



CITY OF NOVI CITY COUNCIL
FEBRUARY 5, 2024

SUBJECT: Approval of the final payment to DiPonio Contracting, LLC for the Howell's Walled Lake Subdivision Water Main Replacement, Street Repaving & Sanitary Sewer Repair project, in the amount of \$73,287.76, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 23,600.00 Expense <u>\$ 49,687.76 Retainage</u> \$ 73,287.76 Total
AMOUNT BUDGETED	\$ 105,149.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-976.099

BACKGROUND INFORMATION:

The Howell's Walled Lake Subdivision is comprised of Wainwright Street, Linhart Street, Martin Avenue, and Paramount Street. The water main was installed when the subdivision was built in the 1970s and had a history of water main breaks and failing valves. This project replaced approximately 3,000 feet of 8-inch water main along each of the subdivision streets. Full restoration of the streets occurred upon completion of the replacement water main. Additionally, portions of the sanitary sewer within the subdivision were also lined to extend the service life of the sewer.

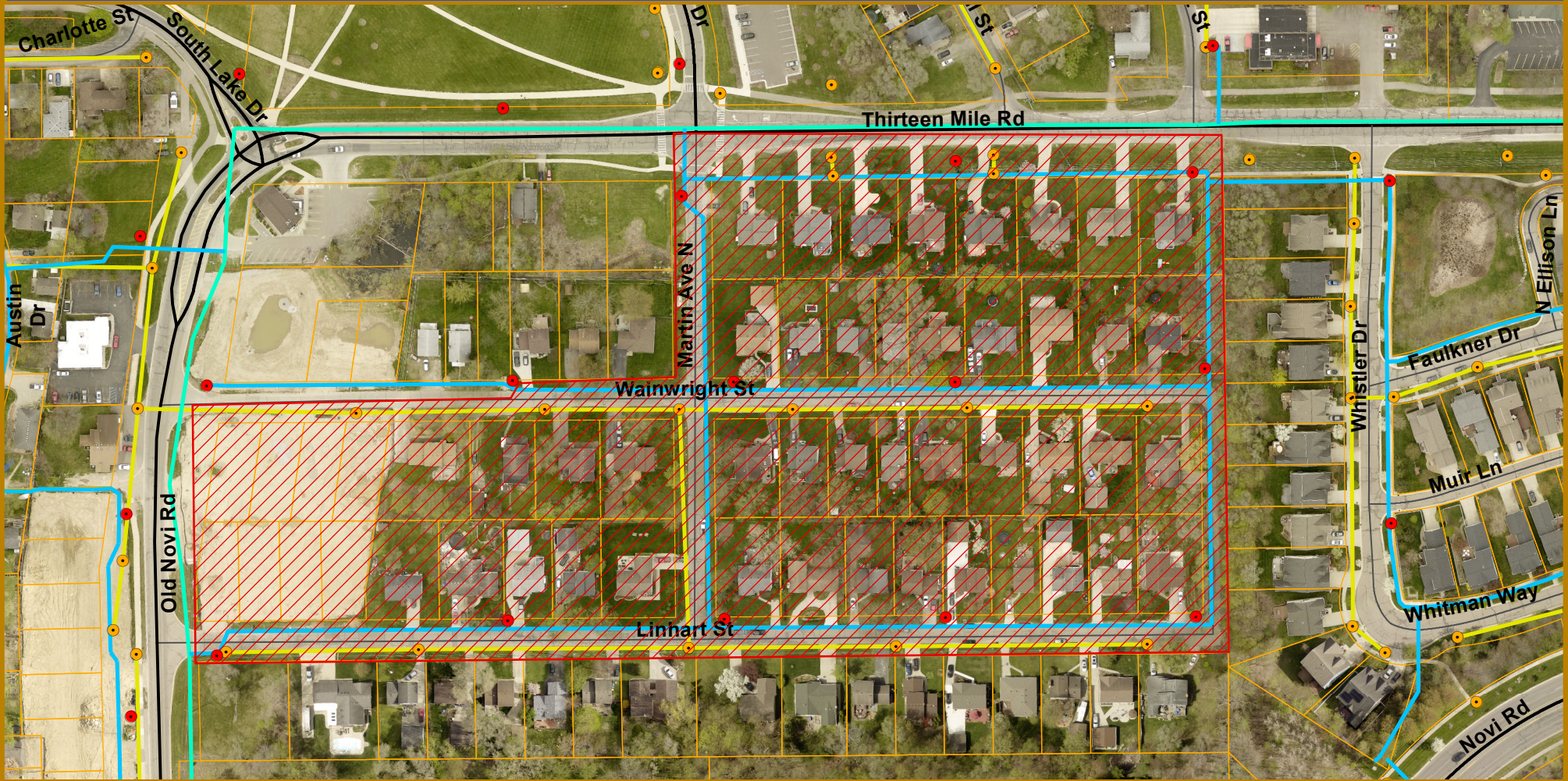
The construction contract was approved at the August 22, 2022, City Council meeting to DiPonio Contracting, LLC in the amount of \$2,071,892.02. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$73,287.76 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, January 17, 2024).

There were three (3) approved change orders issued, resulting in an overall increase of \$104,418.84 or 5.0% over the awarded amount. These approved change orders resulted in a final contract price of \$2,176,310.86.

RECOMMENDED ACTION: Approval of the final payment to DiPonio Contracting, LLC for the Howell's Walled Lake Subdivision Water Main Replacement, Street Repaving & Sanitary Repair project, in the amount of \$73,287.76, plus interest earned on retainage.

Howell's Walled Lake Subdivision Water Main Replacement, Road Improvements and Sanitary Sewer Lining

Location Map

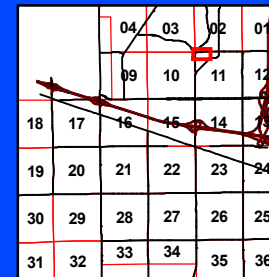


Map Author: Rebecca Runkel
 Date: 12/8/2021
 Project: Howell's Walled Lake WM-Road-San
 Version #: 1.0

MAP INTERPRETATION NOTICE

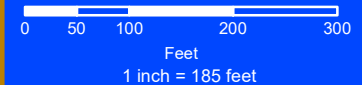
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.

Legend		Water Main Online	
	Project Area		8"
	Sanitary Manhole		36"
	Water Hydrant		
	8" Sanitary		



City of Novi

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



Howell's Walled Lake Subdivision Water Main and Paving



(Before) Linhart Street – Looking east towards Martin



(Before) Linhart Street – Looking west towards Old Novi Road



(Before) Martin Avenue – Looking south from 13 Mile



(Before) Wainwright Street – Looking east through Martin Avenue



(After) Wainwright Street – Looking east from Martin Avenue – Placement of Interlayer Fabric



(After) Paramount Street at Linhart – Placement of Interlayer fabric before final asphalt wearing course

ELIZABETH KUDLA SAARELA
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

January 17, 2024

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

Re: *Howell's Walled Lake Subdivision Paving, Water Main and Sanitary Sewer Project – DiPonio Contracting, LLC*

Dear Mr. Staup:

We have received and reviewed closing documents for the Howell's Walled Lake Subdivision Paving, Water Main and Sanitary Sewer Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety to Final Payment
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 at the time of receipt of the final check. 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
Enclosure

- C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

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

Balance Due This Payment = \$ 73,287.76

PURCHASE ORDER NO.

97144

APPLICATION FOR FINAL PAYMENT

PROJECT:	Howell's Walled Lake Sub - Water Main, Road Paving & Sanitary	NOVI PROJECT NO.:	22-1101	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR:	DiPonio Contracting, LLC 51251 Simone Industrial Drive Shelby Township, Michigan 48316 (586) 997-4150
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$2,071,892.02	ORIGINAL:	September 1, 2023	FROM:	October 10, 2023
REVISED:	\$2,176,310.86	REVISED:	September 6, 2023	TO:	November 2, 2023
		ACTUAL:			

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Howell's Walled Lake WM, Paving, SS GL# 592-536.00-976.099			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Base Bid	CD		125.00	\$ 700.00	\$ 87,500.00	132.00	\$ 700.00	\$ 92,400.00				102.50	\$ 71,750.00	78%
0	Crew Days - Division 2	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 3	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 4	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 5	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
	TOTAL CREW DAYS			125.00	\$ 700.00	\$ 87,500.00	132.00	\$ 700.00	\$ 92,400.00	0.00			102.50	\$ 71,750.00	78%
1	Audio Video Route Survey	LS		1.00	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00	\$ 1,050.00				1.00	\$ 1,050.00	100%
2	Mobilization	LS		1.00	\$ 100,000.00	\$ 100,000.00	1.00	\$ 100,000.00	\$ 100,000.00				1.00	\$ 100,000.00	100%
3	Tree, Rem, 6-inch to 18-inch	EA		2.00	\$ 500.00	\$ 1,000.00	0.00	\$ 500.00	\$ -				0.00		
4	Culv, Rem, Less Than 24-inch	EA		40.00	\$ 250.00	\$ 10,000.00	45.00	\$ 250.00	\$ 11,250.00				45.00	\$ 11,250.00	100%
5	Culv, End, Rem, Less Than 24-inch	EA		80.00	\$ 25.00	\$ 2,000.00	52.00	\$ 25.00	\$ 1,300.00				52.00	\$ 1,300.00	100%
6	Sewer, Rem, Less Than 24-inch	LF		88.00	\$ 35.00	\$ 3,080.00	88.00	\$ 35.00	\$ 3,080.00				88.00	\$ 3,080.00	100%
7	Driveway, Remove	SY		1594.00	\$ 18.00	\$ 28,692.00	1357.69	\$ 18.00	\$ 24,438.42				1357.69	\$ 24,438.42	100%
8	Pavt, Remove, Modified	SY		5985.00	\$ 4.50	\$ 26,932.50	7398.05	\$ 4.50	\$ 33,291.23				7398.05	\$ 33,291.23	100%
9	Exploratory Excavation	EA		10.00	\$ 700.00	\$ 7,000.00	0.00	\$ 700.00	\$ -				0.00		
10	Rock, Remove & Replace	EA		50.00	\$ 100.00	\$ 5,000.00	2.00	\$ 100.00	\$ 200.00				2.00	\$ 200.00	100%
11	Ditch Cleanout	STA		50.00	\$ 700.00	\$ 35,000.00	50.00	\$ 700.00	\$ 35,000.00				50.00	\$ 35,000.00	100%
12	Embankment, CIP	CY		175.00	\$ 35.00	\$ 6,125.00	175.00	\$ 35.00	\$ 6,125.00				175.00	\$ 6,125.00	100%
13	Excavation, Earth	CY		1750.00	\$ 35.00	\$ 61,250.00	1775.06	\$ 35.00	\$ 62,127.10				1775.06	\$ 62,127.10	100%
14	Non-Haz Contam Mat. Hand \$ Disp	CY		100.00	\$ 50.00	\$ 5,000.00	0.00	\$ 50.00	\$ -				0.00		
15	Subgrade Undercut, Type II, 1 X 3	CY		150.00	\$ 60.00	\$ 9,000.00	0.00	\$ 60.00	\$ -				0.00		
16	Subgrade Undercut, Type II, 21AA	CY		150.00	\$ 60.00	\$ 9,000.00	8.51	\$ 60.00	\$ 510.60				8.51	\$ 510.60	100%
17	Landscaping, Remove & Replace	LS		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ 2,500.00	\$ -				0.00		
18	Erosion Control, Check Dam, Stone	LF		300.00	\$ 50.00	\$ 15,000.00	0.00	\$ 50.00	\$ -				0.00		
19	Erosion Control, Inlet Protect, Fabric	EA		5.00	\$ 125.00	\$ 625.00	8.00	\$ 125.00	\$ 1,000.00				8.00	\$ 1,000.00	100%
20	Erosion Control, Silt Fence	LF		300.00	\$ 4.00	\$ 1,200.00	164.00	\$ 4.00	\$ 656.00				164.00	\$ 656.00	100%
21	Project Cleanup	LS		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
22	Aggregate Base, Conditioning	SY		1250.00	\$ 3.00	\$ 3,750.00	0.00	\$ 3.00	\$ -				0.00		
23	Aggregate Base, 6-inch, Modified	SY		1988.00	\$ 17.00	\$ 33,796.00	1753.72	\$ 17.00	\$ 29,813.24				1753.72	\$ 29,813.24	100%
24	Aggregate Base, 8-inch, Modified	SY		8584.00	\$ 20.00	\$ 171,680.00	8584.00	\$ 20.00	\$ 171,680.00				8584.00	\$ 171,680.00	100%

TOTAL THIS SHEET \$ 541,180.50 \$ 484,021.59 \$ - \$ 484,021.59 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Howell's Walled Lake Sub - Water Main, Road Paving & Sanitary
NOVI PROJECT NO.: 22-1101
CIP NO.: N/A
PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Howell's Walled Lake WM - Base Bid Contin GL# 0592-536.00-976.99	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	%
25	Maintenance Aggregate, 21AA	SY	1600.00	\$ 5.00	\$ 8,000.00	2043.67	\$ 5.00	\$ 10,218.35				2043.67	\$ 10,218.35	100%
26	Culv, End Section, 12-inch	EA	86.00	\$ 250.00	\$ 21,500.00	92.00	\$ 250.00	\$ 23,000.00				92.00	\$ 23,000.00	100%
27	Culv, CI A, CSP, 12-inch	LF	1341.00	\$ 55.00	\$ 73,755.00	1335.00	\$ 55.00	\$ 73,425.00				1335.00	\$ 73,425.00	100%
28	Sewer, CI A, 24-inch, Tr Det B	LF	44.00	\$ 175.00	\$ 7,700.00	44.00	\$ 175.00	\$ 7,700.00				44.00	\$ 7,700.00	100%
29	Sewer, CI IV, 12-inch, Tr Det B	LF	25.00	\$ 150.00	\$ 3,750.00	25.00	\$ 150.00	\$ 3,750.00				25.00	\$ 3,750.00	100%
30	Dr Structure Cover, Type G	EA	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	\$ 600.00				1.00	\$ 600.00	100%
31	Dr Structure Cover, Type Q	EA	6.00	\$ 750.00	\$ 4,500.00	5.00	\$ 750.00	\$ 3,750.00				5.00	\$ 3,750.00	100%
32	Dr Structure, 24-inch Dia.	EA	1.00	\$ 1,900.00	\$ 1,900.00	1.00	\$ 1,900.00	\$ 1,900.00				1.00	\$ 1,900.00	100%
33	Dr Structure, Tap, 12-inch	EA	1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ 750.00				1.00	\$ 750.00	100%
34	Structure Cover, Adjust, Add Depth	VF	7.00	\$ 500.00	\$ 3,500.00	0.00	\$ 500.00					0.00		
35	San Structure Cover, Adjust	EA	6.00	\$ 1,800.00	\$ 10,800.00	3.00	\$ 1,800.00	\$ 5,400.00				3.00	\$ 5,400.00	100%
36	Strm Structure Cover, Adjust	EA	5.00	\$ 1,400.00	\$ 7,000.00	5.00	\$ 1,400.00	\$ 7,000.00				5.00	\$ 7,000.00	100%
37	HMA Approach	TON	146.00	\$ 253.13	\$ 36,956.98	176.55	\$ 253.13	\$ 44,690.10				176.55	\$ 44,690.10	100%
38	HMA, 4EML	TON	980.00	\$ 112.74	\$ 110,485.20	991.98	\$ 112.74	\$ 111,835.83				991.98	\$ 111,835.83	100%
39	HMA, 5EML	TON	763.00	\$ 125.18	\$ 95,512.34	942.82	\$ 125.18	\$ 118,022.21				942.82	\$ 118,022.21	100%
40	HMA Paving Fabric	SY	7000.00	\$ 8.17	\$ 57,190.00	7571.43	\$ 8.17	\$ 61,858.58				7571.43	\$ 61,858.58	100%
41	Driveway, Nonreinf Conc, 6-inch	SY	1062.00	\$ 56.00	\$ 59,472.00	1230.78	\$ 56.00	\$ 68,923.68				1230.78	\$ 68,923.68	100%
42	Mailbox, Remove & Replace	EA	35.00	\$ 190.00	\$ 6,650.00	39.00	\$ 190.00	\$ 7,410.00				39.00	\$ 7,410.00	100%
43	Traffic Maintenance Control	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ 25,000.00				1.00	\$ 25,000.00	100%
44	Turf Establishment, Performance	SY	9000.00	\$ 7.85	\$ 70,650.00	9112.73	\$ 7.85	\$ 71,534.93				9112.73	\$ 71,534.93	100%
45	Fire Hydrant	EA	9.00	\$ 8,800.00	\$ 79,200.00	9.00	\$ 8,800.00	\$ 79,200.00				9.00	\$ 79,200.00	100%
46	Gate Well, Remove	EA	3.00	\$ 900.00	\$ 2,700.00	7.00	\$ 900.00	\$ 6,300.00				7.00	\$ 6,300.00	100%
47	Hydrant, Remove	EA	9.00	\$ 900.00	\$ 8,100.00	10.00	\$ 900.00	\$ 9,000.00				10.00	\$ 9,000.00	100%
48	Water Service	EA	31.00	\$ 2,200.00	\$ 68,200.00	28.00	\$ 2,200.00	\$ 61,600.00				28.00	\$ 61,600.00	100%
49	Water Service, Long	EA	30.00	\$ 3,200.00	\$ 96,000.00	29.00	\$ 3,200.00	\$ 92,800.00				29.00	\$ 92,800.00	100%
50	WM, Class 54, DI, 8-inch, Tr Det G	LF	3240.00	\$ 165.00	\$ 534,600.00	3147.50	\$ 165.00	\$ 519,337.50				3147.50	\$ 519,337.50	100%
51	Connect to Existing Water Main	EA	4.00	\$ 5,000.00	\$ 20,000.00	6.00	\$ 5,000.00	\$ 30,000.00				6.00	\$ 30,000.00	100%
52	Gate Valve and Well, 8-inch	EA	6.00	\$ 7,000.00	\$ 42,000.00	8.00	\$ 7,000.00	\$ 56,000.00				8.00	\$ 56,000.00	100%
53	Water Main, Abandon w/Flow Fill	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
54	CI PP Liner, 8-inch, Full Length	LF	672.00	\$ 70.00	\$ 47,040.00	673.00	\$ 70.00	\$ 47,110.00				673.00	\$ 47,110.00	100%
55	San Sewer Pre & Post Video, 8-inch	LF	672.00	\$ 1.25	\$ 840.00	673.00	\$ 1.25	\$ 841.25				673.00	\$ 841.25	100%
56	San Sewer, Cleaning & Prep, 8-inch	LF	672.00	\$ 5.00	\$ 3,360.00	673.00	\$ 5.00	\$ 3,365.00				673.00	\$ 3,365.00	100%
57	Sprinkler Line	LF	500.00	\$ 4.00	\$ 2,000.00	69.00	\$ 4.00	\$ 276.00				69.00	\$ 276.00	100%
58	Irrigation, Control Box, Relocate	EA	5.00	\$ 550.00	\$ 2,750.00	0.00	\$ 550.00					0.00		
59	Irrigation, Control Box, Replace	EA	5.00	\$ 850.00	\$ 4,250.00	0.00	\$ 850.00					0.00		
TOTAL FROM THIS SHEET					\$ 1,521,711.52			\$ 1,557,598.43	\$ -			\$ 1,557,598.43		
TOTAL FROM OTHER SHEET					\$ 541,180.50			\$ 484,021.59	\$ -			\$ 484,021.59		
SUBTOTAL					\$ 2,062,892.02			\$ 2,041,620.01	\$ -			\$ 2,041,620.01	100%	



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: Howell's Walled Lake Sub - Water Main, Road Paving & Sanitary
NOVI PROJECT NO.: 22-1101
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	%
63	Sewer Line Repair	SYD	0	0	17.00	\$ 1,000.00	\$ 17,000.00				17.00	\$ 17,000.00	100%
64	8" Line Stop	LS	0	0	1.00	\$ 45,000.00	\$ 45,000.00				1.00	\$ 45,000.00	100%
65	Added Drainage Structure @ 194 Wainwright	EA	0	0	0.00	\$ 2,500.00	\$ -				0.00	\$ -	
66	Diponio Claims #2,6,7,8,9 and 10	LS	0	0	1.00	\$ 38,340.85	\$ 38,340.85				1.00	\$ 38,340.85	100%
67	13 Mile and Martin SW Corner Culvert Instal	LS	0	0	1.00	\$ 22,000.00	\$ 22,000.00				1.00	\$ 22,000.00	100%
68	154 Linhart Ditch Enclosure and Regrading	LS	0	0	1.00	\$ 5,500.00	\$ 5,500.00				1.00	\$ 5,500.00	100%
69	134 Wainwright Regrading	LS	0	0	1.00	\$ 4,500.00	\$ 4,500.00				1.00	\$ 4,500.00	100%
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
78			0	0	0.00	\$ -	\$ -				0.00	\$ -	
79			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
81			0	0	0.00	\$ -	\$ -				0.00	\$ -	
82			0	0	0.00	\$ -	\$ -				0.00	\$ -	
83			0	0	0.00	\$ -	\$ -				0.00	\$ -	
84			0	0	0.00	\$ -	\$ -				0.00	\$ -	
85			0	0	0.00	\$ -	\$ -				0.00	\$ -	
86			0	0	0.00	\$ -	\$ -				0.00	\$ -	
87			0	0	0.00	\$ -	\$ -				0.00	\$ -	
88			0	0	0.00	\$ -	\$ -				0.00	\$ -	
89			0	0	0.00	\$ -	\$ -				0.00	\$ -	
90			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 132,340.85	\$ -			\$ 132,340.85		
TOTAL FROM OTHER SHEETS					\$ 2,071,892.02		\$ 2,043,970.01	\$ -			\$ 2,043,970.01		
GRAND TOTAL					\$ 2,071,892.02		\$ 2,176,310.86	\$ -			\$ 2,176,310.86	100%	



CITY OF NOVI

PURCHASE ORDER NO.

97144

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Howell's Walled Lake Sub - Water Main, Road Paving & Sanitary
NOVI PROJECT NO.: 22-1101
CIP NO.: N/A
PAYMENT NO.: FINAL

Original Contract Amount: \$ 2,071,892.02

Change Orders: \$ 104,418.84

Adjusted Contract Amount to Date: \$ 2,176,310.86

Total Cost of Work Performed to Date: \$ 2,176,310.86

MINUS Retainage: \$ -

MINUS Inspection "Crew Days": To Date \$ 102.50
This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 2,176,310.86

MINUS L.D.'s: # of days over = \$ -
\$ amount/day = \$1,500

Subtotal: \$ 2,176,310.86

ADD Incentive "Crew Days", if under: \$ 18,880.00

Subtotal: \$ 2,195,190.86

MINUS Amount of Previous Payments: \$ 2,121,903.10

1	\$	487,812.87
2	\$	350,589.91
3	\$	399,264.60
4	\$	585,815.39
5	\$	179,453.78
6	\$	68,857.28
7	\$	50,109.26
8		
9	\$	0.00
10	\$	0.00

BALANCE DUE THIS PAYMENT: \$ **73,287.76**

CHANGE ORDERS

No.	Date		Amount
1	May 4, 2023	\$	65,539.15
	June 30, 2023	\$	20,043.38
3	October 5, 2023	\$	18,836.31
4			
5			
6			
7			
8			
9			
10			

TOTAL: \$ 104,418.84

Inspection "Crew Days" Allowed per Contract:	125.00
Additional "Crew Days" per Change Orders:	7.00
Total Inspection "Crew Days" Allowed:	132.00
Inspection "Crew Days" Used to Date:	102.50
Inspection "Crew Days" Remaining:	29.50



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Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	Howell's Walled Lake Sub - Water Main, Road Paving & Sanitary	NOVI PROJECT NO.:	22-1101	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 Staup Digitally signed by Aaron Staup
Date: 2024.01.22 08:18:00 -05'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Avery Bartlett Digitally signed by Avery Bartlett
Date: 2023.12.13 08:30:03 -05'00'

DiPonio Contracting, LLC
CONTRACTOR - Electronic Signature Certification

Barry Gates Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com,
O=OHM Advisors, CN=Barry Gates
Date: 2023.12.13 08:56:16 -05'00'

OHM Advisors
CONSULTANT - Electronic Signature Certification

R 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

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. EACX4024673

TO OWNER:
(Name and address)

City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

PROJECT:
(Name and address)

Howell's Walled Lake Subdivision Water Main and Road Improvements, Estimate prepared by Orchard, Hiltz & McCliment Inc. (OHMAdvisors) Job No. 0163-21-0100.

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: September 9, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

, SURETY,

on bond of
(Insert name and address of Contractor)

DiPonio Contracting, LLC
51251 Simone Industrial Drive
Shelby Township, MI 48316

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 17, 2023
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal): John P. Harney
John P. Harney, Witness

Endurance Assurance Corporation
(Surety)
By: Haley A. Anderson
(Signature of authorized representative)
Haley A. Anderson Attorney-in-Fact
(Printed name and title)

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Haley A Anderson**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Bond No.: EACX4024673
Principal: DiPonio Contracting, LLC
Obligee: City of Novi





Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.
- IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17th day of November, 2023

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. EACX4024673
For Howell's Walled Lake Subdivision Water Main and Road Improvements, Estimate prepared by Orchard, Hiltz & McCliment Inc. (OHMAdvisors) Job No. 0163-21-0100.
Dated effective 09/22/2022 (MONTH, DAY, YEAR)
Executed by DiPonio Contracting, LLC, as Principal, (PRINCIPAL)
And by Endurance Assurance Corporation, as Surety, (SURETY)
And in favor of City of Novi (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Bond Amount	\$2,159,352.02	\$2,176,310.89

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 12/06/2023
(MONTH, DAY, YEAR)

Signed and Sealed 12/06/2023
(MONTH, DAY, YEAR)

DiPonio Contracting, LLC
PRINCIPAL

BY [Signature] TITLE
General manager

Endurance Assurance Corporation
SURETY

BY [Signature]
Josefina Rojo, ATTORNEY-IN-FACT





POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **Josefina Rojo**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Bond No.: EACX4024673
Principal: DiPonio Contracting, LLC
Obligee: City of Novi

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate"

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



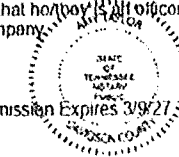
Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he is an officer of each of the Companies, and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By *Amy Taylor*
Amy Taylor, Notary Public, My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified, that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified.

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of December, 2023

By *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply



Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com


Telephone: 616-653-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

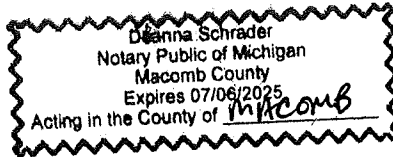
Signed this 6th day of December, 2023_

Name: DiPonio Contracting, LLC
(individual/corporation/partnership)

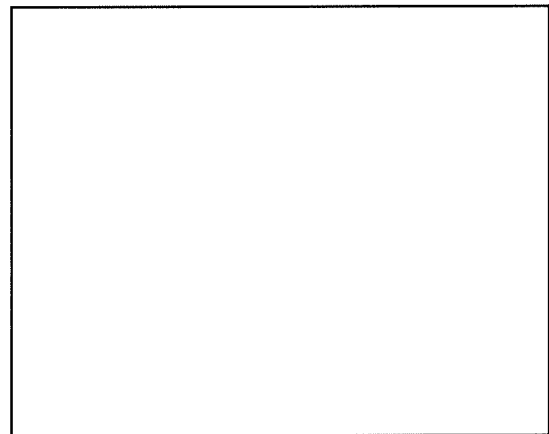
By:  Project Manager Attest:  Controller

Subscribed and sworn to before me this 6th day of December, 2023

Notary Public: 



NOTARY SEAL



SWORN STATEMENT

STATE OF MICHIGAN
COUNTY OF OAKLAND COUNTY } §

Avery Bartlett , being duly sworn, states the following:

DiPonio Contracting, LLC is the contractor for an improvement to the following real property in _____ County, Michigan, described as follows:

Novi - Howell's Walled Lk Sub
 26300 Lee Begole Drive
 Novi, MI 48375-

The following is a statement of each subcontractor and supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor has contracted for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance To Complete
Ashley Land Development Co. 3333 Muir Rd. Milford,, MI 48380 (248) 684-1260	Material	51,597.94	51,597.94	.00	
Cadillac Asphalt LLC PO Box 772213 Detroit, MI 48277-2213 (248) 215-0351	Subcontractors	366,318.47	366,318.47	.00	
Core & Main LP P.O. Box 28330 St. Louis, MO 63146 (586) 323-8800	Material	236,387.37	236,387.37	.00	
Cross Enterprises, Inc 4321 Oakwood Blvd. Melvindale, MI 48122 (800) 521-3367	Materials	1,685.20	1,685.20	.00	
DVM Utilities, Inc. 6045 Sims Dr. Sterling Heights, MI 48313 (586) 979-0402	Subcontractors	40,809.04	40,809.04	.00	
EJ USA P O Box 644873 Pittsburgh, PA 15264-4873 (800) 231-3549	Material	49,347.30	49,347.30	.00	
Etna Supply LLC PO Box 772107 Detroit, MI 48277-2107 (248) 624-5000	Material	4,753.34	4,753.34	.00	

Name, Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance To Complete
Ferguson Waterworks P.O. Box 802817 Chicago, IL 60680-2817 (517) 322-0300	Material	1,152.06	1,152.06	.00	
Finishing Touch Photo & Videc Subcontractors 25095 25 Mile Road Chesterfield, MI 48051 (586) 749-3340		1,075.00	1,075.00	.00	
GM & Sons Inc 46900 West Road Novi, MI 48377 (248) 956-7939	Subcontractors	68,234.44	68,234.44	.00	
Iron Horse of Michigan, Inc. 7350 Rushton Rd Brighton, MI 48116 (248) 446-2440	Material	1,611.06	1,611.06	.00	
Larry Vohs Inc 39310 Eliot Clinton Township, MI 48036 (586) 709-6078	Hired Trucking	20,799.88	20,799.88	.00	
Larry Vohs Inc 39310 Eliot Clinton Township, MI 48036 (586) 709-6078	Materials	14,450.12	14,450.12	.00	
Mack Industries PO Box 936468 Atlanta, GA 31193-6468 (248) 620-7400	Material	14,105.42	14,105.42	.00	
Pavement Recycling Inc 36 Turrill Road Lapeer, MI 48446 (810) 245-5700	Subcontractors	9,390.15	9,390.15	.00	
Progressive Sweeping Contract Subcontractors 5202 Enterprise Blvd Ste B Toledo, OH 43612		1,628.00	1,628.00	.00	
RBC Contracting LLC 423 Heights Rd Lake Orion, MI 48362 (248) 514-1187	Hired Trucking	26,164.09	26,164.09	.00	
Site Solutions, Inc. 4337 E Grand River Ste 234 Howell, MI 48843 (810) 923-0555	Subcontractors	72,660.94	72,660.94	.00	
State Barricades Inc 24806 Industrial Highway Warren, MI 48089 (586) 756-8282	Subcontractors	7,528.95	7,528.95	.00	

Name, Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance To Complete
Stoneco of Michigan 2575 S Haggerty Road Suite 100 Canton, MI 48188 (734) 241-8966	Material	58,450.49	58,450.49	.00	
Superior Materials LLC PO Box 7410547 Chicago, IL 60674-0547 (248) 788-8407	Materials	8,731.76	8,731.76	.00	
Trucking Good LLC 11450 Moffett Ct Fenton, MI 48430 (810) 522-0414	Hired Trucking	19,952.36	19,952.36	.00	
Trucking Good LLC 11450 Moffett Ct Fenton, MI 48430 (810) 522-0414	Materials	2,660.14	2,660.14	.00	
Waller Trucking LLC 12955 Bunton Rd Willis, MI 48191 (734) 660-2244	Hired Trucking	1,731.75	1,731.75	.00	
Watertap Inc 48595 West Road Wixom, MI 48393 (248) 437-7023	Subcontractors	6,180.00	6,180.00	.00	
WF Bulk Aggregates & Materi: Material 50966 Martz Rd Belleville, MI 48111 (313) 218-3301		2,067.00	2,067.00	.00	
Totals		1,089,472.27	1,089,472.27	.00	

Amount of Original Contract: \$2,071,892.02

Work Completed to Date: \$2,176,310.76

Plus: Extras to Contract: \$104,418.84

Less: Total Retainage: _____

Total: Contract plus Extras: \$2,176,310.86

Less: Amount Previously Paid: \$2,121,903.10

Less: Credits to Contract: _____

Less: Amount of this Request: \$73,287.76

Total: Adjusted Contract: \$2,176,310.86

Total Balance Due: -\$18,880.00

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.*

I make this statement as the contractor or as Project Manager of the contractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Avery Bartlett, Project Manager

Avery Bartlett

Deponent Signature

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

16th day of November 2023

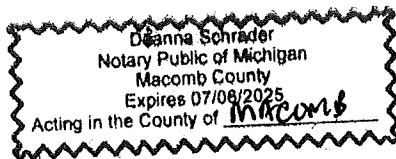
Deanna Schrader

Notary Public

Macomb
Oakland County County, Michigan

My Commission Expires:

7/6/2025



*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Diponio Contracting to provide
(Prime Contracting Party)
Aggregate Materials for the improvement of the property
(Type of service)
described as Hubert's Walled Lake Sub.
(Project Name)

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

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

Signed on: 11/27/2023 Amy Young
(Signature of Lien Claimant)
Amy Young
(Printed Name of Lien Claimant)
Bookkeeper
(Title of Lien Claimant)

Company Name: Ashley Land Development Co., Inc.
Address: 3333 Muir Road Milford MI 48380
Telephone: (248) 684-1260

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Hot Mix Asphalt for the improvement of the property
(Type of service)

described as Job #22009 – CITY OF NOVI HOWELL'S WALLED LAKE SUB
(Project Name)

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

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

Signed on: 11/27/2023

Cherilyn Banas Digitally signed by Cherilyn Banas
Date: 2023.11.27 14:28:33 -05'00'
(Signature of Lien Claimant)

Cherilyn Banas
(Printed Name of Lien Claimant)

Project Manager - Cadillac Asphalt
(Title of Lien Claimant)

Company Name: Cadillac Asphalt, LLC

Address: 4751 White Lake Rd Clarkston, MI 48346

Telephone: 734-447-0219

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with DIPONIO CONTRACTING, LLC to provide
(Prime Contracting Party)

Pipe & materials for the improvement of the property
(Type of service)

described as Howells Walled Lake- Novi, MI 48375
(Project Name)

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

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

Signed on: November 28, 2023

(Signature of Lien Claimant)

Samantha McKeague

(Printed Name of Lien Claimant)

Credit Associate

(Title of Lien Claimant)

Company Name: Core & Main L.P.

Address: 1830 Craig Park Ct., St. Louis, MO 63146

Telephone: 314-432-4700

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Diponio Contracting to provide
(Prime Contracting Party)
Concrete Pumping Services for the improvement of the property
(Type of service)
described as Job # 52009
(Project Name)

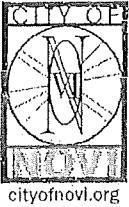
having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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

Signed on: 11/27/23 Linda Wilson
(Signature of Lien Claimant)
Linda Wilson
(Printed Name of Lien Claimant)
Agent
(Title of Lien Claimant)

Company Name: Cross Enterprises
Address: 4321 Oakwood Blvd. Melvindale, mi 48122
Telephone: 313 386-8005

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with DI PONIO CONTRACTING to provide
(Prime Contracting Party)

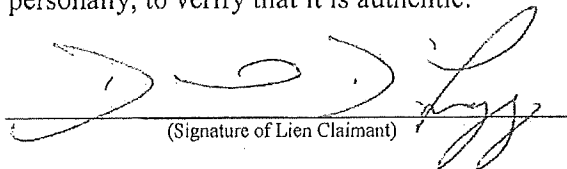
SEWER LINING for the improvement of the property
(Type of service)

described as NOVI-HOWELL'S WALLED LAKE SUB
(Project Name)

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

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

Signed on: 11-27-23


(Signature of Lien Claimant)

DANIEL DILEGGE
(Printed Name of Lien Claimant)

PRESIDENT
(Title of Lien Claimant)

Company Name: D.V.M. UTILITIES, INC

Address: 6045 SIMS #2 STERLING HTS MI 48313

Telephone: 586-979-0402

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Job # 22009 - Novi
(Project Name)

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

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

Signed on: 12/4/23

Jennifer Johnson
(Signature of Lien Claimant)

Jennifer Johnson
(Printed Name of Lien Claimant)

Credit Analyst
(Title of Lien Claimant)

Company Name: EJ USA Inc.

Address: 301 Spring St. East Jordan, MI 49727

Telephone: 231-536-4671

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with DIPONIO CONTRACTING LLC to provide
(Prime Contracting Party)
PIPE AND FITTINGS for the improvement of the property
(Type of service)
described as 22009- CITY OF NOVI
(Project Name)

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

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

Signed on: 11/27/23

Vonda Vanderstel
(Signature of Lien Claimant)

VONDA VANDERSTEL
(Printed Name of Lien Claimant)

CREDIT
(Title of Lien Claimant)

Company Name: ETNA SUPPLY COMPANY

Address: 4901 CLAY AVE SW GRAND RAPIDS MI 49548

Telephone: 616-514-5236

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FULL UNCONDITIONAL WAIVER OF LIEN

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

BUILDING MATERIALS for the improvement of the property
(Type of service)

described as CITY OF NOVI JOB #22009
(Project Name)

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

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

Signed on: November 29, 2023

(Signature of Lien Claimant)

Sarah C Davis

(Printed Name of Lien Claimant)

Credit Coordinator

(Title of Lien Claimant)

Company Name: Ferguson Enterprises dba Ferguson Waterworks

Address: 751 Lakefront Commons Newport News, VA 23606

Telephone: central.credit@ferguson.com

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Audio-Video Survey for the improvement of the property
(Type of service)

described as Howell's Walled Lake Subdivision Water Main and Road Improvements
(Project Name)

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

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

Signed on: 11/27/23

Cynthia Hurley Digitally signed by Cynthia Hurley
Date: 2023.11.27 15:40:45 -05'00'
(Signature of Lien Claimant)

Cynthia Hurley
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: FINISHING TOUCH PHOTO & VIDEO

Address: 25095 25 Mile Rd., Chesterfield, MI 48051

Telephone: 586.749.3340

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FULL UNCONDITIONAL WAIVER OF LIEN

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


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

described as Howell's Walled Lake Sub Water Main & Road
(Project Name)

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

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

Signed on: 11/27/2023


(Signature of Lien Claimant)

Hugo Gallegos
(Printed Name of Lien Claimant)

Vice President
(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

Address: 46900 West Road, Novi, MI 48377

Telephone: 248-956-7939

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as City of Novi
(Project Name)

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

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

Signed on: 11/27/23 Kathleen Mancuso
(Signature of Lien Claimant)

Kathleen Mancuso
(Printed Name of Lien Claimant)

Office Manager
(Title of Lien Claimant)

Company Name: IRON HORSE

Address: 7350 Rushton Rd Brighton, Mi 48116

Telephone: 248-446-2440

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as CITY OF NOVI (22009)
(Project Name)

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

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

Signed on: 12/6/23 [Signature]
(Signature of Lien Claimant)

LARRY VOHS Inc.
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: Larry Vohs Inc.

Address: 39310 ELWIT CLINTON TWP MI 48036

Telephone: 586 709 6078

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Diponio Contracting to provide
(Prime Contracting Party)
materials for the improvement of the property
(Type of service)
described as 22-009 Howell's Walled Lake
(Project Name)

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

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

Signed on: 12/1/23

[Signature]
(Signature of Lien Claimant)

Brad Newton
(Printed Name of Lien Claimant)

Credit Manager
(Title of Lien Claimant)

Company Name: Mack Concrete

Address: 1321 N Industrial, 44222

Telephone: (330) 302-9266

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Cold Milling for the improvement of the property
(Type of service)

described as Howell's Walled Lake Sub WM & Road DCI#22009
(Project Name)

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

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

Signed on: 11/30/23 _____
(Signature of Lien Claimant)

Gary P. VanHevel
(Printed Name of Lien Claimant)

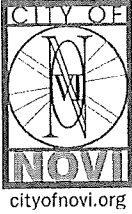
President
(Title of Lien Claimant)

Company Name: Pavement Recycling Inc.

Address: 36 Turrill Road Lapeer, MI 48446

Telephone: 810 245-5700

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FULL UNCONDITIONAL WAIVER OF LIEN

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

Power Sweeping for the improvement of the property
(Type of service)

described as City of Novi-Job 22009
(Project Name)

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

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

Signed on: 11/27/2023

Stacy Sowders

(Signature of Lien Claimant)

Stacy Sowders

(Printed Name of Lien Claimant)

Accounts Receivable

(Title of Lien Claimant)

Company Name: Progressive Sweeping Contractors, Inc.

Address: 5202 Enterprise Blvd. Toledo, OH 43612

Telephone: 419-464-0130

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FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as 22009 City Of Novi
(Project Name)

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

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

Signed on: 11/29/23

(Signature of Lien Claimant)

Matthew Ramin

(Printed Name of Lien Claimant)

Owner

(Title of Lien Claimant)

Company Name: RBC Contracting

Address: 423 heights rd lake orion mi 48362

Telephone: 248-514-1187

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Diponio Contracting to provide
(Print Contracting Party)
Turf restoration for the improvement of the property
(Type of service)
described as Howells Walked Lake
(Project Name)

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

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

Signed on: 11/28/23

[Signature]
(Signature of Lien Claimant)

Bradley Helms
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: Site Solutions

Address: 4337 E. Grand River Ste 234, Howell, MI 48843

Telephone: 810.973.0555

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Traffic Control for the improvement of the property
(Type of service)

described as #22009 Howell's Walled LK Subdivision Wm & Road
(Project Name)

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

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

Signed on: 11-30-2023 Courtne Bouchard
(Signature of Lien Claimant)

Courtne Bouchard
(Printed Name of Lien Claimant)

Secretary
(Title of Lien Claimant)

Company Name: State Barricades, Inc.

Address: 24801e Industrial Hwy, Warren, MI, 48089

Telephone: 586-756-8282

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as 22-009 City of Novi
(Project Name)

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

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

Signed on: 11/27/2023

Nicolette Mollohan

(Signature of Lien Claimant)

Nicolette Mollohan

(Printed Name of Lien Claimant)

AR Credit

(Title of Lien Claimant)

Company Name: Stoneco of Michigan

Address: 2575 S Haggerty Rd, Ste 100 Canton, MI 48188

Telephone: 734-787-5814

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

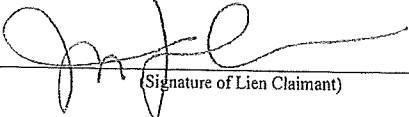
Ready mix for the improvement of the property
(Type of service)

described as Job #22009 – Novi
(Project Name)

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

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

Signed on: 11/27/23


(Signature of Lien Claimant)

Michelle Losiak

(Printed Name of Lien Claimant)

Credit Coordinator

(Title of Lien Claimant)

Company Name: Superior

Address: 7601 W. 79th Street, Bridgeview, IL 60455

Telephone: 708-458-0400

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FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as 22009
(Project Name)

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

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

Signed on: 12/3/23

[Signature]
(Signature of Lien Claimant)

Matthew Boon
(Printed Name of Lien Claimant)

CEO
(Title of Lien Claimant)

Company Name: Trucking Boon LLC

Address: 7125 Hubbard Rd Fenton MI 48430

Telephone: 810-522-0414

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Job 22009 - City of Novi
(Project Name)

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

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

Signed on: 12-3-23

[Signature]
(Signature of Lien Claimant)

Todd Waller
(Printed Name of Lien Claimant)

Owner
(Title of Lien Claimant)

Company Name: Waller Trucking

Address: 12955 Bunton Rd Willis, MI 48191

Telephone: 734 507 2626

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

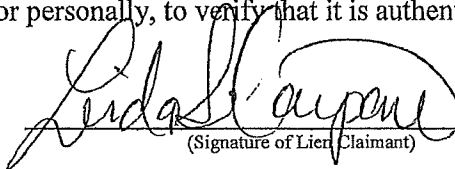
Labor and/or Materials for the improvement of the property
(Type of service)

described as DC Job #22009 - Novi-Howell's Walled Lake Sub
(Project Name)

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

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

Signed on: 11/28/2023


(Signature of Lien Claimant)

Linda Carpani
(Printed Name of Lien Claimant)

Vice President
(Title of Lien Claimant)

Company Name: Watertap, Inc.

Address: 48595 West Road Wixom, MI 48393

Telephone: 248/437-7023

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Trucking for the improvement of the property
(Type of Service)

described as Job 22009 - City of Novi
(Project Name)

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

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

Signed on: 12-3-23

(Signature of Lien Claimant)

Todd Waller

(Printed Name of Lien Claimant)

Owner

(Title of Lien Claimant)

Company Name: WF Bulk Supplies

Address: 18457 Willow Rd Milan, MI 48160

Telephone: 734 507 2626

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