

**CITY of NOVI CITY COUNCIL**

**Agenda Item I  
July 20, 2009**

**SUBJECT:** Approval of the final balancing change order and final pay estimate to Biondo Design & Build, LLC for the Novi Town Hall Relocation project in the amount of \$16,746.99.

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

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

**BACKGROUND INFORMATION:**

The Engineering Division administered the construction contract for the relocation of the Town Hall and construction of new restrooms as the first phase of the development of Fuerst Park. The project was awarded to Biondo Design & Build, LLC in October 2008 and the project was substantially complete in June 2009.

The work performed by the contractor is in substantial compliance with the plans and specifications and final payment in the amount of \$16,746.99 is appropriate. In addition, the City Attorney has review supporting documentation and found it to be in acceptable form (Secret Wardle letter dated July 13, 2009, attached).

The original contract was approved at the October 6, 2008 City Council meeting in the amount of \$143,806. There were two change orders issued for the project relating to changes required in the field totaling \$9,137.38. The final balancing change order results in a deduction of \$2,376.00, bringing the final contract amount to \$151,053.94.

**RECOMMENDED ACTION:** Approval of the final balancing change order and final pay estimate to Biondo Design & Build, LLC for the Novi Town Hall Relocation project in the amount of \$16,746.99

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

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

July 13, 2009

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Suzanne Moreno, Finance Department  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secretwardle.com

**RE: Township Hall Relocation and Reconstruction  
Biondo Design & Build, LLC – Closing Documents  
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following revised closing documents that have been provided for the Township Hall Relocation and Reconstruction Project:

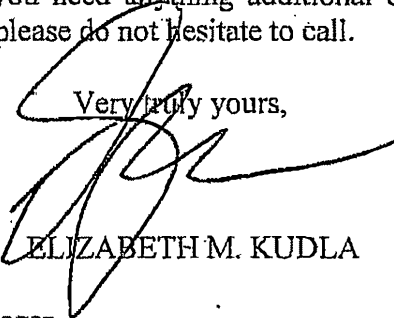
- Contractor's Sworn Statement
- Maintenance and Guarantee Bond

The Maintenance and Guarantee Bond and the Contractor's Sworn Statement are in order. Additionally, since Joe Bush is an independent laborer, his waiver of lien is also in order.

Based on the above, we have no objection to the release of the check final payment upon receipt of the final waiver of lien from the Kitchen Top Shop.

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



ELIZABETH M. KUDLA

EMK

cc: Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Brian Coburn, Senior Civil Engineer  
Lindon Ivezaj, City Staff Engineer  
Thomas R. Schultz, Esquire

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# BIONDO DESIGN & BUILD L.L.C.

July 2, 2009

City of Novi  
Engineering Division  
45175 W. Ten Mile Road.  
Novi, MI 48375

Attn: Linden Ivezaj

Re Novi Town Hall Relocation Project-Application for payment #4-FINAL-revised

Original Contract Sum	\$143,806.00
Change order#1	\$3989.00
Change order #2	\$5634.94
Credits for concrete and misc. restoration	\$2376.00
Contract sum to date	\$151,053.94
Total completed and stored to date	\$151,053.94
Previous Payments	\$134,306.95
Total due inc. previous retainage	\$16,747.00

Please call if you have any questions,

Sincerely,



Kevin Biondo

Residential & Commercial Remodeling  
Design New Construction  
Historic Renovation

19355 Fry Northville, MI 48167  
Office: (248) 349-9958  
Fax: (248) 349-6174

# BIONDO DESIGN & BUILD L.L.C.

June 10, 2009

City of Novi  
45175 W. Ten Mile Road.  
Novi, MI 48375

Attn: Linden Ivezaj

Re: Novi Town Hall

Bulletin #13

- 1) Delete (2) 45 sq ft conc slabs adjacent to bathrooms from contract ( \$400.00 less 10% P&O) \$360.00
  
- 2) Delete balance of site work from contact. (\$2800.00 less \$160.00 hand work for a/c pad \$2016.00  
final site cleaning, haul debris \$400.00 less  
10% P& O)

**Total credits \$2376.00**

Please call if you have any questions.

Sincerely,



Kevin Biondo

Residential & Commercial Remodeling  
Design New Construction  
Historic Renovation

19355 Fry Northville, MI 48167  
Office: (248) 349-9958  
Fax: (248) 349-6174

# AIA Document G703™ - 1992

*WAW*  
BIONDO DESIGN BUILD

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: *T-FINX*  
APPLICATION DATE:  
PERIOD TO: *7/4/09*  
ARCHITECT'S PROJECT NO: *NOVA TEXAS HALL RE*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	CONCRETE CONST	30249	30249	40	0	30289	100%	0	30289
	BUILDING RELOC	22590	22590	10	0	22590	100	0	22590
	ADDITION CONST	63434	63434	1000	0	63434	100	0	63434
	SITEWORK	11731	11731	0	0	11731	100	0	11731
	DEMOLITION	9193	9193	0	0	9193	100	0	9193
	RESTORATION	4193	4193	784	0	4193	100	0	4193
	CHANGE ORDER #1	3989	3989	0	0	3989	100	0	3989
	CHANGE ORDER #2	5634 <sup>94</sup>	5634 <sup>93</sup>	0	0	5634 <sup>94</sup>	100	0	5634 <sup>93</sup>
			0		0		100	0	
	CREDIT ON CONC & GRADING	-2376							
	GRAND TOTAL	151,053 <sup>94</sup>	149,229 <sup>93</sup>	1824	0	151,053 <sup>94</sup>	100%	0	151,054 <sup>93</sup>

CREDIT ON CONC & GRADING  
2376<sup>00</sup>

# Consent of Surety to Final Payment

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

AIA DOCUMENT G707

Bond No. 70692319

**TO OWNER:**

*(Name and address)*

City of Novi  
45175 W. Ten Mile Rd.  
Novi, MI 48375-3024

**ARCHITECT'S PROJECT NO.:**

**CONTRACT FOR:**

Township Hall Relocation  
Reconstruction

**PROJECT:**

*(Name and address)*

**CONTRACT DATED:**

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the  
Western Surety Company, 101 South Phillips Avenue, Sioux Falls, SD 57104-6703  
*(insert name and address of Surety)*

SURETY, on bond of Biondo Design & Build, LLC  
*(insert name and address of Contractor)*

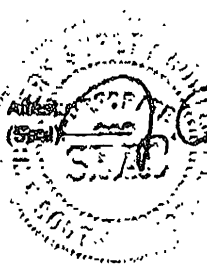
19355 Fry Rd., Northville, MI 48167-2621, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the

Surety of any of its obligations to City of Novi  
*(insert name and address of Owner)*

45175 W. Ten Mile Rd.  
Novi, MI 48375-3024, OWNER,  
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 30, 2009  
*(insert in writing the month followed by the numeral date and year.)*

 J. Lukas  
J. Lukas, Ass't. Sec.

Western Surety Company  
*(Surety)*  
C. Ankeny  
*(Signature of authorized representative)*  
C. Ankeny, Ass't Sec.  
*(Printed name and title) Attorney-in-Fact*

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.  
The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

Township Hall Relocation and Reconstruction

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BOND NO. 70602218

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Biondo Design & Build, LLC  
hereinafter called the "Principal", and \_\_\_\_\_  
WESTERN SURETY COMPANY

hereinafter called the "Surety," are held and firmly bound unto

**CITY OF NOVI, MICHIGAN**

Hereinafter called the "OWNER," as Obligor, for the just and full sum of One Hundred Forty  
Three Thousand Eight Hundred Six and no/100 Dollars (\$143,806.00 )  
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the \_\_\_\_\_  
day of \_\_\_\_\_, for the construction of  
Township Hall Relocation Reconstruction  
(fill-in Project Name)

AND WHEREAS, this Contract was awarded upon the express condition that the  
Principal would furnish a [FILL-IN TERM OF BOND] one (1) year Maintenance Bond from the date  
of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the  
construction installation, and completion of said project to be of good quality and constructed and  
completed in a workmanlike manner in accordance with the standards, specifications and requirements of  
the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal  
shall replace such defective material and shall repair all defects due to defective workmanship and/or  
materials that shall occur on or before one (1) year(s) of final acceptance by OWNER through  
resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force,  
effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by  
repair or replacement as directed by the OWNER within the time required, which shall not be less than  
seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the  
performance of the corrections, with all costs and expenses in doing so, including an administrative fee  
equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or  
Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER  
immediately and without advance notice to the Principal and Surety, with the cost and expense of the  
repair, plus the administrative fee, to be charged to and received from the Principal and Surety.



**CITY OF NOVI**  
Rev 4/4/98

August 11, 2008

Township Hall Relocation and Reconstruction

Page 3

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 15th day of October, 2008.

In the Presence of:

WITNESS

*Stephanie M. Kelly*

(fill-in name of construction CONTRACTOR)

*[Signature]*

Principal

OWNER

Title

WESTERN SURETY COMPANY

Surety Robert Brian Clappison

*Robert Brian Clappison*

Title Attorney-in-Fact

101 S. Phillips Ave.

Address of Surety

Sicou Falls, SD 57104

City

Zip Code

70602218

Bond No.



CITY OF NOVI  
Rev 4/4/04

August 11, 2008



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70602218

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Robert Brian Clappison

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Biondo Design & Build, LLC

Obligee: City of Novi

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, 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 Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

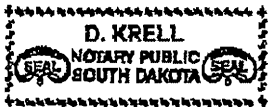
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 15, 2009, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 15th day of October, 2008.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

On this 15th day of October, in the year 2008, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell  
Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 15th day of October, 2008.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

STATE OF Michigan }  
 COUNTY OF Oakland } ss

**ACKNOWLEDGMENT OF SURETY**  
**(Attorney-in-Fact)**

Bond No. 70602218

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a notary public in and for said County, personally appeared Robert Brian Clappison to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Robert Brian Clappison acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Farmincton, Michigan, the day and year last above written.

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

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

RESIDENTIAL NEW CONSTRUCTION PROJECT  
 OWNER: CITY OF NOVI  
 CONTRACTOR'S NAME: BLONDO DESIGN & BUILD  
 PERIOD FROM: 11/1/08 TO 7/1/09  
 REQUEST NO.:

**SWORN STATEMENT FOR  
 CONTRACTOR OR SUBCONTRACTOR**



First American Title Insurance Company  
 of the Mid-West  
 BURTON ABSTRACT DIVISION

STATE OF MICHIGAN )  
 COUNTY OF OKLAHOMA ) ss

WARNING TO OWNER: AN OWNER OR LESSEE OF THE DESCRIBED 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 PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

BLONDO DESIGN & BUILD (KEVIN BLONDO) <sup>OWNER</sup> being duly sworn, deposes and says:

(1) That BLONDO DESIGN & BUILD is the (contractor) (subcontractor) for an improvement to the following described real property situated in OKLAHOMA County, Michigan, described as follows:

4932 S W TEN MILE - NOVI TOWN HALL RELOCATION PROJECT  
NOVI, MI

(insert legal description of property)

(2) 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 hereof are correctly and fully set forth opposite their names, as follows.

No.	Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Change Orders (+) or (-)	Adjusted Contract Price	Amount Already Paid	Amount Currently Owning	Total Retention Withheld	Balance To Complete	Amount of Laborer Wages Due But Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
1	N/A	Architectural Services	0	0	0	0	0	0	0	0	0
2	TIM BRENDAL EXCAVATING	Excavating	10,876	320	11,196	9296	0	0	0	0	0
3	C & M SAND & GRAVEL	Sand / Gravel / Backfill	1187	0	1187	1187	0	0	0	0	0
4	ROCK WALL	Basement Walls	14750	-1833	12917	12917	0	0	0	0	0
5	SMEDS & SYLIS STEEL	Structural Steel	0	987	987	0	0	0	0	0	0
6	NA MANS LUMBER	Rough Lumber / Trusses	9771	1876	7647	8371	0	0	0	0	0
7	" " "	Finish Lumber	790	72	812	812	0	0	0	0	0
8	SILVER HAMMER CARPENTRY	Rough Carpentry	2200	550	2750	1750	0	0	0	0	0
9	BLONDO DESIGN BUILD	Finish Carpentry	1250	775	2025	1375	0	0	0	0	0
10	N/A MANS LUMBER	Windows & Doors	624	118	742	742	0	0	0	0	0
11	NORTHWEST CONTRACTING	Roofing Labor / Material	4300	0	4300	4300	0	0	0	0	0
12	NU WALL CONTRACTING	Insulation	1471	-250	1181	1181	0	0	0	0	0
13	N/A	Brick	0	0	0	0	0	0	0	0	0
14	N/A	Mason Labor / Material	0	0	0	0	0	0	0	0	0
15	N/A	Siding	0	0	0	0	0	0	0	0	0
16	ADLINE PLUMBING	Rough Plumbing	4500	1050	5550	5550	0	0	0	0	0
17	" " " "	Finish Plumbing	307	35	307	307	0	0	0	0	0
18	POWLEY ELECTRIC	Rough Electrical	6500	1425	7925	7925	0	0	0	0	0
19	POWLEY ELECTRIC	Finish Electrical	1112	1112	1112	1112	0	0	0	0	0

No.	Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Change Orders (+) or (-)	Adjusted Contract Price	Amount Already Paid	Amount Currently Owning	Total Retention Withheld	Balance To Complete	Amount of Laborer Wages Due But Unpaid	Laborer Benefit Withheld Due But Unpaid
20	NU WALK CONTRACTING	Drywall Labor ✓	1650	0	1650	1650	0	0	0	0	0
21	NU WALK CONTRACTING	Drywall Material ✓	1150	0	1150	1150	0	0	0	0	0
22	COUSINS INC	Cement Work — Inside ✓	2500	252	2752	2752	0	0	0	0	0
23	N/A	Cement Work — Outside	400	-400	0	0	0	0	0	0	0
24	MULLIGANS HEATING	Rough Heating/Air ✓	7255	0	7255	7255	0	0	0	0	0
25	MULLIGANS HEATING	Finish Heating/Air ✓	INCLUDED IN LINE 25		—	—	—	—	—	—	—
26	JOE BUSH	Ceramic Tile	3734	0	3734	3734	0	0	0	0	0
27	BIONDO DESIGN & BUILD	Painting Labor/Materials ✓	1800	0	1800	0	0	0	0	0	0
28	N/A	Kitchen Cabinets	0	0	0	0	0	0	0	0	0
29	KITCHEN TOP SHOP	Countertops ✓	700	35	735	0	0	0	0	0	0
30	N/A	Garage Door	0	0	0	0	0	0	0	0	0
31	TIM BRENDEN EXCAV.	Final Grading	1800	-1800	0	0	0	0	0	0	0
32	POWLEY ELECTRIC	Electrical Fixtures ✓	INCLUDED IN LINE 19		—	—	—	—	—	—	—
33	N/A	Carpeting	0	0	0	0	0	0	0	0	0
34	N/A	Floor Covering	0	0	0	0	0	0	0	0	0
35	N/A	Built-in Appliances	0	0	0	0	0	0	0	0	0
36	N/A	Well/Septic Service	0	0	0	0	0	0	0	0	0
37	BROCK & ASSOCIATES	BUILDING MOVE ✓	15,000	0	15,000	15,000	0	0	0	0	0
38	PAYHAVEN GROUP	STEEL DOORS/HARDWARE	1511	712	2223	2223	0	0	0	0	0
39	BIONDO DESIGN & BUILD	MISC LABOR, P&O	49,092	3162	52,254	37,569	14,685	0	0	0	0
TOTALS			143,806	7247	151,053	134,806	16,756	0	0	0	0

(NOTE: SOME COLUMNS ARE NOT APPLICABLE TO ALL PERSONS LISTED.)

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

(4) Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Date: 7/2/09  
 Subscribed and sworn to before me this 2nd day of JULY, 2009  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires: 12-25-2014

KEVIN BIONDO  
BIONDO DESIGN BUILD  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF OAKLAND COUNTY  
 My Commission Expires: Dec 25, 2014  
 Acting in the County of Wayne

KEVIN BIONDO / BIONDO DESIGN BUILD hereby agrees to indemnify and hold First American Title Insurance Company of the Mid West harmless against any lien, claim or suit of or by any subcontractor, supplier, laborer or other construction lien claimant if said lien, claim or suit is asserted by a claimant whose compensation for services or materials furnished was, or should have been, received whether directly or indirectly out of funds paid pursuant hereto. This indemnity includes, but is not limited to, a reimbursement of all legal fees and other reasonable expense connected with the proper defense by First American Title Insurance Company of the Mid-West of its insureds against claims of construction liens.

By: \_\_\_\_\_  
 Its: OWNER

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with BIONDO DESIGN & BUILD  
to provide EXCAVATION, SEALING, WATER, GRADINGS, ROCKS  
for the improvement to the property described as:  
45325 W 10 MILE  
NOVI TOWN HALL

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

Signed on: 6-25-09  
by Timothy A. Brendel Excavating  
Timothy A. Brendel - owner  
(Signature of lien claimant)  
Address 5450 GRASS LAKE RD  
White Lake, MI 48383  
Telephone 248-887-2116

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

THIS FORM FURNISHED THROUGH THE COURTESY OF TRANSNATION TITLE INSURANCE COMPANY  
Form 3027-10 (Rev. 7/02)

PLEASE  
FAX TO - 248.349.9998

**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH Biondo Design & Build  
(other contracting party)  
TO PROVIDE Sand, Gravel, Backfill materials  
FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:  
Novi Town Hall

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

**C & M SAND & GRAVEL, INC.**

[Signature]  
(signature of lien claimant)  
KAREN A COSTELLO  
CORPORATE SECRETARY

SIGNED ON: 6-29-09  
ADDRESS: 29715 Costello  
P.O. Box 361  
New Hudson, MI 48165-1361  
TELEPHONE: 248-437-5640

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

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with BIONDO DESIGN & BUILD  
(other contracting party)  
to provide FOURMEN COURT KIOSKS  
for the improvement to the property described as: NOVI TOWN HALL

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

Signed on: 11/6/08  
by [Signature] PERSONAL INC.  
LOREN LEO JR. (ACCOUNT MANAGER)  
(Signature of lien claimant)  
Address 47000 WEST ROAD  
WIXOM, MI 48393  
Telephone 248-249-4910

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

THIS FORM FURNISHED THROUGH THE COURTESY OF TRANSNATION TITLE INSURANCE COMPANY  
Form 3027-10 (Rev. 7/02)

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/Our contract with Biondo Design & Build  
to provide Structural steel  
for the improvement to the property described as:  
NOVI TOWN HALL  
and commonly known as:

having been fully paid and satisfied, all my/our construction lien 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 notice of furnishing from Me/One of us or 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 is authentic.

Signed on: JUN 29 2009  
(Date)  
Ernie Sen Steel & Supply  
By: [Signature] - NANCY STIE  
(Signature of lien claimant) (AGENT)  
Address: 32504 Inkster Rd  
Detroit, MI 48239  
Phone: (313) 937-8300

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with BIONDO DESIGN & BUILD  
to provide ROUGH CARPENTRY  
for the improvement to the property described as: 45275 W TEN MILE  
NOVI TOWN HALL RELOCATION PROJECT

**FULL UNCONDITIONAL WAIVER**

My/our contract with Biondo Designers and Builders  
to provide Trusses, Rough Lumber, Finish Trim and Doors,  
and Siding  
for the improvement of the property described as: Novi Town Hall Job  
45275 Ten Mile  
Novi MI

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

N. A. Mans & Sons, Inc.  
Jason P. MacDonnell  
Credit Manager  
Address: 3300 West Jefferson / P.O. Box 202  
Trenton, MI 48183  
Telephone: 734-676-3000

Signed on: 6-25-2009  
(date)

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

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

Signed on: 6/29/09  
by YVETTE MAGEE  
Address: 9209 Ashford Fairview  
Telephone: 610 217 9512

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

ATTN: PEGGY O. YVETTE  
TEL: 610-217-1467  
YVETTE

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with BIONDO DESIGN BUILD / CITY OF NOVI  
to provide FINISH CARPENTRY  
for the improvement to the property described as: 45275 W. TEN MILE  
NOVI TOWN HALL - RELOCATION PROJECT

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

Signed on: 6/23/09  
by BIONDO DESIGN & BUILD  
KEVIN BIONDO - OWNER  
Address: 1935 S. FRY  
NORVILLE, MI 48167  
Telephone: 248 613-1467

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

THIS FORM FURNISHED THROUGH THE COURTESY OF TRANSNATION TITLE INSURANCE COMPANY

Form 3027-10 (Rev. 7/02)

**FULL UNCONDITIONAL WAIVER**

MY/OUR CONTRACT WITH BIONDO BUILDING CO.

TO PROVIDE CEDAR SHAKE ROOFING

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

NOVI TOWNSHIP HALL RENOVATION

45275 W. 10 MILE RD NOVI, MICHIGAN

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

DATE: 6-25-09

Steve Nastvold  
Steve Nastvold - PRESIDENT

**NORTHWEST CONTRACTING INC.**  
3828 HIGHVIEW AVE.  
WEST BLOOMFIELD, MI 48324

INVOICE # \_\_\_\_\_

ATTN: TOM

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with BONDO DESIGN & BUILD  
to provide DEMOLITION INSULATION - LABOR & MATERIALS  
for the improvement to the property described as:  
45325 W. 10 MILE  
NOVI TOWN HALL - RELATION

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

Signed on: 6-29-06  
NU WALL CONTRACTING  
by Thomas W Belmont OWNER  
THOMAS BELMONT  
Address 20925 Oriskany  
Madison Heights Mich 48071  
Telephone 248-224-6760

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

THIS FORM FURNISHED THROUGH THE COURTESY OF TRANSTATION TITLE INSURANCE COMPANY

Form 3027-10 (Rev. 7/82)

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with KEVIN BONDO / BONDO DESIGN BUILD  
to provide ROCKWELL & FINISH PLUMBING  
for the improvement to the property described as:  
NOVI TOWN HALL

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

Signed on: 6-28-09  
ADAM ZAMONSKI  
by MARTIN ZAMONSKI OWNER/PRESIDENT  
Address PO BOX 1079  
BRANTON MI 48816  
Telephone 248 842 8898

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

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Form 3027-10 (Rev. 7/82)

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with BONDO DESIGN & BUILD  
to provide Electrical Material and Labor  
for the improvement to the property described as:  
NOVI TOWN HALL  
45325 W. 10 MILE

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

Signed on: 6/23/09  
Rowley Electrical Co Inc  
by Jeffrey Rowley OWNER & PRESIDENT  
Address 28875 Westfield  
Livonia MI 48150  
Telephone 774 765 5214

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

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Form 3027-10 (Rev. 7/82)

fax to 248-947-9958

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with BONDO DESIGN & BUILD  
to provide INTERIOR CONCRETE - LABOR & MATERIALS  
for the improvement to the property described as:  
NOVI TOWN HALL  
45325 W. 10 MILE

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

Signed on: 6/25/09  
COUSINS INC  
by Jim Miller PRESIDENT  
Address 1881 FORSTER RD  
WHITE LA MI 48383  
Telephone 248 318 2944

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

THIS FORM FURNISHED THROUGH THE COURTESY OF TRANSTATION TITLE INSURANCE COMPANY

Form 3027-10 (Rev. 7/82)

fax to 248-947-9958

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with BIONDO DESIGN & BUILD  
to provide ROCK & FINISH HEATING & A/C  
for the improvement to the property described as: 45325 W TEN MILE  
NOVI TOWN HALL RELOCATION PROJECT

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

Signed on: 6-24-09  
MULLIGAN HEASTING (date) MIKE MULLIGAN  
PRESIDENT  
by [Signature]  
(signature of lien claimant)  
Address 9260 DELTA AVE N.E.C.D  
WHITE LAKE MI 48384  
Telephone 588-448-9700

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

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Form 3027-10 (Rev. 7/82)

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with BIONDO DESIGN & BUILD  
to provide CERAMIC TILE - LAYOUT & MATERIALS  
for the improvement to the property described as: NOVI TOWN HALL RELOCATION

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

Signed on: 6-30-09  
(date)  
by [Signature] Joe Busit-cloner  
(signature of lien claimant)  
Address 17459 CENTRALIA  
REDFORD MI 48240  
Telephone 313-717-3757

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

THIS FORM FURNISHED THROUGH THE COURTESY OF TRANSMATION TITLE INSURANCE COMPANY

Form 3027-10 (Rev. 7/82)

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with BIONDO DESIGN BUILD / CITY OF NOVI  
to provide INTERIOR & EXTERIOR PAINT - LABOR & MATERIALS  
for the improvement to the property described as: 45325 W. 10 MILE  
NOVI TOWN HALL RELOCATION PROJECT

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

Signed on: 6/25/09  
BIONDO DESIGN & BUILD (date)  
by [Signature] KEVIN BIONDO - OWNER PRESIDENT  
(signature of lien claimant)  
Address 19355 FRY  
NORVILLE, MI 48167  
Telephone 248-621-4609

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

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Form 3027-10 (Rev. 7/82)

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with BIONDO DESIGN & BUILD  
to provide Countertops for office  
for the improvement to the property described as: NOVI TOWN HALL RELOCATION PROJECT

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

Signed on: June 1, 2009  
(date)  
by [Signature] LOREEN KEHTT OWNER PRESIDENT  
(signature of lien claimant)  
Address 31150 W8 Mile  
Farmington Hills MI 48336  
Telephone 248-477-1515

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Form 3027-10 (Rev. 7/82)



FULL UNCONDITIONAL WAIVER

FULL UNCONDITIONAL WAIVER

My/our contract with BIONDO DESIGN & BUILD, L.L.C. to provide HISTORIC NOVI TOWN HALL/BUILDING MOVE for the improvement of the property described as: 45325 West 10 mile road having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

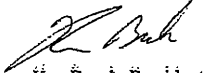
My/our contract with Blondo Const

to provide Doors/Frames/Hardware

for the improvement of the property described as City of Novi Town Hall

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

Brock & Associates Inc



Ken Brock, President

Date: 27 Nov 08

Address: 48320 W. 9 Mile Road  
Novi, MI 48374

Telephone: (248) 760-7117

BY:   
Cheryl C. LaCommare  
CREDIT MANAGER

Rayhaven Group Inc.  
22122 Telegraph Road  
Southfield, MI 48033  
248-357-1100

Signed On: 26-Jun-09

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

### FULL UNCONDITIONAL WAIVER

### FULL UNCONDITIONAL WAIVER

My/our contract with BIONDO DESIGN & BUILD, L.L.C. to provide HISTORIC NOVI TOWN HALL/BUILDING MOVE for the improvement of the property described as: 45325 West 10 mile road having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

My/our contract with Blondo Const

to provide Doors/Frames/Hardware

for the improvement of the property described as City of Novi Town Hall

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

Brock & Associates Inc

*Ken Brock*  
Ken Brock, President

Date: 27 Nov 08

Address: 48320 W. 9 Mile Road  
Novi, MI 48374

Telephone: (248) 760-7117

BY: *Cheryl C. LaCommare*  
Cheryl C. LaCommare  
CREDIT MANAGER

Rayhaven Group Inc.  
22122 Telegraph Road  
Southfield, MI 48033  
LAB-357-11006

Signed On: 26-Jun-09

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

### FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with CITY OF NOVI (OWNER OR CONTRACTING PARTY) to provide CONCRETE CONTAINING FOR NOVI TOWN HALL RENOVATION for the improvement to the property described as: NOVI TOWN HALL  
45325 W TEN MILE

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 \$ 164,741.00

Signed on: 7/2/09 (REAL)  
by BIONDO DESIGN & BUILD  
KEVIN BIONDO (OWNER)  
Address 10715 ELY (OWNER)  
NOVIVILLE MI 48374  
Telephone 248-662-1469

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

FORM FURNISHED THROUGH THE COURTESY OF TRANSAMERICA TITLE INSURANCE COMPANY

# Relocated Township Hall

July 13, 2009



