



CITY of NOVI CITY COUNCIL

Agenda Item E
April 23, 2018

SUBJECT: Approval of the final payment to Springline Excavating, LLC, for the Christina Lane Culvert Replacements project in the amount of \$28,510.60, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 28,510.60
AMOUNT BUDGETED	\$ 206,383
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	210-211.00-865.136

BACKGROUND INFORMATION:

The four (4) existing corrugated metal culverts under Christina Lane, which connect the Cedar Springs and Jamestown Green subdivisions, had deteriorated to the point where failure was imminent. Holes in the culverts were allowing water to infiltrate through and beneath the roadway, causing erosion resulting in sinkholes observed at the surface. The project replaced the existing culverts with four (4) 49-inch by 33-inch elliptical corrugated metal culverts and two (2) multiple-inlet end sections. The work also involved the replacement of an existing 8-inch sanitary sewer line and an existing five-foot wide concrete sidewalk on both sides of Christina Lane. The construction contract was awarded at the April 24, 2017 City Council meeting to Springline Excavating, LLC, in the amount of \$143,532.00.

Staff worked with the engineering consultant AECOM to review and verify the final contract payment amount of \$28,510.60 due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's March 28, 2018 letter).

There was one (1) approved change order issued for this project resulting in a net increase of \$624.00 to the construction contract, or 0.4% over the awarded amount. The approved change orders resulted in a final contract price of \$144,156.00.

RECOMMENDED ACTION: Approval of the final payment to Springline Excavating, LLC, for the Christina Lane Culvert Replacements project in the amount of \$28,510.60, plus interest earned on retainage.

CHRISTINA LANE CULVERT REPLACEMENT

Location Map



Map Author: Croy
Date: 10/31/14
Project: Christina Culvert Replacement
Version #: v3.0

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 = 140 feet



City of Novi

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

CHRISTINA LANE CULVERT REPLACEMENTS



Christina Lane – Looking north towards Buckminster Drive.



New one-piece headwall and elliptical culverts on east-side of Christina Lane.



New one-piece headwall and elliptical culverts on west-side of Christina Lane.



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

March 28, 2018

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

Re: *Christina Lane Culvert Replacements - Closing Documents*
Springline Excavating

Dear Mr. Staup:

We have received and reviewed closing documents for the Christina Lane Culvert Replacements Project:

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

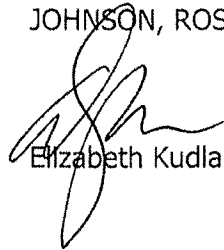
Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. A Rider increasing the Maintenance Bond to the final project cost has been provided. Please note that the Contractor was unable to obtain a Waiver of Lien from Piedmont Concrete but has provided sufficient proof in the form of invoices and endorsed check confirming that Piedmont has received final payment on the project. You have confirmed that no other invoices are outstanding to Piedmont. The General Contractor will be required to provide its 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
March 28, 2018
Page 2

Very truly yours,

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

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', written over the typed name.

Elizabeth Kudla Saarela

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



CITY OF NOVI

Balance Due This Payment = \$ 25,630.60

PURCHASE ORDER NO.

95117

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

APPLICATION FOR FINAL PAYMENT

PROJECT:	Christina Ln. Culvert Replacements	NOVI PROJECT NO.:	17-3102	PAYMENT NO.:	FINAL
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	AECOM - Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR:	Springline Excavating, LLC 10560 Grand River Avenue Detroit, Michigan 48204 (313) 491-6688
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$143,532.00	ORIGINAL:	August 14, 2017	FROM:	August 9, 2017
REVISED:	\$144,156.00	ACTUAL:	August 7, 2017	TO:	December 6, 2017

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - Base Bid GL# 210-211.00-865.136 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	10.00	\$ 640.00	\$ 6,400.00	12.00	\$ 640.00	\$ 7,680.00	6.50	\$ 4,160.00	54%	16.50	\$ 10,560.00	138%
1	Mobilization	LS	1.00	\$ 7,400.00	\$ 7,400.00	1.00	\$ 7,400.00	\$ 7,400.00				1.00	\$ 7,400.00	100%
2	Pre-Construction Video	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
3	Clearing and Grubbing	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
4	Soil Erosion and Sedimentation	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
5	Asphalt Pavement, Removal	SF	1045.00	\$ 2.00	\$ 2,090.00	1045.00	\$ 2.00	\$ 2,090.00				1045.00	\$ 2,090.00	100%
6	Concrete Curb and Gutter, Rem.	LF	100.00	\$ 15.00	\$ 1,500.00	97.00	\$ 15.00	\$ 1,455.00				97.00	\$ 1,455.00	100%
7	49"x33" CMP, Removal	LF	244.00	\$ 25.00	\$ 6,100.00	244.00	\$ 25.00	\$ 6,100.00				244.00	\$ 6,100.00	100%
8	Rip-Rap & Conc. Slope Removal	SF	860.00	\$ 2.00	\$ 1,720.00	860.00	\$ 2.00	\$ 1,720.00				860.00	\$ 1,720.00	100%
9	Concrete Sidewalk, Removal	SF	890.00	\$ 1.00	\$ 890.00	890.00	\$ 1.00	\$ 890.00				890.00	\$ 890.00	100%
10	8-inch Sanitary Sewer, Removal	LF	76.00	\$ 17.00	\$ 1,292.00	76.00	\$ 17.00	\$ 1,292.00				76.00	\$ 1,292.00	100%
11	Catch Basin, Removal	EA	2.00	\$ 300.00	\$ 600.00	2.00	\$ 300.00	\$ 600.00				2.00	\$ 600.00	100%
12	Split Rail Fence, Removal	LF	230.00	\$ 4.00	\$ 920.00	230.00	\$ 4.00	\$ 920.00				230.00	\$ 920.00	100%
13	8-inch D.I. Sanitary Sewer	LF	76.00	\$ 135.00	\$ 10,260.00	76.00	\$ 135.00	\$ 10,260.00				76.00	\$ 10,260.00	100%
14	49"x33" 14 Ga. CMP (Polycoated)	LF	284.00	\$ 135.00	\$ 38,340.00	284.00	\$ 135.00	\$ 38,340.00				284.00	\$ 38,340.00	100%
15	Flowable Fill Bedding	CY	56.00	\$ 160.00	\$ 8,960.00	32.00	\$ 160.00	\$ 5,120.00				32.00	\$ 5,120.00	100%
16	Corrugated Multiple-Inlet End Sec.	EA	2.00	\$ 6,300.00	\$ 12,600.00	2.00	\$ 6,300.00	\$ 12,600.00				2.00	\$ 12,600.00	100%
17	8-inch Aggregate Base	SY	100.00	\$ 10.00	\$ 1,000.00	100.00	\$ 10.00	\$ 1,000.00				100.00	\$ 1,000.00	100%
18	HMA, 3E1	TON	24.00	\$ 200.00	\$ 4,800.00	24.00	\$ 200.00	\$ 4,800.00				24.00	\$ 4,800.00	100%
19	HMA, 5E1	TON	24.00	\$ 200.00	\$ 4,800.00	24.00	\$ 200.00	\$ 4,800.00				24.00	\$ 4,800.00	100%
20	Concrete Curb and Gutter	LF	100.00	\$ 25.00	\$ 2,500.00	97.00	\$ 25.00	\$ 2,425.00				97.00	\$ 2,425.00	100%
21	Catch Basin	EA	2.00	\$ 1,800.00	\$ 3,600.00	2.00	\$ 1,800.00	\$ 3,600.00				2.00	\$ 3,600.00	100%
22	6" Underdrain (wrapped trench)	LF	35.00	\$ 24.00	\$ 840.00	35.00	\$ 24.00	\$ 840.00				35.00	\$ 840.00	100%
23	Concrete Sidewalk	SF	950.00	\$ 4.50	\$ 4,275.00	950.00	\$ 4.50	\$ 4,275.00				950.00	\$ 4,275.00	100%
24	Fencing, 3-Rail PVC	LF	290.00	\$ 35.00	\$ 10,150.00	290.00	\$ 35.00	\$ 10,150.00	290.00	\$ 10,150.00	100%	290.00	\$ 10,150.00	100%
TOTAL THIS SHEET					\$ 129,137.00			\$ 125,177.00		\$ 10,150.00			\$ 125,177.00	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Christina Ln. Culvert Replacements NOVI PROJECT NO.: 17-3102 PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Table with 16 columns: Item No., Description of Item, Unit, CONTRACT ITEMS (Original) [Quantity, Cost/Unit, Total Amt], CONTRACT ITEMS (Revised) [Quantity, Cost/Unit, Total Amt], THIS PERIOD [Quantity, Amount, %], TOTAL TO DATE [Quantity, Amount, %]. Includes rows for Rock Channel Protection, Seed and Mulch (Non-Native), Seed and Mulch (Native), Traffic Control, and RCOC Permit, plus a summary row at the bottom.



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Christina Ln. Culvert Replacements

NOVI PROJECT NO.: 17-3102

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	%
30	HMA Patch, Remove	TON	0	0	28.92	\$ 50.00	\$ 1,446.00	28.92	\$ 1,446.00	100%	28.92	\$ 1,446.00	100%
31	HMA Patch	TON	0	0	28.92	\$ 150.00	\$ 4,338.00	28.92	\$ 4,338.00	100%	28.92	\$ 4,338.00	100%
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 5,784.00		\$ 5,784.00		\$ 5,784.00		
TOTAL FROM OTHER SHEETS					\$ 143,532.00		\$ 138,372.00		\$ 15,550.00		\$ 138,372.00		
GRAND TOTAL					\$ 143,532.00		\$ 144,156.00		\$ 21,334.00		\$ 144,156.00		100%



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Christina Ln. Culvert Replacements NOVI PROJECT NO.: 17-3102 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

Steven Rooker
Digitally signed by Steven Rooker
DN: cn=Steven Rooker, o=Springline Excavating, LLC, ou,
email=stroker@springlinex.com, c=US
Date: 2018.02.28 10:29:20 -05'00'

Springline Excavating, LLC
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: 2018.03.21 11:16:33 -04'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Mark Koskinen
Mark Koskinen
Mar 6 2018 12:06 PM
cosign

AECOM - Great Lakes
CONSULTANT - Electronic Signature Certification

Digitally signed by George Melistas
DN: cn=George Melistas, o=City of Novi, ou=Engineering
Division, email=gmelistas@cityofnovi.org, c=US
Date: 2018.03.21 12:15:34 -04'00'

George D. Melistas, Engineering 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 _____

Bond: 10146118

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City Of Novi
26300 Lee BeGole Drive
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: ____/____/____

PROJECT:
(Name and Address)
Christina Lane Calver Replacement

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 Company)

The Guarantee Company Of North America USA
1 Towne Square, Suite 1470
Southfield, MI 48076

, SURETY COMPANY,

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

SPRINGLINE EXCAVATING, LLC
34020 W. Seven Mile Rd
Livonia, MI 48152

, 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
26300 Lee BeGole Drive
Novi, MI 48375

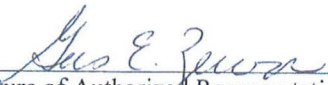
, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this December 6, 2017

Attest: 
Seal _____

The Guarantee Company Of North America USA
Surety Company


Signature of Authorized Representative
Gus E. Zervos, Title, Attorney-in-Fact



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

Gus E. Zervos, Angelo G. Zervos, David C. Lange, Donald W. Burden, Stephen M. Zervos, Michael G. Zervos, Stephanie A. Dinco
Zervos Group

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 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, 2018
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 6th day of December, 2017

Randall Musselman

Randall Musselman, Secretary

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 10146118 effective May 10, 2017 issued by the The Guarantee Company of North America USA in the amount of ONE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED THIRTY TWO AND 00/100 (\$143,532.00) on behalf of Springline Excavating, Inc as Principal and in favor of City of Novi as Obligee for the Christina Lane Culvert Replacement project:

Now, Therefore, it is agreed that:

The Bond Amount for the Maintenance Bond has Increased to:

\$144,156.00

From

\$143,532.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 6th day of December, 2017.

Signed, sealed and dated this 6th day of December, 2017.

Springline Excavating, Inc

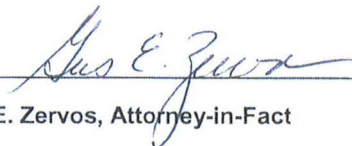
(Principal)

By:  _____

Accepted By:

The Guarantee Company of North America USA

(Surety)

By:  _____
Gus E. Zervos, Attorney-in-Fact



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

Gus E. Zervos, Angelo G. Zervos, David C. Lange, Donald W. Burden, Stephen M. Zervos, Michael G. Zervos, Stephanie A. Dinco
Zervos Group

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 2nd day of October, 2015.



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 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, 2018
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 6th day of December, 2017

Randall Musselman, Secretary

SWORN STATEMENT

STATE OF MICHIGAN)

Date From 2/26/2018

COUNTY OF OAKLAND)

Application No. 1

Shawn Rodriguez, being duly sworn, deposes and says:

That he makes the Sworn Statement on behalf of SPRINGLINE EXCAVATING who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan, and described as follows; (Insert legal description from Notice of Commencement)

Christina Lane

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the 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 thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)
			-	-	
✓ Calo & Sons Construction	Trucking & Materials	11,771.39	11,771.39	-	
✓ HD Supply / Core & Main	Job Materials	29,995.36	29,995.36	-	
✓ Finishing Touch & Video	Subcontractor	825.00	825.00	-	
✓ Hanes Companies	Job Materials	891.46	891.46	-	
✓ Cutting Edge	Saw Cutting	673.40	673.40	-	
✓ GM & Son's Concrete Const	Curb & sidewalk	7,407.50	7,407.50	-	
✓ Midwest Pavement Contracting	Paving	13,938.00	13,938.00	-	
✓ In-N-Out Topsoil	Materials	114.48	114.48	-	
✓ Tia Marie Trucking Inc.	Trucking & Materials	5,134.68	5,134.68	-	
✓ Pro-Tec Equipment Inc	Equipment Rental	3,538.40	3,538.40	-	
✓ Piedmont Concrete	Materials	4,003.00	4,003.00	-	
✓ Michigan Property Network	Forestry mowing	2,000.00	2,000.00	-	
✓ Future Fence	Fencing	7,250.00	7,250.00	-	
✓ Chapp & Bushey Oil	Fuel	1,201.86	1,201.86	-	
All labor, wages, fringes, taxes and withholdings are paid in full as per the contract.					
TOTALS		88,744.53	88,744.53	-	0.00

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. Deponent further says that he or she makes the foregoing statement as the ongoing statement as the (contractor) (subcontractor) or as office mngr of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED 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 PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DEISGNEE IS NOT NAMED OR HAS DIED.

Shawn Rodriguez
Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 109 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2200 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this day of 26th February, 2018

Notary Public: Evan Mosley
Oakland County, Michigan

My commission expires: 2021





FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Springline Excavating to provide
(Prime Contracting Party)

Aggregate Material & Trucking for the improvement of the property
(Type of service)

described as Christina Lane
(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: 1/30/18 Annette Zywiol
(Signature of Lien Claimant)

Annette Zywiol
(Printed Name of Lien Claimant)

Admin. Asst.
(Title of Lien Claimant)

Company Name: Calo & Sons Construction Inc.

Address: PO Box 530563, Livonia MI 48153

Telephone: 248-468-9200

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Springline Excavating to provide
(Prime Contracting Party)

Water/sewer pipe & Supplies for the improvement of the property
(Type of service)

described as Christian Lane Novi MI
(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: 2-22-18

Kathy Anderson
(Signature of Lien Claimant)

KATHY ANDERSON
(Printed Name of Lien Claimant)

Credit Manager
(Title of Lien Claimant)

Company Name: Cole and Main

Address: PO Box 28330 St Louis MO 63146

Telephone: 800-893-9150 X 201

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Springline Excavating to provide
(Prime Contracting Party)

job materials for the improvement of the property
(Type of service)

described as Christian
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver is specific only to the amount of goods shipped on the following Hanes Geo invoice(s):
Invoice # Date Amount
64-484054 8/17/2017 \$206.17

Signed on: January 29, 2018

(Signature of Lien Claimant)

Kris Carswell
(Printed Name of Lien Claimant)

Division Controller
(Title of Lien Claimant)

Company Name: Hanes Geo Components

Address: 500 North McLin Creek Road, Conover, NC 28613

Telephone: 828.466.8346

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Springline to provide
(Prime Contracting Party)

Cutting concrete for the improvement of the property
(Type of service)

described as City of Novi
(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: 2/14/18

Jason Schulz
(Signature of Lien Claimant)

Jason Schulz
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: Cutting Edge Concrete Cutting, Inc.

Address: 2540 Cass City Rd. Ubly, MI 48475

Telephone: 810-705-4649

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Springline Excavating, LLC to provide
(Prime Contracting Party)

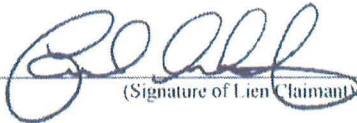
concrete construction for the improvement of the property
(Type of service)

described as Christina Lane Culvert, City of Novi
(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: 2/22/2018


(Signature of Lien Claimant)

Karl Schweitzer
(Printed Name of Lien Claimant)

Manager
(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

Address: 6784 Whitmore Lake Road, Whitmore Lake, MI 48189

Telephone: 734-929-1259

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with SPRINGBUNE EXCAVATING to provide
(Print Contracting Party)

ASPHALT PAVING for the improvement of the property
(Type of service)

described as CHRISTINA LANE
(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: 1/30/2018 David P. McIntyre
(Signature of Lien Claimant)

DAVID P. MCINTYRE
(Printed Name of Lien Claimant)

PROJECT MANAGER
(Title of Lien Claimant)

Company Name: MIDWEST PAVEMENT CONTRACTING INC

Address: 2530 E. BUND MILFORD MI 48381

Telephone: 248 684-9443

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Springline Excavating to provide
(Prime Contracting Party)

Aggregate Material for the improvement of the property
(Type of service)

described as Christina Lane
(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: 1-30-18

April Martin
(Signature of Lien Claimant)

April Martin
(Printed Name of Lien Claimant)

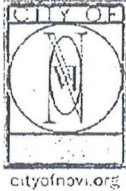
Admin Asst.
(Title of Lien Claimant)

Company Name: In-N-Out Topsoil Inc.

Address: PO Box 530563, Livonia MI 48153

Telephone: 248-468-9203

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with _____ Springline Excavating _____ to provide
(Prime Contracting Party)

_____ Aggregate Material & Trucking _____ for the improvement of the property
(Type of service)

described as _____ Christina Lane _____
(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: _____ 1/31/18 _____

_____ *Trena Calo* _____
(Signature of Lien Claimant)

_____ Trena Calo _____
(Printed Name of Lien Claimant)

_____ President _____
(Title of Lien Claimant)

Company Name: _____ Tia Marie Trucking Inc. _____

Address: _____ PO Box 531474, Livonia MI 48153 _____

Telephone: _____ 248-468-9200 _____

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Pro-Tec Equipment to provide
(Name Contracting Party)

Shoring equipment rental for the improvement of the property
(Type of service)

described as Christina Lane, Novi, Mi
(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: 2/22/18 Jodi O'Connell
(Signature of Lien Claimant)

Jodi O'Connell
(Printed Name of Lien Claimant)

Finance Support Administrator
(Title of Lien Claimant)

Company Name: Pro-Tec Equipment

Address: PO Box 732666 Dallas TX 75373-2666

Telephone: 517-827-3250

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

*please sign & fax back asap
(248) 957-8757*



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with The Michigan Property Network to provide
(Prime Contracting Party)

Tree services for the improvement of the property
(Type of service)

described as Christina and 10 mile, Novi MI
(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: 1-30-18

Nicole Kountouridis
(Signature of Lien Claimant)

Nicole Kountouridis
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: The Michigan Property Network

Address: 376 Beach Farm Circle #1088 Highland 48357

Telephone: 248-716-6224

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Springline Excavating to provide
(Prime Contracting Party)

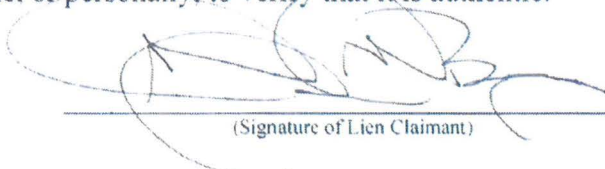
Fence Work for the improvement of the property
(Type of service)

described as Christina Lane Culvert Replacement
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 2/5/18



(Signature of Lien Claimant)

Larry L. Berry

(Printed Name of Lien Claimant)

Contract Administrator

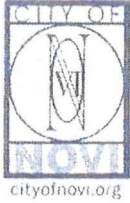
(Title of Lien Claimant)

Company Name: Future Fence Company

Address: 23450 Regency Park Drive Warren, MI 48089

Telephone: 586/755-0900

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Springline Excavating to provide
(Prime Contracting Party)

diesel fuel for the improvement of the property
(Type of service)

described as Christina Lane
(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: 2/22/18 Karen Reitz
(Signature of Lien Claimant)

KAREN REITZ
(Printed Name of Lien Claimant)

Acct Receivable Dept
(Title of Lien Claimant)

Company Name: Chapp & Bushey Oil Co.

Address: 37333 South Huron Rd New Boston MI 48164

Telephone: 734 753-4210

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