



## CITY of NOVI CITY COUNCIL

**Agenda Item 2  
January 23, 2017**

**SUBJECT:** Approval of the final payment to Fiore Enterprises, LLC for the 2015 Neighborhood Road Program – Concrete Streets (Contract 3) project in the amount of \$106,839.25, plus interest earned on retainage.

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

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 106,839.25</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 434,256</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-865.435</b>

### BACKGROUND INFORMATION:

Each year, the City of Novi selects residential streets for reconstruction, repaving, repair and/or rehabilitation based on PASER ratings, staff's field observations and resident concerns. The 2015 program consisted of three separate contracts: Contract 1 for improvements to White Pines Drive (Beck Road to Denby Ct./Arden Glen Ct.); Contract 2 for asphalt streets (completed); and Contract 3 for concrete streets. Altogether, the City made a budgeted investment of \$3,700,000 in neighborhood streets this construction year.

One of the primary goals of the Department of Public Services' asset management program is the preservation of the City's roadways to prevent costly reconstruction. Novi's neighborhood road and preventative maintenance programs are intended to result in an overall improvement in the quality of the City's roadways and consequently increase the overall PASER rating for the roadway network.

The construction contract was awarded for this project at the August 24, 2015 City Council meeting to Fiore Enterprises, LLC in the amount of \$1,599,001.29.

Engineering staff worked with the designated engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$106,839.25 that is due to the contractor (Final Pay Estimate No. 7, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's January 11, 2017 letter, attached).

There were six (6) approved change orders issued for this project resulting in a net increase of \$131,553.74 from the construction contract, or 8.2% over the awarded amount. The approved change orders resulted in a final contract price of \$1,730,555.03. A breakdown and brief summary of each change order is shown in the table below:

Change Order	Amount	Description
1	(\$20,529.00)	City accepted a \$3/ton reduction to allow crushed concrete in lieu of limestone for the aggregate base.
2	\$70,176.00	City added the Chase Drive boulevard entrance at 9 Mile Road to the construction contract.
3	\$21,297.77	City added full-depth concrete panel replacements on Highlands Drive in the Meadowbrook Glens Sub.
4	\$3,637.05	Balances most of the contract line items at about three quarters of the way through the project to determine the current construction budget.
5	\$51,758.40	City added site drainage improvements on Chase Drive. (charged to the Drain Fund)
6	\$5,213.52	Final balancing of all contract line items to actual in-place quantities.
<b>Total</b>	<b>\$131,553.74</b>	

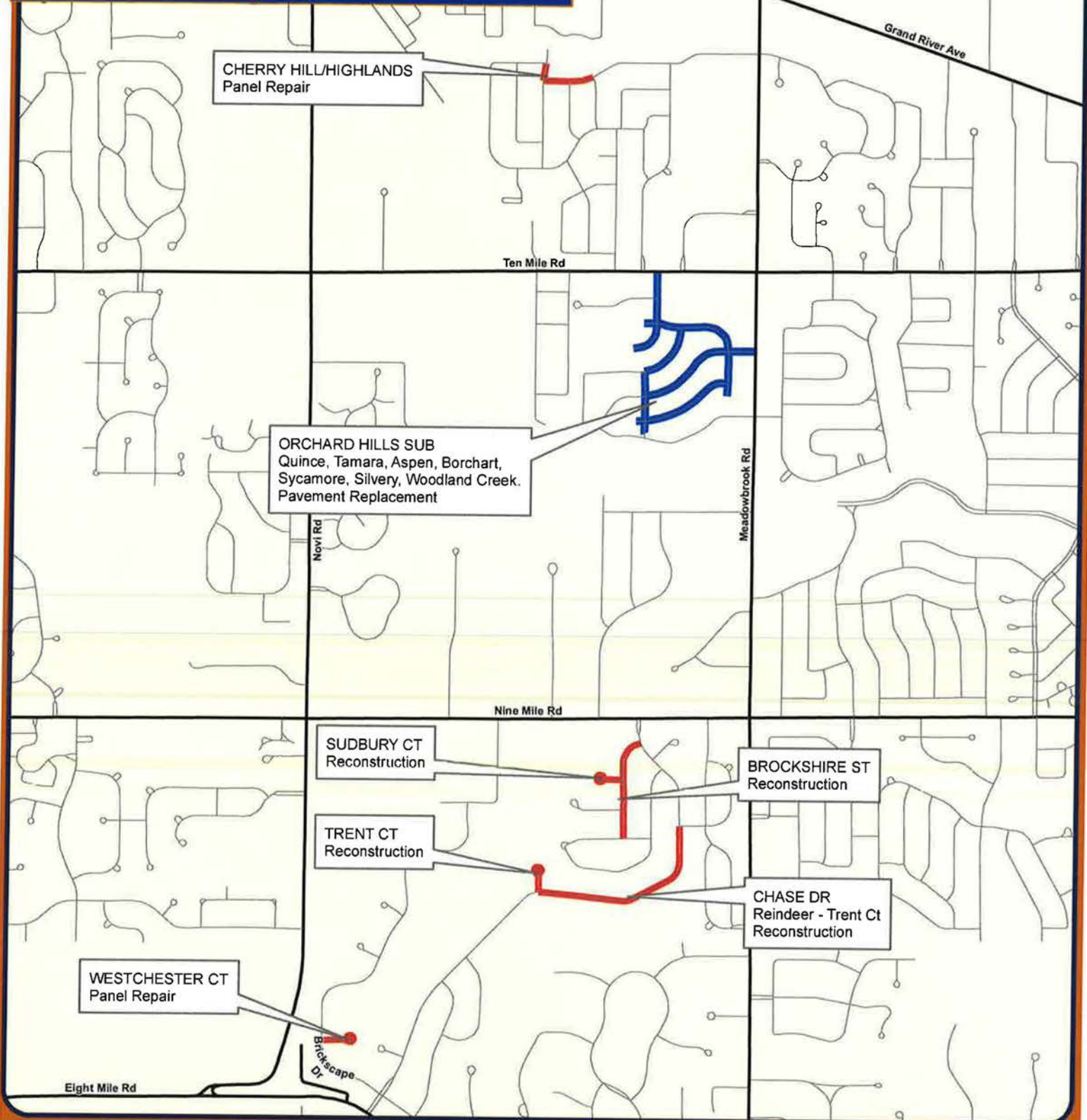
**RECOMMENDED ACTION:** Approval of the final payment to Fiore Enterprises, LLC for the 2015 Neighborhood Road Program – Concrete Streets (Contract 3) project in the amount of \$106,839.25, plus interest earned on retainage.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

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

# 2015 Neighborhood Road Program

April 2015



Map Author: Croy  
Date: 4/8/15  
Project: 2015 NRP  
Version #: v2.0

**MAP INTERPRETATION NOTICE**

Map information depicted is not warranted to represent or substitute for any of the following: a primary source. This map was prepared to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximations and should not be considered as survey measurements, performed by a licensed Michigan Surveyor as defined in Michigan Public Act 432 of 1970 as amended. Please contact the City GIS Manager to obtain source and accuracy information related to this map.

**Map Legend**

- 2015 Concrete Streets
- 2015 Asphalt Streets



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



**2015 Neighborhood Road Program – Concrete Streets**



**Brockshire St, looking north**



**Chase Drive, looking south from Reindeer Drive.**



**Chase Drive, looking southwest towards Trent Court.**



**Cherry Hill Road, looking west at Highlands Drive.**





**Highlands Drive, looking south towards Park Ridge Road.**



**Westchester Court, looking east from Ashbury Drive.**



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 11, 2017

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

**Re: 2015 Neighborhood Roads – Concrete – Fiore Enterprises, LLC  
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2015 Neighborhood Roads – Concrete Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The General Contractor must provide its final waiver of lien time it receives final payment.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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

Elizabeth K. Saarela

Aaron Staup, Construction Engineer  
January 11, 2017  
Page 2

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)  
George Melistas, Engineering Senior Manager (w/Enclosures)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)





# CITY OF NOVI

Balance Due This Payment = \$ 106,839.25

PURCHASE ORDER NO.

94618

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> 2015 NRP - Concrete Streets	<b>NOVI PROJECT NO.:</b> 15-2104	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	<b>CONTRACTOR:</b> Fiore Enterprises, LLC. 3411 W. Fort Street Detroit, Michigan 48216 (313) 962-0400
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$1,599,001.29	<b>ORIGINAL:</b> December 7, 2015	<b>FROM:</b> September 9, 2016
<b>REVISED:</b> \$1,730,555.03	<b>REVISED:</b> August 1, 2016	<b>TO:</b> October 20, 2016

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	75.00	\$ 640.00	\$ 48,000.00	96.50	\$ 640.00	\$ 61,760.00				96.50	\$ 61,760.00	100%
1	Mobilization, Max 5%	LS	1.00	\$ 75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	\$ 75,000.00				1.00	\$ 75,000.00	100%
2	Digital Video Recorded Survey	LS	1.00	\$ 2,900.00	\$ 2,900.00	1.00	\$ 2,900.00	\$ 2,900.00				1.00	\$ 2,900.00	100%
3	Erosion Control, Inlet Protection	EA	29.00	\$ 75.00	\$ 2,175.00	26.00	\$ 75.00	\$ 1,950.00	11.00	\$ 625.00	42%	26.00	\$ 1,950.00	100%
4	Rem Pavt, Full-Depth Replace	SY	15289.00	\$ 8.55	\$ 130,720.95	16180.90	\$ 8.55	\$ 138,346.70				16180.90	\$ 138,346.70	100%
5	Rem Pavt, Driveway	SY	184.00	\$ 9.50	\$ 1,748.00	332.88	\$ 9.50	\$ 3,162.36				332.88	\$ 3,162.36	100%
6	Rem Pavt, Full-Depth Slab/Joint	SY	1408.00	\$ 18.25	\$ 25,696.00	1874.36	\$ 18.25	\$ 34,207.07				1874.36	\$ 34,207.07	100%
7	Sidewalk, Remove	SY	251.00	\$ 10.50	\$ 2,635.50	312.68	\$ 10.50	\$ 3,283.14	44.80	\$ 470.40	14%	312.68	\$ 3,283.14	100%
8	Station Grading	STA	37.00	\$ 2,975.00	\$ 110,075.00	39.85	\$ 2,975.00	\$ 118,553.75				39.85	\$ 118,553.75	100%
9	Station Grading, Cul-de-sac	STA	5.00	\$ 3,250.00	\$ 16,250.00	5.00	\$ 3,250.00	\$ 16,250.00				5.00	\$ 16,250.00	100%
10	Subgrade Undercutting, Type II	CY	640.00	\$ 26.50	\$ 16,960.00	327.34	\$ 26.50	\$ 8,674.51				327.34	\$ 8,674.51	100%
11	Agg Base, MDOT 21AA Limestone	TON	6843.00	\$ 25.30	\$ 173,127.90	0.00	\$ 25.30	\$ -				0.00	\$ -	
12	Maintenance Agg, 21AA Limestone	TON	75.00	\$ 22.25	\$ 1,668.75	355.21	\$ 22.25	\$ 7,903.42				355.21	\$ 7,903.42	100%
13	Conc Pavt, Full-Depth Replace	SY	15289.00	\$ 42.00	\$ 642,138.00	16261.84	\$ 42.00	\$ 682,997.28				16261.84	\$ 682,997.28	100%
14	Conc Pavt, Driveway	SY	184.00	\$ 36.75	\$ 6,762.00	332.88	\$ 36.75	\$ 12,233.34				332.88	\$ 12,233.34	100%
15	Conc Pavt, Full-Depth Slab	SY	1284.00	\$ 58.00	\$ 74,472.00	1820.49	\$ 58.00	\$ 105,588.42				1820.49	\$ 105,588.42	100%
16	Underdrain, Subgrade, 6-inch	LF	8402.00	\$ 13.00	\$ 109,226.00	8775.20	\$ 13.00	\$ 114,077.60				8775.20	\$ 114,077.60	100%
17	Sidewalk Ramp, Conc	SF	1270.00	\$ 11.50	\$ 14,605.00	1091.00	\$ 11.50	\$ 12,546.50	153.74	\$ 1,768.01	14%	1091.00	\$ 12,546.50	100%
18	Sidewalk, Conc	SF	1270.00	\$ 4.95	\$ 6,298.50	1723.50	\$ 4.95	\$ 8,531.33				1723.50	\$ 8,531.33	100%
19	Long, Joint Repair, 30" W, F-D	SY	124.00	\$ 115.00	\$ 14,260.00	53.87	\$ 115.00	\$ 6,195.05				53.87	\$ 6,195.05	100%
20	Route & Seal Crack	FT	3900.00	\$ 1.10	\$ 4,180.00	1654.00	\$ 1.10	\$ 1,819.40				1654.00	\$ 1,819.40	100%
21	Dr Structure Cover, Reset	EA	14.00	\$ 375.00	\$ 5,250.00	22.00	\$ 375.00	\$ 8,250.00	4.00	\$ 1,500.00	18%	22.00	\$ 8,250.00	100%
22	Dr Structure Chimney, Recon	EA	5.00	\$ 450.00	\$ 2,250.00	1.00	\$ 450.00	\$ 450.00	1.00	\$ 450.00	100%	1.00	\$ 450.00	100%
23	Sanitary Manhole Cover, Adjust	EA	4.00	\$ 675.00	\$ 2,700.00	2.00	\$ 675.00	\$ 1,350.00				2.00	\$ 1,350.00	100%
24	Dr Structure Tap, 6-inch	EA	30.00	\$ 175.00	\$ 5,250.00	27.00	\$ 175.00	\$ 4,725.00				27.00	\$ 4,725.00	100%
<b>TOTAL THIS SHEET</b>					\$ 1,446,336.60			\$ 1,368,994.86	\$ 5,013.41			\$ 1,368,994.86	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2015 NRP - Concrete Streets

NOVI PROJECT NO.: 15-2104

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Table with columns: Item No., Description of Item, Unit, CONTRACT ITEMS (Original) [Quantity, Cost/Unit, Total Amt], CONTRACT ITEMS (Revised) [Quantity, Cost/Unit, Total Amt], THIS PERIOD [Quantity, Amount, %], TOTAL TO DATE [Quantity, Amount, %]. Rows include items like Restoration, Minor Traffic Devices, Traffic Regulator Control, Plastic Drum, Sign, Barricade, etc.

Summary table with rows: TOTAL FROM THIS SHEET, TOTAL FROM OTHER SHEET, SUBTOTAL. Columns: Amount, Percentage (100%).





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**APPLICATION FOR FINAL PAYMENT**

PROJECT: 2015 NRP - Concrete Streets      NOVI PROJECT NO.: 15-2104      PAYMENT NO.: FINAL

**NEW CONTRACT ITEMS**

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
39	Agg Base, 21AA, Crushed Concrete	Ton	1	203-203.00-865.435	6995.51	\$ 22.30	\$ 155,999.87				6995.51	\$ 155,999.87	100%
40	Curb and Gutter, Rem	Ft	2	203-203.00-865.435	322.00	\$ 12.50	\$ 4,025.00	15.90	\$ 198.75	5%	322.00	\$ 4,025.00	100%
41	Curb and Gutter, Conc, 6-inch	Ft	2	203-203.00-865.435	16.00	\$ 25.00	\$ 400.00				16.00	\$ 400.00	100%
42	Lane Tie, Epoxy Anchored	Ea	2	203-203.00-865.435	65.00	\$ 10.50	\$ 682.50				65.00	\$ 682.50	100%
43	Additional Restoration (Chase)	LS	2	203-203.00-865.435	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
44	Additional Traffic Control (Chase)	LS	2	203-203.00-865.435	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
45	Contingency Allowance	Dir	2	203-203.00-865.435	0.00	\$ 1.00	\$ -				0.00	\$ -	
46	8-inch Perforated HDPE Pipe w/Dry Tre	Ft	3	210-211.00-865.435	197.00	\$ 110.00	\$ 21,670.00				197.00	\$ 21,670.00	100%
47	6-inch HDPE Underdrain w/Dry Swale (\$	Ft	3	210-211.00-865.435	22.00	\$ 21.50	\$ 473.00				22.00	\$ 473.00	100%
48	24-inch PVC Drainage Basin	Ea	3	210-211.00-865.435	2.00	\$ 2,250.00	\$ 4,500.00				2.00	\$ 4,500.00	100%
49	Restoration (2-inch Topsoil and Sod)	LS	3	210-211.00-865.435	1.00	\$ 9,000.00	\$ 9,000.00				1.00	\$ 9,000.00	100%
50	Traffic Control	LS	3	210-211.00-865.435	1.00	\$ 5,500.00	\$ 5,500.00				1.00	\$ 5,500.00	100%
51	Erosion Control, Silt Fence	Ft	3	210-211.00-865.435	0.00	\$ 0.01	\$ -				0.00	\$ -	
52	10% Contingency Allowance for Unknow	LS	3	210-211.00-865.435	0.00	\$ 4,705.00	\$ -				0.00	\$ -	
53	Increased Material Costs for 2016	LS	1	203-203.00-865.435	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	100%	1.00	\$ 8,000.00	100%
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET		\$ 213,250.37	\$ 8,198.75	\$ 213,250.37
TOTAL FROM OTHER SHEETS	\$ 1,599,001.29	\$ 1,517,304.65	\$ 5,013.41	\$ 1,517,304.65
<b>GRAND TOTAL</b>	<b>\$ 1,599,001.29</b>	<b>\$ 1,730,555.03</b>	<b>\$ 13,212.16</b>	<b>\$ 1,730,555.03</b> <span style="border: 1px solid black; padding: 2px;">100%</span>





**CITY OF NOVI**

PURCHASE ORDER NO.  
**94618**

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

**Section 2.**

**APPLICATION FOR FINAL PAYMENT**

PROJECT: 2015 NRP - Concrete Streets      NOVI PROJECT NO.: 15-2104      PAYMENT NO.: FINAL

Original Contract Amount: \$ 1,599,001.29

Change Orders: \$ 131,553.74

Adjusted Contract Amount to Date: \$ 1,730,555.03

Total Cost of Work Performed to Date: \$ 1,730,555.03

MINUS Retainage: 

0%
----

 \$ -

MINUS Inspection "Crew Days":

To Date	96.50
This Pay	0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 1,730,555.03

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

--

 \$ amount/day = \$900

Subtotal: \$ 1,730,555.03

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 1,730,555.03

MINUS Amount of Previous Payments: \$ 1,623,715.78

1 \$	488,667.47
2 \$	384,486.93
3 \$	82,366.07
4 \$	445,156.37
5 \$	174,739.40
6 \$	48,290.54
7 \$	-
8 \$	-
9 \$	-
10 \$	-

**BALANCE DUE THIS PAYMENT: \$ 106,839.25**

**CHANGE ORDERS**

No.	Date	Amount
1	November 9, 2015	(20,529.00)
2	April 4, 2016	70,176.00
3	April 21, 2016	21,297.77
4	June 17, 2016	3,837.05
5	July 8, 2016	51,758.40
6	September 26, 2016	5,213.52
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>TOTAL:</b>		<b>\$ 131,553.74</b>

Inspection "Crew Days" Allowed per Contract:	75.00
Additional "Crew Days" per Change Orders:	21.50
<b>Total Inspection "Crew Days" Allowed:</b>	<b>96.50</b>
Inspection "Crew Days" Used to Date:	96.50
<b>Inspection "Crew Days" Remaining:</b>	<b>0.00</b>



CITY OF NOVI

26300 Lee BeGala Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5858

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2015 NRP - Concrete Streets NOVI PROJECT NO.: 15-2104 PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 1/11/17

By: George D. Melistas, Engineering Senior Manager

Dated: 1/11/17

Flore Enterprises, LLC.

Contractor Company

Tom Wall

Digitally signed by Tom Wall
DN: cn=Tom Wall, o=Flore Enterprises, LLC, ou, email=Tom.Wall@flore.com, c=US
Date: 2016.10.24 14:58:07 -0700

Contractor Authorized Signature

By: Tom Wall

Print Name

Date: 10/24/2016

OHM Advisors

Consultant Firm

Barry Gates

Digitally signed by Barry Gates
DN: cn=Barry Gates, o=OHM Advisors, ou, email=barry.gates@ohm-advisors.com, c=US
Date: 2016.10.28 11:05:52 -0700

Consultant Authorized Signature

By: Barry Gates

Print Name

Date: 10/28/2016

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

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

**Bond: SSB434169**

TO (OWNER)  
*(Name and Address)*

ARCHITECT'S PROJECT NO:

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

CONTRACT FOR:

CONTRACT DATE: 09/21/2015

PROJECT:

*(Name and Address)*

2015 Neighborhood Roads Concrete Program OHM Project # 0163-15-0020  
City of Novi Project # 15-2104

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

RLI Insurance Company  
9100 South Hills Blvd  
Broadview Heights, OH 44147

, SURETY COMPANY,

on bond of

*(here insert name and address of Contractor)*

FIORE ENTERPRISES, LLC  
3411 W. Fort Street  
Detroit, MI 48216

, CONTRACTOR,

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

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

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this October 21, 2016

Attest:  
Seal



RLI Insurance Company  
Surety Company



Signature of Authorized Representative  
Veronda D. Gordon, Attorney-in-Fact





9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Veronda D. Gordon, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company and Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of July, 2016.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 27th day of July, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 21st day of October, 2016.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
B. W. Davis  
Barton W. Davis Vice President





P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

# RIDER

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. SSB434169

It is hereby mutually agreed and understood by the Principal,  
Fiore Enterprises, LLC

and **RLI Insurance Company and/or Contractors Bonding and Insurance Company** that the  
City of Novi

2015 Neighborhood Roads Concrete Program OHM Project # 0163-15-0020 City of Novi Project # 15-2104  
Maintenance Bond

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:  
Increase to \$1,730,555.03 to reflect the revised contract value

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on 10/21/2016, at twelve and one minute o'clock a.m., Standard Time.

Signed this 21st day of October, 2016.

**RLI Insurance Company and/or  
Contractors Bonding and Insurance Company**

By

Veronda D. Gordon,

Attorney in Fact





9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Veronda D. Gordon, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company and Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of July, 2016.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

*B. W. Davis*

Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 27th day of July, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 21st day of October, 2016.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

*B. W. Davis*

Barton W. Davis Vice President

*Jacqueline M. Bockler*  
Jacqueline M. Bockler Notary Public







## CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Wayne

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

Accounting Manager of the Fiore Enterprises, LLC,  
(Title) (Firm Name)

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

2015 NRP - Concrete Streets  
(Description of Improvement)

located at: 3411 W. Fort Street, Detroit, MI 48216

The total amount of the contract is \$1,730,555.03 of which I have received payment of \$1,623,715.78 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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



## SCHEDULE B - CONTRACTORS SWORN STATEMENT

	Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
✓	American Pavement	Sawcutting		\$ 1,875.30			\$0.00
✓	City Recycling	Materials	NO DATE ON FILE	\$ 427.50			\$0.00
✓	Detroit Recycled	Materials	NO DATE	\$ 5,165.76			\$0.00
✓	Finishing Touch	Video Services		\$ 2,220.00			\$0.00
✓	Hayball Transport	Trucking/Material		\$ 34,649.48			\$0.00
✓	HD Supply	Materials		\$ 59,026.19			\$0.00
✓	Jadon Enterprises	Trucking/Material		\$ 81,035.00			\$0.00
✓	Lou's Transport	Trucking	NO TITLE	\$ 6,900.00			\$0.00
✓	McCoig Materials	Materials		\$ 459,415.48			\$0.00
✓	Recycled Agg	Materials	NO PRINTED NAME OR TITLE	\$ 375.55			\$0.00
✓	Terry Sweeney	Materials	NO TITLE	\$ 22,581.44			\$0.00
✓	Nagle Paving	Materials	NO PRINTED NAME OR TITLE	\$ 19,565.32			\$0.00
✓	R. Wallace	Trucking	NO TITLE, ADDRESS OR PHONE NO.	\$ 26,127.50			\$0.00
✓	Novi Crushed	Materials		\$ 15,402.28			\$0.00
✓	Iron Horse	Materials		\$ 12,741.25			\$0.00
✓	Hanes Geo	Materials		\$ 329.13			\$0.00
✓	B&J Parking Lot		NO TITLE	\$ 1,275.00			\$0.00
✓	Michigan Joint	Subcontractor	NO TITLE	\$ 18,205.39			\$0.00
✓	Metro Topsoil	Material	NO TITLE	\$ 300.00			\$0.00
✓	Edward C. Levy	Materials	NO TITLE	\$ 1,328.47			\$0.00
✓	Walton Irrigation	Services	NO TITLE, ADDRESS OR PHONE NO.	\$ 2,507.50			\$0.00
✓	Mike's Landscaping	Repair	NO TITLE	\$ 550.00			\$0.00
✓	Hayes Sand	Materials		\$ 210.83			\$0.00
✓	Poco, Inc.	Barricades	NO TITLE	\$ 5,771.90			\$0.00
	<b>TOTALS</b>		\$0.00	\$777,986.27	\$0.00		\$0.00



### FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Sawing

for the improvement of the property described as:

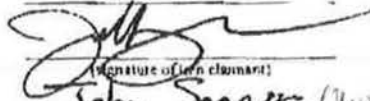
2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

American Pavement Sawing

BY

  
(Signature of lien claimant)  
John Sagara, Owner  
(Printed Name)

Address: 32840 MANOR PARK  
GARDEN CITY MI 48130

Telephone: 734 679-9122

Signed on: 10-10-16  
(Date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS**

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Trucking

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

City Recycling, Inc.

BY:

Mark Wierszewski Jr.  
(signature of lien claimant)

Mark Wierszewski Jr., owner  
(Printed Name)

Address:

1943 Mack Ave  
Detroit, MI 48207

Telephone:

313-831-3696

Signed on:

11/17/16  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiora Enterprises, LLC to provide  
Material

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiora Job # 15-36

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

Detroit Recycled Concrete Company

BY: [Signature] Bill Janielle  
(Signature of the defendant) TITLE  
Bill Janielle Controller  
(Printed Name)  
Address: 39525 H. B. Pine Rd, Ste 300  
Kauai, MI 48327  
Telephone: 248-553-6600

Signed on: 1/21/16  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS



FROM : FINISHING TOUCH  
11/03/2016 02:33

2486734329

FAX NO. : 15867493340  
ADJUTING FAX

Nov. 03 2016 03:14PM P1  
PAGE 02/02

15165

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Audio Video Route Survey

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Finishing Touch Photo & Video

\$2220.00  
PAID  
10/22/15



BY:

*Cynthia Hurler* owned  
(Signature of the owner)  
C. Hurler  
(Printed Name)

Address:

FINISHING TOUCH  
PHOTO & VIDEO

Telephone:

25095 25 MILE RD.  
CHESTERFIELD, MI 48061  
(588) 749-3340

Signed on: 11/3/15  
(Date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS

**FULL UNCONDITIONAL WAIVER**

My / Our contract with Fiore Enterprises, LLC to provide  
Materials & Trucking

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Hayball Transport, Inc.

BY:

James T. Hayball *106 net*  
(signature of licensee)

James T. Hayball  
(Printed Name)

Address:

12550 Farmington Rd  
Livonia MI 48150

Telephone:

734-427-7445

Signed on: 12-21-15  
(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS**

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Materials

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

HD Supply Waterworks

BY:

[Signature]  
(signature of lien claimant)

W. Chris Anderson Credit Manager  
(Printed Name)

Address:

15800 W 79th Street  
Eden Prairie, MN 55344

Telephone:

952 893 9130 ext 203

Signed on:

10/7/16  
(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS**



FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Trucking

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Jadon Enterprises

BY: Brett Warstler *owner*  
(signature of lien claimant)  
Brett Warstler  
(Printed Name)  
Address: 5783 Thomas Rd  
Oxford mi 48371  
Telephone: 313-408-1900

Signed on: 12-21-15  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Trucking

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Lou's Trucking

BY:

*[Handwritten Signature]* Credit Manager  
(Signature of Lien claimant)

Jewellbaum  
(Printed Name)

Address:

Lou's Trucking  
1780 E. Highwood  
Pontiac, MI 48340

Telephone:

248-334-9035

Signed on:

10/10/16

(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS



**McCoig Materials**

**FULL UNCONDITIONAL WAIVER**

**MCCOIG MATERIALS LLC has a contract with Fiore Enterprises to provide ready-mixed concrete for the improvement to the property described as:**

**Novi Neighborhood Road Concrete**

**Having been fully paid and satisfied for the materials delivered; all our Construction Lien Rights/Claims against such property are hereby waived and released.**

**MCCOIG MATERIALS LLC**

A handwritten signature in blue ink, appearing to read "Michelle Vignola", is written over a horizontal line.

**Michelle Vignola, Assistant Credit Manager**

**SIGNED ON: 9/23, 2016**

**(734) 357-2155**

**P. O. Box 6349**

**Plymouth, MI 48170**





# Great Lakes Aggregates Companies

Sylvania Minerals • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

## FULL UNCONDITIONAL WAIVER

My/our contract with Flore Enterprises, LLC FIORE JOB #15-36  
(Other Contracting Party)

To provide Aggregate Material

For the improvement to the property described as:

2015 Novi Neighborhood Road Concrete Program

Chase Farms, Meadowbrook Glens, Orchard Hills Subs

OHM 0163-15-0020-City of Novi, Oakland County, MI

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

If the owner of 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.

Recycled Aggregates, LLC

(Signature of Lien Claimant)

Lana Dederluk, Credit manager

Signed On: 11/03/16

Address: 5699 Ready Road, PO Box 406  
South Rockwood, MI 48179

Telephone: (734) 783-7416

Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, J.J.C to provide  
Trucking

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Sweeney Construction Materials

BY: *Loren Hawkins* Admin.  
(Signature of lien claimant)  
LOREN L HAWKINS  
(Printed Name)  
Address: 25265 TRANS X  
NOVI, MI 48375  
Telephone: 248-374-1111

Signed on: 10/6/16  
(Date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS

RECEIVED 01/04/2017 01:33 2486734329 ACCOUNTING FAX  
 (WED) JAN 4 2017 12:12/ST. 12:11/No. 7523318689 P 2  
 FROM NAGLE PAVING  
 01/04/2017 01:00 2486734329 ACCOUNTING FAX PAGE 02/02  
 FROM NAGLE PAVING  
 RECEIVED 01/27/2016 04:49PM 2486734329 ACCOUNTING FAX  
 (WED) JAN 27 2016 10:07/ST. 10:07/No. 7523318426 P 2

**FULL UNCONDITIONAL WAIVER**

My/ Our contract with Fiore Enterprises, LLC to provide  
Materials

for the improvement of the property described as:

2013 Neighborhood Road Concrete Program  
Chase Farm, Meadowbrook Oaks, Orchard Hills Sub  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Nagle Paving Company

BY: *[Signature]*  
(Signature of the claimant) Larry Brennan  
(Printed Name & Title)  
Nagle Paving Company  
(Printed Name)  
 Address: 39525 N-B Mile  
Suite 300  
Novi, MI 48377  
 Telephone: 248-553-0600

Signed on: 1/28/16  
(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS**



FULL UNCONDITIONAL WAIVER

My / Our contract with Flore Enterprises, LLC to provide  
Trucking

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Flore Job # 15-36

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

R. Wallace Trucking, Inc.

BY:

Robert Wallace, owner  
(signature of lien claimant)

ROBERT WALLACE  
(Printed Name)

Address:

166 Hubbard  
Mt. Clemens, MI 48043

Telephone:

586-530-2649

Signed on:

12-21-15  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS

**FULL UNCONDITIONAL WAIVER**

My / Our contract with Fiore Enterprises, LLC to provide  
Materials

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Novi Crushed Concrete

BY: *Daniel Copeland agent*  
(signature of lien claimant)  
Daniel Copeland  
(Printed Name)  
Address: 76900 W. 12 Mile  
Novi MI 48390  
Telephone: (248) 305-6020

Signed on: 12-23-15  
(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS**

Upon bank clearance of check #19107 in the amount of \$4989.15  
Covering invoice #6709,6728.

11-21-16;12:43  
11/18/2016 02:30

RECEIVED 11/21/2016 00:43 2486734329  
IRON HORSE 12486734329

ACCOUNTING FAX  
;12483801581 # 1/ 1

### FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Materials

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Iron Horse

BY:

[Signature], Title Office Manager

(signature of lien claimant)

Lisa McLermick

(Printed Name)

Address:

7500 Chubb Rd  
Northville, MI 48167

Telephone:

248 459 0280

Signed on:

11/21/16

(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS**



**FULL UNCONDITIONAL WAIVER**

My / Our contract with Fiore Enterprises, LLC to provide  
**Materials**

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

This waiver reflects the full and final payment of the following Hanes Geo invoices:

Invoice	Date	Amount	Invoice	Date	Amount
64-381830	4/14/2016	\$232.14	64-385322	4/29/2016	\$96.99

Hanes Geo Components

BY:



(Signature of lien claimant)

Kris Carswell, Division Controller  
(Printed Name)

Address: 500 N McClintock Road  
Conover, NC 28613

Telephone: 828-464-4673

Signed on: November 4, 2016  
(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS**

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Sweeping

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

B & J Parking Lot Maintenance

BY: SUSAN ROMAS  
Susan Romas, Manager  
(signature of lien claimant)

(Printed Name) B & J PARKING LOT MAINTENANCE  
Address: (734) 941-7570  
12207 INKSTER ROAD  
TAYLOR, MI 48180-3921  
Telephone: \_\_\_\_\_

Signed on: 1 | 22 | 14  
(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS**

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Joint Sealing

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Michigan Joint Sealing, Inc.

BY: Kimberly Siniseta, Power of Attorney  
(signature of lien claimant)  
Kimberly Siniseta  
(Printed Name)  
Address: 28830 W. 8 mile Ste 103  
FARMINGTON HILLS, MI 48334  
Telephone: 248-476-4120

Signed on: 6/23/16  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS



FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Materials

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Metro Topsoil

BY: *Gaile M Hughes* Admin  
(Signature of lien claimant)  
Gaile M Hughes  
(Printed Name)  
Address: 26040 Northline  
Taylor MI 48180  
Telephone: 734 946 1136

Signed on: 11/16/16  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Materials

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Edward C. Levy Company

BY: Karen Traeter  
(signature of claimant)  
Karen Traeter, Corp. Credit Admin  
(Printed Name)  
Address: 9300 DLK  
Dearborn MI  
Telephone: 313 429.2282

Signed on: 12/2/14  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Irrigation/Sprinkler Repairs/Landscape Restoration

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Walton Irrigation & Landscape Services

 owner

BY:

Brad Walton, Owner  
(signature of lien claimant)  
(Printed Name)

Address: 1915 Woodland Ave.  
Sylvan Lake, MI 48320

Telephone: 248-681-0542

Signed on: 8/11/16  
(date)

**NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS**



FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide:  
Brick Paver Repair - Labor & Materials


for the improvement of the property described as:

22378 Chase Drive  
City of Novi, Oakland County

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

Mike's Landscaping & Construction

BY:

  
Principal of (see claimant)  
Miguel Garcia, Owner  
(Printed Name)

Address: P.O. Box 09602  
Detroit, MI 48209

Telephone: 313-563-1121

Signed on: 12-16-14  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT PAYMENTS.

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Materials

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Hayes Sand & Gravel

BY:

  
(signature of lien claimant)

LEWIS E. HAYES  
(Printed Name)

Address:

P.O. Box 439  
Novi, MI 48376

Telephone:

248-343-2380

Signed on:

8/17/16  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS

FULL UNCONDITIONAL WAIVER

My / Our contract with Fiore Enterprises, LLC to provide  
Traffic Control Devices

for the improvement of the property described as:

2015 Neighborhood Road Concrete Program  
Chase Farms, Meadowbrook Glens, Orchard Hills Subs  
City of Novi, Oakland County, MI

Fiore Job # 15-36

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

Poco, Inc.

BY:

Beky Stein  
(signature of lien claimant)

BEKY STEIN Admin.  
(Printed Name)

Address:

4850 S SHeldon  
CANTON MI 48128

Telephone:

734 397 1077

Signed on:

11/18/16  
(date)

NOTE: PROMPT RETURN OF SIGNED WAIVERS WILL AVOID DELAYS OF SUBSEQUENT  
PAYMENTS