



CITY of NOVI CITY COUNCIL

Agenda Item J
February 27, 2017

SUBJECT: Approval of the final payment to Springline Excavating, LLC for the 14 Mile Pathway and Water Main project in the amount of \$14,703.14, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 14,703.14
AMOUNT BUDGETED	\$ 13,120 (Water Main) \$ 7,803 (Pathway) \$ 20,923 Total
LINE ITEM NUMBER	592-592.00-976.023 (Water Main) 204-204.00-974.453 (Pathway)

BACKGROUND INFORMATION:

This project included the construction of a water main and pathway along the south side of 14 Mile Road, between Haverhill Farms subdivision and the Maples of Novi development. The water main completed an additional loop in the water supply network to improve the reliability and pressures in this area of the City. The pathway construction closed a gap in the pathway network and now allows residents of Haverhill Farms to walk or bike to adjacent areas more safely.

The construction contract was awarded for this project at the November 23, 2015 City Council meeting to Springline Excavating, LLC, in the amount of \$282,543.00.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$14,703.14 that is due the contractor (Final Pay Estimate No. 8). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's January 26, 2017 letter).

There were four (4) approved change orders issued for this project resulting in a net increase of \$11,519.78 to the construction contract, or 4.1% over the awarded amount. The approved change orders resulted in a final contract price of \$294,062.78.

RECOMMENDED ACTION: Approval of the final payment to Springline Excavating, LLC for the 14 Mile Pathway and Water Main project in the amount of \$14,703.14, plus interest earned on retainage.

14 Mile Pathway and Water Main

Location Map



Map Author: City
Date: 9/20/19
Project: 14 Mile Water Main
Worksheet: 02.0

NOVI
City of Novi
Engineering Division
Department of Public Services
20,900 Lee Road, Novi, MI 48240
City of Novi
City of Novi



1 inch = 311 feet



City of Novi

Engineering Division
Department of Public Services
20,900 Lee Road, Novi, MI 48240
City of Novi

14 MILE PATHWAY AND WATER MAIN



West End (at Marlin Road) – Looking east towards M-5



Overall – Looking east towards Haverhill Farms

NV15-003 14 Mile Pathway





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

January 26, 2017

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

**Re: 14 Mile Pathway and Water Main – Springline Excavating, LLC
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 14 Mile Pathway and Water Main:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond has been replaced with an increased bond consistent with the increased project cost. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien at the time it receives final payment.

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

Very truly yours,

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

Elizabeth K. Saarela

Aaron Staup, Construction Engineer
January 26, 2017
Page 2

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
George Melistas, Engineering Senior Manager
Ghassan Dahoui, Spalding DeDecker (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due This Payment = \$ 14,703.14

PURCHASE ORDER NO. 94673

28300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5688

APPLICATION FOR FINAL PAYMENT

PROJECT: 14 Mile Pathway and Water Main NOV1 PROJECT NO.: 15-5007 PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375 ENGINEER: Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400 CONTRACTOR: Springline Excavating, LLC 10590 Grand River Avenue Detroit, Michigan 48204 (313) 491-6688

CONTRACT AMOUNT ORIGINAL: \$282,543.00 REVISIED: \$294,062.78 FINAL COMPLETION DATES ORIGINAL: June 30, 2016 REVISIED: June 1, 2016 ACTUAL: June 1, 2016 DATES OF ESTIMATE FROM: September 21, 2016 TO: November 4, 2016

SECTION 1. COST OF COMPLETED WORK TO DATE

Table with columns: Item No., Description of Item, Unit, Quantity, Cost/Unit, Total Amt, CONTRACT ITEMS (Original), CONTRACT ITEMS (Revised), THIS PERIOD (Quantity, Amount, %), TOTAL TO DATE (Quantity, Amount, %). Rows include items like 'Constr. Inspection Crew Day', 'Bonds Insurance & Mobilization', etc.

TOTAL THIS SHEET \$ 162,745.00 \$ 159,329.44 \$ - \$ 159,329.44 100%



CITY OF NOVI

26300 Lee BeGole Dr.
 Novi, Michigan 48376
 Tel: (248) 347-0464
 Fax: (248) 735-6659

APPLICATION FOR FINAL PAYMENT

PROJECT: 14 Mile Pathway and Water Main NOVI PROJECT NO.: 15-5007 PAYMENT NO.: FINAL

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	%
27	Bonds, Insurance & Mobilization	LS	1.00	\$ 4,800.00	\$ 4,800.00	1.00	\$ 4,800.00	\$ 4,800.00				1.00	\$ 4,800.00	100%
28	Pre-Construction Audio-Visual	LS	1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00	\$ 100.00				1.00	\$ 100.00	100%
29	Soil Erosion Control Measures	LS	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
30	Temp Traffic Control Devices	LS	1.00	\$ 3,600.00	\$ 3,600.00	1.00	\$ 3,600.00	\$ 3,600.00				1.00	\$ 3,600.00	100%
31	12-inch, CI-54 DI WM, Stand BF	LF	574.00	\$ 81.00	\$ 46,494.00	500.00	\$ 81.00	\$ 40,500.00				500.00	\$ 40,500.00	100%
32	12-inch, CI-54 DI WM, Sand BF	LF	264.00	\$ 106.00	\$ 27,984.00	254.00	\$ 106.00	\$ 26,924.00				254.00	\$ 26,924.00	100%
33	Hydrant Connection	EA	2.00	\$ 3,500.00	\$ 7,000.00	2.50	\$ 3,500.00	\$ 8,750.00				2.50	\$ 8,750.00	100%
34	12-inch Gate Valve & Well	EA	2.00	\$ 3,500.00	\$ 7,000.00	2.00	\$ 3,500.00	\$ 7,000.00				2.00	\$ 7,000.00	100%
35	Connect 12" WM to Ex 12" DI WM	EA	2.00	\$ 3,400.00	\$ 6,800.00	2.00	\$ 3,400.00	\$ 6,800.00				2.00	\$ 6,800.00	100%
36	Str. Rehab Type 2, Cover Adj	EA	1.00	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	\$ 1,600.00				1.00	\$ 1,600.00	100%
37	Structure Cover, Type WM	EA	1.00	\$ 400.00	\$ 400.00	0.00	\$ 400.00	\$ -				0.00	\$ -	
38	Restoration	LS	1.00	\$ 6,200.00	\$ 6,200.00	1.00	\$ 6,200.00	\$ 6,200.00				1.00	\$ 6,200.00	100%
39	Permit Allowance	DLR	570.00	\$ 1.00	\$ 570.00	0.00	\$ 1.00	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET				\$ 113,048.00	\$ 113,048.00		\$ 114,874.00	\$ 114,874.00	\$ -				\$ 114,874.00	
TOTAL FROM OTHER SHEETS				\$ 166,495.00	\$ 166,495.00		\$ 166,079.44	\$ 166,079.44	\$ -				\$ 166,079.44	
SUBTOTAL				\$ 282,543.00	\$ 282,543.00		\$ 280,953.44	\$ 280,953.44	\$ -				\$ 280,953.44	100%



CITY OF NOVI

28300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5859

APPLICATION FOR FINAL PAYMENT

PROJECT: 14 Mile Pathway and Water Main

NOVI PROJECT NO.: 15-5007

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.				COST OF COMPLETED WORK TO DATE									
Item No.	Description of Item	Unit	Division	OL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
40	HMA Surface, Rem (Rockledge)	DLR	3	592-592.00-638-000	3100.00	\$ 1.00	\$ 3,100.00				3100.00	\$ 3,100.00	100%
41	HMA 4 inch (Rockledge)	DLR	3	592-592.00-638-000	4709.34	\$ 1.00	\$ 4,709.34				4709.34	\$ 4,709.34	100%
42	Excavation, Earth (14 Mile Rd)	DLR	1	204-204.00-674-463	2600.00	\$ 1.00	\$ 2,600.00				2600.00	\$ 2,600.00	100%
43	HMA 3 inch Driveway (14 Mile Rd)	DLR	1	204-204.00-674-463	2700.00	\$ 1.00	\$ 2,700.00				2700.00	\$ 2,700.00	100%
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	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 13,109.34	\$ -		\$ 13,109.34			
TOTAL FROM OTHER SHEETS					\$ 282,543.00		\$ 280,953.44	\$ -		\$ 280,953.44			
GRAND TOTAL					\$ 282,543.00		\$ 294,062.78	\$ -		\$ 294,062.78			100%



CITY OF NOVI

PURCHASE ORDER NO.

94673

26300 Lee BeGole Dr.
Novi, Michigan 48376
Tel: (248) 347-0484
Fax: (248) 735-6889

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 14 Mile Pathway and Water Main NOVI PROJECT NO.: 15-5007 PAYMENT NO.: FINAL

Table with columns for description and amount. Includes Original Contract Amount (\$282,543.00), Change Orders (\$11,519.78), Adjusted Contract Amount to Date (\$294,062.78), Total Cost of Work Performed to Date (\$294,062.78), MINUS Retainage (0%), MINUS Inspection 'Crew Days' (25.50), Net Amt. Earned of Contract and Extra Work to Date (\$294,062.78), MINUS L.D.'s, Subtotal (\$294,062.78), ADD Incentive 'Crew Days', Subtotal (\$294,062.78), MINUS Amount of Previous Payments (total \$279,359.64), and BALANCE DUE THIS PAYMENT: \$14,703.14

CHANGE ORDERS

Table with columns: No., Date, Amount. Lists 4 change orders with dates from June 8, 2016 to September 16, 2016, totaling \$11,519.78.

Table with columns: Description, Amount. Includes Inspection 'Crew Days' Allowed per Contract (25.00), Additional 'Crew Days' per Change Orders (0.50), Total Inspection 'Crew Days' Allowed (25.50), Inspection 'Crew Days' Used to Date (25.50), and Inspection 'Crew Days' Remaining (0.00).



CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0654
Fax: (248) 735-5858

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 14 Mile Pathway and Water Main

NOVI PROJECT NO.: 15-5007

PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Steven Rooker

Springline Excavating, LLC
CONTRACTOR - Electronic Signature Certification

[Signature box]

Aaron J. Staup, Construction Engineering Coordinator
Electronic Signature Certification

Digitally signed by Ghassan K. Dahoui,
P.E.
Date: 2016.11.09 09:18:28 -05'00'

Spalding DeDecker & Associates
CONSULTANT - Electronic Signature Certification

[Signature box]

Brian Coburn, P.E., Engineering Senior Manager
Electronic Signature Certification

- All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

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

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: 7000283

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City of Novi
45175 West Ten Mile Road
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: 11/24/2015

PROJECT:

(Name and Address)

14 Mile Road Pathway and Water Main

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

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

, SURETY COMPANY,

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

SPRINGLINE EXCAVATING, LLC
10560 Grand River Ave
Detroit, MI 48204

, 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 October 21, 2016

Attest:
Seal



FCCI Insurance Company
Surety Company



Signature of Authorized Representative
Veronda D. Gordon, Attorney-in-Fact



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:
Donald W. Burden; Veronda D. Gordon; Angelo G Zervos, Gus E Zervos

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213092

Arlene Cueman
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213092

Arlene Cueman
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of October, 2016.

Thomas A. Koval
Thomas A. Koval, Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary



MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Springline Excavating, LLC
hereinafter called the "Principal", and FCCI Insurance Company

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

CITY OF NOVI, MICHIGAN

hereinafter called the "Owner," as Obligee, for the just and full sum of Two Hundred Ninety Four

Thousand Sixty Two and 78/100-----Dollars (\$294,062.78)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the Owner dated the
24th day of November, 2015, for the construction of

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

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

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

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

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

Any repairs the Owner may perform as provided in this Bond may be by Owner employees, agents, or
independent contractors. The Owner shall not be required to utilize competitive bidding unless

otherwise required by applicable law, with labor cost and expense charges when Owner employees are utilized to be based on the hourly cost to the Owner of the employee(s) performing the repair.

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

Signed and Sealed this 4th day of December, 2015.

In the Presence of:

WITNESS

V. Gordon

Thomas M. Z. Barr

Danielle Judge

7000283

Bond No.

Springline Excavating, LLC
Principal

Title

FCCI Insurance Company

Surety

Donald W. Burderf
Donald W. Burderf, Attorney-in-Fact

Title

6300 University Parkway

Address of Surety

Sarasota, FL 34240

City Zip Code



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Donald W. Burden; Veronda D. Gordon; Angelo G. Zervos; Gus E. Zervos

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest: Craig Johnson
 Craig Johnson, President
 FCCI Insurance Company



Thomas A. Koval
 Thomas A. Koval Esq., EVP, Chief Legal Officer,
 Government Affairs and Corporate Secretary
 FCCI Insurance Company

State of Florida
 County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
 Notary Public

State of Florida
 County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
 Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 4th day of December, 2015

Thomas A. Koval
 Thomas A. Koval, Esq., EVP, Chief Legal Officer,
 Government Affairs and Corporate Secretary

1-IONA-3592-NA-04, 8/16



SWORN STATEMENT

STATE OF MICHIGAN)

Date From 9/29/2016

COUNTY OF OAKLAND)

Application No. Final

Shawn Rodriguez, being duly sworn, deposes and says:

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

14 Mile Pathway & Water Main

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

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)
Calo & Son's Construction	Trucking & Materials ✓	17,724.72	17,724.72	-	
Tia Marie Trucking Inc	Trucking & Materials ✓	4,710.59	4,710.59	-	
HD Supply	Job Materials ✓	512.30	512.30	-	
Chapp & Bushey	Fuel ✓	3,867.98	3,867.98	-	
Michigan Pipe & Valve	Job Materials ✓	64,830.65	64,830.65	-	
Etna Supply	Job Materials ✓	1,502.02	1,502.02	-	
Michigan Property Network	Sub Contractor ✓	8,500.00	8,500.00	-	
Environmental Site Consultants	Sub Contractor ✓	24,999.00	24,999.00	-	
Upright Fence	Job Materials ✓	3,400.00	3,400.00	-	
GM & Son's	Sub Contractor ✓	18,107.00	18,107.00	-	
State Barricades	Job Materials ✓	4,426.45	4,426.45	-	
Construction Video	Sub Contractor ✓	985.00	985.00	-	
		-	-	-	
All labor, wages, fringes, taxes and withholdings are paid in full as per the contract.					
TOTALS		163,365.71	163,365.71	-	0.00

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as office mngr of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1960, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DEISGNEE IS NOT NAMED OR HAS DIED.

Shawn Rodriguez
Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, MAKES THE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1960, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this
day of September, 2021

Notary Public: Evan Mosley
Oakland County, Michigan



FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Trucking & Materials

For the improvement to the property described as 14 Mile Pathway & Water Main

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

Calo & Son's Construction

(sign here →) By: Annette Zywiol Annette Zywiol
Title: Admin. Assistant

Address: PO Box 530563

Livonia MI 48153

Telephone: 248-468-9200

Date signed: 9/29/16

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

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Trucking & Materials

For the improvement to the property described as _____
14 Mile Pathway & Water Main

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

Tia Marie Trucking Inc

(sign here →)

By:

[Signature] Calo Tony Calo

Title:

President

Address:

P.O. Box 531474

Livonia, MI 48153

Telephone:

248-468-9201

Date signed: 9/28/16

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

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials

For the improvement to the property described as 14 Mile Pathway & Water Main

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

HD Supply Waterworks LTD

(sign here →) By: Kathy Anderson Kathy Anderson
Title: Credit manager

Address: P.O. Box 28330
St Louis MO 63146

Telephone: 820-893-9150 x 201

Date signed: 9-28-16

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

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Fuel

For the improvement to the property described as _____
14 Mile Pathway & Water Main

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

Chapp & Bushey

(sign here →)

By:

Karen Reitz

Karen
Reitz

Title:

ac dept

Address:

37333 S. Huron
New Boston Me 48164

Telephone:

734 753-4210

Date signed: 9/28/16

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

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job materials

For the improvement to the property described as _____
14 Mile Pathway & Water Main

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

(sign here →) By: Michigan Pipe & Valve
Thomas Ryan Thomas Ryan
Title: Owner & President

Address: 3604 Page Avenue
Jackson, MI 49203
Telephone: 517-764-9151

Date signed: October 03, 2016

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

Attn: Gary

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials

For the improvement to the property described as _____
14 Mile Pathway & Water Main

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

Etna Supply

(sign here ->)

By: _____

Title: _____

Kim Dryer

Address: 529 32nd St SE

Grand Rapids, MI 49508

Telephone: 616-514-5177

Date signed: 10/18/16

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

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide subcontractor

For the improvement to the property described as 14 Mile Pathway & Water Main

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

Michigan Property Network

(sign here →)

By:

Nicole Kountourioti

Title:

owner Nicole Kountourioti

Address:

3710 Beach Farm Circle
#1000 Highland MI 48357

Telephone:

248-884-2858

Date signed:

9-29-16

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

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide subcontractor

For the improvement to the property described as 14 Mile Pathway & Water Main

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

Environmental Site Consultants Inc

(sign here →) By:

[Handwritten Signature]

Scott Schwartz

Title:

VICE PRESIDENT

Address:

2333 WESTFIELD ROAD
FLINT MI 48507

Telephone:

748 3421449

Date signed: 9/29/16


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

Attn:
Laura

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials
For the improvement to the property described as 14 Mile Pathway & Water Main

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

(sign here →) By:  *Kevin Watson*
Title: President
Address: 37915 Ford RD
Laurel Land ME 48185
Telephone: 734-729-5172

Date signed: 10/10/16

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

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide subcontractor

For the improvement to the property described as 14 Mile Pathway & Water Main

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

(sign here →) By: GM & Son's, Inc

Title: Karl Schweitzer, Manager

Address: 6784 Whitmore Lake Road
Whitmore Lake, MI 48189
Telephone: 734-929-1259

Date signed: 09/28/2016

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

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Traffic Control

For the improvement to the property described as _____
14 Mile Pathway & Water Main

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

(sign here →) By: State Barricades
Vanessa Hadley
Title: Secretary

*Vanessa
Hadley*

Address: 24806 Industrial Hwy
Warren MI 48089
Telephone: 5807508080

Date signed: 10-19-16

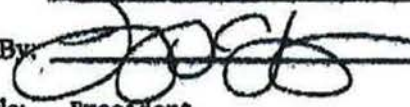
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Video

For the improvement to the property described as 14 Mile Pathway & Water Main

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

(sign here →) By: Construction Video
 Dwight Spengler
Title: President

Address: 111 E. Newbarry St.
Romeo, MI 48065
Telephone: 800-346-3342

Date signed: 10/18/16

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

