



**CITY OF NOVI CITY COUNCIL
SEPTEMBER 11, 2023**

SUBJECT: Consideration of approval of the final payment to D & D Water & Sewer, Inc. for the Hilton Sanitary Sewer Force Main Replacement project, in the amount of \$176,191.25, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 131,078.75 Expense \$ 45,112.50 Retainage \$ 176,191.25 Total
AMOUNT BUDGETED	\$ 954,471.00 FY 2022-23 Budget
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-976.072

BACKGROUND INFORMATION:

This project involved the installation of a new parallel force main downstream of the Hilton Pump Station, near Eight Mile and Haggerty Roads. The existing force main is 38 years old and was identified in the 2014 Sanitary Sewer Master Plan for replacement. A failure at this station would result in a sanitary sewer overflow into nearby basements and eventually into adjacent water bodies. It was decided to leave the existing ductile iron force main in place as a redundant back up should the new force main ever be damaged or need repair.

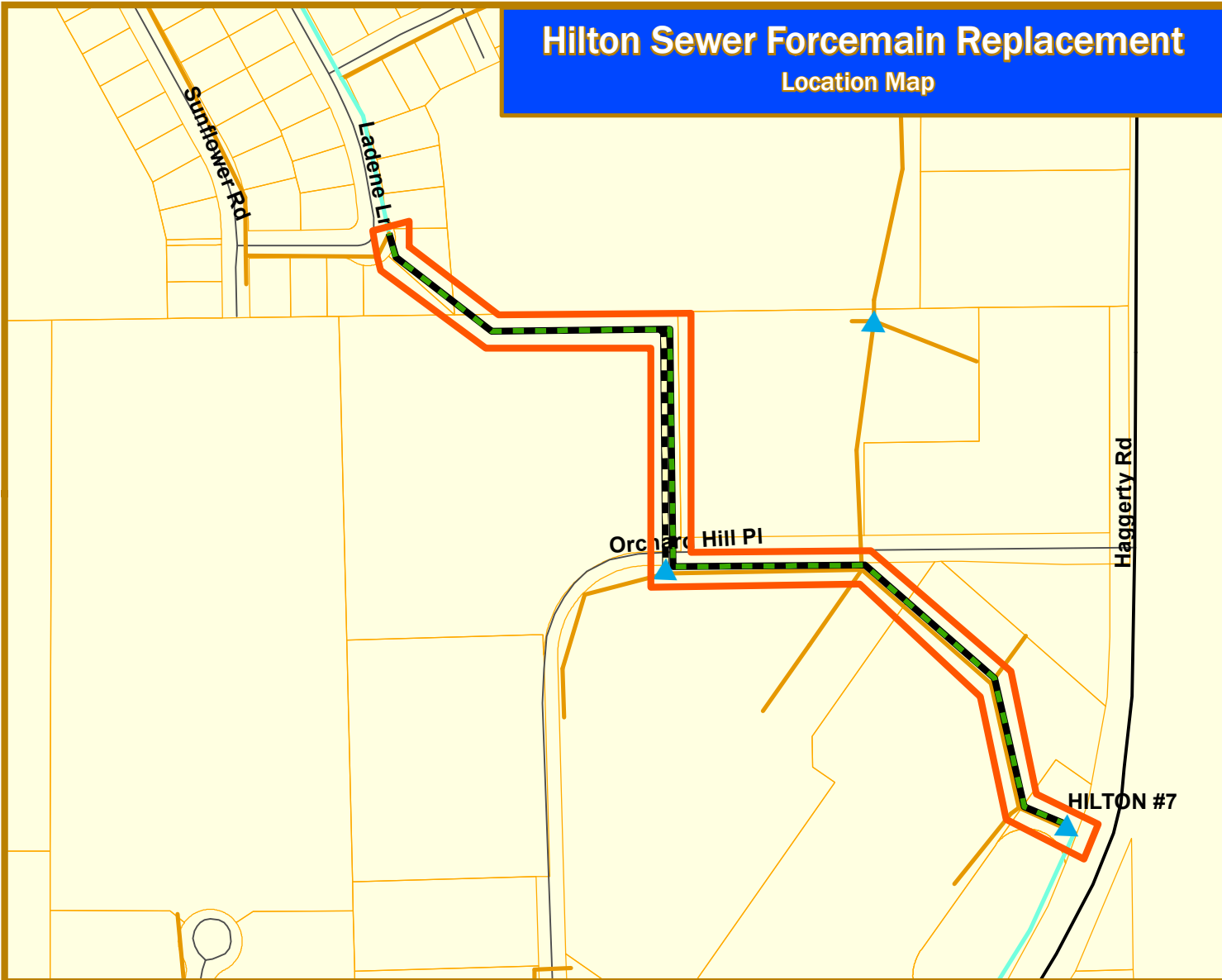
The construction contract was approved at the February 28, 2022, City Council meeting to D & D Water & Sewer, Inc., in the amount of \$881,250.00. Staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$176,191.25 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, August 30, 2023).

There was one (1) approved change order issued resulting in an overall decrease of \$74,827.50 or 8.5% under the awarded amount. This approved change order resulted in a final contract price of \$806,422.50.

RECOMMENDED ACTION: Approval of the final payment to D & D Water & Sewer, Inc., for the Hilton Sanitary Sewer Force Main Replacement project, in the amount of \$176,191.25, plus interest earned on retainage.

Hilton Sewer Forcemain Replacement

Location Map









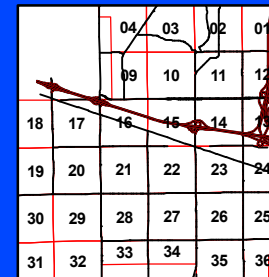
Map Author: Rebecca Runkel
 Date: 12/4/2020
 Project: Hilton Forcemain
 Version #: 1.0

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.

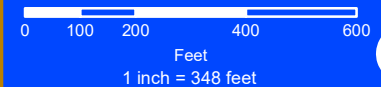
Map Legend

-  Sanitary Lift Station
-  2"
-  8"
-  8"
-  10"
-  Other



City of Novi

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



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

August 30, 2023

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

Re: *Hilton Pump Station Force Main – D & D Water & Sewer, Inc.*

Dear Mr. Staup:

We have received and reviewed closing documents for the Hilton Pump Station Force Main Project:

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

The closing documents appear to be in order. The Maintenance Bond that was originally provided is satisfactory for the final project cost. 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
Enclosure

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



CITY OF NOVI

Balance Due This Payment = \$ 176,191.25

PURCHASE ORDER NO.
96913

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Hilton Pump Station Forcemain Replacement
NOVI PROJECT NO.: 22-1202
CIP NO.: WTS026
PAYMENT NO.: FINAL

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: D & D Water & Sewer, Inc.
 5700 Sheldon Road South
 Canton, Michigan 48188
 (734) 397-3386

CONTRACT AMOUNT
ORIGINAL: \$881,250.00
REVISED: \$806,422.50

FINAL COMPLETION DATES
ORIGINAL: June 30, 2023
REVISED:
ACTUAL:

DATES OF ESTIMATE
FROM: January 18, 2023
TO: June 30, 2023

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Hilton Forcemain Replacement - Base Bid GL# 592-536.00-976.072			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
0	Crew Days - Division 1 - Base Bid	CD	30.00	\$ 700.00	\$ 21,000.00	30.00	\$ 700.00	\$ 21,000.00	11.50	\$ 8,050.00	38%	41.50	\$ 29,050.00	138%	
0	Crew Days - Division 2	CD	0.00	\$ 700.00		0.00	\$ 700.00					0.00			
0	Crew Days - Division 3	CD	0.00	\$ 700.00		0.00	\$ 700.00					0.00			
0	Crew Days - Division 4	CD	0.00	\$ 700.00		0.00	\$ 700.00					0.00			
0	Crew Days - Division 5	CD	0.00	\$ 700.00		0.00	\$ 700.00					0.00			
	TOTAL CREW DAYS		30.00	\$ 700.00	\$ 21,000.00	30.00	\$ 700.00	\$ 21,000.00	11.50	\$ 8,050.00	38%	41.50	\$ 29,050.00	138%	
1	Bonds, Insurance & Mobilization (10%)	LS	1.00	\$ 90,325.00	\$ 90,325.00	1.00	\$ 90,325.00	\$ 90,325.00	0.25	\$ 22,581.25	25%	1.00	\$ 90,325.00	100%	
2	Pre-Construction Audio/Visual	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%	
3	Temporary Traffic Control Devices	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00	0.25	\$ 2,500.00	25%	1.00	\$ 10,000.00	100%	
4	SESC Measures	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%	
5	Clearing and Grubbing	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%	
6	Restoration	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	100%	1.00	\$ 30,000.00	100%	
7	By-Pass Pumping	LS	1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ 5,000.00	\$ -				0.00			
8	Tree Protection Fence	LF	650.00	\$ 5.00	\$ 3,250.00	0.00	\$ 5.00	\$ -				0.00			
9	Curb and Gutter, Remove	LF	90.00	\$ 10.00	\$ 900.00	42.00	\$ 10.00	\$ 420.00	42.00	\$ 420.00	100%	42.00	\$ 420.00	100%	
10	Pavement, Remove	SY	173.00	\$ 10.00	\$ 1,730.00	189.80	\$ 10.00	\$ 1,898.00	189.80	\$ 1,898.00	100%	189.80	\$ 1,898.00	100%	
11	Tree, Rem, 6-inch to 18-inch	EA	7.00	\$ 500.00	\$ 3,500.00	5.00	\$ 500.00	\$ 2,500.00				5.00	\$ 2,500.00	100%	
12	Subgrade Undercut (as needed)	CY	50.00	\$ 50.00	\$ 2,500.00	0.00	\$ 50.00	\$ -				0.00			
13	HDPE to Ductile Iron Adapter	EA	14.00	\$ 2,500.00	\$ 35,000.00	15.00	\$ 2,500.00	\$ 37,500.00	1.00	\$ 2,500.00	7%	15.00	\$ 37,500.00	100%	
14	Aggregate Base, 8-inch	SY	159.00	\$ 35.00	\$ 5,565.00	9.30	\$ 35.00	\$ 325.50	9.30	\$ 325.50	100%	9.30	\$ 325.50	100%	
15	Aggregate Base, 6-inch	SY	36.00	\$ 30.00	\$ 1,080.00	55.50	\$ 30.00	\$ 1,665.00	55.50	\$ 1,665.00	100%	55.50	\$ 1,665.00	100%	
16	HMA, 36A	TON	5.00	\$ 350.00	\$ 1,750.00	0.00	\$ 350.00	\$ -				0.00			
17	HMA, 13A	TON	7.00	\$ 350.00	\$ 2,450.00	0.00	\$ 350.00	\$ -				0.00			
18	HMA, 3C	TON	42.00	\$ 350.00	\$ 14,700.00	14.77	\$ 350.00	\$ 5,169.50	14.77	\$ 5,169.50	100%	14.77	\$ 5,169.50	100%	
19	HMA, 4C	TON	42.00	\$ 350.00	\$ 14,700.00	0.00	\$ 350.00	\$ -				0.00			
20	HMA, 5E1	TON	24.00	\$ 350.00	\$ 8,400.00	14.77	\$ 350.00	\$ 5,169.50				0.00			
21	Curb and Gutter, Conc, Det F4	LF	90.00	\$ 100.00	\$ 9,000.00	42.00	\$ 100.00	\$ 4,200.00	42.00	\$ 4,200.00	100%	14.77	\$ 5,169.50	100%	
22	Pipe Bursting	LF	181.00	\$ 150.00	\$ 27,150.00	0.00	\$ 150.00	\$ -				42.00	\$ 4,200.00	100%	
23	Directional Drill, 10-inch HDPE	LF	1939.00	\$ 150.00	\$ 290,850.00	2297.00	\$ 150.00	\$ 344,550.00	358.00	\$ 53,700.00	16%	2297.00	\$ 344,550.00	100%	
24	Sanitary Forcemain, 10-inch Ductile Iro	LF	426.00	\$ 150.00	\$ 63,900.00	128.00	\$ 150.00	\$ 19,200.00	60.00	\$ 9,000.00	47%	128.00	\$ 19,200.00	100%	
TOTAL THIS SHEET				\$ 628,250.00		\$ 559,422.50		\$ 139,128.75		\$ 559,422.50	100%				



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Hilton Pump Station Forcemain Replacement

NOVI PROJECT NO.: 22-1202
 CIP NO.: WTS026

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Hilton Forcemain Replacement		Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit			Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
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	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -				\$ -	\$ -	
TOTAL FROM OTHER SHEETS					\$ 881,250.00		\$ 806,422.50		\$ 139,128.75		\$ 806,422.50		
GRAND TOTAL					\$ 881,250.00		\$ 806,422.50		\$ 139,128.75		\$ 806,422.50	100%	



CITY OF NOVI

PURCHASE ORDER NO.

96913

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Hilton Pump Station Forcemain Replacement
NOVI PROJECT NO.: 22-1202
CIP NO.: WTS026
PAYMENT NO.: FINAL

Original Contract Amount:	\$	881,250.00
Change Orders:	\$	(74,827.50)
Adjusted Contract Amount to Date:	\$	806,422.50
Total Cost of Work Performed to Date:	\$	806,422.50
MINUS Retainage:	\$	-
MINUS Inspection "Crew Days":	To Date	8,050.00
	This Pay	
Net Amt. Earned of Contract and Extra Work to Date:	\$	798,372.50
MINUS L.D.'s:	# of days over =	-
	\$ amount/day =	\$900
Subtotal:	\$	798,372.50
ADD Incentive "Crew Days", if under:	\$	-
Subtotal:	\$	798,372.50
MINUS Amount of Previous Payments:	\$	622,181.25
1 \$	81,024.50	
2 \$	280,912.80	
3 \$	260,243.95	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	
BALANCE DUE THIS PAYMENT:	\$	176,191.25

CHANGE ORDERS

No.	Date	Amount
1	June 30, 2023	\$ (74,827.50)
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (74,827.50)

Inspection "Crew Days" Allowed per Contract:	30.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	30.00
Inspection "Crew Days" Used to Date:	41.50
Inspection "Crew Days" Remaining:	-11.50



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:	Hilton Pump Station Forcemain Replacement	NOVI PROJECT NO.:	22-1202	PAYMENT NO.:	FINAL
		CIP NO.:	WTS026		

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

Mark DiMichele

D & D Water & Sewer, Inc.
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker

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.



WORK CHANGE DIRECTIVE & CHANGE ORDER No. 1

PURCHASE ORDER NO.
96913

NOVI NO.: 22-1202
CIP NO.: WTS026

Project: Hilton Pump Station Forcemain Replacement

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

Engineer: Spalding DeDecker
905 South Boulevard East
Rochester, Michigan 48037
(248) 844-5400

Contractor: D & D Water & Sewer, Inc.
5700 Sheldon Road South
Canton, Michigan 48188
(734) 397-3386

This document hereby renders changes in the Work, changes in the Contract Time and changes in the Contract Price by adding, deducting and/or balancing individual Contract line items through a signed authorization of the Prime Contractor, Owner, and Engineer.

Drafted Date: June 30, 2023

Reasoning: Balancing

EXISTING CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price		
						Add	Deduct	
0	1	"Crew Days" - Base Bid	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	2	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	3	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	4	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	5	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
7	1	Bypass Pumping	LS	\$ 5,000.00	1.00		\$5,000.00	
8	1	Tree Protection Fence	LF	\$ 5.00	650.00		\$3,250.00	
9	1	Curb and Gutter, Remove	LF	\$ 10.00	48.00		\$480.00	
10	1	Pavement, Remove	SY	\$ 10.00	16.80	\$168.00		
11	1	Tree, Rem. 6-inch to 18-inch	EA	\$ 500.00	2.00		\$1,000.00	
12	1	Subgrade Undercut (as needed)	CY	\$ 50.00	50.00		\$2,500.00	
13	1	HDPE to Ductile Iron Adapter	EA	\$ 2,500.00	1.00	\$2,500.00		
14	1	Aggregate Base, 8-inch	SY	\$ 35.00	149.70		\$5,239.50	
15	1	Aggregate Base, 6-inch	SY	\$ 30.00	19.50	\$585.00		
16	1	HMA, 36A	TON	\$ 350.00	5.00		\$1,750.00	
17	1	HMA, 13A	TON	\$ 350.00	7.00		\$2,450.00	
18	1	HMA, 3C	TON	\$ 350.00	27.23		\$9,530.50	
19	1	HMA, 4C	TON	\$ 350.00	42.00		\$14,700.00	
20	1	HMA, 5E1	TON	\$ 350.00	9.23		\$3,230.50	
21	1	Curb and Gutter, Conc, Det F4	LF	\$ 100.00	48.00		\$4,800.00	
22	1	Pipe Bursting	LF	\$ 150.00	181.00		\$27,150.00	
23	1	Directional Drill, 10-inch HDPE	LF	\$ 150.00	358.00	\$53,700.00		
24	1	Sanitary Forcemain, 10-inch Ductile Iron	LF	\$ 150.00	298.00		\$44,700.00	
30	1	Structure Tap	EA	\$ 3,500.00	1.00		\$3,500.00	
31	1	Manhole Bench Restoration	EA	\$ 2,500.00	1.00		\$2,500.00	
						Subtotals	\$56,953.00	\$131,780.50
						Total		-\$74,827.50



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No 0816165

PROJECT: <i>(Name and address)</i> Hilton Forcemain Replacement. Job No. NV20005	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Novi 45175 W. Ten Mile Road Novi, MI 48375-3024	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input checked="" type="checkbox"/>
		OTHER: <input type="checkbox"/>

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

Harco National Insurance Company
PO Box 10800
Raleigh, NC 27605-0800

on bond of
(Insert name and address of Contractor)

D & D Water & Sewer, Inc.
5700 South Sheldon Rd
Canton, MI 48188

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

, SURETY,

, CONTRACTOR,

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **08/11/2023**
(Insert in writing the month followed by the numeric date and year.)

Harco National Insurance Company

(Surety)

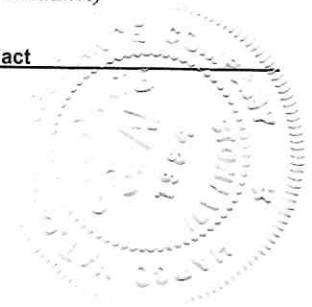
(Signature of authorized representative)

Susan L. Small, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):

Deanne Turner



POWER OF ATTORNEY

Bond # 0816165

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, KATHLEEN M. IRELAN, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER, T.J. GRIFFIN, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

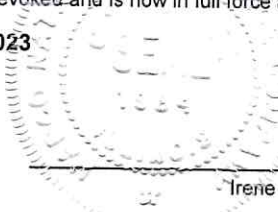
Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **8/11/2023**

A00502



Irene Martins, Assistant Secretary



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF WAYNE

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

PRESIDENT (Title) of the DED WATER & SEWER, INC. (Firm Name)

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

NOVI HULTON FORCE MAIN (Description of Improvement)

located at: NOVI, MICHIGAN

The total amount of the contract is 806,422⁵⁰/₁₀₀ of which I have received payment of 622,181.25 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 28 day of JULY, 2023

Name: Mark [Signature]
(individual/corporation/partnership)

By: PRESIDENT (Title) Attest: _____ (Title)

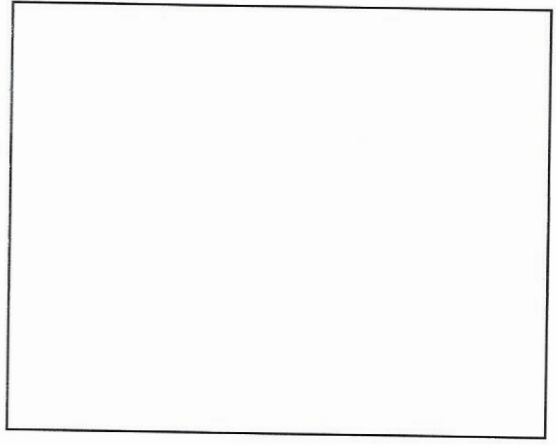
Subscribed and sworn to before me this 28th day of July, 2023

Notary Public: [Signature]

Jabin B. Young
Notary Public, State of MI
County of Wayne
My Commission Expires Mar. 13, 2025
Acting in the County of Wayne



NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Advance Concrete Products	Precast Vaults	\$22,862.08	\$22,862.08		0.0%	\$0.00
ETNA Supply	Pipe and Fittings	\$139,662.25	\$139,662.25		0.0%	\$0.00
Nagle Paving Co	Asphalt Pavement	\$11,806.00	\$11,806.00		0.0%	\$0.00
DanK Restoration	Landscape Restoration	\$46,819.95	\$46,819.95		0.0%	\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTALS		\$221,150.28	\$221,150.28	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$881,250.00</u>	Work Completed to Date: <u> \$806,422.50</u>
Plus: Extras to Contract: <u> \$0.00</u>	Less: Total Retainage: <u> \$8,050.00</u>
Total: Contract plus Extras: <u> \$881,250.00</u>	Less: Amount Previously Paid: <u> \$622,181.25</u>
Less: Credits to Contract: <u> \$74,827.50</u>	Less: Amount of this Request: <u> \$0.00</u>
Total: Adjusted Contract: <u> \$806,422.50</u>	Total Balance Due: <u> \$176,191.25</u>



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D&D Water & Sewer to provide
(Prime Contracting Party)

Precast Concrete Vaults for the improvement of the property
(Type of service)

described as Hilton Forcemain Replacement
(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.

Signed on: 8/7/23

[Handwritten Signature]
(Signature of Lien Claimant)

ADAM SANCIA
(Printed Name of Lien Claimant)

OPERATIONS
(Title of Lien Claimant)

Company Name: Advance Concrete Products Co.

Address: 975 N. Milford Rd.

Telephone: 248-887-4173

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

22-1212



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D3D Water & Sewer to provide
(Prime Contracting Party)

pipe & Fittings for the improvement of the property
(Type of service)

described as Novi Hilton
(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.

Signed on: 8-7-23

Bill Minor
(Signature of Lien Claimant)

Bill Minor
(Printed Name of Lien Claimant)

Credit Mgr
(Title of Lien Claimant)

Company Name: Etwa Supply

Address: 4109 Clay Grand Rapids, MI 49548

Telephone: 616-514-5140

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D & D Water + Sewer, Inc. to provide
(Prime Contracting Party)

asphalt for the improvement of the property
(Type of service)

described as Novi Hilton
(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.

Signed on: 8/7/23

[Signature]
(Signature of Lien Claimant)

Melissa A. Fisher
(Printed Name of Lien Claimant)

Executive Assistant
(Title of Lien Claimant)

Company Name: Nagle Paving Company

Address: 39525 W. 13. Mile Rd, Ste 300, Novi MI, 48377

Telephone: 248 553 0600

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with D & D WATER & SEWER to provide
(Prime Contracting Party)

RESTORATION for the improvement of the property
(Type of service)

described as NOVI ORCHARD HILL PLACE
(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.

Signed on: 8-9-23

[Signature]
(Signature of Lien Claimant)

NICOLE KEENAN
(Printed Name of Lien Claimant)

PRESIDENT
(Title of Lien Claimant)

Company Name: DAN K'S INC

Address: 28520 BARBARA LN GROSSE ILE MI 48138

Telephone: 734 671-5691

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Sanitary Sewer Forcemain for the improvement of the property
(Type of service)

described as Novi Hilton Forcemain
(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.

Signed on: 7/28/2023

Mark DiMichele

(Signature of Lien Claimant)

Mark DiMichele

(Printed Name of Lien Claimant)

President

(Title of Lien Claimant)

Company Name: D & D Water & Sewer, Inc

Address: 5700 Sheldon Rd S, Canton MI 48188

Telephone: 734-397-3386

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