

AFFIDAVIT

State of Indiana, County of TIPPECANOE, ss:

Dated at LAFAYETTE, Indiana, this 17TH day of JANUARY, 2020.

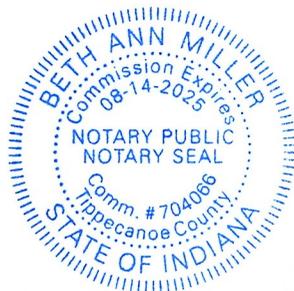
To The Board of Public Works and Safety of the City of Lafayette, Indiana:

MARK NAGLE, being duly sworn, says that he is DIRECTOR OF ESTIMATING of **Milestone Contractors, LP**, the Contractor with whom a Contract was entered into for **Saga-more Parkway Reconstruction, Phase 3** in the City of Lafayette, Indiana; this person says that the construction of said project has been completed in accordance with and as required by this Contract, and that all outstanding bills for labor, materials, supplies and damage of any character by reason of the construction of said Contract have been paid in full to the best of his knowledge and belief and that if such bills are not paid he will cause them to be paid upon presentation.

MILESTONE CONTRACTORS, LP

By: *Mark Nagle*
MARK NAGLE, DIRECTOR OF ESTIMATING

Sworn to before me and subscribed in my presence this 17TH day of JANUARY, 2020.



Beth Ann Miller
Notary Public

BETH ANN MILLER
(Type or Print Name)

My Commission Expires: AUGUST 14, 2025

County of Residence: TIPPECANOE

CERTIFICATE OF COMPLETION, FINAL WAIVER OF LIEN AND GUARANTEE

To: Board of Public Works & Safety
City of Lafayette, Indiana

Re: Certificate of Completion

Contract Dated: **February 14, 2017**

Project: **Sagamore Parkway Reconstruction, Phase 3**

STATE OF INDIANA }
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COUNTY OF TIPPECANOE }

Mark Nagle, **Milestone Contractors, LP.**, first being duly sworn upon his oath, deposes and says that he is as an officer of said corporation and for and on behalf of the same and that he has full knowledge of the facts contained.

Affiant further says that the undersigned **Milestone Contractors, LP.**, contractors for the construction of:

Sagamore Parkway Reconstruction, Phase 3

Pursuant to the contract dated the 14th of February, 2017, does hereby certify that:

1. All bills for materials, equipment and labor, and all claims for work performed by subcontractors have been fully paid, and
2. They waive and release any and every lien, or claim, or right of lien on said project and premises on account of labor skill machinery, or all, furnished to CITY OF LAFAYETTE by the undersigned for said construction, and
3. They guarantee that all work is executed in strict accordance with the specifications and contract drawings, including any changes or alterations authorized in writing. That should any defect appear within the warranty period, as specified, due to faulty materials or workmanship furnished in the performance of the contract, for which payment is herein acknowledged, the said undersigned will, in accordance with the specifications, repair and remedy said defects without expense to the Owner when notified to do so, and
4. The total and final amount for the work constructed under said contract is **\$12,532,947.15**. The warranty period begins as of **January 7, 2020**.

Approved by the Board of Public Works and Safety on the ____ day of _____, 2020.

Gary Henriott, President

Norm Childress, member

Amy Moulton, member

Cindy Murray, member

Amy Moulton, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date: _____