbin Steel	Structural Steel	61,639.20	61,639.20	-	-	
HMC Mason Contractors	Masonry	578,484.90	578,484.90	-	-	
Interstate Fire Protection	Fire Protection	225.00	225.00	-	-	
Mans Lumber	Rough Carpentry Mat	100,566.76	100,566.76	-	-	
Michigan Overhead Door	Overhead Door	1,615.00	1,615.00	-	-	
Miracle Recreation Equip	Metal Building Systems	40,773.80	40,773.80	-	-	
Modern Mirror	Glazing	125,232.48	125,232.48	-	-	
MW Coating	Painting	34,000.00	34,000.00	-	-	
Nagle Paving Co.	Paving	321,577.00	321,577.00	-	-	
National Tile	Tile	11,550.00	11,550.00	-	-	
Nelson Mill Co.	Finish Carpentry	31,378.00	31,378.00	-	-	
Poured Brick Walls, Inc.	Concrete	117,450.00	117,450.00	-	-	
R.E. Leggett Company	Toilet Partitions	13,560.00	13,560.00	-	-	
Sentinel Structures	Pre-Engineered Bldg.	205,610.00	205,610.00	-	-	
Tanner Supply	Doors & Frames	16,250.00	16,250.00	-	-	
Turner Brooks Inc.	Resilient Flooring	30,275.00	30,275.00	-	-	
Yankee Construction	Excavation	49,241.94	49,241.94	-	-	
WM Canon, Inc.	Landscaping	239,209.00	239,209.00	-	-	
		\$ 4,636,016.74	\$ 4,636,016.74	\$ -	\$ -	\$ -

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

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Project Manager _____ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OF LESSEE OF THE ABOVE - DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.




Deponent Troy Neubauer

By Its: Project Manager _____

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me

2nd day of September 21

 A. M. [unclear]
Notary Public

Oakland County, Michigan

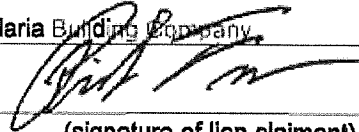
My commission expires 12/6/25

PARTIAL CONDITIONAL WAIVER

I / we have a contract with City of Novi to provide
(other contracting party)
General Conditions for the improvement to the property
described as 10-3253-00 Novi Lakeshore Park, and by signing
this waiver waive my/our construction lien to the amount of \$ \$5,450,321.39, for
labor/materials provided through 8/31/2021, for
(date)

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned upon on actual payment of the amount shown above.

DeMaria Building Company



(signature of lien claimant)

Signed on: 9/2/21

Address: 45500 Grand River

Novi, MI 48374

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



45500 Grand River Avenue
Novi, MI 48374
Ph : (248)348-8710

Change Order

Project:

10-3253-00 Lakeshore Park-City of Novi
601 South Lake Drive
Novi, MI 48377

Change Order: 14

Date: 8/16/2021

Architect's Project:

To Contractor:

DeMaria Building Company, Inc.
45500 Grand River Avenue
Novi, MI 48374

The Contract is changed as follows:

OCO#14 Final

99020 CR20r Extend GCs - Final Settlement

\$135,000.00

The original Contract Amount was	\$4,820,400.00
Net change by previously authorized Change Orders	\$494,921.39
The Contract Amount prior to this Change Order was	\$5,315,321.39
The Contract will be increased by this Change Order in the amount of	\$135,000.00
The new Contract Amount including this Change Order will be	\$5,450,321.39

The date of Substantial Completion as of the date of this Change Order therefore is

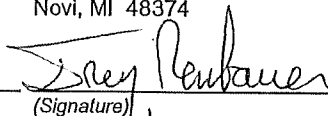
NOT VALID UNTIL SIGNED BY THE ARCHITECT , CONTRACT AND OWNER.

NSA Architecture
ARCHITECT

DeMaria Building Company, Inc.
CONTRACTOR
45500 Grand River Avenue
Novi, MI 48374

City of Novi
OWNER


(Signature)


(Signature)

(Signature)

By Gregory N. Mason

By TREY NEUBAUER - PM

By

Date 8-18-21

Date 8/16/2021

Date

Date

Date



45500 Grand River Avenue
 Novi, MI 48374
 Ph : (248)348-8710

Change Request

To: City of Novi
 45175 W. Ten Mile Rd.
 Novi, MI 48375

Number: 99020
Date: 8/10/21
Job: 10-3253-00 Lakeshore Park-City of Novi
Phone:

Description: CR20r Extend GCs - Final Settlement

Reason: Change in Scope
 Schedule Impact: 30wk, 17wks
 Source: Bulletin # 1,2,6,12,14

We are pleased to offer the following specifications and pricing to make the following changes:

The original substantial completion was Established as DEC 16th, 2019. Impacts #1 through #4 associated with Permitting, Utility changes, civil work, Covid project suspension, added exterior fire suppression, final grades, and EM lighting (thru Bulletin #14), resulted in an overall impact of 210 calendar days (approx 30 weeks or 7 Mo.). Final Settlement agreement resulted in negotiated compensation for a duration of approx 17 weeks or 4 months.

Work performed by us:				
Description			Quantity Unit	Unit Price Price
99020	1-043-001	Supervision 800hrs @ \$92.50/hr	Labor	\$74,000.00
99020	1-200-050	Project Manager 250 hours @ \$85/hr	Labor	\$21,250.00
99020	1-200-052	Project Engineer 250 hours @ \$71/hr	Labor	\$17,750.00
99020	1-200-003	Project Scheduling 21 hours @ \$68/hr	Labor	\$1,428.00
Subtotal:				\$114,428.00
Work performed by subcontractors:				
Description		Subcontractor		Price
99020	1-510-003	Temp Electrical Consp (\$500/mo x 4 mo)		\$2,000.00
99020	1-510-005	Temporary Toilets (\$225/mo x 4 mo.)		\$900.00
99020	1-590-001	Field Office & Equipment \$1,168/mo @ 4 mo.		\$4,672.00
Subtotal:				\$7,572.00
Subtotal:				\$122,000.00
		OH&P	\$7,572.00 5.00%	\$378.60
		OH&P	\$114,428.00 10.00%	\$11,442.80
		Bonds & Insurance	\$122,000.00 0.97%	\$1,178.60
Total:				\$135,000.00



45500 Grand River Avenue
Novi, MI 48374
Ph : (248)348-8710

Change Request

To: City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Number: 99020
Date: 8/10/21
Job: 10-3253-00 Lakeshore Park-City of Novi
Phone:

If you have any questions, please contact me

Submitted by:

Approved by: _____
Date: _____

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Electrical for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Advance Contracting

Kristi Monreal
(signature of lien claimant)

Kristi Monreal
Controller

Signed on: 8/13/21

Address: PO Box 320123

Flint, MI 48532

Telephone: 810 630 6334

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Fences for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Signed on: 8/17/21

American Fence

Ashley Kless
(signature of lien claimant)
ASHLEY KLESS, ACCOUNTING SUPERVISOR

Address: 21200 Schoenherr Road

Warren, MI 48089

Telephone: 248-545-7070

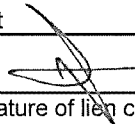
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Roofing for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Tim Davis
Project Manager

Christen Detroit

(signature of lien claimant)

Signed on: 08-16-21

Address: PO Box 547

Toledo, OH 43697

Telephone: 313/837-1420 Ext 113

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Plumbing for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

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knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Conti Corporation

 DAVE KALISH CONTROLLER
(signature of lien claimant)

Signed on: 8-1-2021

Address: 6412 Courvoisier Drive

Sterling Heights, MI 48312

Telephone: 586 324-4800

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Carpentry for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Gordon Averill
Office Manager/ Accountant

Cowhy Hayes

Gordon Averill
(signature of lien claimant)

Signed on: 5/3/21

Address: 412 Sunset Drive

Clinton, MI 49236

Telephone: 517-456-4645

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Excavation for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Kelly Kuzma
Project Bookkeeper

D & R Earthmoving

(signature of lien claimant)

Signed on: 4/30/21

Address: 5840 Sterling Drive Suite 420

Howell MI 48843

Telephone: 517-586-4033

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMarla to provide
(other contracting party)
Joint Sealants for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Robyn Zinyk
Accountant

D.C. Byers Company /Detroit

ROBYN ZINYK

(signature of lien claimant)

Signed on: 5/3/21

Address: PO Box 1808

Warren, MI 48090

Telephone: 313-875-0545

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Rough Carpentry for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

**Chris Damico
President**

Damico Contracting



(signature of lien claimant)

Signed on: 8-3-21

Address: 3966 W 11 Mile Rd

Berkley, MI 48072

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
HVAC for the Improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Deanna M Holey
Controller/Project Manager

Denny's

Deanna M Holey
(signature of lien claimant)

Signed on:

8/10/2021

Address: 1831 Austin Drive

Troy, MI 48083

Telephone:

248 669-4338

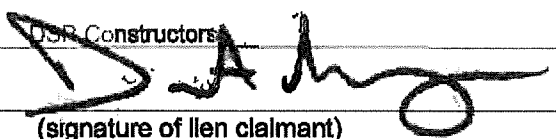
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMarla to provide
(other contracting party)
Concrete for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the
described property are waived and released.

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 of 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.

Darren Murray
Exec VP

DSR Constructors

(signature of lien claimant)

Signed on: 8-13-21 Address: 45500 Grand River Ave.
Novi, MI 48374
Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Insulation for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Kimberly Batchik
Operations Support Specialist/ Office Manager

Gale Insulation

[Signature]
(signature of lien claimant)

Signed on: _____

Address: 47167 Cartier Court

Wixom MI 48393

Telephone: _____

This waiver is conditioned upon receipt and
successful negotiation by Seller of the
payment referenced herein. Notwithstanding
the language in this release or in any
other document, Seller specifically
retains any and all lien rights, bond rights
and/or other rights available by
law for outstanding amounts due.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Food Service Equipment for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Tina Cieslak
Accounting Manager

Great Lakes Hotel Supply



(signature of lien claimant)

Signed on: May 3, 2021

Address: 24101 W. Nine Mile Rd

Southfield, MI 48033

Telephone: 248-286-8070

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Structural Steel for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Anthony T. Harbin II
President

Harbin Steel


(signature of lien claimant)

Signed on: 4/30/2021

Address: 143 Cadz Street #90

Northville MI 48167

Telephone: _____

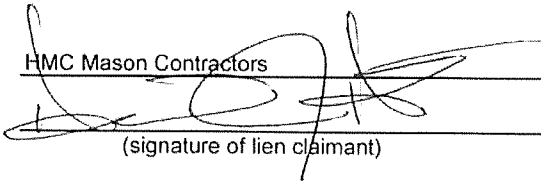
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Masonry for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

**Howard Hicks
President**

HMC Mason Contractors

(signature of lien claimant)

Signed on: 8-16-2021

Address: 14315 Industrial Center Drive

Shelby Twp, MI 48315

Telephone: 586-566-3844

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Mans Lumber for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Anna Motschall

C.F.O.

Mans Lumber



(signature of lien claimant)

Signed on: 03/12/2021

Address: 47255 Michigan Ave

Canton MI 48188

Telephone: 734-676-3000

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Rolling Overhead Doors for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth therein, any such claims are hereby waived and released.

Larry A. Forman
President

Michigan Overhead Door & Load


(signature of lien claimant)

Signed on: 12/1/21

Address: 560 Reid Road

Grand Blanc MI 48439

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Metal Building System for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Upon receipt by the undersigned of check
number 228751 from DeMaria Building Co.,
Inc in the sum of \$ 12,342.80 payable to
Miracle(Midwest) Recreation and when the
check has been properly endorsed and has
been paid by the bank upon which it is
drawn, this document shall become effective

Miracle Recreation Equipment

Jeff Martinson

(signature of lien claimant)

Signed on: 5/26/2021

Address: PO Box 734154

Dallas, TX 75373-4154

Telephone: 800.722.8546

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMarla to provide
(other contracting party)
Glazing for the improvement to the property
described as 10-3283-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Maggie Brideau

Contract Administrator /AR

Modern Mirror & Glass

Maggie Brideau
(signature of lien claimant)

Signed on: 7/30/21

Address: 20809 Kraft Rd

Roseville, MI 48066

Telephone: 588-292-1000

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

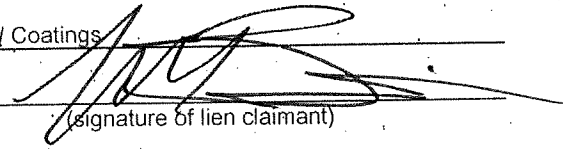
FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Painting for the improvement to the property
described as 10-3253-00 Novi Lakeshore has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Joe Burzynski
President

MW Coatings


(signature of lien claimant)

Signed on: 9/1/2021

Address: 264 Executive Drive

Troy, MI 48083

Telephone: 586-486-3092

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

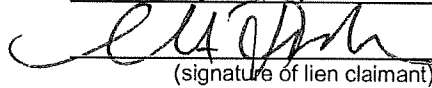
FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Paving for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

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knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Melissa Fisher
Executive Assistant

Nagle Paving Company


(signature of lien claimant)

Signed on: 8/16/21

Address: 39525 West 13 Mile Road Suite 300

Novi, MI 48377

Telephone: 248 553 0600

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)

Title for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

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knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Lisa Saling
Office Manager

Signed on:

5/4/21

National Tile

[Signature]
(signature of lien claimant)

Address: 24823 Halsted Rd

Farmington Hills, MI 48335

Telephone:

(248) 442-5844

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Finish Carpentry for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

**Janis Miller
Accountant**

Nelson Mill


(signature of lien claimant)

Signed on: 5/3/2021

Address: 23690 Telegraph Rd

Southfield MI 48033

Telephone: 248.354.8200

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)

Foundations for the Improvement to the property
described as 10-3263-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

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knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Keith Tobel
President

Poured Brick Walls

Keith Tobel
(signature of lien claimant)

Signed on: 2/14/21

Address: 8001 Park Place

Brighton, MI 48116

Telephone: 248-497 4494

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Toilet Compartments for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Richard Landacre
Vice President

R. E. Leggette


(signature of lien claimant)

Signed on: 5/3/21

Address: 9335 St. Stephens

Dearborn, MI 48128-3896

Telephone: 313-584-2000

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria Building Company to provide
GLUED LAMINATED TIMBER of WOOD DECKING
Pre-Engineered Building for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
waived and released.

Sentinel Structures, Inc.
Andrew K. Kild
(signature of lien claimant)

Signed on: 19 Aug. 2020

Address: PO Box 126
477 S. Peck Ave
Peshigo, WI 54167

Telephone: 715-582-4544

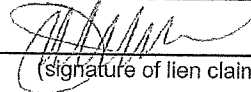
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Doors & Frames for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Tanner Supply


(signature of lien claimant)

Signed on: 5-7-2021

Address: PO Box 118097

Toledo, OH 43611

Telephone: 734-847-5446

Julie A. Tanner
Corp. Secretary


DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

NAV 402

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Rough Carpentry for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

Turner-Brooks
 Brent Pontillo - Operations
(signature of lien claimant)

Signed on: 8/13/21

Address: 28811 John R

Madison Heights, MI 48071-0425

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide
(other contracting party)
Excavating & Landscaping for the improvement to the property
described as 10-3253-00 Novi Lakeshore, has been
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are
are waived and released

Except as set forth in an attachment hereto, as of the date hereof, the undersigned has no claims nor any
knowledge of any circumstances that could give rise to any future claims against to the Owner, Owner's
Architect, the Contractor, other Contractors or subcontractors on the Project. To the extent not set forth
therein, any such claims are hereby waived and released.

**Darren Yanke
President**

Yanke


(signature of lien claimant)

Signed on: March 31, 2021

Address: 41621 Hampshire St

Novi, MI 48375

Telephone: 248.730.2881

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria Building Company to provide

Landscaping for the improvement to the property described as 10-3253-00 Novi Lakeshore, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

Isabella Rista

W/ Consent
Isabella Rista, Contract Admin.
(signature of lien claimant)

Signed on: 7/30/21

Address: 36700 Northline Road
Romulus, MI 48174

Telephone: 734-941-3900

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

HOLD HARMLESS AGREEMENT

**TO: Shannon Gibbons
City of Novi**

**Re: Interstate Fire Protection
Novi Lakeshore Park**

As you are aware, Interstate Fire Protection is a subcontractor to DeMaria on Novi Lakeshore Project. Interstate Fire Protection is currently in Bankruptcy, and has abandoned another project that they were a subcontractor to DeMaria on and did not perform its scope of work per the subcontract agreement, causing DeMaria to replace Interstate with another contractor. DeMaria has a deductive change order of approximately \$26,750.00 for the cost of retaining a new contractor, thus leaving a balance owed to DeMaria.

As a result, for and in consideration of final payment by the City of Novi to DeMaria Building Company, Inc., DeMaria Building Company hereby agrees to defend, indemnify and save and hold harmless the City of Novi of and from any and all liability, loss, costs or expense arising from or relating to any claims of Interstate Fire Protection, arising out of its Subcontract Agreement with DeMaria Building Company upon this Project.

We appreciate your cooperation in this matter. If you have any questions, please do not hesitate to contact us.

Sincerely yours,

A handwritten signature in black ink, appearing to read "D. Murray", with a stylized flourish at the end.

**Darren Murray
Vice President**

 **AIA[®] Document G707[™] – 1994**

Consent Of Surety to Final Payment

Bond No.: 013130132

PROJECT: <i>(Name and address)</i> Lakeshore Park	ARCHITECT'S PROJECT NUMBER:	OWNER: <input checked="" type="checkbox"/>
	CONTRACT FOR: Construction	ARCHITECT: <input checked="" type="checkbox"/>
		CONTRACTOR: <input checked="" type="checkbox"/>
		SURETY: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Novi 45175 West Ten Mile Road Novi, MI 48375	CONTRACT DATED: 6/3/2019	OTHER: <input checked="" type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

, SURETY,

on bond of
(Insert name and address of Contractor)

DeMaria Building Company, Inc.
45500 Grand River Ave
Novi, MI 48374

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

City of Novi
45175 West Ten Mile Road
Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 2, 2021**
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal):

Liberty Mutual Insurance Company

(Surety)



(Signature of authorized representative)

Holly Nichols, Attorney-in-Fact

(Printed name and title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick, Holly Nichols, Jason Rogers, Mark Madden, Michael D. Lechner, Nicholas Ashburn, Paul M. Hurley, Richard S. McGregor, Robert D. Heur

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of September, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



AIA[®]

Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Lakeshore Park

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR: 6243 Sq.Ft.
Community Facility w/associated
improvements as shown on the
contract

ARCHITECT:

CONTRACTOR:

SURETY:

TO OWNER: *(Name and address)*
City of Novi
45175 Ten Mile Road
Novi, MI 48375

CONTRACT DATED: 06/03/19

OTHER:

STATE OF: Michigan
COUNTY OF: Oakland

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

DeMaria Building Company

BY:

(Signature of authorized representative)

Rick Flynn

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

KATHEEN A. MCGREEVY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 5, 2025
ACTING IN COUNTY OF