



**CITY OF NOVI CITY COUNCIL
JANUARY 27, 2020**

SUBJECT: Approval of the final payment to D.V.M. Utilities, Inc., for the Grand River Avenue and Jo Drive Sanitary Sewer Repair project in the amount of \$24,525.74, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 24,525.74
AMOUNT BUDGETED	\$ 127,803
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-592.00-976.038

BACKGROUND INFORMATION: This project involved the repair and replacement of sanitary sewer in two locations: the north side of Grand River along the frontage of the Cadillac of Novi dealership and the east end of Jo Drive. The 10-inch sanitary sewer on Grand River had settled, requiring replacement of a 385-foot long section of pipe to avoid potential sewer blockages. The repairs at the end of Jo Drive involved the replacement of two sections of sanitary sewer pipe where the joints had separated.

The replacement of pipe at Jo Drive went as planned and involved little disturbance to the surrounding businesses. The Grand River sewer involved a newer method of replacement, as proposed by contractor, D.V.M. Utilities, Inc., to use a pilot bore tube-directional drill. Although this method was slightly more expensive than the originally planned open-cut method, the contractor was able to minimize disturbances to the existing Cadillac of Novi infrastructure and landscaping.

The construction contract was awarded for this project at the November 26, 2018, City Council meeting to D.V.M. Utilities, Inc., in the amount of \$465,987.75. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$24,525.74 that is due to the Contractor (Final Pay Estimate No. 5). The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, January 7, 2020). There were two (2) previously approved change orders issued for this project resulting in an increase of \$24,527.06 or 5.3% over the awarded amount. The approved change orders resulted in a final contract price of \$490,514.81.

RECOMMENDED ACTION: Approval of the final payment to D.V.M. Utilities, Inc., for the Grand River Avenue and Jo Drive Sanitary Sewer Repair project in the amount of \$24,525.74, plus interest earned on retainage.

Grand River and Jo Dr Sanitary Repairs

Location Map



Legend

Sanitary Gravity Main

- 8-Inch Sanitary
- 10-Inch Sanitary



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

Map Author: Croy
 Date: August 2017
 Project: Grand River and Jo Dr San Repair
 Version #: v2.0

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.

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

January 7, 2020

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

**Re: *Grand River and Jo Drive Sanitary Sewer Repairs – D.V.M. Utilities, Inc.
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Grand River and Jo Drive Sanitary Sewer Repairs:

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

The closing documents appear to be in order. 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

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



CITY OF NOVI

Balance Due This Payment = \$ 24,525.74

PURCHASE ORDER NO.

95723

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

APPLICATION FOR FINAL PAYMENT

PROJECT:	GR & Jo Dr. Sanitary Repairs	NOVI PROJECT NO.:	18-1202	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	Spalding DeDecker 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR:	D.V.M. Utilities, Inc. 6045 Sims Drive, Suite No. 2 Sterling Heights, Michigan 48313 (586) 979-0402
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$465,987.75	ORIGINAL:	March 27, 2019	FROM:	August 21, 2019
REVISED:	\$490,514.81	REVISED:	May 1, 2019	TO:	October 18, 2019

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	GR & Jo Dr. Sanitary Sewer Repairs GL# 592-592.00-976.038 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	40.00	\$ 700.00	\$ 28,000.00	40.00	\$ 700.00	\$ 28,000.00				69.75	\$ 48,825.00	174%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00				1.00	\$ 30,000.00	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
3	Soil Erosion Control Measures	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ 7,500.00				1.00	\$ 7,500.00	100%
4	Temp Traffic Control Devices	LS	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ 8,000.00				1.00	\$ 8,000.00	100%
5	Construction Protection Fencing	LF	450.00	\$ 2.00	\$ 900.00	450.00	\$ 2.00	\$ 900.00				450.00	\$ 900.00	100%
6	Tree Protection Fencing	LF	80.00	\$ 3.50	\$ 280.00	80.00	\$ 3.50	\$ 280.00				80.00	\$ 280.00	100%
7	Tree, Rem 6-inch to 18-inch Comp.	EA	8.00	\$ 100.00	\$ 800.00	8.00	\$ 100.00	\$ 800.00				8.00	\$ 800.00	100%
8	Pavement, Remove	SY	431.00	\$ 1.00	\$ 431.00	115.56	\$ 1.00	\$ 115.56				115.56	\$ 115.56	100%
9	Dewatering	LS	1.00	\$ 1.00	\$ 1.00	0.00	\$ 1.00	\$ -				0.00		
10	Bypass Pumping, Jo Drive	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
11	Bypass Pumping, Grand River	LS	1.00	\$ 1.00	\$ 1.00	1.00	\$ 1.00	\$ 1.00				0.00		
12	Sanitary Sewer, Remove	LF	114.00	\$ 55.00	\$ 6,270.00	114.00	\$ 55.00	\$ 6,270.00				114.00	\$ 6,270.00	100%
13	Sanitary Sewer, Abandon in Place	LF	257.00	\$ 20.00	\$ 5,140.00	305.00	\$ 20.00	\$ 6,100.00				305.00	\$ 6,100.00	100%
14	Sanitary Manhole, Remove	EA	1.00	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ 1,300.00				1.00	\$ 1,300.00	100%
15	Agg Trench Support, 1" X 3"	CY	390.00	\$ 1.00	\$ 390.00	0.00	\$ 1.00	\$ -				0.00		
16	Agg Trench Support, 6-inch, 21AA	SY	310.00	\$ 1.00	\$ 310.00	0.00	\$ 1.00	\$ -				0.00		
17	4-foot Dia San Sewer MH, 16'-20'	EA	4.00	\$ 11,250.00	\$ 45,000.00	3.00	\$ 11,250.00	\$ 33,750.00				3.00	\$ 33,750.00	100%
18	4-foot Dia San Sewer MH, 4'-8'	EA	1.00	\$ 7,850.00	\$ 7,850.00	1.00	\$ 7,850.00	\$ 7,850.00				1.00	\$ 7,850.00	100%
19	San Sewer, 10-inch, PVC Truss	LF	383.00	\$ 797.25	\$ 305,346.75	383.00	\$ 797.25	\$ 305,346.75				383.00	\$ 305,346.75	100%
20	Tap Existing Manhole	EA	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
21	Sanitary Lead, Reconnect	EA	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
22	Agg Base, 6-inch, 21AA	SY	415.00	\$ 1.00	\$ 415.00	0.00	\$ 1.00	\$ -				0.00		
23	Agg Base, 8-inch, 21AA	SY	61.00	\$ 18.00	\$ 1,098.00	61.00	\$ 18.00	\$ 1,098.00				61.00	\$ 1,098.00	100%
24	Sidewalk, Conc, 4-inch	SF	2430.00	\$ 2.50	\$ 6,075.00	2430.00	\$ 2.50	\$ 6,075.00				2430.00	\$ 6,075.00	100%

TOTAL THIS SHEET \$ 437,607.75 \$ 425,886.31 \$ - \$ 425,885.31 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: GR & Jo Dr. Sanitary Repairs

NOVI PROJECT NO.: 18-1202

PAYMENT NO.: FINAL

CIP NO.: N/A

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	%
29	Grout	Gallon	1	592-592.00-976.038	1500.00	\$ 23.33	\$ 34,999.50				1500.00	\$ 34,999.50	100%
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	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ 34,999.50		\$ -		\$ 34,999.50		
TOTAL FROM OTHER SHEETS					\$ 465,987.75		\$ 455,516.31		\$ -		\$ 455,515.31		
GRAND TOTAL					\$ 465,987.75		\$ 490,515.81		\$ -		\$ 490,514.81		100%



CITY OF NOVI

PURCHASE ORDER NO.

95723

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: GR & Jo Dr. Sanitary Repairs **NOVI PROJECT NO.:** 18-1202 **PAYMENT NO.:** FINAL
CIP NO.: N/A

Original Contract Amount: \$ 465,987.75

Change Orders: \$ 24,527.06

Adjusted Contract Amount to Date: \$ 490,514.81

Total Cost of Work Performed to Date: \$ 490,514.81

MINUS Retainage: \$ -
MINUS Inspection "Crew Days": To Date \$ 20,825.00
 This Pay

Net Amt. Earned of Contract and Extra Work to Date: \$ 469,689.81

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

Subtotal: \$ 469,689.81

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

Subtotal: \$ 469,689.81

MINUS Amount of Previous Payments: \$ 445,164.07

1 \$ 88,759.37
 2 \$ 252,366.53
 3 \$ 49,357.81
 4 \$ 54,680.36
 5 \$ -
 6 \$ -
 7 \$ -
 8 \$ -
 9 \$ -
 10 \$ -

BALANCE DUE THIS PAYMENT:

CHANGE ORDERS

No.	Date	Amount
1	February 22, 2019	\$ 33,451.50
2	August 20, 2019	\$ (8,924.44)
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 24,527.06

Inspection "Crew Days" Allowed per Contract:	40.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	40.00
Inspection "Crew Days" Used to Date:	69.75
Inspection "Crew Days" Remaining:	-29.75



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:	GR & Jo Dr. Sanitary Repairs	NOVI PROJECT NO.:	18-1202	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Ben Croy, P.E., Water & Sewer Senior Manager
Electronic Signature Certification

Vinay Shenoy

Digitally signed by Vinay Shenoy
DN: cn=Vinay Shenoy, o=D.V.M. Utilities, Inc., ou=Management,
email=vshenoy@dvmutilities.com, c=US
Date: 2019.12.05 11:31:25 -05'00'

D.V.M. Utilities, Inc.
CONTRACTOR - Electronic Signature Certification

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

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. 106967343

PROJECT: Grand River Avenue and Jo Drive Sanitary Sewer Repair, Job No. NV140017
(name, address)

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

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Contract Bond
CONTRACT DATE: 11/27/2018

CONTRACTOR:
D.V.M. Utilities, Inc.
6045 Sims Road, Suite 2
Sterling Heights, MI 48313-3749

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY COMPANY

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

D.V.M. Utilities, Inc.
6045 Sims Road, Suite 2
Sterling Heights, MI 48313-3749

, 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

9th day of December, 2019

Surety Company
Travelers Casualty and Surety Company of America


Signature of Authorized Representative

Attest:
(Seal):

Chard Sell

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

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of TROY

Michigan, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **December**, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we D.V.M Utilities Inc.
hereinafter called the "Principal", and Travelers Casualty and Surety Company of America

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

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of Four Hundred Sixty Five Thousand Nine Hundred Eighty Seven Dollars and Seventy Five Cents (\$ 465,987.75) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents,

7th WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____ day of JANUARY 2019, for the construction of

GRAND RIVER AVENU AND JO DRIVE SANITARY SEWER REPAIR

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

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

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

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

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



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

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

Signed and Sealed this 29th day of November, 2018.

In the Presence of:

WITNESS

Vinay Shenvi
VINAY SHENVI
Patricia J. Pryor
PATRICIA J. PRYOR

Charlene Vaughn
Charlene Vaughn, Surety Administrator
Krista Vaughn
Krista Vaughn, Surety Administrator

106967343
Bond No.

D.V.M. Utilities Inc.
Daniel Dilegge
Principal DANIEL DILEGGE
PRESIDENT

Title
Travelers Casualty and Surety Company of America

Surety
Susan L. Small
Title Susan L. Small, Attorney-in-Fact

One Tower Square
Address of Surety
Hartford, CT 06183
City Zip Code





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of **TROY Michigan**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017.**



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **November, 2018**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 106967343

IN FAVOR OF City of Novi

ON BEHALF OF D.V.M. Utilities, Inc.

EFFECTIVE 11/29/2018

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, **Travelers Casualty and Surety Company of America** hereby gives its consent to:


Increase Bond Amount to \$490,514.81 from \$465,987.75

EFFECTIVE: 1/6/2020

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond and under the attached bond as changes by this rider shall not be cumulative.

SIGNED, AND SEALED 1/6/2020

Travelers Casualty and Surety Company of America
Surety


Susan L Small Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of TROY Michigan, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of January, 2020



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

SWORN STATEMENT

STATE OF MICHIGAN)
) SS
 COUNTY OF MACOMB)

Date: 12/16/2019

I, Daniel DiLegge, President of D.V.M. UTILITIES, Inc. being duly sworn deposes and says:

- 1) That D.V.M. UTILITIES, INC. is the Contractor for an improvement to the property described on this page.
- 2) That the following is a statement of each subcontractor and supplier and laborer, for which 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 hereof are correctly and fully set forth opposite their names as follows:

Name of subcontractor, supplier or laborer	Type of improvement furnished	Total contract price	Contract change + -	Adjusted contract amount	Amount already paid	Amount currently owing	Balance to complete
ETNA Supply Company ✓	PVC pipe and fittings, Precast Structures, Misc. Supplies	\$ 15,652.37	\$ -	\$ 15,652.37	\$ 15,652.37	\$ -	\$ -
HD Supply Waterworks/Core & Main ✓	Castings, Structure Infiltration Wrap	\$ 5,978.60	\$ -	\$ 5,978.60	\$ 5,978.60	\$ -	\$ -
Logan Clay Products ✓	No-Dig Clay Pipe	\$ 14,976.60	\$ -	\$ 14,976.60	\$ 14,976.60	\$ -	\$ -
Ashley Land Development ✓	Aggregates	\$ 968.88	\$ -	\$ 968.88	\$ 968.88	\$ -	\$ -
Cameron Construction Co. ✓	Subcontractor labor	\$ 10,985.00	\$ -	\$ 10,985.00	\$ 10,985.00	\$ -	\$ -
Edw. C. Levy Co. ✓	Aggregates	\$ 232.32	\$ -	\$ 232.32	\$ 232.32	\$ -	\$ -
Superior Materials ✓	Ready mix concrete	\$ 7,626.15	\$ -	\$ 7,626.15	\$ 7,626.15	\$ -	\$ -
Bob's Sanitation Services ✓	Portable Sanitation Facility	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -
Natural Aggregates Corp ✓	Aggregates	\$ 40.00	\$ -	\$ 40.00	\$ 40.00	\$ -	\$ -
Mound Road Crushed Concrete ✓	Aggregates	\$ 120.84	\$ -	\$ 120.84	\$ 120.84	\$ -	\$ -
Pro-Tec Equipment ✓	Shoring Products	\$ 5,277.40	\$ -	\$ 5,277.40	\$ 5,277.40	\$ -	\$ -
The Sherwin Williams Co. ✓	Chemical Grout material	\$ 8,983.99	\$ -	\$ 8,983.99	\$ 8,983.99	\$ -	\$ -
Telespector Corporation ✓	Grouting Tools & Supplies	\$ 3,068.75	\$ -	\$ 3,068.75	\$ 3,068.75	\$ -	\$ -
Integra Contractors, LLC ✓	Topsoil	\$ 360.00	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ -
Poco inc ✓	Traffic Control	\$ 1,900.00	\$ -	\$ 1,900.00	\$ 1,900.00	\$ -	\$ -
G2 Consulting Group ✓	TERS/Shaft Design	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -
Sylvania Minerals ✓	Aggregates	\$ 1,030.58	\$ -	\$ 1,030.58	\$ 1,030.58	\$ -	\$ -
Victoria Companies LLC ✓	Subcontractor Concrete	\$ 7,100.00	\$ -	\$ 7,100.00	\$ 7,100.00	\$ -	\$ -
All equipment, fuel, tools & supplies, overhead expenses and all applicable permit costs are paid in full.							
All of our wages, benefits, fringes, taxes, insurance and withholdings are paid in full as per the contract.							
TOTALS		\$ 90,479.48	\$ -	\$ 90,479.48	\$ 90,479.48	\$ -	\$ -

3) The contracts or subcontracts cited herein are for improvement to the following described real property situated in Macomb County, Michigan described as:
 (Insert legal description of property)

Grand River and Jo Drive Sewer Repair, Novi Project 18-1202

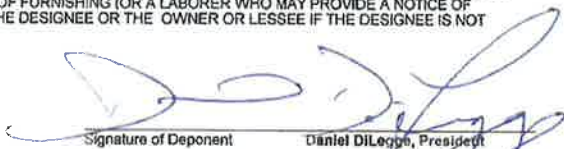
COMMONLY KNOWN AS:

Engineer: Spalding DeDecker & Associates
 Owner: City of Novi, MI
 Project # 18-1202, Purchase Order No. 95723

- 4) 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.
- 5) Deponent further says that he or she makes the foregoing statement as 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 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 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 OR 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 DESIGNEE IS NOT NAMED OR HAS DIED.

Dated 16-Dec-19


 Signature of Deponent Daniel DiLegge, President

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 16 day of December, 2019 in Macomb County, Michigan.

My commission expires:

Signature: Jaime Alyse Davis NOTARY PUBLIC
 Acting in Macomb County, Michigan

JAIME ALYSE DAVIS
 Notary Public, State of Michigan
 County of Macomb
 My Commission Expires Feb. 26, 2026
 Acting in the County of Macomb

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: HDPE and PVC Pipe, Structures and Fittings, Sanitary Manhole

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Etna
29949 Beck Road
Wixom, MI 48393-2836

TELEPHONE: 248-624-5000

Bill Mavor
AUTHORIZED SIGNATURE

Bill Mavor
NAME

Credit Mgr
TITLE

12/6/19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Sanitary Covers, frames, sealants, manhole boots, and spacer kit

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Core and Main
4901 Dewitt
Canton, Michigan 48188

TELEPHONE: 734-398-5950

Kathy Anderson
AUTHORIZED SIGNATURE

KATHY ANDERSON
NAME

credit manager
TITLE

12-10-19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE.

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: No Dig Clay Pipe

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Logan Clay Products LLC
201 S. Walnut Street
Logan, Ohio *43138*

TELEPHONE: 740-385-2184

Cindy Johnson
AUTHORIZED SIGNATURE
Cindy Johnson
NAME
A/R
TITLE
12/9/19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Topsoil

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Ashley Land Development CO., Inc.
3333 Muir Road
Milford, MI 48380

TELEPHONE: 248-684-1260

Amy Young Bookkeeper
AUTHORIZED SIGNATURE

Amy Young
NAME

Bookkeeper
TITLE

12/10/19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Sub- Contractor

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Cameron Construction
6045 Sims
Sterling Heights, MI 48313

TELEPHONE: (586) 979-0320

Debbie Taraski
AUTHORIZED SIGNATURE
Debbie Taraski
NAME
Secretary
TITLE
12-8-19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Sand *INU # 2388296*

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Edward C. Levy Co.
26268 Network Place
Chicago, Illinois

TELEPHONE: 313-843-7200

Karen Tarter
AUTHORIZED SIGNATURE

Karen Tarter
NAME

Asset Control Mgr
TITLE

12-5-19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Ready Mix Concrete

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Superior Materials
P.O. Box 2900
Farmington Hills, MI 48333-2900

TELEPHONE: 866-816-0300

Theresa Russell
AUTHORIZED SIGNATURE
Theresa Russell
NAME
AGENT
TITLE
12/10/19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Sanitation

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Bobs Sanitation Service, Inc.
P.O. Box 530845
Livonia, MI 48153

TELEPHONE: 734-421-1400


AUTHORIZED SIGNATURE
Jill A. COSHATT
NAME
Agent
TITLE
12/16/19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: *Aggregates*

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: *Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi*

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Natural Aggregates Corp.
P.O. Box 283
Brighton, MI 48116

TELEPHONE: 248-685-1502



AUTHORIZED SIGNATURE

Chris Sanders
NAME

Accts. Payable / Sale Op
TITLE

12-16-19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: **Aggregates**

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: **Mound Road Crushed Concrete
33200 Mound Road
Sterling Heights, MI 48310**

TELEPHONE: 586-393-6200

J. Marc Comtois
AUTHORIZED SIGNATURE

J. Marc Comtois
NAME

Officer
TITLE

12-17-19
DATE SIGNED

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE**

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Shoring

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi *Invoice PSISS720*

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Pro-Tec Equipment
Arcosa Shoring Products, Inc.
P.O. Box 733000
Dallas, TX 75373-3000

TELEPHONE: 517-827-3250

Jodi O'Connell

AUTHORIZED SIGNATURE

Jodi O'Connell

NAME

Finance Support Admin.

TITLE

12/16/19

DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

2019-12-10 09:35

SW1085FAX 1085 >> 734

P 1/1

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Chemical Grou

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: The Sherwin Williams Co.
27591 Schoolcraft Road
Livonia, MI 48150-2201

TELEPHONE: 734-422-8730


AUTHORIZED SIGNATURE

Robin Stonebaker
NAME

Credit Specialist
TITLE

12/10/19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Grouting Tools and Supplies

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Telespector
 1460 Opdyke Road
 Auburn Hills, MI 48326

TELEPHONE: 586-393-6200



AUTHORIZED SIGNATURE



NAME



TITLE



DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8293

FULL UNCONDITIONAL WAIVER

WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Topsoil: INV: 5730 in the amount of \$360.00

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Integra Contractors, LLC
71 Aspinwall Drive
Troy, Michigan 48098

TELEPHONE: 248-635-7494



AUTHORIZED SIGNATURE

Laura Gillies

NAME

Co-owner

TITLE

12-17-19

DATE SIGNED

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE**

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO


PROVIDE: Traffic Control


FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Poco Inc.
4850 S. Sheldon
Canton, MI 48188

TELEPHONE: 734-397-1677



AUTHORIZED SIGNATURE


NAME
V.P.

TITLE
12/13/19

DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Design Engineering Services, shaft design, trench box evaluation

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: G2 Consulting Group, LLC
1866 Woodslee Street
Troy, Michigan

TELEPHONE: 248-680-0400

Mark W. Smolinski
AUTHORIZED SIGNATURE

Mark W. Smolinski
NAME

Principal
TITLE

12/10/19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE



Great Lakes Aggregates Companies

Sylvania Minerals • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

FULL UNCONDITIONAL WAIVER

My/our contract with D.V.M. Utilities, Inc.
(Other Contracting Party)

To provide Aggregate Material

For the improvement to the property described as:

Grand River and Jo Dr Sanitary Sewer Repair, City of Novi

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

If the owner of 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.

Sylvania Minerals, LLC

Lana Dedeluk, Office Manager
(Signature of Lien Claimant)

Signed On: 12/10/19

Address: 5699 Ready Road, PO Box 406
South Rockwood, MI 48179

Telephone: (734) 783-7416

Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

D.V.M. UTILITIES, INC.
6045 SIMS RD., SUITE 2
STERLING HEIGHTS, MI 48313
PH: 586-979-0402
FAX: 586-979-8295

FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH D.V.M. Utilities, Inc. TO

PROVIDE: Sidewalk Replacement

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS: **Grand River and Jo Dr
Sanitary Sewer Repair, City of Novi**

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN
RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Victoria Companies, LLC
15972 Merriman Road
Romulus, Michigan 48174

TELEPHONE: 313-887-4554


AUTHORIZED SIGNATURE

Erasmo Sanchez
NAME

Owner
TITLE

12-10-19
DATE SIGNED

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.
PLEASE MAIL ORIGINAL TO OUR OFFICE