



CITY of NOVI CITY COUNCIL

Agenda Item H
March 9, 2015

SUBJECT: Approval of the final payment to Erie Construction, LLC for the Novi Dog Park Project in the amount of \$27,935.60.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services
 Department of Public Services, Engineering Division *BTC RA*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 27,935.60
AMOUNT BUDGETED	\$ 88,807.00
LINE ITEM NUMBER	208-691.00-974.095

BACKGROUND INFORMATION:

A construction contract for the Novi Dog Park was awarded for this project at the March 10, 2014 City Council meeting to Erie Construction, LLC, in the amount of \$210,797.28. The Novi Dog Park is located behind the Novi Ice Arena. The park has been open since October 2014 and has 230 registered members.

Engineering staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$27,935.60 that is due the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's February 25, 2015 letter, attached).

There were two (2) approved change orders issued for this project resulting in a net increase of \$7,197.37 to the construction contract, or 3.4% over the awarded amount. All changes were a result of increased quantities and balancing of originally projected amounts. The approved change orders resulted in a final contract price of \$217,994.65.

RECOMMENDED ACTION: Approval of the final payment to Erie Construction, LLC for the Novi Dog Park Project in the amount of \$27,935.60.

	1	2	Y	N
Mayor Gaff				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

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



Novi Dog Park Location Map



Map Author: Brian Coburn
Date: 3/3/2014
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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



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



1 inch = 395 feet





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

February 25, 2015

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

**Re: Novi Dog Park – Final Pay
Eric Construction, LLC**

Dear Mr. Staup:

We have received and reviewed closing documents for the Novi Dog Park Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien Consent of Surety
4. General Purpose Bond Rider - Increasing Maintenance and Guarantee Bond

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Contractor should provide its Waiver of Lien at the time it 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 Kudla Saarela

EKS

C: Maryanne Cornelius, Clerk
Rob Hayes, Public Services Director
Brian Coburn, Engineering Manager
Jacob Rushlow, OHM Advisors
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 27,935.60

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Novi Dog Park	NOVI PROJECT NO.: 14-8101	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR: Erie Construction, LLC 22051 Commerce Drive Woodhaven, Michigan 48183 (734) 676-8689
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$210,797.28	ORIGINAL: June 12, 2014	FROM: July 27, 2014
REVISED: \$217,994.65	REVISIED: September 22, 2014	TO: October 1, 2014

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	%
1	Mobilization, Max. 10%	LS	1.00	\$ 7,200.00	\$ 7,200.00	1.00	\$ 7,200.00	\$ 7,200.00				1.00	\$ 7,200.00	100%
2	Digital Recorded Video Survey	LS	1.00	\$ 810.00	\$ 810.00	0.00	\$ 810.00	\$ -				0.00	\$ 0.00	
3	Erosion Control, Silt Fence	LF	1405.00	\$ 2.10	\$ 2,950.50	973.10	\$ 2.10	\$ 2,043.51				973.10	\$ 2,043.51	100%
4	Erosion Control, Inlet Protection	EA	3.00	\$ 150.00	\$ 450.00	3.00	\$ 150.00	\$ 450.00				3.00	\$ 450.00	100%
5	Check Dam	LF	10.00	\$ 108.00	\$ 1,080.00	0.00	\$ 108.00	\$ -				0.00	\$ 0.00	
6	Earthwork	LS	1.00	\$ 3,240.00	\$ 3,240.00	1.00	\$ 3,240.00	\$ 3,240.00				1.00	\$ 3,240.00	100%
7	Tree, Rem, 6-inch to 18-inch	EA	8.00	\$ 155.00	\$ 1,240.00	27.00	\$ 155.00	\$ 4,185.00				27.00	\$ 4,185.00	100%
8	Cleaning and Grubbing	AC	3.00	\$ 1,259.00	\$ 3,777.00	3.30	\$ 1,259.00	\$ 4,154.70				3.30	\$ 4,154.70	100%
9	Curb and Gutter, Rem	LF	619.00	\$ 4.02	\$ 2,488.38	641.00	\$ 4.02	\$ 2,576.82	22.00	\$ 86.44	3%	641.00	\$ 2,576.82	100%
10	Pavement, Rem	SY	455.00	\$ 10.28	\$ 4,677.40	476.90	\$ 10.28	\$ 4,902.53	21.90	\$ 225.13	5%	476.90	\$ 4,902.53	100%
11	Station Grading	STA	3.00	\$ 1,260.00	\$ 3,780.00	3.00	\$ 1,260.00	\$ 3,780.00				3.00	\$ 3,780.00	100%
12	Water Service Complete	LS	1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00	\$ 1,320.00	0.30	\$ 396.00	30%	1.00	\$ 1,320.00	100%
13	Fountain, Model 10155 SMSS	EA	1.00	\$ 4,794.00	\$ 4,794.00	1.00	\$ 4,794.00	\$ 4,794.00	1.00	\$ 4,794.00	100%	1.00	\$ 4,794.00	100%
14	Sanitary Lead, 6" PVC SDR 23.5	LF	181.00	\$ 17.70	\$ 3,203.70	184.30	\$ 17.70	\$ 3,262.11	3.30	\$ 58.41	2%	184.30	\$ 3,262.11	100%
15	Sanitary Sewer Cleanout, 6"	EA	1.00	\$ 510.00	\$ 510.00	1.00	\$ 510.00	\$ 510.00				1.00	\$ 510.00	100%
16	Sanitary Manhole, Interior Drop	EA	1.00	\$ 390.00	\$ 390.00	0.00	\$ 390.00	\$ -				0.00	\$ 0.00	
17	HMA, 13A	TON	221.00	\$ 85.00	\$ 18,785.00	225.16	\$ 85.00	\$ 19,138.60	4.16	\$ 353.60	2%	225.16	\$ 19,138.60	100%
18	Curb and Gutter, Conc, Det F-4	LF	310.00	\$ 15.12	\$ 4,687.20	408.80	\$ 15.12	\$ 6,181.06	98.80	\$ 1,493.86	24%	408.80	\$ 6,181.06	100%
19	Curb and Gutter, Conc, Det D-2	LF	300.00	\$ 15.12	\$ 4,536.00	233.90	\$ 15.12	\$ 3,536.57				233.90	\$ 3,536.57	100%
20	Spillway, Conc	LF	20.00	\$ 21.60	\$ 432.00	25.80	\$ 21.80	\$ 562.56	5.60	\$ 120.96	22%	25.80	\$ 562.56	100%
21	Riprap, Plain	SY	2.00	\$ 45.58	\$ 91.16	14.90	\$ 45.58	\$ 679.14	12.90	\$ 587.98	87%	14.90	\$ 679.14	100%
22	Aggregate Base, 21AA Limestone	TON	1019.00	\$ 21.18	\$ 21,582.42	782.55	\$ 21.18	\$ 16,574.41	-134.55	\$ (2,849.77)	-17%	782.55	\$ 16,574.41	100%
23	Sidewalk, Conc, 6-inch	SF	1964.00	\$ 3.78	\$ 7,423.92	2235.50	\$ 3.78	\$ 8,450.19	271.50	\$ 1,026.27	12%	2235.50	\$ 8,450.19	100%
24	Geotextile Fabric	SY	158.00	\$ 2.70	\$ 426.60	449.50	\$ 2.70	\$ 1,213.65	291.50	\$ 787.05	65%	449.50	\$ 1,213.65	100%
TOTAL THIS SHEET					\$ 100,011.36			\$ 98,745.25		\$ 7,081.93			\$ 98,745.25	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Novi Dog Park NOVI PROJECT NO.: 14-8101 PAYMENT NO.: FINAL

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, %]. Includes rows for items 25-52 and summary rows for TOTAL FROM THIS SHEET, TOTAL FROM OTHER SHEET, and SUBTOTAL.



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APPLICATION FOR FINAL PAYMENT

PROJECT: Novi Dog Park NOVI PROJECT NO.: 14-8101 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	%
53	Reconstruct Sanitary Manhole	LS	0	0	1.00	\$ 3,655.29	\$ 3,655.29	1.00	\$ 3,655.29	100%	1.00	\$ 3,655.29	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	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
78			0	0	0.00	\$ -	\$ -				0.00	\$ -	
79			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET						\$ 3,655.29	\$ 3,655.29		\$ 3,655.29		\$ 3,655.29		
TOTAL FROM OTHER SHEETS					\$ 210,797.28	\$ 214,339.36	\$ 26,150.69	\$ 214,339.36		\$ 214,339.36			
GRAND TOTAL					\$ 210,797.28	\$ 217,994.65	\$ 29,806.18	\$ 217,994.65		\$ 217,994.65		100%	



CITY OF NOVI

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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Novi Dog Park NOVI PROJECT NO.: 14-8101 PAYMENT NO.: FINAL

Table with columns for description and amount. Rows include: Original Contract Amount (\$210,797.28), Change Orders (\$7,197.37), Adjusted Contract Amount to Date (\$217,994.65), Total Cost of Work Performed to Date (\$217,994.65), MINUS Retainage (0%), MINUS Inspection 'Crew Days' (0.00), Net Aml. Earned of Contract and Extra Work to Date (\$217,994.65), MINUS L.D.'s (\$18,000.00), Subtotal (\$199,994.65), ADD Incentive 'Crew Days', if under (-), Subtotal (\$199,994.65), MINUS Amount of Previous Payments (1-10), and BALANCE DUE THIS PAYMENT: (\$27,935.60)

CHANGE ORDERS

Table with columns: No., Date, Amount. Rows: 1 June 12, 2014 \$3,322.70; 2 October 22, 2014 \$3,874.67; TOTAL: \$7,197.37



PO # 94171



CITY OF NOVI

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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Novi Dog Park

NOVI PROJECT NO.: 14-8101

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

[Signature]
By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 2/11/15

Erie Construction, LLC
Contractor Company

Date: 2-6-2015

[Signature]
Contractor Authorized Signature

By: JOJOYH. PETIT, PRESIDENT
Print Name

[Signature]
By: Brian Coburn, PE., Engineering Manager

Dated: 2/11/15

OHM Advisors
Consultant Firm

Date: 2/11/15

[Signature]
Consultant Authorized Signature

By: Jacob Rushton
Print Name

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: K08948616

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

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

CONTRACT FOR:

CONTRACT DATE: / /

PROJECT:
(Name and Address)
Novi Dog Park

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)

Westchester Fire Insurance Company
436 Walnut Street
Philadelphia, PA 19106

, SURETY COMPANY,

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

ERIE CONSTRUCTION, LLC
22051 Commerce Drive
Woodhaven, MI 48183

, 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 February 5, 2015

Attest:
Seal



Westchester Fire Insurance Company
Surety Company


Signature of Authorized Representative
Donald W. Burden, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Angelo G Zervos, David C Lange, Donald W Burden, Gus E Zervos, all of the City of SOUTHFIELD, Michigan, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 day of May 2013.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 6 day of May, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of February, 2015



William L Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 06, 2015.

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number K08948616 effective March 12, 2014 issued by the Westchester Fire Insurance Company in the amount of Two Hundred Ten Thousand Seven Hundred Ninety Seven and 28/100 Dollars (\$210,797.28) on behalf of Erie Construction, LLC as Principal and in favor of City of Novi as Obligee:

Now, Therefore, it is agreed that:

The Maintenance Bond Amount has increased to:

\$217,994.65

from

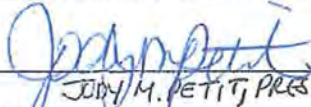
\$210,797.28

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

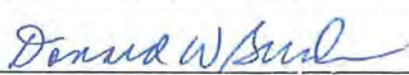
This rider is to be effective the 5th day of February, 2015.

Signed, sealed and dated this 5th day of February, 2015.

Erie Construction, LLC (Principal)

By: 
JODY M. PETIT, PRESIDENT
Accepted By:

Westchester Fire Insurance Company (Surety)

By: 
Donald W. Burden, Attorney-in-Fact



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

President of the Erie Construction LLC,
(Title) (Firm Name)

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

Novi Dog Park
(Description of Improvement)

located at: Novi, Michigan

The total amount of the contract is \$217,994.65 of which I have received payment of \$172,059.05 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

Signed this 11 day of FEBRUARY, 2015

Name: ERIE CONSTRUCTION LLC
(individual/corporation/partnership)

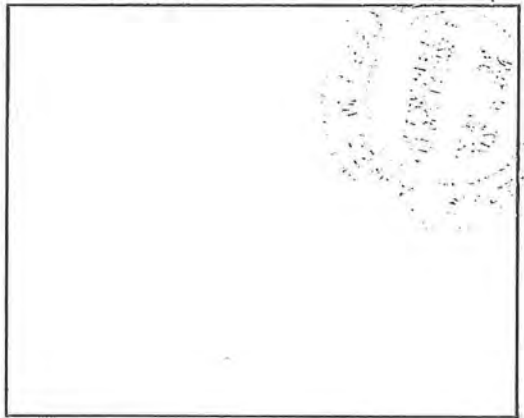
By: JUDY M. PETT, PRESIDENT Attest: [Signature]
(Title) (Title)

Subscribed and sworn to before me this 11 day of FEBRUARY, 2015

Notary Public: [Signature]

JAMES M DEANGELIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires 05-16-2017
Acting in the County of WAYNE

NOTARY SEAL



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
MHM	Electrical	\$36,332.40	\$40,115.75	\$0.00	0.0%	\$0.00
Best Asphalt	Asphalt	\$17,680.00	\$17,680.00	\$0.00	0.0%	\$0.00
GM & Sons	Concrete	\$20,695.00	\$20,695.00	\$0.00	0.0%	\$0.00
Veterns Fence	Fencing	\$24,679.52	\$24,863.34	\$0.00	0.0%	\$0.00
Superior Play	Benches	\$6,953.60	\$6,953.60	\$0.00	0.0%	\$0.00
Tarr's Service	Clearing	\$10,000.00	\$10,000.00	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$116,340.52	\$120,307.69	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: \$210,797.28

Work Completed to Date: \$217,994.65

Plus: Extras to Contract: \$7,197.37

Less: Total Retainage: \$0.00

Total: Contract plus Extras: \$217,994.65

Less: Amount Previously Paid: \$172,059.04

Less: Credits to Contract: \$18,000.00

Less: Amount of this Request: \$27,935.60

Total: Adjusted Contract: \$199,994.65

Total Balance Due: \$0.00

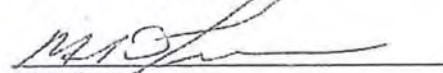
FULL UNCONDITIONAL WAIVER

I/we have a contract with **Erie Construction LLC** to provide **Concrete Materials/Installation** for the improvement to the property described as

*Novi Dog Park
Novi, Michigan*

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

MHM Construction LLC



74016 Tietz

Armada, MI 48005

MARK TRUEMAN

MARK TRU

MARK TRUEMAN

MANAGER

Signed on: 1-29-15
(date)

FULL UNCONDITIONAL WAIVER

I/we have a contract with **Erie Construction LLC** to provide **Asphalt Materials/Installation** for the improvement to the property described as

*Novi Dog Park
Novi, Michigan*

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

Best Asphalt, Inc)

Teresa Parent

6334 N. Beverly Plaza
Romulus, MI 48174

*TERESA PARENT
CONTROLLER*

Signed on:

2/4/2015
(date)

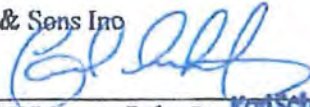
FULL UNCONDITIONAL WAIVER

I/we have a contract with Eric Construction LLC to provide Concrete Materials/Installation for the improvement to the property described as

***Novi Dog Park
Novi, Michigan***

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

GM & Sens Inc



6784 Whitmore Lake Road
Whitmore Lake, MI 48189

Karl Schweitzer, Manager

Signed on: 12/19/14
(date)

FULL UNCONDITIONAL WAIVER

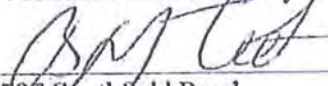
I/we have a contract with **Erie Construction LLC** to provide **Fence Materials/Installation** for the improvement to the property described as

*Novi Dog Park
Novi, Michigan*

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

Veterans Fence Company

Brian Teets
Owner/Manager


787 Southfield Road
Lincoln Park, MI 48146

Signed on:

2/4/15
(date)

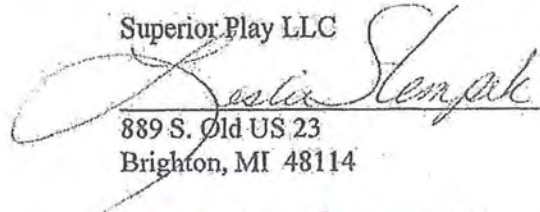
FULL UNCONDITIONAL WAIVER

I/we have a contract with **Erie Construction LLC** to provide **DuMor 6' Cast Bench** for the improvement to the property described as

*Novi Dog Park
Novi, Michigan*

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

Superior Play LLC



889 S. Old US 23
Brighton, MI 48114

*LESLIE STEMPEK
OFFICE MANAGER*

Signed on: 2/11/15
(date)

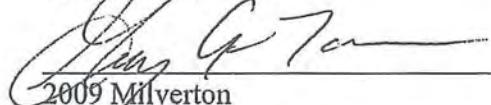
FULL UNCONDITIONAL WAIVER

I/we have a contract with **Erie Construction LLC** to provide **Tree Clearing** for the improvement to the property described as

*Novi Dog Park
Novi, Michigan*

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

Tarr's Service Inc.



2009 Milverton
Troy, MI 48083

*GARY TARR
OWNER*

Signed on: 2-10-15
(date)