

CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of the final payment to T&M Asphalt Paving, Inc, for the Ella Mae Power Park Pathway Reconstruction and Parking Lot Rehabilitation project, in the amount of \$23,679.61, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Reconstruction of approximately 2,800 square yards of asphalt path
- Rehabilitation of approximately 7,100 square yards of asphalt parking lot
- Contractor performed very well, being both under contract time and budget

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	\$ 2,404.75 Expenditure <u>\$ 21,274.86 Retainage</u> \$ 23,679.61 Total
BUDGET PRCS Fund 208-752.00-974.491	\$ 23,678.00.00
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

BACKGROUND INFORMATION:

City engineering consultant, Spalding DeDecker, assisted City staff with the design and construction of the pathway reconstruction and parking lot rehabilitation project at the Ella Mae Power Park. The project addressed approximately 2,800 square yards of existing asphalt pathways and approximately 7,100 square yards of existing asphalt parking lot which was in poor condition as well as making several drainage improvements adjacent to these areas.

The contractor, T&M Asphalt Paving, Inc, performed on the project well under contract time and under budget.

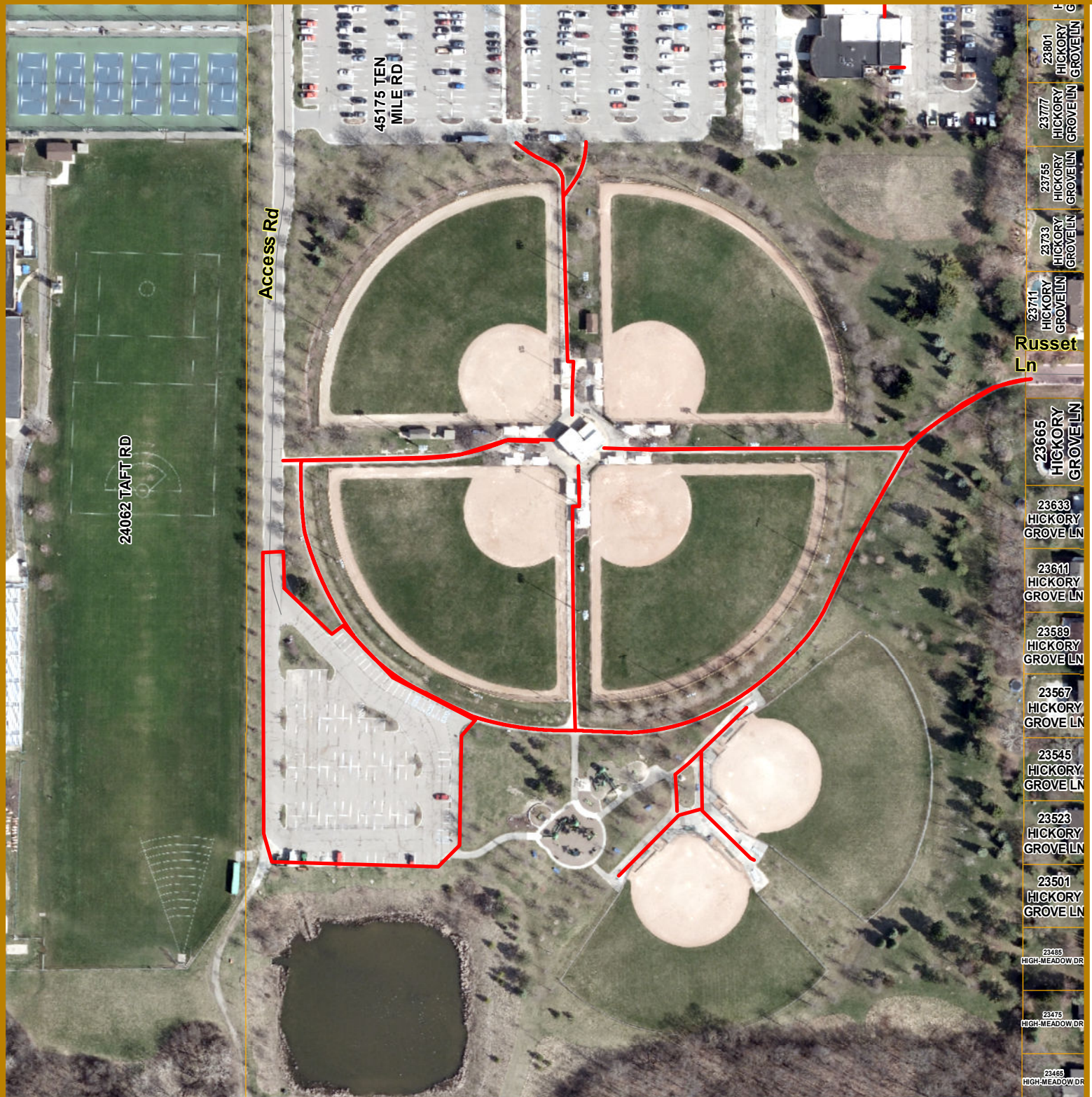
The construction contract was awarded at the July 7, 2025, City Council meeting to T&M Asphalt Paving, Inc, in the amount of \$405,597.25. Staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$23,679.61 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, June 15, 2026).

There were two (2) approved change orders issued resulting in an overall decrease of \$81,748.00 or 21.2% under the awarded amount. The approved change orders resulted in a final contract price of \$323,849.25 for the contract.

RECOMMENDED ACTION: Approval of the final payment to T&M Asphalt Paving, Inc, for the Ella Mae Power Park Pathway Reconstruction and Parking Lot Rehabilitation project, in the amount of \$23,679.61, plus interest earned on retainage.

Ella Mae Power Park Paving Improvements

Location Map



Map Author: Runkel
Date: 1-7-25
Version #: 1.0

 Project Area

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 Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



0 35 70 140 210
Feet
1 inch = 170 feet

ELLA MAE POWER PARK PATHWAY AND PARKING LOT REHABILITATION



Before: Pathway and bleacher pad



Before: Paved pedestrian and bleacher area



Before: Pedestrian and bleacher area between ball fields



Before: Existing pathway from ball fields to Orchard Ridge



Before: Existing pathway from ball fields to Orchard Ridge looking north



Before: Looking west from ball field pathway into the Power Park Parking Lot



After: Parking Lot



After: Overhead drone image



After: Overhead image of parking lot



After: Drone image of parking lot looking northeast

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 15, 2026

Aaron Staup, Construction Engineering Coordinator
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: Power Park Pathway– T&M Asphalt Paving, Inc., - Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Power Park Pathway Project:

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

The closing documents appear to be in order. The project cost decreased so the original Maintenance Bond is satisfactory. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works
Ted Meadows. Spalding DeDecker
Thomas R. Schultz, Esquire



CITY OF NOVI

Sheet 1 of 5

Balance Due This Payment = \$ 23,679.61

PURCHASE ORDER NO.

97613

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

APPLICATION FOR FINAL PAYMENT

PROJECT:	Power Park Pathways and Parking Lot Improvements	NOVI PROJECT NO.:	25-8101	PAYMENT NO.:	FINAL
		CIP NO.:	ENG085/LOT021		
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	Spalding DeDecker 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR:	T&M Asphalt Paving, Inc. 4755 Old Plank Road Milford, Michigan 48381 (248) 719-1604
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$405,597.25	ORIGINAL:	November 30, 2025	FROM:	October 27, 2025
REVISED:	\$323,849.25	REVISED:		TO:	May 5, 2026
		ACTUAL:			

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - PATHWAYS (at Fields 5 & 6) GL# 208-752.00-974.491 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	Crew Days - Division 1 - Pathways	CD	15.00	\$ 800.00	\$ 12,000.00	15.00	\$ 800.00	\$ 12,000.00				15.00	\$ 12,000.00	100%
0	Crew Days - Division 2 - Parking Lot	CD	10.00	\$ 800.00	\$ 8,000.00	10.00	\$ 800.00	\$ 8,000.00				10.00	\$ 8,000.00	100%
0	Crew Days - Division 3	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 4	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 5	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
	TOTAL CREW DAYS		25.00	\$ 800.00	\$ 20,000.00	25.00	\$ 800.00	\$ 20,000.00	0.00			25.00	\$ 20,000.00	100%
101	Bonds, Insurance & Mobilization (10%)	LS	1.00	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ 7,000.00				1.00	\$ 7,000.00	100%
102	Pre-Construction Audio/Visual	LS	1.00	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00	\$ 1,100.00				1.00	\$ 1,100.00	100%
103	Soil Erosion Control Measures	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
104	Maintaining Traffic	LS	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
105	Restoration	LS	1.00	\$ 9,050.00	\$ 9,050.00	1.00	\$ 9,050.00	\$ 9,050.00				1.00	\$ 9,050.00	100%
106	Curb and Gutter, Remove	LF	5.00	\$ 50.00	\$ 250.00	7.00	\$ 50.00	\$ 350.00	2.00	\$ 100.00	29%	7.00	\$ 350.00	100%
107	Excavation, Earth	CY	278.00	\$ 30.00	\$ 8,340.00	11.50	\$ 30.00	\$ 345.00				11.50	\$ 345.00	100%
108	HMA Surface, Remove	SY	2540.00	\$ 6.00	\$ 15,240.00	2540.00	\$ 6.00	\$ 15,240.00				2540.00	\$ 15,240.00	100%
109	Shared-Use Path, Grading	STA	13.10	\$ 475.00	\$ 6,222.50	13.10	\$ 475.00	\$ 6,222.50				13.10	\$ 6,222.50	100%
110	Sign, Salvage and Replace	EA	1.00	\$ 150.00	\$ 150.00	0.00	\$ 150.00	\$ -				0.00		
111	Bench, Salvage and Replace	EA	3.00	\$ 350.00	\$ 1,050.00	0.00	\$ 350.00	\$ -				0.00		
112	Boulder, Salvage and Replace	LS	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
113	Agg Base, 6-inch, Limestone	SY	1600.00	\$ 11.00	\$ 17,600.00	1304.00	\$ 11.00	\$ 14,344.00				1304.00	\$ 14,344.00	100%
114	Agg Base, Conditioning	SY	1220.00	\$ 4.00	\$ 4,880.00	1050.00	\$ 4.00	\$ 4,200.00				1050.00	\$ 4,200.00	100%
115	Dr Structure Cover, Adjust, Case 1	EA	1.00	\$ 1,430.00	\$ 1,430.00	1.00	\$ 1,430.00	\$ 1,430.00				1.00	\$ 1,430.00	100%
116	Dr Structure Cover, Type D	EA	1.00	\$ 506.00	\$ 506.00	1.00	\$ 506.00	\$ 506.00				1.00	\$ 506.00	100%
117	Underdrain, 6-inch, Geo Trench Wrap	LF	260.00	\$ 32.00	\$ 8,320.00	260.00	\$ 32.00	\$ 8,320.00				260.00	\$ 8,320.00	100%
118	HMA, 5EML	TON	620.00	\$ 145.00	\$ 89,900.00	585.13	\$ 145.00	\$ 84,843.85				585.13	\$ 84,843.85	100%
119	Curb & Gutter, Conc, F2 Mod, Spillout	LF	538.00	\$ 33.00	\$ 17,754.00	604.00	\$ 33.00	\$ 19,932.00	66.00	\$ 2,178.00	11%	604.00	\$ 19,932.00	100%
120	Tree Protection Fence	LF	2000.00	\$ 3.50	\$ 7,000.00	460.00	\$ 3.50	\$ 1,610.00				460.00	\$ 1,610.00	100%

TOTAL THIS SHEET \$ 198,792.50 \$ 177,493.35 \$ 2,278.00 \$ 177,493.35 100%

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

PROJECT: Power Park Pathways and Parking Lot Improvements

NOVI PROJECT NO.:	25-8101
CIP NO.:	ENG085/LOT021

PAYMENT NO.:	FINAL
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COST OF COMPLETED WORK TO DATE

[illegible]

APPLICATION FOR FINAL PAYMENT

PROJECT: Power Park Pathways and Parking Lot Improvements

NOVI PROJECT NO.: 25-8101
CIP NO.: ENG085/LOT021

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item					NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
121	Tree Removal	EA	1	208-752.00-974.491	2.00	\$ 1,050.00	\$ 2,100.00				2.00	\$ 2,100.00	100%
122	Undercut	Cyd	1	208-752.00-974.491	96.00	\$ 85.00	\$ 8,160.00				96.00	\$ 8,160.00	100%
123	Additional Curb Removal	LF	1	208-752.00-974.491	133.00	\$ 35.00	\$ 4,655.00				133.00	\$ 4,655.00	100%
221	Waterborne Paint Striping	LS	2	208-752.00-974.491	1.00	\$ 4,900.00	\$ 4,900.00				1.00	\$ 4,900.00	100%
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CITY OF NOVI

PURCHASE ORDER NO.

97613

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Power Park Pathways and Parking
Lot Improvements

NOVI PROJECT NO.: 25-8101
CIP NO.: ENG085/LOT021

PAYMENT NO.: FINAL

Original Contract Amount: \$ 405,597.25

Change Orders: \$ (81,748.00)

Adjusted Contract Amount to Date: \$ 323,849.25

Total Cost of Work Performed to Date: \$ 323,849.25

MINUS Retainage:

0%

 \$ -

MINUS Inspection "Crew Days": To Date

25.00

 \$ -

This Pay

0.00

 \$ -

Net Amt. Earned of Contract and Extra Work to Date: \$ 323,849.25

MINUS L.D.'s: # of days over =

--

 \$ -
\$ amount/day =

\$800

Subtotal: \$ 323,849.25

ADD Incentive "Crew Days", if under:

TOTAL: \$ (81,748.00)

Subtotal: \$ 323,849.25

MINUS Amount of Previous Payments: \$ 300,169.64

1	\$	300,169.64
2	\$	-
3	\$	-
4	\$	-
5	\$	-
6	\$	-
7	\$	-
8	\$	-
9	\$	-
10	\$	-

BALANCE DUE THIS PAYMENT: \$ 23,679.61

CHANGE ORDERS

No.	Date		Amount
1	October 24, 2025	\$	19,900.00
2	November 5, 2025	\$	(101,648.00)
3			
4			
5			
6			
7		\$	-
8			
9			
10			

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:	25.00
Inspection "Crew Days" Remaining:	0.00



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:	Power Park Pathways and Parking Lot Improvements	NOVI PROJECT NO.:	25-8101	PAYMENT NO.:	FINAL
		CIP NO.:	ENG085/LOT021		

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

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

T&M Asphalt Paving, Inc.
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

- ☐ 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.

**AIA®****Document G707™ – 1994****Consent Of Surety to Final Payment**

Bond No 108279311

PROJECT: *(Name and address)*
City of Novi, Ella Mae Power Park
Pathway Recon & Parking Lot Rehab
 - Job No.: NV25001

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:

ARCHITECT: ☐TO OWNER: *(Name and address)*

CONTRACT DATED: 7/7/2025

CONTRACTOR: ☐

City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

SURETY: ☒OTHER: ☐

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

Travelers Casualty and Surety Company of America**1441 W Long Lake Rd, Suite 300****Troy, MI 48098**

on bond of

, SURETY,

*(Insert name and address of Contractor)***T & M Asphalt Paving, Inc.****4755 Old Plank Road****Milford, MI 48381-4066**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
 not relieve the Surety of any of its obligations to

*(Insert name and address of Owner)***City of Novi****26300 Lee BeGole Drive****Novi, MI 48375**

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **04/08/2026***(Insert in writing the month followed by the numeric date and year.)***Travelers Casualty and Surety Company of America***(Surety)**(Signature of authorized representative)***Susan L Small, Attorney-in-Fact***(Printed name and title)*

Attest:
 (Seal):



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of **FARMINGTON HILLS, Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

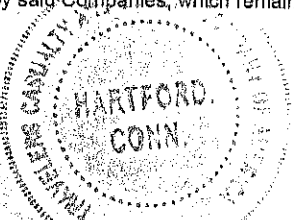
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **April**, 2026




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

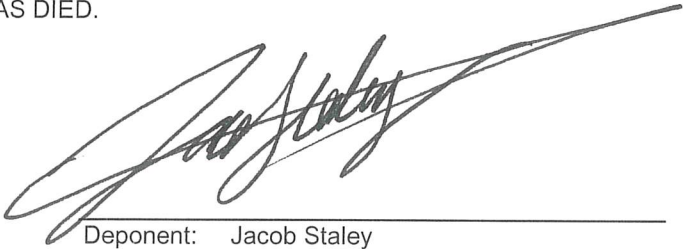
MILFORD, MICHIGAN
T & M
ASPHALT PAVING
248.684.2300

NAME ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR SUPPLIER	TYPE OF IMPROVEMENT	TOTAL CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE	AMOUNT OF LABORER WAGES DUE BUT UNPAID	AMOUNT OF LABORER FRINGE BENEFITS AND WITHHOLDING DUE BUT UNPAID
TR Transport	Aggregate	15,827.01	15,827.01	0.00	0.00		
National Block/Nat RM	Concrete	5,946.60	5,946.60	0.00	0.00		
Cadillac Asphalt	Asphalt	119,313.94	119,313.94	0.00	0.00		
IC Striping	Pvmt. Markings	4,985.25	4,985.25	0.00	0.00		
All labor, fringes, payroll taxes and other payroll obligaitons paid in full through 10-30-25							
TOTALS		146,072.80	146,072.80	0.00	0.00		

That the contractor had 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.

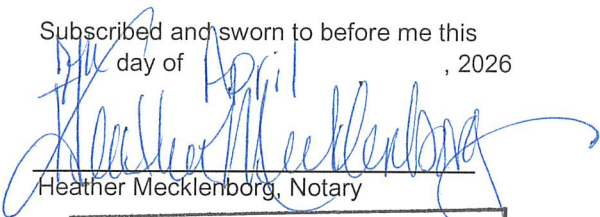
Deponent further says that he or she make the foregoing statement as the contractor or as Project Manager of the contractor for the purpose of representing to the owner or lessee of the above descirbed premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction lien, 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: AN OWNER OR LESSEE OF THE ABOVE 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 OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAME OR HAS DIED.


Deponent: Jacob Staley

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 MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this
1st day of April, 2026


Heather Mecklenborg, Notary

HEATHER MECKLENBORG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 10, 2026
Acting in the County of _____

www.tmasphalt.com



T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Aggregate

for the improvement of the property described as:

Ella Mae Power Park
Novi, MI
Project # 925202

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.

TR Transport



Signature of lien claimant

Troy Busha, Owner

Address: 3407 Sheffield Drive
Howell, MI 48855

Telephone: 734-320-5897

Signed on: 11/10/25

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com



T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550

Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Concrete

for the improvement of the property described as:

Ella Mae Power Park

Novi, MI

Project # 925202

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.

National Block Company

Signature of lien claimant

Sue Sedlarik, Credit Manager

Address: 39000 Ford Road
Westland, MI 48185

Telephone: (734) 721-4050

Signed on: 12-10-2025

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

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T & M Asphalt Paving, Inc.

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4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Asphalt

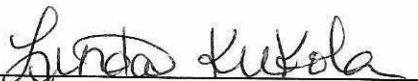
for the improvement of the property described as:

Ella Mae Power Park
Novi, MI
Project # 925202

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.

Cadillac Asphalt LLC


Signature of lien claimant

Linda Kukola, Credit Manager

Address: 51777 West 12 Mile
Wixom, MI 48393

Telephone: (248) 380-3644

Signed on: 12-1-25

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550

Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Pavement Markings

for the improvement of the property described as:

Ella Mae Power Park

Novi, MI

Project # 925202

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.

Industrial Commercial Striping LLC

Angie Ficaro
Signature of lien claimant

Angie Ficaro, Owner

Address: 53307 Grand River
New Hudson, MI 48165

Telephone: 877-361-4400

Signed on: 11/25/25