



## CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**July 25, 2016**

**SUBJECT:** Approval of the final payment to Reliance Building Company for the North Novi Road Pressure Reducing Valve (PRV) Upgrades project in the amount of \$4,952.46, plus interest earned on retainage.

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

*GA*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 4,952.46</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 40,705 (FY 2015-16)</b>
<b>LINE ITEM NUMBER</b>	<b>592-592.00-974.099</b>

### BACKGROUND INFORMATION:

In order to maintain reliable operations of the water system, the City of Novi Water and Sewer Division along with oversight by the Engineering Division constructed upgrades to the North Novi Road Pressure Reducing Valve (PRV) vault. Previous inspections of the valve vault indicated that the existing steel structure was in need of rehabilitation and that all electrical and mechanical components were in need of replacement. In addition, the supervisory control and data acquisition (SCADA) upgrades were needed at the site to allow Water and Sewer Division staff to remotely monitor site operations. The timing of this project coincided very well with the construction of the West Park Storage Reservoir.

The construction contract was awarded for this project at the September 15, 2014 City Council meeting to Reliance Building Company in the amount of \$64,600.00.

Water and Sewer and Engineering staff worked with the engineering consultant for this project, OHM-Advisors to review and verify the final contract payment amount of \$4,952.46 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's July 12, 2016 letter, attached).

There were two (2) approved change orders issued for this project resulting in an increase of \$10,449.12 to the construction contract, or 16.2% over the awarded amount. The approved change orders resulted in a final contract price of \$75,049.12.

**RECOMMENDED ACTION:** Approval of the final payment to Reliance Building Company for the North Novi Road Pressure Reducing Valve (PRV) Upgrades project in the amount of \$4,952.46, plus interest earned on retainage.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

# NOVI RD-NORTH, PRV UPGRADES



LOCATION MAP  
N.T.S.





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

July 12, 2016

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

**Re: Novi Road North PRV Upgrades – Reliance Building Company**  
*Closing Documents*

Dear Mr. Staup:

We have received and reviewed closing documents for the Novi Road North PRV Upgrades Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond previously provided has been increased due to the increased contract amount resulting from change orders. The General Contractor must provide its final waiver of lien time it receives final payment.

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

Aaron Staup, Construction Engineering Coordinator  
July 12, 2016  
Page 2

Very truly yours,

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



Elizabeth Kudla Saarela

Enclosures

- C: Cortney Hanson, Clerk (w/Enclosures)
- Rob Hayes, Public Services Director (w/Enclosures)
- Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
- Brian Coburn, Engineering Manager (w/Enclosures)
- Ben Croy, Water & Sewer Manager (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)



# CITY OF NOVI

Balance Due This Payment = \$ 4,952.46

PURCHASE ORDER NO.  
94351

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Novi Road North PRV Upgrades      NOVI PROJECT NO.: 14-1102      PAYMENT NO.: FINAL

OWNER: City of Novi      ENGINEER: Ben Croy - Water & Sewer Manager      CONTRACTOR: Reliance Building Company  
45175 W. Ten Mile Road      26300 Lee BeGole Drive      26200 Town Center Dr., Suite 195  
Novi, Michigan 48375      Novi, Michigan 48375      Novi, Michigan 48375  
(248) 735-5647      (248) 374-3210

CONTRACT AMOUNT      FINAL COMPLETION DATES      DATES OF ESTIMATE

ORIGINAL: \$64,600.00      ORIGINAL: May 15, 2015      FROM: November 18, 2015

REVISED: \$75,049.12      REVISED: May 15, 2015      TO: June 24, 2016

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	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	%
1	Bonds & Insurance	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
2	General Conditions	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
3	OH & P	LS	1.00	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ 7,000.00				1.00	\$ 7,000.00	100%
4	Traffic Control	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
5	Restoration	LS	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	100%	1.00	\$ 600.00	100%
6	Ladder	LS	1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
7	Access Hatch	LS	1.00	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00	\$ 2,600.00				1.00	\$ 2,600.00	100%
8	Mobilization	LS	1.00	\$ 2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	\$ 2,250.00				1.00	\$ 2,250.00	100%
9	Sump Pump Material	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
10	Sump Pump Installation	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
11	Vent Piping Material	LS	1.00	\$ 200.00	\$ 200.00	1.00	\$ 200.00	\$ 200.00				1.00	\$ 200.00	100%
12	Vent Piping Installation	LS	1.00	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	\$ 1,400.00				1.00	\$ 1,400.00	100%
13	Dehumidifier	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
14	Dehumidifier Installation	LS	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
15	Exhaust Fan	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
16	Exhaust Fan Installation	LS	1.00	\$ 700.00	\$ 700.00	1.00	\$ 700.00	\$ 700.00				1.00	\$ 700.00	100%
17	Unit Heater	LS	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
18	Unit Heater Installation	LS	1.00	\$ 700.00	\$ 700.00	1.00	\$ 700.00	\$ 700.00				1.00	\$ 700.00	100%
19	PRV Rebuilds	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	\$ 9,000.00				1.00	\$ 9,000.00	100%
20	Electrical Mobilization	LS	1.00	\$ 700.00	\$ 700.00	1.00	\$ 700.00	\$ 700.00				1.00	\$ 700.00	100%
21	Cut and Cap, Demolition	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
22	Raceway Material	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
23	Raceway Installation	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
24	Power Distribution Material	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
TOTAL THIS SHEET				\$	47,050.00	\$	47,050.00	\$	600.00	\$	47,050.00	100%		





# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Novi Road North PRV Upgrades

NOVI PROJECT NO.: 14-1102

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	%
32	Conc Curb Cut and Removal	LS	0	0	1.00	\$ 900.00	\$ 900.00				1.00	\$ 900.00	100%
33	Conc Curb Replacement	LS	0	0	1.00	\$ 1,100.00	\$ 1,100.00				1.00	\$ 1,100.00	100%
34	Drain Tile Installation	LS	0	0	1.00	\$ 3,200.00	\$ 3,200.00				1.00	\$ 3,200.00	100%
35	Manhole Masonry Riser Repair	LS	0	0	1.00	\$ 600.00	\$ 600.00				1.00	\$ 600.00	100%
36	Traffic Control	LS	0	0	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
37	Position Indicator Install & Calibr.	LS	0	0	1.00	\$ 840.00	\$ 840.00				1.00	\$ 840.00	100%
38	Flowmeter Install and Wiring	LS	0	0	1.00	\$ 1,309.12	\$ 1,309.12				1.00	\$ 1,309.12	100%
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	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 10,449.12		\$ -		\$ 10,449.12		
TOTAL FROM OTHER SHEETS					\$ 64,600.00		\$ 64,600.00		\$ 1,200.00		\$ 64,600.00		
<b>GRAND TOTAL</b>					<b>\$ 64,600.00</b>		<b>\$ 75,049.12</b>		<b>\$ 1,200.00</b>		<b>\$ 75,049.12</b>	<b>100%</b>	





CITY OF NOVI

PURCHASE ORDER NO.

94351

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Novi Road North PRV Upgrades NOVI PROJECT NO.: 14-1102 PAYMENT NO.: FINAL

Original Contract Amount: \$ 64,600.00
Change Orders: \$ 10,449.12
Adjusted Contract Amount to Date: \$ 75,049.12
Total Cost of Work Performed to Date: \$ 75,049.12
MINUS Retainage: 0% \$ -
MINUS Inspection "Crew Days": To Date 0.00 \$ -
This Pay 0.00
Net Amt. Earned of Contract and Extra Work to Date: \$ 75,049.12
MINUS L.D.'s: # of days over = \$ -
\$ amount/day = \$0
Subtotal: \$ 75,049.12
ADD Incentive "Crew Days", if under: \$ -
Subtotal: \$ 75,049.12
MINUS Amount of Previous Payments: \$ 70,096.66
1 \$ 36,165.00
2 \$ 33,931.66
3 \$ -
4 \$ -
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

CHANGE ORDERS

Table with columns: No., Date, Amount. Includes entries for May 12, 2015 and November 16, 2015.

BALANCE DUE THIS PAYMENT: \$ 4,952.46





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: Novi Road North PRV Upgrades NOVI PROJECT NO.: 14-1102 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.

Reliance Building Company
Contractor Company

Date: 7/8/16

Contractor Authorized Signature
By: R. Lynn Natzic, PE
Print Name President

Ben Croy - Water & Sewer Manager
Preparer
Preparer Authorized Signature

Date: 7/13/16

By:
Print Name

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI
By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 7/13/16

By: Brian Coburn, PE., Engineering Senior Manager

Dated: 7/13/16

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  
TO FINAL PAYMENT**

AIA DOCUMENT G707

(Instructions on reverse side)

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

**Bond No. PB02452300787**

TO (OWNER)  
(Name and address )

ARCHITECT'S PROJECT NO:

**City Of Novi  
45175 West Ten Mile Road  
Novi, MI 48375**

CONTRACT DATE: 10/20/2014

PROJECT:  
(Name and address)

**Novi Rd-North PRV Upgrades**

CONTRACTOR: **RELIANCE BUILDING COMPANY**  
**26200 Town Center Drive**  
**Novi, MI 48375**

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 )

**Philadelphia Indemnity Insurance Company**  
**One Bala Plaza, Ste. 100**  
**Bala Cynwyd, PA 19004**

, SURETY,

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

**RELIANCE BUILDING COMPANY**  
**26200 Town Center Drive**  
**Novi, MI 48375**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of  
any of its obligations to

(here insert name and address of Owner)

**City Of Novi**  
**45175 West Ten Mile Road**  
**Novi, MI 48375**

, OWNER,

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

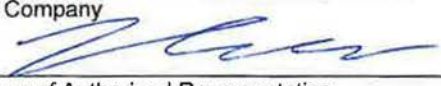
IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this **27th** day of **June, 2016**.

(Insert in writing the month following by the numeric date and year)

Attest:  
Seal



**Philadelphia Indemnity Insurance Company**  
Surety Company



Signature of Authorized Representative  
**Nick Ashburn, Attorney-in-Fact**

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint William J. McNish, Suzanne M. Moceri, Michelle B. Graham & Nick Ashburn of McNish Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

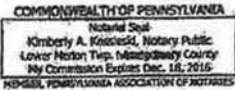
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: \_\_\_\_\_  
residing at: Bala Cynwyd, PA  
My commission expires: December 18, 2016

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>TH</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27 day of JUNE 2016,



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

Maintenance and Guarantee Bond NO. PB02452300787  
*(Bond Type)* *(Bond Number)*  
IN FAVOR OF City of Novi  
*(Obligee)*  
ON BEHALF OF Reliance Building Company  
*(Principal)*  
EFFECTIVE October 20, 2014  
*(Original Effective Date)*

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, Philadelphia Indemnity Insurance Company,  
hereby gives its consent to change;

Maintenance and Guarantee Bond Amount  
(of) the attached bond FROM: \$64,600.00

TO: \$75,049.00

REASON: Maintenance and Guarantee Bond Amount Increase

EFFECTIVE: June 27, 2016


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 changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 27 day of June 2016.

Reliance Building Company  
*Principal*

Philadelphia Indemnity Insurance Company  
*Surety*

Accepted By \_\_\_\_\_

  
\_\_\_\_\_  
*Nick Ashburn, Attorney-in-Fact*

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint William J. McNish, Suzanne M. Mocerri, Michelle B. Graham & Nick Ashburn of McNish Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: \_\_\_\_\_  
residing at: Bala Cynwyd, PA  
My commission expires: December 18, 2016

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>th</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27 day of JUNE 2016



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



## CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Oakland

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

President of the Reliance Building Company  
(Title) (Firm Name)

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

Novi Road North PRV Upgrades  
(Description of Improvement)

located at: Novi Road North PRV Station

The total amount of the contract is \$75,049.12 of which I have received payment of \$70,096.66 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 30th day of June, 2016

Name: Reliance Building Company  
(individual/corporation/partnership)

By: *R. Lynn Natzic*  
*R. Lynn Natzic* (Title)  
President

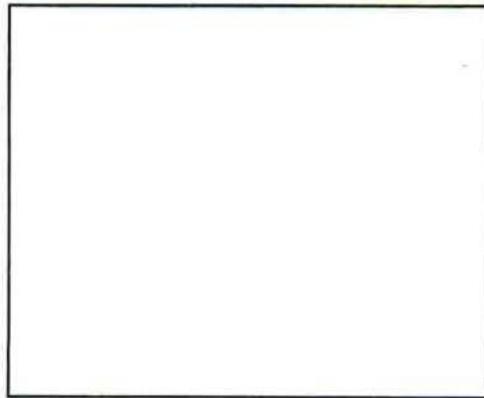
Attest: *Anne M. Natzic*  
*Anne M. Natzic* (Title)  
Sec/Treas

Subscribed and sworn to before me this 30th day of June, 2016

Notary Public: *Dan Chenoweth*  
Dan Chenoweth

*My Commission expires 7/1/2016*

NOTARY SEAL





## SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
McNish Associates ✓	Bonding	\$1,401.00	\$1,401.00		0.0%	\$0.00
Paradigm 2000 ✓	Video Survey	\$250.00	\$250.00		0.0%	\$0.00
HCL	Concrete	\$1,120.72	\$1,120.72		0.0%	\$0.00
Larry John ✓	Excavating	\$4,000.00	\$4,000.00		0.0%	\$0.00
Platinum Mechanical ✓	Mechanical	\$28,613.34	\$25,752.01	\$2,861.33	0.0%	\$0.00
Great Lakes Power & Lighting ✓	Electrical	\$13,746.74	\$13,746.74		0.0%	\$0.00
Nystrom ✓	Hatches	\$1,873.02	\$1,873.02		0.0%	\$0.00
Traffic Management ✓	Traffic Managemetrn	\$493.00	\$493.00		0.0%	\$0.00
PCS Construction ✓	Painting	\$14,323.00	\$13,340.30	\$982.70	0.0%	\$0.00
Lane International ✓	Ladder	\$714.50	\$714.50		0.0%	\$0.00
Dynamite Landscaping ✓	Restoration	\$745.00	\$745.00		0.0%	\$0.00
<b>TOTALS</b>		<b>\$66,565.82</b>	<b>\$62,721.79</b>	<b>\$3,844.03</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: <u>          \$64,600.00</u>	Work Completed to Date: <u>          \$0.00</u>
Plus: Extras to Contract: <u>          \$10,449.12</u>	Less: Total Retainage: <u>          \$0.00</u>
Total: Contract plus Extras: <u>          \$75,049.12</u>	Less: Amount Previously Paid: <u>          \$70,096.66</u>
Less: Credits to Contract: <u>                          </u>	Less: Amount of this Request: <u>          \$4,952.46</u>
<b>Total: Adjusted Contract: <u>          \$75,049.12</u></b>	<b>Total Balance Due: <u>          \$0.00</u></b>

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **LMP Bonds** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

**The McNish Group  
26622 Woodward Ave  
Royal Oak, MI 48067**

Michelle B. Graham

Signed on: July 1, 2010

By: Michelle B. Graham

It's: Attorney-in-Fact

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

---

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Video/Audio Survey** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

Paradigm 2000, Inc.  
407 E. Fort St. Suite 501  
Detroit, MI 48226

Signed on: \_\_\_\_\_

7/1/16

By: \_\_\_\_\_

*Lester Lewis*

It's: \_\_\_\_\_

CEO  
Lester Lewis

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

---

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Concrete work** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

Harve's Construction, LLC  
2195 Jonathan  
Sterling Heights, MI 48310

(HCL)

Signed on: 7-06-16

By: 

It's: PLG

JEFF CLOSE

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

---

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Earthwork** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

Larry John Grading, Inc.  
68230 S. Forest  
Richmond, MI 48062

Signed on: 7-1-16

By: 

It's: President

LARRY A. JOHN

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

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Plumbing/Mechanical** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

**Platinum Mechanical, Inc.  
5051 Exchange Drive  
Flint, MI 48507**

Signed on: 1/13/16

By: 

It's: Sec/Tms.

Gregory Pfeiffer

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

---

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Electrical** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

**Great Lakes Power and Lighting  
9646 Marine City Hwy.  
Casco, MI 48064**

Signed on: 1-20-14

By: 

It's: President  
Robert Schwab

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

---

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

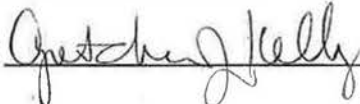
---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Roof hatch** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

**Nystrom  
9300 73rd Avenue North  
Brooklyn Park, MN 55428**

Signed on: July 6th, 2016

By: 

It's: CFO

Gretchen J. Kelly

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

---

---



(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Traffic Control** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

**Traffic Management Inc.  
2435 Lemon Ave.  
Signal Hill, CA 90755**

Signed on: July 1, 2016

By:   
Lauren Magdaleno

It's: Credit Analyst II

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

---

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Painting** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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: 6/24/10

PCS Construction, LLC  
6209 Hickory Drive  
Goodrich, MI 48438

By: 

It's: Manager

Scott Shellenbarger

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

---

---



# INVOICE

P.O. Box 925  
 10758 S.W. Manhasset Dr.  
 Tualatin, OR 97062  
 Phone: 503-692-9860 800-666-0076  
 Fax: 503-692-9863  
 www.laneinternational.com

**INVOICE # 6-0209**

**TO:** Reliance Building Co.  
 26200 Town Center Dr., Suite 195  
 Novi, MI 48377

**SHIP TO:** Reliance Building Co.  
 46351 West Road  
 Novi, MI 48377  
 Attn: Dan  
 Ph: 248-207-6983

DATE ENTERED	P.O. NUMBER	SHIPPING DATE	VIA
6-26-15	Dan	6-29-15	Freight - Prepay & Add

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 Pc.	10'0" Overall Length Vault Ladder with Handrail with 3 sets Flat Wall Brackets	\$ 535.00 each	\$ 535.00
	Paid by credit card prior to shipment		

<b>SUBTOTAL</b>	\$ 535.00
<b>PREPAID FREIGHT</b>	\$ 179.50
<b>TOTAL DUE</b>	\$ 714.50

**PLEASE SEND PAYMENT TO:**  
 Lane International Corp.  
 P.O. Box 925  
 Tualatin, OR 97062

TERMS: Net 30 Days

**Thank you for your business!**

(Kindly sign and return to us.)

**FULL UNCONDITIONAL WAIVER**

---

My/our contract with **Reliance Building Company, 26200 Town Center Drive, Suite 195, Novi, MI 48375-1218**, to provide **Lawn Restoration** for the improvement to the property described as **Novi Rd - North PRV Upgrades** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or 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.

**Dynamite Lawn Care and Landscaping  
5111 Ormond Rd  
Davisburg, MI 48350**

Signed on: \_\_\_\_\_

7/1/16

By \_\_\_\_\_

Troy Neirath

It's: \_\_\_\_\_

awper

**TROY NEIRATH**

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

---

**NORTH NOVI ROAD PRESSURE REDUCING VALVE UPGRADES**



Close-up of PRV station



Overall of PRV station – east-side of Novi Road, south of Old Novi Road