



CITY of NOVI CITY COUNCIL

**Agenda Item I
June 18, 2018**

SUBJECT: Approval of the final payment to Bricco Excavating Company, LLC, for the 8 Mile Water Main (from Turnberry Boulevard to Club Lane) project in the amount of \$2,561.34, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division
Department of Public Services, Water & Sewer Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 2,561.34
AMOUNT BUDGETED	\$ 252,177.00
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	592-592.00-976.012

BACKGROUND INFORMATION:

This project completed the extension of approximately 1,200-feet of 12-inch water main from the existing 8-inch main at 8 Mile Road and Club Lane to the existing 12-inch water main along the frontage of the Turnberry Estates subdivision. The connection was recommended as part of the 2014 Water System Master Plan and improves redundancy for the residential properties in the area served by a dead-end single water main. The redundancy allows residents to be back-fed with no loss of service during maintenance or emergency repairs. The construction contract was awarded for this project at the October 24, 2016 City Council meeting to Bricco Excavating Company, LLC, in the amount of \$192,704.00.

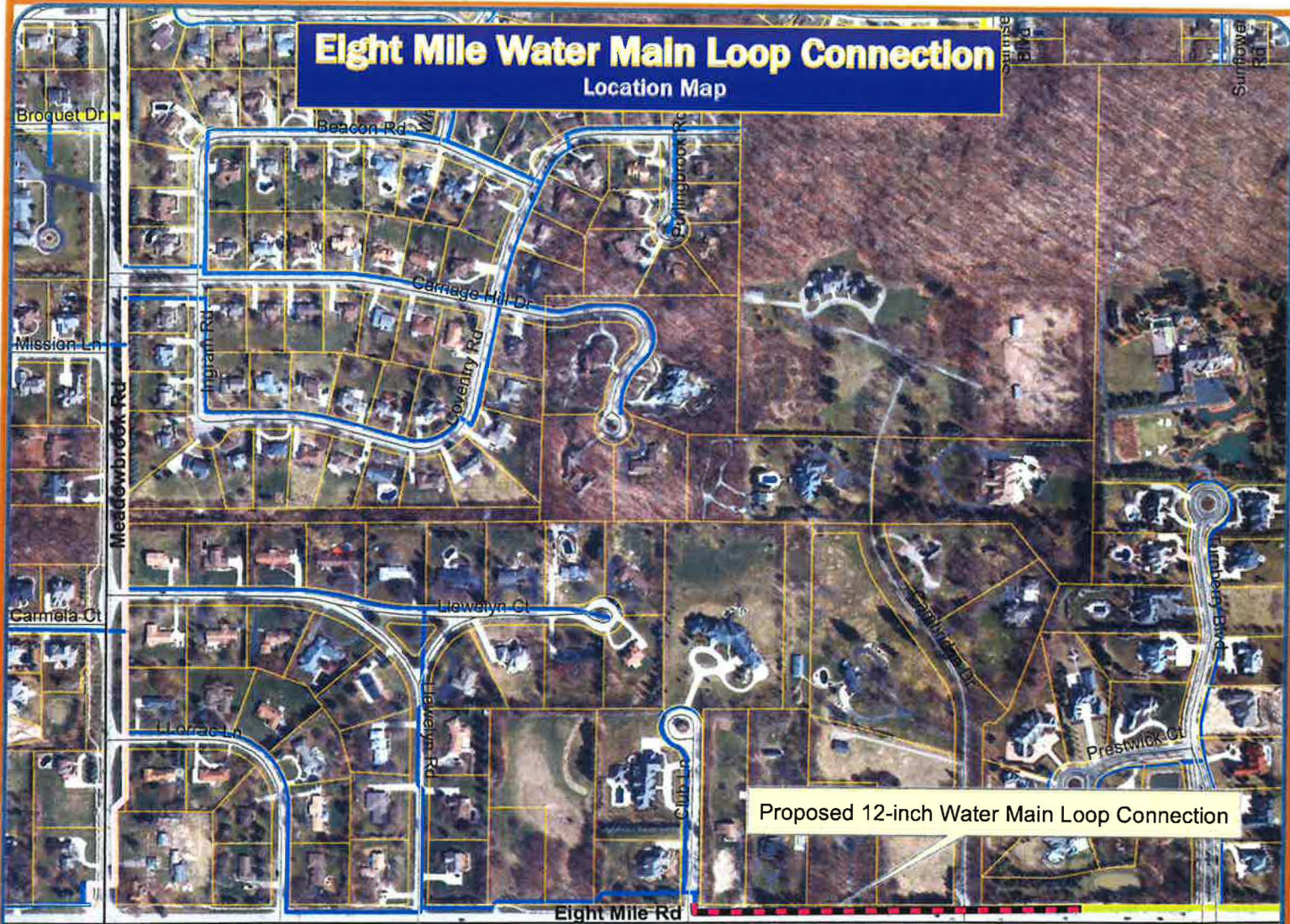
Engineering staff worked with engineering consultant AECOM to review and verify the final contract payment amount of \$2,561.34 due to the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, May 21, 2018).

There were three (3) approved change orders issued for this project resulting in a net increase of \$13,843.74 to the construction contract, or 7.2% over the awarded amount. The approved change orders resulted in a final contract price of \$206,547.74.

RECOMMENDED ACTION: Approval of the final payment to Bricco Excavating Company, LLC, for the 8 Mile Water Main (from Turnberry Boulevard to Club Lane) project in the amount of \$2,561.34, plus interest earned on retainage.

Eight Mile Water Main Loop Connection

Location Map



Proposed 12-inch Water Main Loop Connection



Map Author: Croy
 Date: 1/5/16
 Project: 8 Mile WM Loop
 Version #: v1.0

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.

- Map Legend**
- 8-inch
 - 12-inch
 - 20-inch
 - 30-inch



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

ELIZABETH KUDLA SAARELA
esaarela@jrsjlaw.com

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



May 21, 2018

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

Re: *Eight Mile Water Main (Club Lane to Turnberry) - Closing Documents*
Bricco Excavating Company, LLC

Dear Mr. Staup:

We have received and reviewed closing documents for the Eight Mile Water Main Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. A Rider increasing the Maintenance Bond to the final project cost has been provided. The General Contractor has provided its Full Unconditional Waiver of Lien subject to receipt of the 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



Elizabeth K. Saarela

EKS

C: Cortney Hanson, Clerk (w/Enclosure)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosure)
George Melistas, Engineering Senior Manager (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Balance Due This Payment = \$ 2,561.34

PURCHASE ORDER NO. 94971

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile WM (Club Lane to Turnberry)
OWNER: City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

NOVI PROJECT NO.: 16-1101
ENGINEER: AECOM - Great Lakes
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034
(248) 204-5900

PAYMENT NO.: FINAL
CONTRACTOR: Bracco Excavating Company, LLC
21201 Meyers Road
Oak Park, Michigan 48237-3201
(248) 547-6963

CONTRACT AMOUNT

FINAL COMPLETION DATES

DATES OF ESTIMATE

ORIGINAL: \$192,704.00
REVISED: \$206,547.74

ORIGINAL: March 4, 2017
REVISED: March 2, 2017
ACTUAL:

FROM: May 16, 2017
TO: November 10, 2017

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - Base Bid GL# 592-592.00-976.012 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	8.00	\$ 640.00	\$ 5,120.00	9.00	\$ 640.00	\$ 5,760.00	14.25	\$ 9,120.00	158%	22.25	\$ 14,240.00	247%
1	Mobilization	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00				1.00	\$ 30,000.00	100%
2	Pre-Construction Video	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
3	Clearing and Grubbing	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	100%	1.00	\$ 5,000.00	100%
4	Soil Erosion and Sedimentation Control	LS	1.00	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	\$ 1,600.00				1.00	\$ 1,600.00	100%
5	Concrete Sidewalk, Removal	SF	100.00	\$ 2.00	\$ 200.00	635.00	\$ 2.00	\$ 1,270.00				635.00	\$ 1,270.00	100%
6	12" HDPE Water Main (HDD)	LF	1214.00	\$ 86.00	\$ 104,404.00	1242.00	\$ 86.00	\$ 106,812.00				1242.00	\$ 106,812.00	100%
7	Fire Hydrant Assembly	EA	2.00	\$ 9,000.00	\$ 18,000.00	2.00	\$ 9,000.00	\$ 18,000.00				2.00	\$ 18,000.00	100%
8	Gate Valve & Well	EA	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
9	Concrete Sidewalk	SF	100.00	\$ 5.00	\$ 500.00	635.00	\$ 5.00	\$ 3,175.00	10.00	\$ 50.00	2%	635.00	\$ 3,175.00	100%
10	Connection to Existing	LS	1.00	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ 11,000.00				1.00	\$ 11,000.00	100%
11	Seeding & Mulching (Non-Native)	LS	1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
12	Seeding & Mulching (Native)	LS	1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
13	Traffic Control	LS	1.00	\$ 7,400.00	\$ 7,400.00	1.00	\$ 7,400.00	\$ 7,400.00				1.00	\$ 7,400.00	100%

TOTAL THIS SHEET \$ 192,704.00 \$ 198,857.00 \$ 5,050.00 \$ 198,857.00 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile WM (Club Lane to Turnberry)

NOVI PROJECT NO.: 16-1101

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	%	
14	Valve, WM, 4-inch	Fa	1	592-592.00-976.012	1.00	\$ 6,500.00	\$ 6,500.00					1.00	\$ 6,500.00	100%
15	Reimburse Permit Fees (Wayne Co)	Dir	1	592-592.00-976.012	1190.74	\$ 1.00	\$ 1,190.74	-4564.26	\$ (4,564.26)	-383%	1190.74	\$ 1,190.74	100%	
16			0	0	0.00	\$ -	\$ -					0.00	\$ -	
17			0	0	0.00	\$ -	\$ -					0.00	\$ -	
18			0	0	0.00	\$ -	\$ -					0.00	\$ -	
19			0	0	0.00	\$ -	\$ -					0.00	\$ -	
20			0	0	0.00	\$ -	\$ -					0.00	\$ -	
21			0	0	0.00	\$ -	\$ -					0.00	\$ -	
22			0	0	0.00	\$ -	\$ -					0.00	\$ -	
23			0	0	0.00	\$ -	\$ -					0.00	\$ -	
24			0	0	0.00	\$ -	\$ -					0.00	\$ -	
25			0	0	0.00	\$ -	\$ -					0.00	\$ -	
26			0	0	0.00	\$ -	\$ -					0.00	\$ -	
27			0	0	0.00	\$ -	\$ -					0.00	\$ -	
28			0	0	0.00	\$ -	\$ -					0.00	\$ -	
29			0	0	0.00	\$ -	\$ -					0.00	\$ -	
30			0	0	0.00	\$ -	\$ -					0.00	\$ -	
31			0	0	0.00	\$ -	\$ -					0.00	\$ -	
32			0	0	0.00	\$ -	\$ -					0.00	\$ -	
33			0	0	0.00	\$ -	\$ -					0.00	\$ -	
34			0	0	0.00	\$ -	\$ -					0.00	\$ -	
35			0	0	0.00	\$ -	\$ -					0.00	\$ -	
36			0	0	0.00	\$ -	\$ -					0.00	\$ -	
37			0	0	0.00	\$ -	\$ -					0.00	\$ -	
38			0	0	0.00	\$ -	\$ -					0.00	\$ -	
39			0	0	0.00	\$ -	\$ -					0.00	\$ -	
40			0	0	0.00	\$ -	\$ -					0.00	\$ -	
41			0	0	0.00	\$ -	\$ -					0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 7,690.74		\$ (4,564.26)			\$ 7,690.74		
TOTAL FROM OTHER SHEETS					\$ 192,704.00		\$ 198,857.00		\$ 5,050.00			\$ 198,857.00		
GRAND TOTAL					\$ 192,704.00		\$ 206,547.74		\$ 485.74			\$ 206,547.74	100%	



CITY OF NOVI

PURCHASE ORDER NO.

94971

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile WM (Club Lane to Turnberry)

NOVI PROJECT NO.: 16-1101

PAYMENT NO.: FINAL

Original Contract Amount: \$ 192,704.00
Change Orders: \$ 13,843.74
Adjusted Contract Amount to Date: \$ 206,547.74
Total Cost of Work Performed to Date: \$ 206,547.74
MINUS Retainage:
MINUS Inspection "Crew Days": To Date 22.25 This Pay 14.25 \$ 8,480.00
Net Amt. Earned of Contract and Extra Work to Date: \$ 198,067.74
MINUS L.D.'s: # of days over = \$ amount/day = \$600 \$
Subtotal: \$ 198,067.74
ADD Incentive "Crew Days", if under: \$
Subtotal: \$ 198,067.74
MINUS Amount of Previous Payments: \$ 195,506.40
1 \$ 195,506.40
2 \$ -
3 \$ -
4 \$ -
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -
BALANCE DUE THIS PAYMENT: \$ 2,561.34

CHANGE ORDERS

Table with columns: No., Date, Amount. Rows include change orders 1, 2, and 3 with dates and amounts.

Table with columns: Description, Amount. Rows include Inspection "Crew Days" Allowed per Contract, Additional "Crew Days" per Change Orders, Total Inspection "Crew Days" Allowed, Inspection "Crew Days" Used to Date, and Inspection "Crew Days" Remaining.



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: 8 Mile WM (Club Lane to Turnberry)

NOVI PROJECT NO.: 16-1101

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

Bricco Excavating Company, LLC
CONTRACTOR - Electronic Signature Certification

Mark Koskinen Mark Koskinen
Apr 17 2018 9:08 AM
cosign

AECOM - Great Lakes
CONSULTANT - Electronic Signature Certification

Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering
Division, email=astaup@cityofnovi.org, c=US
Date: 2018.04.19 08:41:44 -04'00'

Aaron Staup, Construction Engineering Coordinator
Electronic Signature Certification

Digitally signed by Ben Croy
Date: 2018.04.20 11:47:01
-04'00'

George D. Melistas, Senior Engineering Manager
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.



WORK CHANGE DIRECTIVE No. 3

PURCHASE ORDER NO.

94971

Project: 8 Mile WM (Club Lane to Turnberry)

Owner: City of Novi
26300 Lee BeGole Dr.
Novi, Michigan 48375
(248) 735-5632

Engineer: AECOM - Great Lakes
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034
(248) 204-5900

Contractor: Bricco Excavating Company, LLC
21201 Meyers Road
Oak Park, Michigan 48237-3201
(248) 547-6963

Drafted Date: November 10, 2017

Reasoning: The purpose of this WCD is to adjust the dollar amount of reimbursement of permit fees. The contractor has provided proof of refund from the Wayne County Treasurer's Office. The additional crew days to account for the days that the contractor went over their bid number of crew days.

Existing Contract Items

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price	
						Add	Deduct
0		Inspection "Crew Days"	CD	\$640.00	13.25	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15		Reimburse Permit Fees (Way	DLR	\$1.00	4564.26		\$4,564.26
Subtotals						\$0.00	\$4,564.26
Total							-\$4,564.26

New Contract Items

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price	
						Add	Deduct
Subtotals						\$0.00	\$0.00
Total						\$0.00	

Estimated Increase/Decrease in Contract Price	-\$4,564.26
Original Contract Amount	\$192,704.00
Sum of Previous Approved Change Orders	\$18,408.00
Estimated Revised Contract Amount	\$206,547.74

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT TIME BY: Day(s)

Accepted By: 

Bricco Excavating Company, LLC
Mark Koskinen

Mark Koskinen Apr 17 2018 9:01 AM

Prepared By: _____

AECOM - Great Lakes

cosign

Reviewed By: 

Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering
Division, email=astaup@cityofnovi.org, c=US
Date: 2018.04.19 08:43:48 -04'00'

George D. Melistas, Senior Engineering Manager

Approved By: 

Digitally signed by Ben Croy
Date: 2018.04.20 11:47:52
-04'00'

Ben Croy, P.E., Water & Sewer Senior Manager

and

Approved By: _____

Sue Morianti, Purchasing Manager



CHANGE ORDER No. 3

PURCHASE ORDER NO.
94971

Project: 8 Mile WM (Club Lane to Turnberry)

Owner: City of Novi
26300 Lee BeGole Dr.
Novi, Michigan 48375
(248) 735-5632

Engineer: AECOM - Great Lakes
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034
(248) 204-5900

Contractor: Bricco Excavating Company, LLC
21201 Meyers Road
Oak Park, Michigan 48237-3201
(248) 547-6963

Drafted Date: November 10, 2017

Description/Reasoning: Refer to WCD 3 for description/reasoning.

To the Contractor: You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated. Documentation supporting these changes are on file with the City of Novi's Engineer. Current project plans and specifications will be adhered to unless specifically changed by this change order document.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	-\$4,564.26
ORIGINAL CONTRACT AMOUNT:	\$192,704.00
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$18,408.00
REVISED CONTRACT AMOUNT:	\$206,547.74

Where applicable, attach the corresponding number of Work Change Directive to this Change Order.

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CREW DAY TIME BY: Day(s) ADD: DEDUCT:

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT TIME BY: Day(s)

Accepted By: _____



Bricco Excavating Company, LLC

Prepared By: _____

Mark Koskinen

Mark Koskinen
Apr 17 2018 9:02 AM

AECOM - Great Lakes



Reviewed By: _____



Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering
Division, email=astaup@cityofnovi.org, c=US
Date: 2018.04.19 08:45:21 -04'00'

George D. Mellstas, Senior Engineering Manager

Digitally signed by Ben

Approved By: _____



Croy
Date: 2018.04.20 11:48:37
-04'00'

Ben Croy, P.E., Water & Sewer Senior Manager

and

Approved By: _____

Sue Morlant, Purchasing Manager

Authorization for Additional Services #1

Date: 4/25/18

Project: **Engineering Services for the 8 Mile Watermain Project**
Purchase Order # 94751

Description of Additional Services

The Contractor used more crew days than what were set up in the contract. The additional crew days are included in the final estimate and this authorization increases the corresponding number of crew days for AECOM. 1 additional crew day was granted to the Contractor through a change order and 13.25 crew days were charged to the Contractor for a total of 14.25 extra crew days.

Original scope of work:

[Provide itemized list of tasks related to scope change, and provide cost associated with each task]

- Design = 22,279
- Crew Days 8 * \$640/day = \$5,120
- Contract Administration = \$13,489

Amount authorized for original scope: \$40,888.00

Proposed scope of work:

Reduction in crew days based on the actual amount used.

- Crew Days = 14.25* \$640 = \$9,120

Proposed budget amount for new scope: \$50,000

Based on the revised scope of services, there will be an increase of \$9,120 to the amount authorized under the previous scope of services.

[CONSULTANT]

Requested by:



Sean Kelsch, Vice President

Date: 4/25/18

CITY OF NOVI

Reviewed by: _____ Date: _____
Aaron J. Staup, Construction Engineer

Approved by: _____ Date: _____
George D. Melistas, Engineering Senior Manager

Approved by: _____ Date: _____
Sue Morianti, Purchasing Manager

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. 106494117

PROJECT: Eight Mile Water Main, Club Lane to Turnberry
(name, address)

TO: (Owner)
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Contract Bond

CONTRACT DATE:

CONTRACTOR:
Bricco Excavating Company, LLC
21201 Meyers Road
Oak Park, MI 48237-3201

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY COMPANY

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

Bricco Excavating Company, LLC
21201 Meyers Road
Oak Park, MI 48237-3201

, 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 W. Ten Mile Road
Novi, MI 48375-3024

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this

26th day of **February, 2018**

Surety Company
Travelers Casualty and Surety Company of America

Signature of Authorized Representative

Attest:
(Seal):



Susan L. Small, Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231301

Certificate No. 006964507

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ian J. Donald, Jeffrey A. Chandler, Kathleen M. Irelan, Robert Trobec, Alan P. Chandler, Susan L. Small, and Meagan L Kress

of the City of Troy, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 1st day of September, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 1st day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26 day of July, 2018

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 106494117

IN FAVOR OF City of Novi

ON BEHALF OF Bricco Excavating Company, LLC

EFFECTIVE 11/10/2016

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, Travelers Casualty and Surety Company of America hereby gives its consent to:

Increase Bond Amount to \$206,547.74 from \$198,067.74

EFFECTIVE: 5/1/2018

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond and under the attached bond as changes by this rider shall not be cumulative.

SIGNED, AND SEALED 5/1/2018

Travelers Casualty and Surety Company of America
Surety


Susan L. Small Attorney-in-Fact



**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 **TROY Michigan**, their true and lawful Attorney-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 3rd day of **February**, 2017.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 **1st** day of **May**, 2018




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-in-Fact and the details of the bond to which the power is attached.**



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 Oakland

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

 Managing Partner of the Bricco Excavating Company, LLC ,
(Title) (Firm Name)

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

 Eight Mile Road Water Main, Club Lane to Turnberry
(Description of Improvement)

located at: Novi, Michigan

The total amount of the contract is \$206,547.74 of which I have received payment of \$195,506.40 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 13th day of March, 2018

Name: Bricco Excavating Company, LLC
(individual/corporation/partnership)

By: *Marco Banchemo* Attest: *Amy Cervi*
Marco Banchemo, Managing Partner (Title)

Subscribed and sworn to before me this 13th day of March, 2018

Notary Public: *Amy Cervi*

Amy Cervi
Notary Public
State of Michigan
County of Macomb
Acting in OAKLAND County
My Commission Expires
July 10, 2021

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
Brighton Analytical ✓	Bacteria Testing	\$220.00	\$220.00		0.0%	\$0.00
Calo & Sons Construction ✓	Aggregate Materials	\$2,401.33	\$2,401.33		0.0%	\$0.00
Capital Insurance Group ✓	OCP Policy	\$500.00	\$500.00		0.0%	\$0.00
Etna Supply ✓	Materials	\$357.70	\$357.70		0.0%	\$0.00
Ferguson Waterworks ✓	Materials	\$48,369.20	\$48,369.20		0.0%	\$0.00
Full Bore Directional Boring ✓	Subcontractor	\$44,708.00	\$44,708.00		0.0%	\$0.00
Kuiper Productions ✓	Pre-construction Video	\$750.00	\$750.00		0.0%	\$0.00
Lou's Transport ✓	Aggregate Materials	\$1,319.88	\$1,319.88		0.0%	\$0.00
Mack Industries ✓	Materials	\$3,052.80	\$3,052.80		0.0%	\$0.00
Piedmont Concrete ✓	Materials	\$1,367.40	\$1,367.40		0.0%	\$0.00
State Barricades ✓	Traffic Control	\$2,071.85	\$2,071.85		0.0%	\$0.00
TKMS ✓	Aggregate Materials	\$959.80	\$959.80		0.0%	\$0.00
VTC Insurance Group ✓	Bonds	\$1,445.00	\$1,445.00		0.0%	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$107,522.96	\$107,522.96	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$192,704.00</u>	Work Completed to Date: <u> \$206,547.74</u>
Plus: Extras to Contract: <u> \$18,408.00</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$211,112.00</u>	Less: Amount Previously Paid <u> \$195,506.40</u>
Less: Credits to Contract: <u> \$4,564.26</u>	Less: Amount of this Request: <u> \$2,561.34</u>
Total: Adjusted Contract: <u> \$206,547.74</u>	Total Balance Due: <u> \$2,561.34</u>

FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Brighton Analytical, L.L.C.

By: *[Signature]*

Printed Name: COLLEEN TOPOLSKI

Title: MANAGING MEMBER

Address: 2105 Pless Drive
Brighton, MI 48114

Telephone: 810-229-7575

Signed on: 3/7/17

(date)

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

FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Calo & Sons Construction, Inc.

By: Annette Zywiol

Printed Name: Annette Zywiol

Title: Admin. Assistant

Address: PO Box 530563
Livonia, MI 48153-0563

Telephone: 248-468-9200

Signed on: 5/16/17
(date)

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



FULL UNCONDITIONAL WAIVER

My/Our contract with ***Bricco Excavating Company, L.L.C.*** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Capital Insurance Group

By: 

Printed Name: Thomas C. Moglia

Title: Vice President

Address: 1263 West Square Lake Road
Bloomfield Hills, MI 48302-3520

Telephone: 248-333-2500

Signed on: 2/14/18

(date)

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

FULL UNCONDITIONAL WAIVER

My/Our contract with **Brlcco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Etna Supply Company

By: 

Printed Name: Kimberly Dyer

Title: Credit

Address: 529 32nd St SE
Grand Rapids, MI 49548-2392

Telephone: 616-248-9182

Signed on: 2/16/18
(date)

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

FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Ferguson Waterworks

By: 

Printed Name: Linda Prater

Title: Credit Manager

Address: 1931 Snow Road
Lansing, MI 48917

Telephone: 517-322-0300

Signed on: 5-22-17

(date)

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

FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Full Bore Directional Boring Inc.

By: Joelle L. Hunter

Printed Name: Joelle L. Hunter

Title: Controller

Address: 6105 Birch Rd
Flint, MI 48507-4664

Telephone: 810-410-4325

Signed on: 7-31-17
(date)

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



FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Kuiper Productions, Inc.

By: 

Printed Name: Paul Jay Kuiper

Title: President

Address: PO Box 207
Goetzville, MI 49736-0207

Telephone: 906-297-8002

Signed on: 01/10/2017
(date)

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



FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Lou's Transport, Inc.

By: *[Signature]*

Printed Name: *[Signature]*

Title: *[Signature]*

Address: 1780 E Highwood
Pontiac, MI 48340-1237

Telephone: 248-332-5687

Signed on: *5/1/17*
(date)

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



FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Mack Industries, Inc.

By: 

Printed Name: Lee Distenhorst

Title: CFE

Address: 1321 Industrial Parkway North
Ste 500
Brunswick, OH 44212-6358

Telephone: 330-460-7005

Signed on: 2/19/18
(date)

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

FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: Piedmont Concrete, Inc.

By: 

Printed Name: David Guidoboni

Title: President

Address: 29934 W Eight Mile Rd
Farmington Hills, MI 48336-5507

Telephone: 248-474-7740

Signed on: 4/24/17
(date)

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



FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: State Barricades, Inc.

By:

Vanessa Hadley

Printed Name:

Vanessa Hadley

Title:

Secretary

Address: 24806 Industrial Hwy
Warren, MI 48089-4348

Telephone: 586-756-8282

Signed on:

2-26-18
(date)

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

FULL UNCONDITIONAL WAIVER

My/Our contract with **Bricco Excavating Company, L.L.C.** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: T.K.M.S. Ltd.

By: *[Signature]*

Printed Name: *[Signature]*

Title: *[Signature]*

Address: 1780 E Highwood
Pontiac, MI 48340-1237

Telephone: 248-628-2551

Signed on: *5-1-17*

(date)

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



FULL UNCONDITIONAL WAIVER

My/Our contract with ***Bricco Excavating Company, L.L.C.*** to provide labor and/or materials for the improvement of the property described as:

*Eight Mile Water Main, Club Lane to Turnberry
City of Novi, Michigan*

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

Company: VTC Insurance Group

By: *Kathleen Irwin*

Printed Name: *Kathleen Irwin*

Title: *Bond Manager*

Address: 1175 W Long Lake Rd, Ste 200
Troy, MI 48098-4443

Telephone: 248-828-3377

Signed on: *2-14-18*
(date)

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

RECEIVED
FEB 17 2018
**BRICCO
EXCAVATING**



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with City of Novi to provide
(Prime Contracting Party)

water main installation for the improvement of the property
(Type of service)

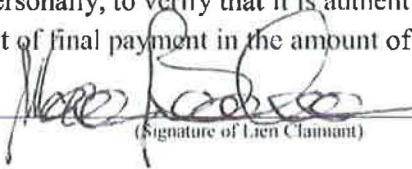
described as Eight Mile Water Main, Club Lane to Turnberry
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or 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.

** This waiver is conditioned on the receipt of final payment in the amount of \$2,561.34

Signed on: March 13, 2018


(Signature of Lien Claimant)

Marco Banchemo

(Printed Name of Lien Claimant)

Managing Partner

(Title of Lien Claimant)

Company Name: Bricco Excavating Company, LLC

Address: 21201 Meyers Road, Oak Park, Michigan 48237

Telephone: 248-547-6963

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