



CITY of NOVI CITY COUNCIL

Agenda Item K
February 5, 2018

SUBJECT: Approval of the final payment to Macomb Pipeline and Utilities Company for the Andes Hills Court Water Main Extension (Contract Special Assessment District 180) project in the amount of \$6,504.39, plus interest earned on retainage.

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

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 6,504.39
AMOUNT BUDGETED	\$ 175,000.00
LINE ITEM NUMBER	592-592.00-976.037

BACKGROUND INFORMATION:

At the request of the Andes Hills Condominium, a Special Assessment District (SAD) was created for the purpose of financing the installation of a water main extension along Andes Hills Court (the west side of Taft Road, just south of Grand River Avenue). The project involved the extension of an 8-inch public water main from the east side of Taft Road to serve the eleven residents in the condominium (see attached location map). Resolution No. 1 was approved at the February 27, 2017 City Council meeting, which authorized the preparation of the plans, specifications, and detailed cost estimate. The construction contract was awarded for this project at the August 14, 2017 City Council meeting to Macomb Pipeline and Utilities Company, in the amount of \$124,233.00.

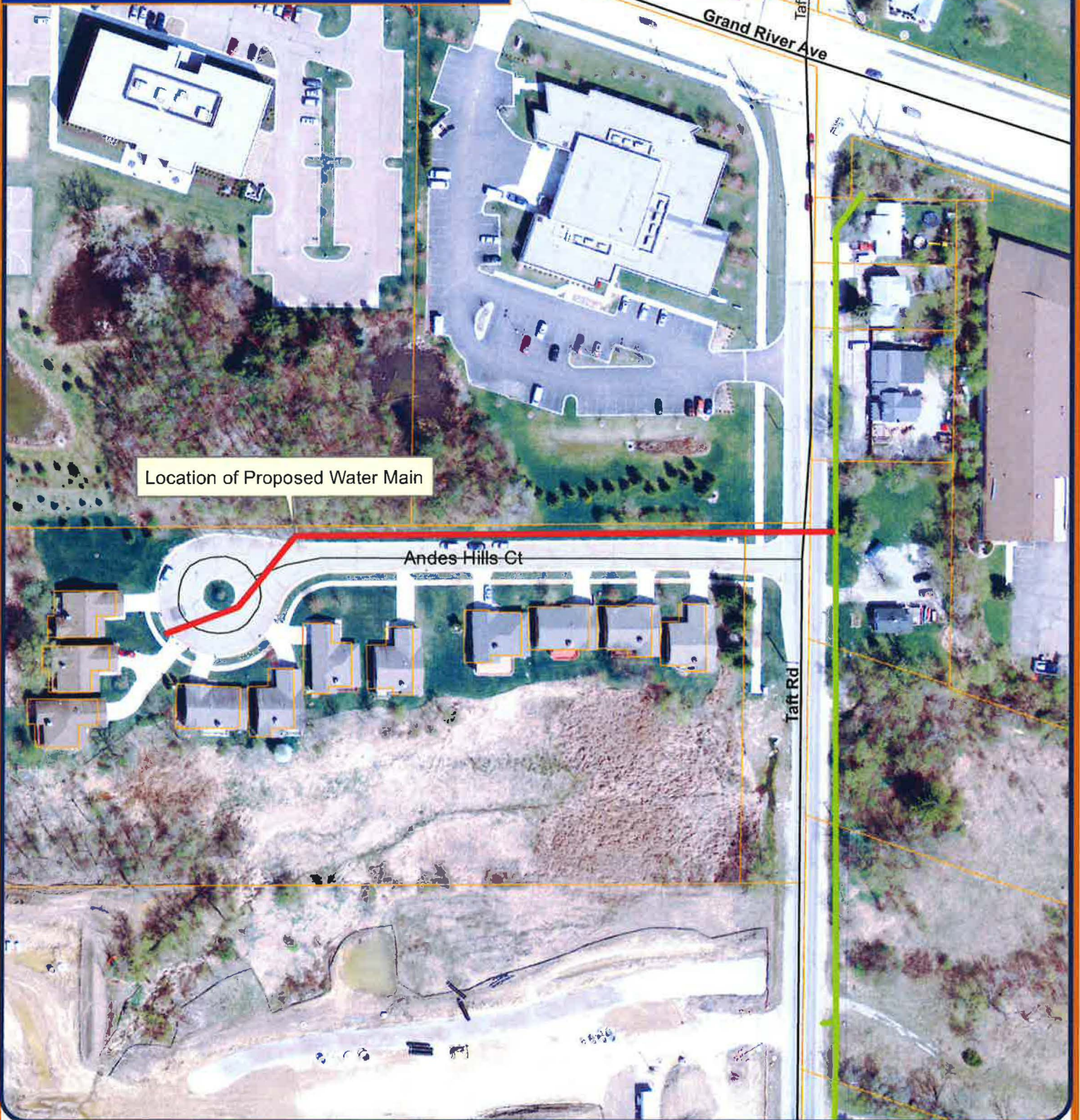
Engineering staff worked with the engineering consultant for this project, Spalding DeDecker (SDA), to review and verify the final contract payment amount of \$6,504.39 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, January 11, 2018).

There were two (2) approved change orders issued for this project resulting in a decrease of \$3,265.18 to the construction contract, or 2.6% under the awarded amount. The approved change orders resulted in a final contract price of \$120,967.82.

RECOMMENDED ACTION: Approval of the final payment to Macomb Pipeline and Utilities Company for the Andes Hills Court Water Main Extension (Contract Special Assessment District 180) project in the amount of \$6,504.39, plus interest earned on retainage.

ANDES HILLS WATER MAIN SAD

Location Map



Map Author: Croy
Date: 8/4/17
Project: Andes Hills WM SAD
Version #: v4.0

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.



1 inch = 125 feet



City of Novi

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

SAD-180 ANDES HILLS WATER MAIN EXTENSION



Backfilling the new water main within the Andes Hills Court cul-de-sac



Removing existing asphalt on Taft Road for installation of new water main



Placing new asphalt in the water main trench



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 11, 2018

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

**Re: *Andes Hills Water Main Extension – Macomb Pipeline & Utilities, Co.
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Andes Hills Water Main Extension Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond, although unsigned in this packet, is signed and sealed in all of the Contract Manuals and appears to be in order. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien at the time it receives final payment.

Please feel free to contact me with any questions or concerns in regard to this matter.

Aaron Staup, Construction Engineer
January 11, 2018
Page 2

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

Enclosures

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
Ben Croy, Water & Sewer Senior Manager
George Melistas, Engineering Senior Manager
Ghassan Dahoui, Spalding DeDecker
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 6,504.39

PURCHASE ORDER NO.

95275

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

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD 180 - Andes Hills Water Main	NOVI PROJECT NO.: 17-4201	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR: Macomb Pipeline & Utilities, Co. 44444 Mound Road, Suite 640 Sterling Heights, Michigan 48314 (586) 726-7552
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$124,233.00	ORIGINAL: October 27, 2017	FROM: November 7, 2017
REVISED: \$120,967.82	REVISED:	TO: January 17, 2018
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	SAD-180 Andes Hills Water Main Extension GL# 592-592.00-976.037			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	Constr. Inspection "Crew Day"	CD		18.00	\$ 640.00	\$ 11,520.00	18.00	\$ 640.00	\$ 11,520.00				18.50	\$ 11,840.00	103%	
1	Bonds, Insurance and Mobilization	LS		1.00	\$ 6,750.00	\$ 6,750.00	1.00	\$ 6,750.00	\$ 6,750.00				1.00	\$ 6,750.00	100%	
2	Pre-Construction Audio/Visual	LS		1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	\$ 1,200.00				1.00	\$ 1,200.00	100%	
3	Soil Erosion and Sedimentation Control	LS		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%	
4	Temporary Traffic Control Devices	LS		1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 3,500.00				1.00	\$ 3,500.00	100%	
5	Tree Protection Fencing (As Needed)	LF		150.00	\$ 5.00	\$ 750.00	430.00	\$ 5.00	\$ 2,150.00				430.00	\$ 2,150.00	100%	
6	HMA Surface Remove, Modified	SY		236.00	\$ 20.00	\$ 4,720.00	126.39	\$ 20.00	\$ 2,527.80				126.39	\$ 2,527.80	100%	
7	Curb and Gutter, Conc. Remove	LF		39.00	\$ 15.00	\$ 585.00	25.50	\$ 15.00	\$ 382.50				25.50	\$ 382.50	100%	
8	Sidewalk, Remove	SF		75.00	\$ 2.00	\$ 150.00	75.00	\$ 2.00	\$ 150.00				75.00	\$ 150.00	100%	
9	8" CI 54 DI WM - Sand Backfill	LF		216.00	\$ 85.00	\$ 18,360.00	207.00	\$ 85.00	\$ 17,595.00	32.00	\$ 2,720.00	15%	207.00	\$ 17,595.00	100%	
10	8" CI 54 DI WM - Standard Backfill	LF		339.00	\$ 70.00	\$ 23,730.00	339.00	\$ 70.00	\$ 23,730.00	-32.00	\$ (2,240.00)	-9%	339.00	\$ 23,730.00	100%	
11	8" CI 54 DI WM - Tunnel 16" Casing	LF		100.00	\$ 200.00	\$ 20,000.00	0.00	\$ 200.00	\$ -				0.00			
12	Connect 8-inch WM to Existing	EA		1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 3,500.00				1.00	\$ 3,500.00	100%	
13	1-inch Type K Water Service w/ VB	EA		11.00	\$ 1,500.00	\$ 16,500.00	11.00	\$ 1,500.00	\$ 16,500.00				11.00	\$ 16,500.00	100%	
14	Standard Hydrant Assembly	EA		2.00	\$ 4,000.00	\$ 8,000.00	2.00	\$ 4,000.00	\$ 8,000.00				2.00	\$ 8,000.00	100%	
15	Aggregate Base, 6-inch	SY		9.00	\$ 10.00	\$ 90.00	6.94	\$ 10.00	\$ 69.40				6.94	\$ 69.40	100%	
16	Aggregate Base, 8-inch	SY		236.00	\$ 8.00	\$ 1,888.00	126.39	\$ 8.00	\$ 1,011.12				126.39	\$ 1,011.12	100%	
17	Curb and Gutter, Conc. Modified	LF		39.00	\$ 40.00	\$ 1,560.00	25.50	\$ 40.00	\$ 1,020.00				25.50	\$ 1,020.00	100%	
18	Sidewalk, Conc, 4-inch	SF		75.00	\$ 6.00	\$ 450.00	75.00	\$ 6.00	\$ 450.00				75.00	\$ 450.00	100%	
19	HMA, 5E1	TON		26.00	\$ 125.00	\$ 3,250.00	13.90	\$ 125.00	\$ 1,737.50				13.90	\$ 1,737.50	100%	
20	HMA, 3C	TON		26.00	\$ 125.00	\$ 3,250.00	13.90	\$ 125.00	\$ 1,737.50				13.90	\$ 1,737.50	100%	
21	Restoration	LS		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%	
TOTAL THIS SHEET					\$	124,233.00		\$	98,010.82		\$	480.00		\$	98,010.82	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD 180 - Andes Hills Water Main

NOVI PROJECT NO.: 17-4201

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	%
22	Open Cut Water main under Taft Road	LS	1	592-592.00-976.037	1.00	\$ 22,957.00	\$ 22,957.00				1.00	\$ 22,957.00	100%
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	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET						\$ 22,957.00	\$ 22,957.00		\$ -		\$ 22,957.00		
TOTAL FROM OTHER SHEETS					\$ 124,233.00	\$ 98,010.82	\$ 98,010.82		\$ 480.00		\$ 98,010.82		
GRAND TOTAL					\$ 124,233.00	\$ 120,967.82	\$ 120,967.82		\$ 480.00		\$ 120,967.82	100%	



CITY OF NOVI

PURCHASE ORDER NO.

95275

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD 180 - Andes Hills Water Main NOVI PROJECT NO.: 17-4201 PAYMENT NO.: FINAL

Original Contract Amount: \$ 124,233.00

Change Orders: \$ (3,265.18)

Adjusted Contract Amount to Date: \$ 120,967.82

Total Cost of Work Performed to Date: \$ 120,967.82

MINUS Retainage:

MINUS Inspection "Crew Days": To Date \$ 320.00
 This Pay

Net Amt. Earned of Contract and Extra Work to Date: \$ 120,647.82

MINUS L.D.'s: # of days over = \$ -
 \$ amount/day =

Subtotal: \$ 120,647.82

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 120,647.82

MINUS Amount of Previous Payments: \$ 114,143.43

1 \$ 66,633.65
 2 \$ 47,509.78
 3 \$ -
 4 \$ -
 5 \$ -
 6 \$ -
 7 \$ -
 8 \$ -
 9 \$ -
 10 \$ -

BALANCE DUE THIS PAYMENT: \$

CHANGE ORDERS

No.	Date	Amount
1	November 1, 2017	\$ (3,745.18)
2	January 17, 2018	\$ 480.00
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (3,265.18)

Inspection "Crew Days" Allowed per Contract:	18.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	18.00
Inspection "Crew Days" Used to Date:	18.50
Inspection "Crew Days" Remaining:	-0.50



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: SAD 180 - Andes Hills Water Main NOVI PROJECT NO.: 17-4201 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

John Valenza

Macomb Pipeline & Utilities, Co.
CONTRACTOR - 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: 2018.01.18 07:49:17 -05'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Ghassan K. Dahoui Ghassan K. Dahoui
Jan 18 2018 7:42 AM

Spalding DeDecker & Associates
CONSULTANT - Electronic Signature Certification

 Digitally signed by Ben Croy
Date: 2018.01.19 08:20:15
-05'00'

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

**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. 2260883

PROJECT: Andes Hills Court Water Main Extension
(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:

Macomb Pipeline & Utilities Co.
44444 Mound Rd. Ste. 640
Sterling Heights, MI 48314

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

North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

, SURETY COMPANY

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

Macomb Pipeline & Utilities Co.
44444 Mound Rd. Ste. 640
Sterling Heights, MI 48314

, 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.

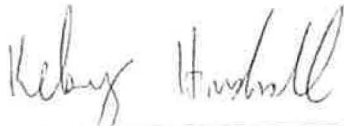
IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 12th day of December, 2017

Surety Company
North American Specialty Insurance Company

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

ROBERT TROBEC, KATHLEEN M. IRELAN, IAN J. DONALD,
JEFFREY A. CHANDLER, ALAN P. CHANDLER and SUSAN L. SMALL.

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of May, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 12th day of May, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of December, 2017.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Macomb Pipeline & Utilities Co. hereinafter called the "Principal", and North American Specialty Insurance Company

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

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of One Hundred Twenty Four Thousand, Two Hundred Thirty Three Dollars (\$124,233.00) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____ day of _____, for the construction of

Andes Hills Court Water Main Extension

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

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

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

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

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



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

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

Signed and Sealed this 17th day of August, 20 17.

In the Presence of:

WITNESS

MACOMB PIPELINE & UTILITIES CO.

Principal

Title North American Specialty Insurance Company

Surety
Susan L. Small, Attorney-In-Fact

Title
1450 American Lane, Suite 1100

Address of Surety
Schaumburg, IL 60173

2260883

Bond No.

City Zip Code



SWORN STATEMENT

State of Michigan

County of Macomb } §

John Valenza, being duly sworn, states the following:

Macomb Pipeline & Utilities Co.

is the (contractor)(subcontractor) for an improvement to the following real property in Wayne County, Michigan,
described as follows: Andes Hills Water Main

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
✓ DVM Utilities	Water Sewer	\$6,800.00	\$6,800.00	\$0.00	0	0	\$0.00
Nagle Paving	Asphalt	5,250.00	5,250.00	0.00	0	0	0
✓ PG Concrete	Concrete	1,020.00	1,020.00	0	0	0	0
✓ Jackies Trans	Dirt/Sand	7,211.16	7,211.16	0.00	0.00	0	0
✓ Ferguson	Material	23,968.71	23,968.71	0.00	0.00	0.00	0.00
Totals		44,249.87	44,249.87	0.00	0.00	0.00	0.00

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.*

I make this statement as the (contractor)(subcontractor) or as _____ of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE 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 UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

John Valenza
Dependent Printed Name
[Signature]
Dependent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

11 day of December, 2017

Rosanna Addella
Notary Public, Macomb County, Michigan

Addella

My Commission Expires:

8.20.2021

*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

FULL UNCONDITIONAL WAIVER

My/our contract with Macomb Pipeline & Utilities Co. to provide
Water services _____ (other contracting party)
_____ for the improvement of the property described as
Andes Hills Watermain

_____ 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.

DVM Utilities

(Printed Name of Lien Claimant)



(Signature of lien claimant)

Daniel DiLegge President

Signed on: 12-14-17

Address: 6045 SIMS DR SUITE 2

STERLING HILLS, MI 48313

Telephone: 586-979-0402

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

FULL UNCONDITIONAL WAIVER

My/our contract with Macomb Pipeline & Utilities Co. to provide
(other contracting party)
Asphalt for the improvement of the property described as
Andes Hills Water Main

_____ 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.

Nagle Paving

(Printed Name of Lien Claimant)

WF [Signature]
(Signature of lien claimant)

Bill JANELLE, CONTROLLER

Signed on: 12/15/17

Address: 39525 W. 13 MILE RD., STE 300

Novi, MI 48377

Telephone: 248-553-0000

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

email to: macombpipeline@comcast.net

FULL UNCONDITIONAL WAIVER

My/our contract with Macomb Pipeline & Utilities Co. to provide
Concrete (other contracting party)
Andes Hills Water Main for the improvement of the property described as

_____ 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.

PG Concrete

(Printed Name of Lien Claimant)

Marco Ceresese

(Signature of lien claimant)

Marco Ceresese President

Signed on: 12-22-17

Address: 13160 Laek

Shelby Tap. MI

Telephone: 586 944 7124

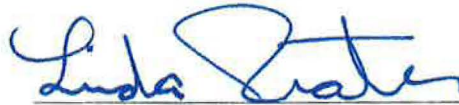
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with Macomb Pipeline & Utilities Co. to provide labor/materials for the improvement of the property described as Andes Hills Water Main 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.

Ferguson Waterworks #3386



Linda Prater, Credit Manager

Signed On: December 13, 2017

Address: 1931 Snow Road
Lansing MI 48917
Telephone: 517.322.0300

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