



CITY of NOVI CITY COUNCIL

Agenda Item J
January 28, 2019

SUBJECT: Approval of the final payment to Giannetti Building Development, LLC, to be assigned to the Surety (The Guarantee Company of North America USA) for the Country Place Force Main Replacement project in the amount of \$15,025.07, plus interest earned on retainage.

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

CITY MANAGER APPROVAL: *PA*

BACKGROUND INFORMATION:

This project involved improvements to the Country Place Pump Station and force main to increase the pump station capacity and redundancy at the station. A previous capacity study revealed the design peak flow would exceed the capacity of the station. In addition to capacity upgrades, the station was in need of redundancy upgrades as the existing force main was a 40-year old asbestos cement (AC) pipe, prone to failure. Also, the remote location of this pump station does not allow for the option to manually pump to a downstream location in the event of an emergency. If the existing force main were to fail, the station's flows could have backed up into the adjacent residential basements. Therefore, a new parallel force main was placed (approximately 2,000-feet in length), while leaving the existing AC force main in place as a redundant backup should the new force main ever be damaged or need repair.

Upon completion of the project, the general contractor, Giannetti Building Development, LLC, had failed to pay its subcontractor, Midwest Power Systems. The Contractor's surety, The Guarantee Company of North America USA, paid the claim to the subcontractor. Now, the Surety requests the City release the General Contractor's remaining retainage to them in order to recover a portion of the money paid to Midwest Power Systems. Therefore, the Surety and City Attorney have agreed to execute the attached Assignment of Retainage Agreement. The Surety also agrees to indemnify and hold harmless the City for any additional claims under the contract.

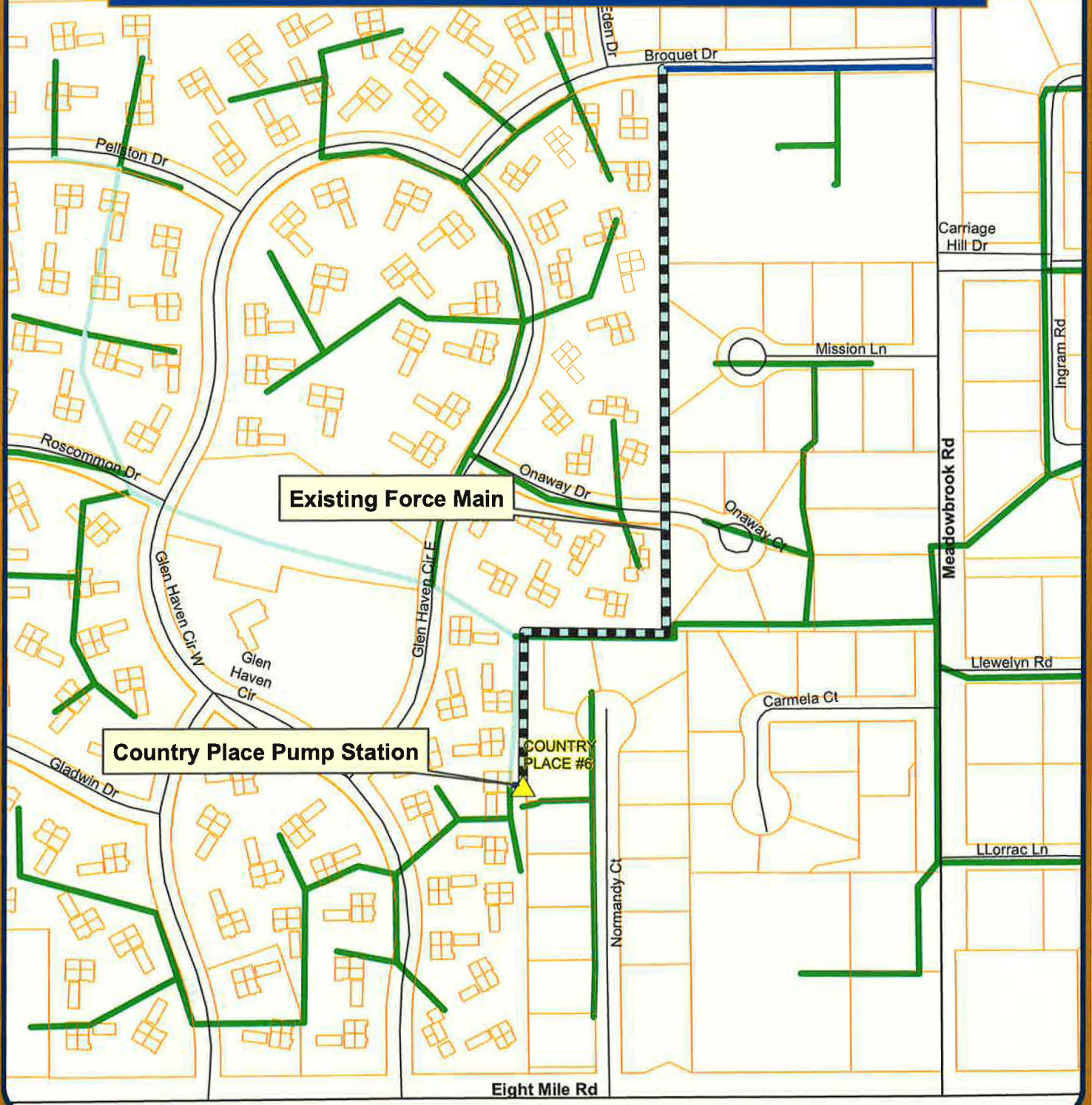
The construction contract was awarded for this project at the November 28, 2016 City Council meeting to Giannetti Building Development, LLC, in the amount of \$294,049.00. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$15,025.07 that is due the Contractor/Surety (Final Pay Estimate No. 5, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, December 18, 2018).

There was one (1) approved change order issued for this project resulting in an overall increase of \$6,452.48 to the construction contract, or 2.2% over the awarded amount. This change order constituted the balancing of all unit price items for the base contract items. The approved change order resulted in a final contract price of \$300,501.48.

RECOMMENDED ACTION: Approval of the final payment to Giannetti Building Development, LLC, to be assigned to the Surety (The Guarantee Company of North America USA) for the Country Place Force Main Replacement project in the amount of \$15,025.07, plus interest earned on retainage.

Country Place Force Main and Pump Station Improvements

Location Map



Map Author: Gray
 Date: 2/22/16
 Project: Country Place Pump Station
 Version #: v1.0

Amended By:
 Date:
 Department:

MAP REPRESENTATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet Federal Map Accuracy Standards and was derived from 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 licensed Michigan Surveyors as defined in Michigan Public Act 232 of 1970 as amended. Please contact the GIS Manager for contact source and accuracy information related to this map.



1 inch = 327 feet



City of Novi

Engineering Division
 Department of Public Services
 26300 Lee BeGala 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

December 18, 2018

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

Re: *Country Place Force Main Replacement - Giannetti Building Development, LLC*
Closing Documents - Revised

Dear Mr. Staup:

We have received and reviewed closing documents for the Country Place Force Main Replacement Project, including the following:

1. Application for Final Payment
2. Waiver of Lien (Midwest Power Systems)
3. Consent of Surety
4. Assignment of Retainage
5. Maintenance Bond Rider

As you are aware, the General Contractor on this Project, Giannetti Building Development, LLC, has failed to pay its subcontractor, Midwest Power Systems, in the amount of \$20,160.00. The Contractor's surety, The Guarantee Company of North America USA, has paid the claim to the subcontractor and is not aware of any other claims on the project. The surety has requested that the City release the General Contractor's remaining retainage to it to recover a portion of the \$20,160.00 that it paid to Midwest Power. In order to ensure that the City is not liable for any additional payments under the Contract, the surety and the Contractor have executed the enclosed Assignment of Retainage Agreement. The Assignment provides that the City will release the retainage to the surety in exchange for the surety and Contractor's agreement to indemnify and hold harmless the City for any additional claims under the contract. The Assignment of Retainage should be executed by the City's Finance Director. Once fully executed, we will return a copy of the signature page to the surety. The surety has directed us to contact them with additional claims that are made in this regard, if any.

Additionally, Midwest Power has provided the enclosed Sworn Statement and Waiver of Lien confirming that it has received full payment for its labor and/or materials related to the project.

Aaron Staup, Construction Engineering Coordinator
City of Novi
December 18, 2018
Page 2

The surety has provided the enclosed Maintenance Bond Rider with respect to the increased project cost. It has not been executed by the contractor but the surety has agreed to honor claims submitted directly to the surety based on the circumstances of the surety being unable to reach the contractor. Based on all of the above, the remaining retainage should be released to The Guarantee Company of North America USA. 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

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
George Melistas, Engineering Senior Manager (w/Enclosures)
Megan Mikus, Public Works Budget Analyst (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

ASSIGNMENT OF RETAINAGE TO SURETY AND RELEASE

GIANETTI BUILDING DEVELOPMENT, LLC, a Michigan limited liability company, whose registered address is located at 1850 Oak Trail, Oxford, MI 48370 ("Contractor") and the **CITY OF NOVI**, whose address is 45175 Ten Mile, Novi, Michigan 48375 ("City"), entered into a Contract for the replacement of the Country Place Force Main on December 19, 2016 ("Project").

The total contract amount was Two Hundred and Ninety-Four Thousand and Forty-Nine (\$294,049.00) Dollars. The total contract amount has been amended to \$300,501.48 as a result of change orders issued on the project. The City of Novi has paid the Contractor \$285,476.41 in progress payments. The City is holding \$15,025.07 in retainage.

Contractor failed to pay its subcontractor, Midwest Power Systems, Inc., ("Subcontractor") in the amount of Twenty Thousand One Hundred and Sixty (\$20,160.00) Dollars for work it completed on the Project. The surety, **The Guarantee Company of North America USA**, whose address is One Towne Square, Suite 1470, Southfield, Michigan 48076 ("Surety") paid Subcontractor in the amount of Twenty Thousand One Hundred and Sixty (\$20,160.00) Dollars pursuant to the claim made against the Contractor's Payment Bond No. GS10129537, for Claim No. G18030085. As a result of the payment, Surety has requested that the City release the remaining retainage to Surety for Contractor's liability on the Payment Bond claim. Contractor has agreed and hereby assigns the remaining retainage to the Surety.

FOR VALUE RECEIVED, Contractor hereby assigns to the Surety, its title and interest in monies due or to become due to Contractor from the City of Novi pursuant to its contract for construction of the project known as "Country Place Force Main Replacement," in an amount not to exceed \$15,025.07, the remaining retainage.

The City of Novi is hereby authorized and directed to pay the retainage due to Contractor to the Surety in an amount not to exceed \$15,025.07.

Contractor represents and warrants to the City that it has present title and the right to the remaining retainage/assigned funds and that they have not been previously assigned; and further, that they are not subject to any other claim including any arising from a preexisting security interest or setoff. Contractor hereby holds the City of Novi harmless from present and future claims and will defend and indemnify the City of Novi against any present or future claims arising out of this Assignment.

Upon receipt of the assigned proceeds, the City shall be released by Contractor and Surety from the payment of any additional costs, expenses, or amounts, whatsoever, arising from or related to the Project. The Contractor and Surety hereby acknowledge that the City has paid all required amounts due and owing under the Contract for the Project and shall not be held responsible for additional payments. Contractor and Surety will not seek additional payments from the City for the Contract amount, and hereby release and hold harmless the City from additional claims. Notwithstanding the above, the terms of the Contract shall remain in full force and effect.

This Release contains the entire agreement between the parties. The terms of this Release are contractual. This Release will be interpreted and enforced pursuant to the laws of the State of Michigan.

Contractor and Surety acknowledge that they have carefully read this Release and sign it as their own free act after having been given an unrestricted opportunity to seek the advice of an attorney.

Dated: October _____, 2018

CONTRACTOR:

GIANETTI BUILDING DEVELOPMENT, LLC,

By: _____
Ricky Giannetti

SURETY:

The Guarantee Company of North America USA,

By: _____

CITY:

CITY OF NOVI,
a Michigan municipal corporation

By: _____
Carl Johnson, Finance Director

ASSIGNMENT OF RETAINAGE TO SURETY AND RELEASE

GIANETTI BUILDING DEVELOPMENT, LLC, a Michigan limited liability company, whose registered address is located at 1850 Oak Trail, Oxford, MI 48370 ("Contractor") and the **CITY OF NOVI**, whose address is 45175 Ten Mile, Novi, Michigan 48375 ("City"), entered into a Contract for the replacement of the Country Place Force Main on December 19, 2016 ("Project").

The total contract amount was Two Hundred and Ninety-Four Thousand and Forty-Nine (\$294,049.00) Dollars. The total contract amount has been amended to \$300,501.48 as a result of change orders issued on the project. The City of Novi has paid the Contractor \$285,476.41 in progress payments. The City is holding \$15,025.07 in retainage.

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Contractor and Surety acknowledge that they have carefully read this Release and sign it as their own free act after having been given an unrestricted opportunity to seek the advice of an attorney.

Dated: October _____, 2018

CONTRACTOR:

GIANETTI BUILDING DEVELOPMENT, LLC,

By: _____
Ricky Giannetti

SURETY:

The Guarantee Company of North America USA,

By: Ann A. Clements

CITY:

CITY OF NOVI,
a Michigan municipal corporation

By: _____
Carl Johnson, Finance Director



CITY OF NOVI

Balance Due This Payment = \$ 16,025.07

PURCHASE ORDER NO.

95010

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Country Place FM-PS Replacement	NOVI PROJECT NO.: 16-1201	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: Giannetti Building Development, LLC 1850 Oak Trail Oxford, Michigan 48370 (248) 628-2594
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$294,049.00	ORIGINAL: June 3, 2017	FROM: October 20, 2017
REVISED: \$300,501.48	REVISED:	TO: December 1, 2018
ACTUAL:		

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Base Bid GL#592-592.00-976.008 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	30.00	\$ 640.00	\$ 19,200.00	30.00	\$ 640.00	\$ 19,200.00				30.00	\$ 19,200.00	100%
1	Bonds, Insurance & Mobilization (5%)	LS	1.00	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ 11,000.00				1.00	\$ 11,000.00	100%
2	Pre-Construction Audio-Visual DVD	LS	1.00	\$ 2,100.00	\$ 2,100.00	1.00	\$ 2,100.00	\$ 2,100.00				1.00	\$ 2,100.00	100%
3	Soil Erosion and Sedimentation Control	LS	1.00	\$ 1,030.00	\$ 1,030.00	1.00	\$ 1,030.00	\$ 1,030.00				1.00	\$ 1,030.00	100%
4	Temp Traffic Control Devices	LS	1.00	\$ 1,855.00	\$ 1,855.00	1.00	\$ 1,855.00	\$ 1,855.00				1.00	\$ 1,855.00	100%
5	Construction Protection Fencing (AN)	LF	300.00	\$ 1.10	\$ 330.00	388.00	\$ 1.10	\$ 426.80				388.00	\$ 426.80	100%
6	Clearing and Grubbing	LS	1.00	\$ 4,550.00	\$ 4,550.00	1.00	\$ 4,550.00	\$ 4,550.00				1.00	\$ 4,550.00	100%
7	Sidewalk, Remove	SF	200.00	\$ 4.00	\$ 800.00	260.00	\$ 4.00	\$ 1,040.00				260.00	\$ 1,040.00	100%
8	4-inch DI CI 54 Force Main, Complete	LF	5.00	\$ 204.00	\$ 1,020.00	3.00	\$ 204.00	\$ 612.00				3.00	\$ 612.00	100%
9	10-inch DI CI 54 Force Main	LF	35.00	\$ 152.00	\$ 5,320.00	74.00	\$ 152.00	\$ 11,248.00				74.00	\$ 11,248.00	100%
10	10-inch HDPE DIPS SDR-11 FM	LF	2019.00	\$ 58.00	\$ 117,102.00	2001.00	\$ 58.00	\$ 116,058.00				2001.00	\$ 116,058.00	100%
11	10-inch Gate Valve & Box	EA	1.00	\$ 1,882.00	\$ 1,882.00	1.00	\$ 1,882.00	\$ 1,882.00				1.00	\$ 1,882.00	100%
12	Submersible Pump, Remove & Replace	EA	2.00	\$ 31,500.00	\$ 63,000.00	2.00	\$ 31,500.00	\$ 63,000.00				2.00	\$ 63,000.00	100%
13	Control Panel Improvements	LS	1.00	\$ 12,600.00	\$ 12,600.00	1.00	\$ 12,600.00	\$ 12,600.00				1.00	\$ 12,600.00	100%
14	Submersible Level Transducer	EA	1.00	\$ 8,400.00	\$ 8,400.00	1.00	\$ 8,400.00	\$ 8,400.00				1.00	\$ 8,400.00	100%
15	Air Release Valve, Complete	EA	1.00	\$ 10,600.00	\$ 10,600.00	1.00	\$ 10,600.00	\$ 10,600.00				1.00	\$ 10,600.00	100%
16	Connection to Existing Force Main	EA	1.00	\$ 8,100.00	\$ 8,100.00	1.00	\$ 8,100.00	\$ 8,100.00				1.00	\$ 8,100.00	100%
17	Bypass Manhole, Complete	EA	1.00	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	\$ 12,000.00				1.00	\$ 12,000.00	100%
18	Construct MH over Existing 15" SS	EA	1.00	\$ 7,150.00	\$ 7,150.00	1.00	\$ 7,150.00	\$ 7,150.00				1.00	\$ 7,150.00	100%
19	Sidewalk, Conc, 4-inch, Complete	SF	200.00	\$ 18.00	\$ 3,600.00	260.00	\$ 18.00	\$ 4,680.00				260.00	\$ 4,680.00	100%
20	HMA Driveway, Complete	SY	35.00	\$ 96.00	\$ 3,360.00	40.83	\$ 96.00	\$ 3,919.68				40.83	\$ 3,919.68	100%
21	Restoration	LS	1.00	\$ 18,250.00	\$ 18,250.00	1.00	\$ 18,250.00	\$ 18,250.00				1.00	\$ 18,250.00	100%

TOTAL THIS SHEET \$ 294,049.00 \$ 300,501.48 \$ - \$ 300,501.48 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Country Place FM-PS Replacement

NOVI PROJECT NO.: 16-1201

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			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	\$ -	
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							\$ -		\$ -		\$ -		
TOTAL FROM OTHER SHEETS					\$ 294,049.00		\$ 300,501.48		\$ -		\$ 300,501.48		
GRAND TOTAL					\$ 294,049.00		\$ 300,501.48		\$ -		\$ 300,501.48		100%



CITY OF NOVI

PURCHASE ORDER NO.

95010

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Country Place FM-PS Replacement **NOVI PROJECT NO.:** 16-1201 **PAYMENT NO.:** FINAL

Original Contract Amount: \$ 294,049.00
Change Orders: \$ 6,452.48
Adjusted Contract Amount to Date: \$ 300,501.48
Total Cost of Work Performed to Date: \$ 300,501.48
MINUS Retainage:
MINUS Inspection "Crew Days": To Date \$ -
This Pay
Net Amt. Earned of Contract and Extra Work to Date: \$ 300,501.48
MINUS L.D.'s: # of days over =
\$ amount/day =
Subtotal: \$ 300,501.48
ADD Incentive "Crew Days", if under: \$ -
Subtotal: \$ 300,501.48
MINUS Amount of Previous Payments:
1 \$ 117,560.25
2 \$ 106,390.18
3 \$ 51,975.00
4 \$ 9,550.98
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -
BALANCE DUE THIS PAYMENT:

CHANGE ORDERS

No.	Date	Amount
1	August 14, 2017	\$ 6,452.48
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 6,452.48

Assign Payment To:
The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076
Payment Bond No. GS10129537
Claim No. G18030085

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:	30.00
Inspection "Crew Days" Remaining:	0.00



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Country Place FM-PS Replacement NOVI PROJECT NO.: 16-1201 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

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: 2019.01.09 08:47:10 -05'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

[Empty signature box]

Giannetti Building Development, LLC
CONTRACTOR - Electronic Signature Certification

Ghassan K. Dahoui Ghassan K. Dahoui
Jan 9 2019 8:31 AM
cosign

Spalding DeDecker & Associates
CONSULTANT - Electronic Signature Certification

Digitally signed by Ben Croy
Date: 2019.01.09 11:22:28
-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.

MIDWEST POWER SYSTEMS INC. Water Treatment Equipment Specialists

2401 Hickory Oak Lane
Milford, Michigan 48380

Phone: 248.676.0565
Fax: 248.676.0603
Cell: 248.770.5121

**SWORN STATEMENT
AFFIDAVIT**

The State of Michigan

County of Oakland

I, Brent Canup, of Midwest Power Systems, Inc. Make an oath and say that:

All work at the Country Place Pump Station project has been completed as specified in the plans that were provide by Giannette Excavating. All suppliers and subcontractors are paid in full for this project.


Brent L. Canup/ Midwest Power Systems, Inc.

8-8-18
Date

Subscribed and sworn before
me this 8th day of August 2018


Notary Public

My commission expires: June 27, 2026

File No. Bond GS10129537

FULL UNCONDITIONAL WAIVER

My/our contract with Glannetti Building Development, LLC to
(other contracting party)

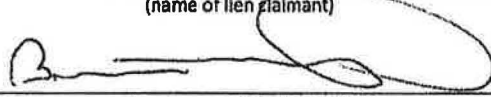
provide labor, materials and services for the improvement to the property

described as: Country Place Force Main Replacement

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

Signed on: August 8, 2018
(date)

Midwest Powers Systems, Inc.
(name of lien claimant)


(signature of lien claimant)

Address: 2401 Hickory Oak Lane

Milford, MI 48380

Telephone: 248-676-0565

DO NOT SIGN BLANK OR INCOMPLETE FORMS

RETAIN A COPY



The Guarantee Company of North America USA

One Towne Square, Suite 1470
Southfield, Michigan 48076
Phone: 248-281-0281 Fax: 248-750-0431
www.gcna.com

Bond Number 10129537

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

PROJECT: Country Place Force Main Replacement
(name, address)

TO (Owner)
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO. _____
CONTRACT FOR: _____
CONTRACT DATE: _____

CONTRACTOR: Giannetti Building Development, LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond).

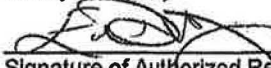
The Guarantee Company of North America USA One Towne Square #1470 Southfield, MI 48076, SURETY COMPANY, on bond of (here insert name and address of Contractor)

Giannetti Building Development, LLC, 1850 Oak Trail, Oxford, MI 48370, 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 West Ten Mile Road, Novi, MI 48375, OWNERS, As set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this 22nd day of October, 2018.

The Guarantee Company of North America USA
Surety Company


Signature of Authorized Representative

Edward DeVries
Title

ATTEST: 
(Seal): Debra Watterson



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Debra Wallerson, Edward G. Woods, Kathleen Runestad, Lora O'Brien, Sara Schrauben, Jeffrey Jubera,
Katie Coalsen, Edward DeVries, Dwight Teter
The Guarantee Company of North America USA

its 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.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



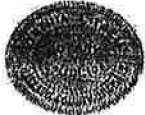
THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting In Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22nd day of October, 2018

Randall Musselman, Secretary



MAINTENANCE BOND

BOND NO. 10161467

KNOW ALL MEN BY THESE PRESENTS:

That we Giannetti Building Development, LLC as Principal, and The Guarantee Company of North America USA as Surety, are held and firmly bond unto The City of Novi, Michigan as Oblige in the sum of Six Thousand Four Hundred Fifty Two Dollars and 48/100 Dollars (\$6,452.48) for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the 14th day of August, 2017, the Oblige approved Change Order 1 for the Novi Project No. 16-1201: Country Place FM-PS Replacement (the "Contract").

Which Change Order 1 is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defects in material or construction that shall appear within the dates of March 14, 2018, and March 14, 2019, as it relates solely to the work completed in Change Order 1, which the Oblige hereby warrants that as of the date of execution of this Bond that it is not aware of any defects in material or construction, this shall be null and void and otherwise remain in full force and effect.

Signed, sealed, and dated this 18 day of December, 2018.

Giannetti Building Development LLC

Witness

BY: Principal

ITS:

The Guarantee Company of North America USA

Witness (with signature)

BY: Attorney-In-Fact Susan L Small (with signature)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Alan P. Chandler, Wendy L. Hingson, Susan L. Small
VTC Insurance Group

its true and lawful attorney(e)-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.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 16th day of December, 2018



Randall Musselman

Randall Musselman, Secretary