



**CITY OF NOVI CITY COUNCIL**  
**JULY 6, 2020**

**SUBJECT:** Approval of the final payment to V.I.L. Construction, Inc., for the Ingersol Creek Streambank Stabilization (Ten Mile Road to Willowbrook Drive) and Buckingham Court Storm Sewer Replacement project in the amount of \$16,030.15, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

<b>EXPENDITURE REQUIRED</b>	<b>\$ 16,030.15</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 287,703.00 (FY2109-20)</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>210-211.00-865.143</b>

**BACKGROUND INFORMATION:** This streambank stabilization work is a continuation of the Ingersol Creek Streambank Stabilization project completed in October 2017. The work along this segment involved the restoration and stabilization of multiple locations, where streambank erosion has occurred. These areas in need of repair were also identified in the 2014 Storm Water Master Plan.

Additionally, due to storm sewer blockage issues brought to the attention of the Field Operations Division along Buckingham Court, storm sewer improvements were included with this project as a complete storm sewer replacement. Buckingham Court is in close proximity to the area where the streambank stabilization work was to take place. So, it only made sense to include both items of work in one contract.

The construction contract was awarded for this project at the February 11, 2019 City Council meeting to V.I.L. Construction, Inc., in the amount of \$270,011.00.

Engineering staff worked with the engineering consultant for this project, SDA, to review and verify the final contract payment amount of \$16,030.15 due to the

contractor (Final Pay Estimate No. 3.). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, June 2, 2020).

There was one (1) approved change order issued for this project resulting in a net decrease of \$12,408.00 to the construction contract, or 4.6% under the awarded amount. The approved change order resulted in a final contract price of \$257,603.00.

**RECOMMENDED ACTION:** Approval of the final payment to V.I.L. Construction, Inc., for the Ingersol Creek Streambank Stabilization (Ten Mile Road to Willowbrook Drive) and Buckingham Court Storm Sewer Replacement project in the amount of \$16,030.15, plus interest earned on retainage.

# Ingersol Creek Streambank Restoration & Buckingham Court Storm Sewer Replacement

Location Map



Map Author: Joseph Akers  
 Date: January 7, 2019  
 Project: Ingersol Creek and Buckingham Court  
 Version: 1

Amended By:  
 Date:  
 Department:

**MAP INTERPRETATION NOTICE**

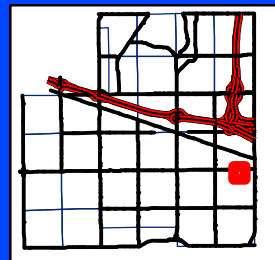
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



Proposed Streambank Restoration



Proposed Storm Sewer Replacement



**City of Novi**

Engineering Division  
 Department of Public Works  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



1 inch = 206 feet



**INGERSOL CREEK STREAMBANK STABILIZATION AND BUCKINGHAM STORM SEWER**



**BEFORE**



**AFTER**



**BEFORE**



**AFTER**



**BEFORE**



**AFTER**

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

June 2, 2020

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

**Re: *Ingersol Creek & Buckingham Ct. Streambank Restoration – V.I.L. Construction, Inc. Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for Ingersol Creek & Buckingham Ct. Streambank Restoration:

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

The closing documents appear to be in order. The existing Maintenance Bond is consistent with the final contract amount. The Contractor will be required to provide its full unconditional waiver of lien in exchange for the final payment. 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 (w/Enclosures)  
Enclosures

- C: Cortney Hanson, Clerk (w/Enclosures)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)  
Ben Croy, City Engineer (w/Enclosures)  
Megan Mikus, Deputy Director of Public Works (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



# CITY OF NOVI

Balance Due This Payment = \$ 16,030.15

## PURCHASE ORDER NO.

95770

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

### APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> Ingersol Restoration/Buckingham Ct	<b>NOVI PROJECT NO.:</b> 19-3401	<b>CIP NO.:</b> 133-05	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> Spalding DeDecker 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	<b>CONTRACTOR:</b> V.I.L. Construction, Inc. 6670 Sims Drive Sterling Heights, Michigan 48313 (586) 979-6020	
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>	
<b>ORIGINAL:</b> \$270,011.00	<b>ORIGINAL:</b> November 15, 2019	<b>FROM:</b> April 2, 2020	
<b>REVISED:</b> \$257,603.00	<b>REVISED:</b> May 20, 2020	<b>TO:</b> May 20, 2020	

#### SECTION 1.

#### COST OF COMPLETED WORK TO DATE

Item No.	Ingersol Creek Restoration & Buckingham Court GL# 210-211.00-865.143 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	20.00	\$ 700.00	\$ 14,000.00	20.00	\$ 700.00	\$ 14,000.00				15.50	\$ 10,850.00	78%
1	Bonds, Insurance and Mobilization	LS	1.00	\$ 26,500.00	\$ 26,500.00	1.00	\$ 26,500.00	\$ 26,500.00				1.00	\$ 26,500.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 1,500.00	\$ 1,500.00	0.00	\$ 1,500.00	\$ -				0.00		
3	SESC Measures	LS	1.00	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00	\$ 35,000.00				1.00	\$ 35,000.00	100%
4	Construction Protection Fencing	LF	680.00	\$ 2.00	\$ 1,360.00	241.00	\$ 2.00	\$ 482.00				241.00	\$ 482.00	100%
5	Tree Remove (8-inch to 18-inch)	EA	17.00	\$ 300.00	\$ 5,100.00	17.00	\$ 300.00	\$ 5,100.00				17.00	\$ 5,100.00	100%
6	Clearing and Grubbing	LF	680.00	\$ 5.00	\$ 3,400.00	766.00	\$ 5.00	\$ 3,830.00				766.00	\$ 3,830.00	100%
7	HMA Surface, Remove	SY	30.00	\$ 10.00	\$ 300.00	59.20	\$ 10.00	\$ 592.00				59.20	\$ 592.00	100%
8	Dr Structure, 48-inch Dia, Abandon	EA	2.00	\$ 500.00	\$ 1,000.00	2.00	\$ 500.00	\$ 1,000.00				2.00	\$ 1,000.00	100%
9	Dr Structure, 48-inch Diameter	EA	2.00	\$ 6,500.00	\$ 13,000.00	2.00	\$ 6,500.00	\$ 13,000.00				2.00	\$ 13,000.00	100%
10	12" HDPE DIPS SDR 11-Storm D-D	LF	263.00	\$ 75.00	\$ 19,725.00	267.00	\$ 75.00	\$ 20,025.00				267.00	\$ 20,025.00	100%
11	HMA Pavement, Complete	SY	30.00	\$ 50.00	\$ 1,500.00	59.20	\$ 50.00	\$ 2,960.00				59.20	\$ 2,960.00	100%
12	9-inch D50 Rip-Rap	SF	5173.00	\$ 12.00	\$ 62,076.00	4724.00	\$ 12.00	\$ 56,688.00				4724.00	\$ 56,688.00	100%
13	Rootwad	EA	20.00	\$ 1,250.00	\$ 25,000.00	20.00	\$ 1,250.00	\$ 25,000.00				20.00	\$ 25,000.00	100%
14	Veg. Mechanically Stabilized Earth	SF	2500.00	\$ 12.00	\$ 30,000.00	2193.00	\$ 12.00	\$ 26,316.00				2193.00	\$ 26,316.00	100%
15	Upland Seed and Coir Fiber Blanket	SY	705.00	\$ 10.00	\$ 7,050.00	361.00	\$ 10.00	\$ 3,610.00				361.00	\$ 3,610.00	100%
16	Restoration	LS	1.00	\$ 37,500.00	\$ 37,500.00	1.00	\$ 37,500.00	\$ 37,500.00				1.00	\$ 37,500.00	100%

TOTAL THIS SHEET

\$ 270,011.00

\$ 257,603.00

\$ -

\$ 257,603.00

100%





# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Ingersol Restoration/Buckingham Ct      NOVI PROJECT NO.: 19-3401      PAYMENT NO.: FINAL  
 CIP NO.: 133-05

### 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	%
17			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
18			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
19			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
20			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
21			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
TOTAL FROM THIS SHEET							\$ -		\$ -		\$ -		
TOTAL FROM OTHER SHEETS					\$ 270,011.00		\$ 257,603.00		\$ -		\$ 257,603.00		
<b>GRAND TOTAL</b>					<b>\$ 270,011.00</b>		<b>\$ 257,603.00</b>		<b>\$ -</b>		<b>\$ 257,603.00</b>	<b>100%</b>	



**CITY OF NOVI**

**PURCHASE ORDER NO.**

**95770**

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

Section 2.

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** Ingersol Restoration/Buckingham Ct      **NOVI PROJECT NO.:** 19-3401      **PAYMENT NO.:** FINAL  
**CIP NO.:** 133-05

**Original Contract Amount:** \$ 270,011.00

**Change Orders:** \$ (12,408.00)

**Adjusted Contract Amount to Date:** \$ 257,603.00

**Total Cost of Work Performed to Date:** \$ 257,603.00

**MINUS Retainage:**

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

**Net Amt. Earned of Contract and Extra Work to Date:** \$ 257,603.00

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

**Subtotal:** \$ 257,603.00

**ADD Incentive "Crew Days", if under:** \$ 3,150.00

**Subtotal:** \$ 260,753.00

**MINUS Amount of Previous Payments:** \$ 244,722.85

- 1 \$ 149,655.45
- 2 \$ 95,067.40
- 3 \$ -
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

**BALANCE DUE THIS PAYMENT:**

**CHANGE ORDERS**

No.	Date	Amount
1	April 1, 2020	\$ (12,408.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		

**TOTAL:** \$ (12,408.00)

Inspection "Crew Days" Allowed per Contract:	20.00
Additional "Crew Days" per Change Orders:	0.00
<b>Total Inspection "Crew Days" Allowed:</b>	<b>20.00</b>
Inspection "Crew Days" Used to Date:	15.50
Inspection "Crew Days" Remaining:	4.50



# 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:** Ingersol Restoration/Buckingham Ct      **NOVI PROJECT NO.:** 19-3401      **PAYMENT NO.:** FINAL  
**CIP NO.:** 133-05

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**

[Empty signature box for City of Novi]

**Aaron J. Staup, Construction Engineer**  
Electronic Signature Certification

**Anthony Vani**  
Digitally signed by Anthony Vani  
DN: cn=Anthony Vani, o=V.I.L. Construction, Inc., ou, email=a\_vani@comcast.net, c=US  
Date: 2020.05.21 10:21:34 -04'00'

**V.I.L. Construction, Inc.**  
CONTRACTOR - Electronic Signature Certification

[Empty signature box]

Electronic Signature Certification

[Empty signature box]

**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.

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

Owner   
Architect   
Contractor   
Surety   
Other

**Bond No. 35BCSIA4185**

**PROJECT: Ingersol Creek Streambank Restoration**  
(name, address)

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

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR: Contract Bond**

**CONTRACTOR:**  
**V.I.L. Construction, Inc.**  
**6670 Sims Road**  
**Sterling Heights, MI 48313**

**CONTRACT DATE:**

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

**Hartford Accident and Indemnity Company**  
**One Hartford Plaza, T-4**  
**Hartford, CT 06115**

, **SURETY COMPANY**

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

**V.I.L. Construction, Inc.**  
**6670 Sims Road**  
**Sterling Heights, MI 48313**

, **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 **16th** day of **April, 2020**

Surety Company  
**Hartford Accident and Indemnity 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



# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: VTC INSURANCE GROUP  
 Agency Code: 35-351225

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Susan L. Small of Farmington Hills MI, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Ireland, Meagan L. Kress, Robert Trobec of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **April 16th, 2020**  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*  
 Kevin Heckman, Assistant Vice President



## CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Oakland

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

President of the V.I.L. Construction, Inc.,  
(Title) (Firm Name)

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

Ingersol Creek Streambank Restoration  
(Description of Improvement)

located at: Ingersol Creek in Novi, Michigan

The total amount of the contract is 260,753.00 of which I have received payment of 149,655.45 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 24th day of April, 2020

Name: V.I.L. Construction, Inc.  
(individual/corporation/partnership)

By: [Signature]  
(Title)  
Anthony Vani, President

Attest: [Signature]  
(Title)  
James Vani, Secretary

Subscribed and sworn to before me this 24th day of April, 2020

Notary Public: [Signature]

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
Ajax Materials Corporation	Asphalt Materials	\$1,250.53	\$1,250.53	\$0.00	0.0%	\$0.00
Bore Brothers HDD LLC	Horizontal Drilling	\$10,000.00	\$10,000.00	\$0.00	0.0%	\$0.00
Hanes Geo Components	Restoration and SESC Materials	\$5,133.30	\$5,133.30	\$0.00	0.0%	\$0.00
Core and Main	Pipe Materials	\$9,078.13	\$9,078.13	\$0.00	0.0%	\$0.00
Edw. C. Levy Co.	Aggregates	\$2,685.68	\$2,685.68	\$0.00	0.0%	\$0.00
Etna Supply	Pipe Materials	\$1,510.50	\$1,510.50	\$0.00	0.0%	\$0.00
Rock Bottom Stone Supply	Rock	\$52,210.20	\$52,210.20	\$0.00	0.0%	\$0.00
Superior Materials	Concrete Materials	\$475.68	\$475.68	\$0.00	0.0%	\$0.00
<b>TOTALS</b>		<b>\$82,344.02</b>	<b>\$82,344.02</b>	<b>\$0.00</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: <u>          \$270,011.00</u>	Work Completed to Date: <u>          \$260,753.00</u>
Plus: Extras to Contract: <u>          -\$12,408.00</u>	Less: Total Retainage: <u>                  \$0.00</u>
Total: Contract plus Extras: <u>          \$257,603.00</u>	Less: Amount Previously Paid: <u>          \$244,722.85</u>
Less: Credits to Contract: <u>          -\$3,150.00</u>	Less: Amount of this Request: <u>          \$16,030.15</u>
<b>Total: Adjusted Contract: <u>          \$260,753.00</u></b>	<b>Total Balance Due: <u>                  \$0.00</u></b>





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with V. I. L. Construction, Inc. to provide  
(Prime Contracting Party)

Asphalt Materials for the improvement of the property  
(Type of service)

described as Ingersol Creek Stream Bank Restoration (Buckingham Court)  
(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: April 20, 2020

Debra L. McCrystal  
(Signature of Lien Claimant)

Debra L. McCrystal  
(Printed Name of Lien Claimant)

Credit Manager  
(Title of Lien Claimant)

Company Name: Ajax Materials Corporation  
1957 Crooks Road, Suite A, Troy, MI 48084 & plant address of  
Address: 4875 Bald Mountain Road, Auburn Hills, MI 48326  
248-244-3300 Office  
Telephone: 248-244-3435 Plant

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with V. I. L. Construction, Inc. to provide  
(Prime Contracting Party)

Horizontal Drilling for the improvement of the property  
(Type of service)

described as Ingersol Creek Stream Bank Restoration  
(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: 4-16-2020

(Signature of Lien Claimant)

Neil Hornbacher

(Printed Name of Lien Claimant)

member

(Title of Lien Claimant)

Company Name: Bore Brothers HDD LLC

Address: 13006 Keweenaw Ct., Linden, MI 48451

Telephone: 810-333-5980

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with V. I. L. Construction, Inc. to provide  
(Prime Contracting Party)

Restoration and SESC Materials for the improvement of the property  
(Type of service)

described as Ingersol Creek Stream Bank Restoration  
(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 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.

Signed on: April 23, 2020

  
(Signature of Lien Claimant)

Kris Carswell of Hanes Geo Components  
(Printed Name of Lien Claimant)

Division Controller  
(Title of Lien Claimant)

This waiver is specific only to the amount of goods shipped on the following Hanes Geo invoice(s):

Invoice #:	Date:	Amount:
64-664891	11/25/2019	\$299.82
64-660516	10/8/2019	\$75.26
64-646384	9/25/2019	\$609.50
64-644429	9/17/2019	\$4,148.72

Company Name: Hanes Geo Components

Address: 500 N. McLin Creek Rd., Conover NC 28613

Telephone: 828-466-8347

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with V.I.L. Construction, Inc. to provide  
(Prime Contracting Party)

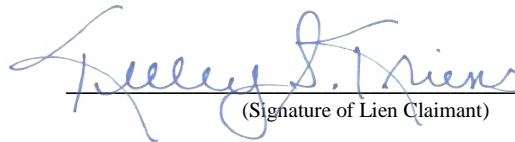
Pipe Materials for the improvement of the property  
(Type of service)

described as Ingersol Creek Stream Bank Restoration  
(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: April 16, 2020

  
(Signature of Lien Claimant)

Kelley S. Kriens  
(Printed Name of Lien Claimant)

Senior Credit Associate  
(Title of Lien Claimant)

Company Name: Core and Main

Address: 6575 23 Mile Rd., Shelby Twp., MI 48316

Telephone: 586-323-8800

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with V. I. L. Construction, Inc. to provide  
(Prime Contracting Party)

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

described as Ingersol Creek Stream Bank Restoration  
(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: 04-16-2020

Connie McCallough  
(Signature of Lien Claimant)

Connie McCallough  
(Printed Name of Lien Claimant)

Ass't Credit Mgr  
(Title of Lien Claimant)

Company Name: Edw. C. Levy Co.

Address: 9300 Dix, Dearborn, MI 48120

Telephone: 313-843-7200

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with V. I. L. Construction, Inc. to provide  
(Prime Contracting Party)

Pipe Materials for the improvement of the property  
(Type of service)

described as Ingersol Creek Stream Bank Restoration  
(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: 4/16/20

Bill Minor  
(Signature of Lien Claimant)

Bill Minor  
(Printed Name of Lien Claimant)

Credit Manager  
(Title of Lien Claimant)

Company Name: Etna Supply

Address: 46555 Continental Dr., New Baltimore, MI 48047

Telephone: 586-949-2481

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with V. I. L. Construction, Inc. to provide  
(Prime Contracting Party)

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

described as Ingersol Creek Stream Bank Restoration  
(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: 4/17/2020

[Signature]  
(Signature of Lien Claimant)

Todd W Dennis  
(Printed Name of Lien Claimant)

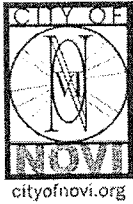
Owner  
(Title of Lien Claimant)

Company Name: Rock Bottom Stone Supply

Address: 4057 Dort Hwy, Burton, MI 48529

Telephone: 810-742-7235

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with V. I. L. Construction, Inc. to provide  
(Prime Contracting Party)

Concrete Materials for the improvement of the property  
(Type of service)

described as Ingersol Creek Stream Bank Restoration  
(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: 4-16-2020

Suzanne Barab (Agent)  
(Signature of Lien Claimant)

SUPERIOR MATERIALS LLC  
(Printed Name of Lien Claimant)

Agent  
(Title of Lien Claimant)

Company Name: Superior Materials

Address: 30701 W. 10 Mile Rd., #500, Farmington Hills, MI 48336

Telephone: 888-988-4400

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