



## CITY of NOVI CITY COUNCIL

Agenda Item M  
January 25, 2016

**SUBJECT:** Approval of the final payment to Goretski Construction Company for the Heslip Drive Rehabilitation project in the amount of \$16,115.97, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:** *RA*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 16,115.97</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 6,080.00 (Construction)</b> <b>\$ 13,247.33 (Retainage)</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-865.670 (Construction)</b> <b>202-000.00-211.145 (Retainage)</b>

### BACKGROUND INFORMATION:

Heslip Drive is a 0.36 mile long, concrete, industrial cul-de-sac that is approximately 20 years old. While there are some areas that were repaired in the past, there were still many areas exhibiting severe distress requiring a significant amount of rehabilitation to improve the serviceability of the road. There were a few discrete areas that required reconstruction; however a majority of the project included the rehabilitation of the remaining concrete joints by either routing and sealing or full depth replacement where the joints could not be repaired.

The construction contract was awarded for this project at the July 21, 2014 City Council meeting to Goretski Construction Company in the amount of \$270,509.40.

Engineering staff worked with the engineering consultant for this project, URS Corporation to review and verify the final contract payment amount of \$16,115.97 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's January 13, 2016 letter, attached).

There was one (1) approved change order issued for this project resulting in a decrease of \$5,790.10 to the construction contract, or 2.14% under the awarded amount. The approved change orders resulted in a final contract price of \$264,719.30.

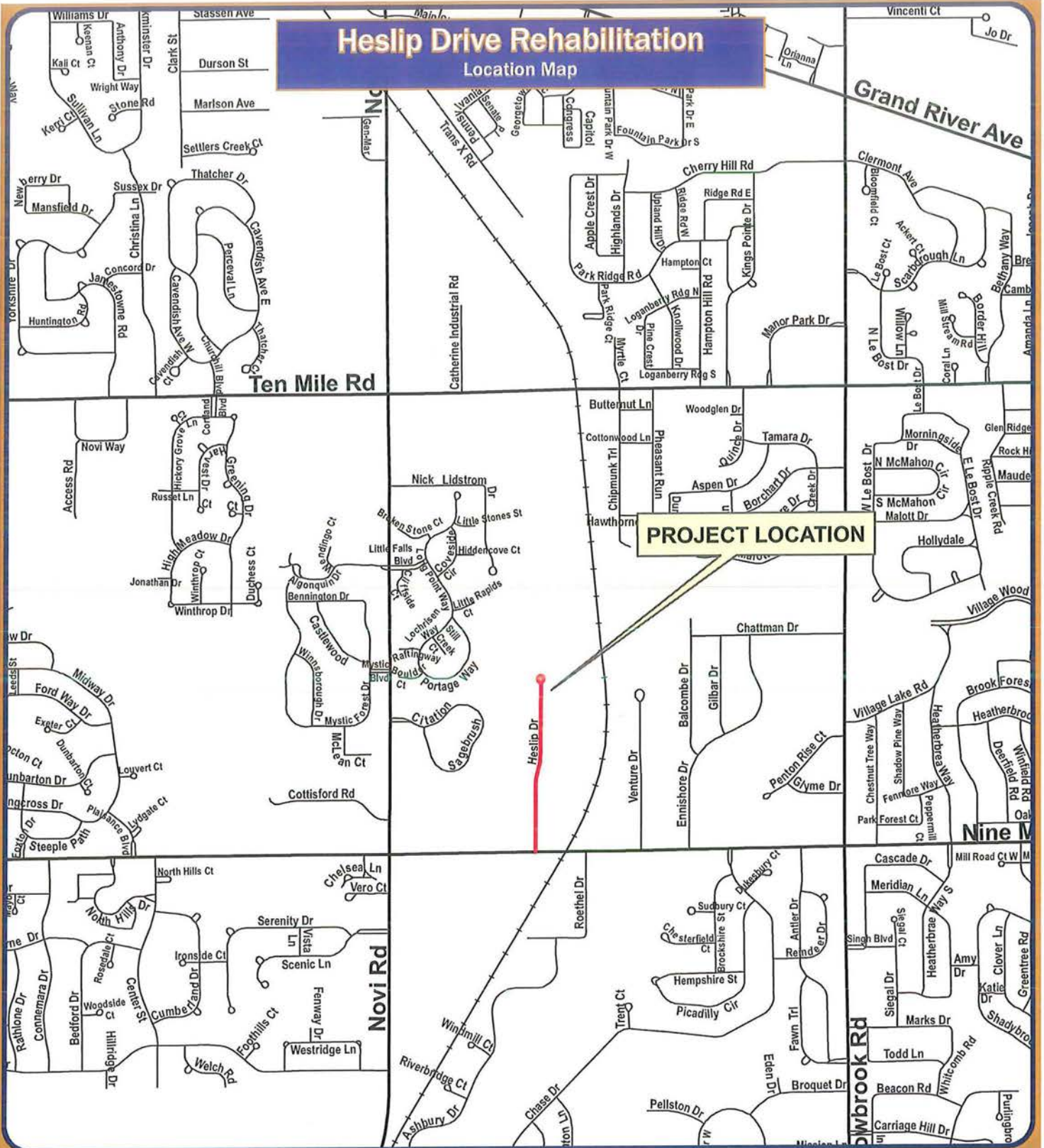
**RECOMMENDED ACTION:** Approval of the final payment to Goretski Construction Company for the Heslip Drive Rehabilitation project in the amount of \$16,115.97, plus interest earned on retainage.

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

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

# Heslip Drive Rehabilitation

## Location Map



Map Author: Croy  
Date: 11/14/13  
Project: Heslip Dr Rehab  
Version #: v1.0

#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



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

**HESLIP DRIVE REHABILITATION**



**Heslip Drive – Looking north from 9 Mile**



**Heslip Drive – Looking south from cul-de-sac**



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 13, 2016

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

**Re: *Heslip Drive Rehabilitation – Gorteski Construction Company  
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Heslip Drive Reconstruction Project:

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

The original Maintenance Bond appears to be adequate to cover the final contract price. Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order.

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 Kudla Saarela

Aaron Staup, Construction Engineering Coordinator  
January 13, 2016  
Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Rob Hayes, Public Services Director (w/Enclosures)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)  
Brian Coburn, Engineering Manager (w/Enclosures)  
Mark Koskinen, URS Corporation (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



# CITY OF NOVI

Balance Due This Payment = \$ 16,115.97

P.O.# 94285

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> Heslip Drive Rehabilitation	<b>NOVI PROJECT NO.:</b> 14-2202	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> URS Corporation 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	<b>CONTRACTOR:</b> Goretski Construction Company 4850 South Hill Road Milford, Michigan 48381 (734) 260-2693
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$270,509.40	<b>ORIGINAL:</b> October 28, 2014	<b>FROM:</b> November 3, 2014
<b>REVISED:</b> \$264,719.30	<b>REVISED:</b> November 5, 2014	<b>TO:</b> May 1, 2015
	<b>ACTUAL:</b> May 1, 2015	

**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	25.00	\$ 640.00	\$ 16,000.00	25.00	\$ 640.00	\$ 16,000.00	3.00	\$ 1,920.00	12%	30.00	\$ 19,200.00	120%
1	Pre-Construction Audio-Visual	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
2	Mobilization	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
3	Pavt. Repair, Rem	SY	3277.00	\$ 13.50	\$ 44,239.50	3436.75	\$ 13.50	\$ 46,396.13				3436.75	\$ 46,396.13	100%
4	HMA Surface, Rem	SY	362.00	\$ 10.00	\$ 3,620.00	348.00	\$ 10.00	\$ 3,480.00				348.00	\$ 3,480.00	100%
5	Subgrade Undercutting, Type II	CY	50.00	\$ 30.00	\$ 1,500.00	33.68	\$ 30.00	\$ 1,010.40				33.68	\$ 1,010.40	100%
6	Erosion Control, Inlet Protection	EA	12.00	\$ 150.00	\$ 1,800.00	12.00	\$ 150.00	\$ 1,800.00				12.00	\$ 1,800.00	100%
7	Erosion Control, Silt Fence	LF	100.00	\$ 4.00	\$ 400.00	0.00	\$ 4.00	\$ -				0.00	\$ -	
8	DPW Structure Cover, Adj, Case 1	EA	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
9	Dr Structure Cover, Adj, Case 1	EA	12.00	\$ 400.00	\$ 4,800.00	12.00	\$ 400.00	\$ 4,800.00				12.00	\$ 4,800.00	100%
10	Dr Structure, Point Up	EA	12.00	\$ 400.00	\$ 4,800.00	12.00	\$ 400.00	\$ 4,800.00				12.00	\$ 4,800.00	100%
11	Dr Structure, Reconstruct	FT	20.00	\$ 500.00	\$ 10,000.00	12.25	\$ 500.00	\$ 6,125.00				12.25	\$ 6,125.00	100%
12	Underdrain, Subbase, 6-inch	LF	802.00	\$ 15.00	\$ 12,030.00	643.00	\$ 15.00	\$ 9,645.00				643.00	\$ 9,645.00	100%
13	Concrete Pavement	SY	3277.00	\$ 38.70	\$ 126,819.90	3436.75	\$ 38.70	\$ 133,002.23				3436.75	\$ 133,002.23	100%
14	HMA Approach	TON	105.00	\$ 140.00	\$ 14,700.00	103.57	\$ 140.00	\$ 14,499.80				103.57	\$ 14,499.80	100%
15	Aggregate Base, 21AA, 8-inch	SY	1840.00	\$ 12.50	\$ 23,000.00	1182.30	\$ 12.50	\$ 14,778.75				1182.30	\$ 14,778.75	100%
16	Resealing Longit Joints, HPR	LF	920.00	\$ 1.00	\$ 920.00	4382.00	\$ 1.00	\$ 4,382.00				4382.00	\$ 4,382.00	100%
17	Resealing Trans Joints, HPR	LF	1446.00	\$ 1.00	\$ 1,446.00	0.00	\$ 1.00	\$ -				0.00	\$ -	
18	Crack Sealing, Conc Pavt.	LF	434.00	\$ 1.00	\$ 434.00	0.00	\$ 1.00	\$ -				0.00	\$ -	
19	Maintaining Traffic	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
20	Surface Restoration	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 3,500.00				1.00	\$ 3,500.00	100%

TOTAL THIS SHEET \$ 270,509.40 \$ 264,719.30 \$ - \$ 264,719.30 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Heslip Drive Rehabilitation

NOVI PROJECT NO.: 14-2202

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.			COST OF COMPLETED WORK TO DATE										
Item No.	Description of Item	Unit	NEW CONTRACT ITEMS		THIS PERIOD			TOTAL TO DATE					
			Division	GL#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
21			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
TOTAL FROM THIS SHEET						\$ -	\$ -					\$ -	-
TOTAL FROM OTHER SHEETS				\$ 270,509.40		\$ 264,719.30						\$ 264,719.30	-
GRAND TOTAL				\$ 270,509.40		\$ 264,719.30						\$ 264,719.30	100%





# CITY OF NOVI

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

Section 2.

## APPLICATION FOR FINAL PAYMENT

PROJECT: Heslip Drive Rehabilitation      NOVI PROJECT NO.: 14-2202      PAYMENT NO.: FINAL

Original Contract Amount: \$ 270,509.40 ✓  
 Change Orders: \$ (5,790.10) ✓  
 Adjusted Contract Amount to Date: \$ 264,719.30 ✓  
 Total Cost of Work Performed to Date: \$ 264,719.30 ✓  
 MINUS Retainage: 

0%
----

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

30.00
-------

 \$ 3,200.00 ✓  
     This Pay 

3.00
------

  
 Net Amt. Earned of Contract and Extra Work to Date: \$ 261,519.30 ✓  
 MINUS L.D.'s: # of days over = 

--

 \$ -  
                   \$ amount/day = 

\$600
-------

  
 Subtotal: \$ 261,519.30 ✓  
 ADD Incentive "Crew Days", if under: \$ -  
 Subtotal: \$ 261,519.30 ✓  
 MINUS Amount of Previous Payments: \$ 245,403.33 ✓  
     1 \$ 167,288.43  
     2 \$ 78,114.90  
     3 \$ -  
     4 \$ -  
     5 \$ -  
     6 \$ -  
     7 \$ -  
     8 \$ -  
     9 \$ -  
    10 \$ -

CHANGE ORDERS

No.	Date	Amount
1	November 12, 2014	(5,790.10)
		-
		-
		-
		-
		-
		-
		-
		-
		-
		-
		-
<b>TOTAL:</b>		<b>\$ (5,790.10) ✓</b>

**BALANCE DUE THIS PAYMENT:** \$ 

16,115.97
-----------

 ✓

Inspection "Crew Days" Allowed per Contract:	25.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	25.00
Inspection "Crew Days" Used to Date:	30.00
Inspection "Crew Days" Remaining:	-5.00

P.O.# 94285



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Hestep Drive Rehabilitation

NOVI PROJECT NO.: 14-2202

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 IN THIS APPLICATION is recommended

CITY OF NOVI

by Aaron J. Staup, Construction Engineering Coordinator

Date:

1/13/16

Goretski Construction Company  
Contractor Company

Date:

1-13-16

Contractor Authorized Signature

By Aaron J. Staup  
Print Name

By Brian Coburn, PE, Engineering Manager

Date:

1/13/16

URS Corporation  
Consultant Firm

Date:

1-13-16

Consultant Authorized Signature

By Mark Koskison  
Print Name

All Full Unconditional Warrants 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  
TO FINAL PAYMENT**

AIA DOCUMENT G707

(Instructions on reverse side)

**Bond No. PB02452300761**

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

TO (OWNER)  
(Name and address )

ARCHITECT'S PROJECT NO:

**City Of Novi  
45175 West Ten Mile Road  
Novi, MI 48375**

CONTRACT DATE: 7/25/2014

PROJECT:  
(Name and address)

**Heslip Drive Rehabilitation Project**

CONTRACTOR: **GORETSKI'S CONSTRUCTION COMPANY**  
**4850 South Hill Road**  
**Milford, MI 48381**

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 )

**Philadelphia Indemnity Insurance Company**  
**One Bala Plaza, Ste. 100**  
**Bala Cynwyd, PA 19004**

, SURETY,

on bond of  
(here insert name and address of Contractor)

**GORETSKI'S CONSTRUCTION COMPANY**  
**4850 South Hill Road**  
**Milford, MI 48381**

, 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 **18th** day of **December, 2015.**

(Insert in writing the month following by the numeric date and year)

Attest:  
Seal



**Philadelphia Indemnity Insurance Company**  
Surety Company



Signature of Authorized Representative  
**Nick Ashburn, Attorney-in-Fact**

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William J. McNish, Suzanne M. Moceri, Michelle B. Graham & Nick Ashburn of McNish Group, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

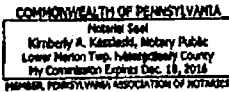
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public. \_\_\_\_\_

residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Bala Cynwyd, PA

December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>th</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18 day of December 2015



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

## SWORN STATEMENT

STATE OF MICHIGAN )  
 ) SS  
 COUNTY OF OAKLAND )

MARY ANN HAMILTON, being sworn, states the following:  
 (type in name of person signing statement)

**GORETSKI'S CONSTRUCTION COMPANY**, is the contractor/subcontractor for an improvement to the following  
 real property in Oakland County, Michigan, described as follows:

**Healy Drive Rehabilitation Project  
 Novi, Michigan**

That the following is a statement of each subcontractor and supplier and laborer for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor/subcontractor has contracted/subcontracted for performance under the contract with the owner or lessee of the property, and that the amounts due to the persons as of the date of this statement 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 currently owing	Balance to complete (estimate)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
Copeland Paving, Inc.	Labor & Material	\$15,812.35	15,812.35	\$0.00			
Colgar Contracting, Inc.	Slab Sawing	\$14,817.80	14,817.80	\$0.00			
J & M Construction	Material	\$4,580.00	4,580.00	\$0.00			
Kraken Crushed Concrete	Material	\$1,118.00	1,118.00	\$0.00			
Michigan Joint Sealing, Inc.	Joint Sealing	\$800.00	800.00	\$0.00			
Scodeller Construction, Inc.	Joint Sealing	\$15,255.00	15,255.00	\$0.00			
Superior Materials, LLC	Material	\$91,315.29	\$1,315.29	\$0.00			
There are no subcontractors and/or suppliers other than those listed above.							
All of our wages, benefits, fringes, taxes and withholdings are paid in full							
<b>TOTALS</b>		\$143,498.24	\$143,498.24	\$0.00			

(Some columns are not applicable to all persons listed)

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

I make this statement as the contractor/subcontractor or as supplier/subcontractor of the contractor/subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act 1980, P.A. 497, MCL 570.1109.

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

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

  
 Signature of Deponent

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

Subscribed and sworn to before me on this

18th day of December, 2015

  
 Notary Public Signature

Kyle M. Goretski  
 Notary Public Name

Washtenaw County, State of Michigan

My commission expires 2/14/2022

Acting in the County of Oakland, in the State of Michigan

STATE OF MICHIGAN)  
 )SS  
 COUNTY OF Oakland

Howard Copeland, being duly sworn,

deposes and says:

That he makes the Sworn Statement on behalf of  
 Copeland Paving Inc., 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)

SEE ATTACHED

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:

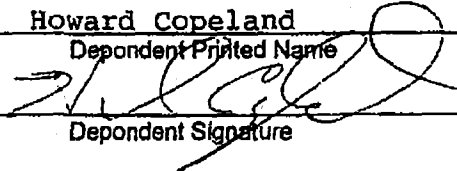
Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete optional	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholding due but unpaid
Cadillac Asphalt	asphalt	6,256.49		6,256.49			
*** ALL LABOR, TAXES, INSURANCE HAVE BEEN PAID IN FULL TO DATE							
TOTALS		6256.49		6256.49			

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

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

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

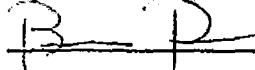
IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED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

Howard Copeland  
Dependent Printed Name  
  
Dependent Signature

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

Subscribed and sworn to before me this

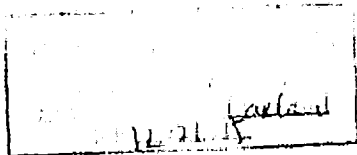
21<sup>st</sup> day of December, 2015



Notary Public, Washtenaw County, Michigan

My Commission Expires:

4/25/2020



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

**FULL CONDITIONAL WAIVER OF LIEN**

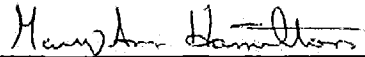
My/our Contract with City of Novi to provide  
contracted work for the improvement of the property described as:

Heslip Drive Rehabilitation Project  
Novi, Michigan

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

This Waiver is conditioned on actual payment of \$ 18,035.97 .

Goretski Construction Co., Inc.



[Signature of Lien Claimant]

**Mary Ann Hamilton, Office Manager**

Address:

4850 South Hill Road  
Milford, Michigan 48381  
Phone: 248-685-1404

Signed on 12-21-15

DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY



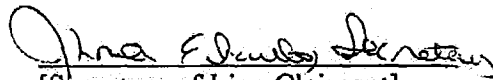
**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our Contract with Goretski Construction Company, Inc. to provide labor and material for the improvement of the property described as:

Heslip Drive  
Novi, Michigan

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

Copeland Paving, Inc.



[Signature of Lien Claimant]

**Rhonda Eckardt, Secretary**

Address:

46900 W. 12 Mile Road  
Novi, Michigan 48377  
Phone: 248-305-6020

Signed on 12-3-14

DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

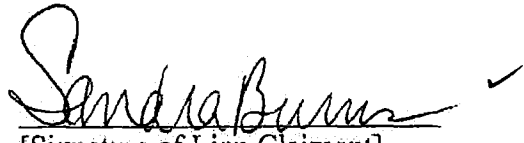
**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our Contract with Goretski Construction Company, Inc. to provide Slab Sawing for the improvement of the property described as:

Heslip Drive  
Novi, Michigan

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

Cougar Contracting, Inc.



[Signature of Lien Claimant]

**Sandra Burns, Administrative Assistant**

Address:

29305 Wall Street  
Wixom, MI 48393  
Phone: 248-348-8860

Signed on 12/03/14

DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

## FULL UNCONDITIONAL WAIVER

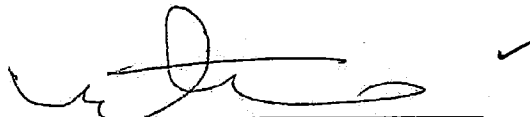
My/our contract with Goretski Construction company to provide  
Silt Fence for the improvement of the property described as

Heslip Drive  
Novi, Michigan

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's lessee's designee has not 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, less 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.

J & M Construction Corporation



Michael P. McCutcheon

**President**

Signed on: 1/8/2015

P. O. Box 175  
New Hudson, MI 48165-0175

248-685-0757

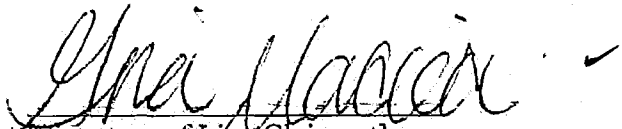
**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our Contract with Goretski Construction Company, Inc. to provide Material for the improvement of the property described as:

Heslip Drive  
Novi, Michigan

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

Kraken Crushed Concrete & Recycling LLC

  
[Signature of Lien Claimant]

**Gina Macioci, Administrative Assistant**

Address:

29305 Wall Street  
Wixom, MI 48393  
Phone: 248-468-9203

Signed on

12/8/14

DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our Contract with Goretski Construction Company, Inc. to provide Joint Sealing for the improvement of the property described as:

Heslip Drive  
Novi, Michigan

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

Michigan Joint Sealing, Inc,

Kimberly Sinischo ✓  
[Signature of Lien Claimant]

Kimberly Sinischo, Power of Attorney  
Address:

28830 W. 8 Mile Road; Suite 103  
Farmington Hills, MI 48336  
Phone: 248-476-4120

Signed on 8/28/15

DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our Contract with Goretski Construction Company, Inc. to provide Joint Sealing for the improvement of the property described as:

Heslip Drive  
Novi, Michigan

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

Seodeller Construction, Inc.

  
[Signature of Lien Claimant] ✓

Matthew Deschutter, Project Manager  
Address:

51722 Grand River Avenue  
Wixom, MI 48393  
Phone: 248-374-1102

Signed on 1/8/15

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

FULL UNCONDITIONAL WAIVER OF LIEN

My/our Contract with Goretski Construction Company, Inc. to provide Concrete for the improvement of the property described as:

Heslip Drive  
Novi, Michigan

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

Superior Materials LLC

Suzanne Baiardi - Agent  
[Signature of Lien Claimant]

**Suzanne Baiardi, Agent**  
Address:

P. O. Box 2900  
Farmington Hills, MI 48333-2900  
Phone: 248-788-8000

Signed on 1-14-15

DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

**COPELAND PAVING INC. SINCE 1963**

FULL UNCONDITIONAL WAIVER

My / our contract with Copeland Paving Inc.  
(other contracting party)

to provide asphalt  
(Kind of Material and/or Work)

for the improvement of the property described as: Heslip Dr. - Novi, MI

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

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishings from me/one of us 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.

Cadillac Asphalt, L.L.C.  
(name of lien claimant)

By: 

Signed on 12-23-15

(Signature of lien claimant or authorized officer or agent of lien claimant)

**Dennis West, Sales Manager**

Address: 2575 S. Haggerty Rd., Suite 10 Canton, MI 48188

Telephone: 586-203-2616

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

4690 West Twelve Mile Road  
Novi, MI 48377  
[www.copelandpavinginc.com](http://www.copelandpavinginc.com)

Phone: 248-305-6020  
Fax: 248-305-6023





Curb & Gutter  
Specialists

## Goretzki Construction Company Inc.

4850 South Hill Road  
Milford, Michigan 48381-3936  
(248) 685-1404 • FAX No. (248) 685-7620

To Whom It May Concern:

This is to confirm that Goretzki Construction Co. and Arkin L.L.C. have agreed upon a \$1,250.00 fee for  
The use of 400 lineal feet of vacant land on Heslip Drive, Novi, MI. just North of 22550 Heslip Drive.

The fee covers the period of time during Heslip Road construction in the summer/fall of 2015 under  
contract with the City of Novi.

Upon payment, there are no outstanding issues with Goretzki Construction and Arkin, L.L.C. regarding  
The use of Arkin, L.L.C.'s land on Heslip drive, Novi, Michigan during summer/fall of 2015.

Copy of cash receipt attached.

KYLE GORETSKI

GORETSKI CONSTRUCTION CO.

IRWIN J. ARKIN

ARKIN, L.L.C.