



**CITY OF NOVI CITY COUNCIL  
AUGUST 12, 2024**

**SUBJECT:** Approval of the final payment to CSM Mechanical, Inc. for the Garfield Sanitary Pump Station project, in the amount of \$41,843.33, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

<b>EXPENDITURE REQUIRED</b>	<b>\$ 7,499.21 (expenditure)</b> <b>\$ 24,344.12 (retainage)</b> <b>\$ 41,843.33 Total</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 133,465.00 FY23/24</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>592-536.00-976.009</b>

**BACKGROUND INFORMATION:**

The Garfield Sanitary Pump Station will serve the properties west of Garfield Road along the north side of Eight Mile Road. A portion of this pump station was constructed in 2008 as part of Phase 3A of S.A.D. 170, which was a multi-phase sanitary sewer project constructed to serve a large portion of the southern half of Section 31. Since the timeline for development west of Garfield Road was unknown, only the shell of the station was built, leaving the mechanical components to be installed once development had occurred. With the approval of the Ballantyne Subdivision, the remainder of the pump station had to be completed. Therefore, this project involved the installation of the pumps, control panel, valves, electrical equipment, generator, paving, and miscellaneous improvements to complete the construction of the pump station.

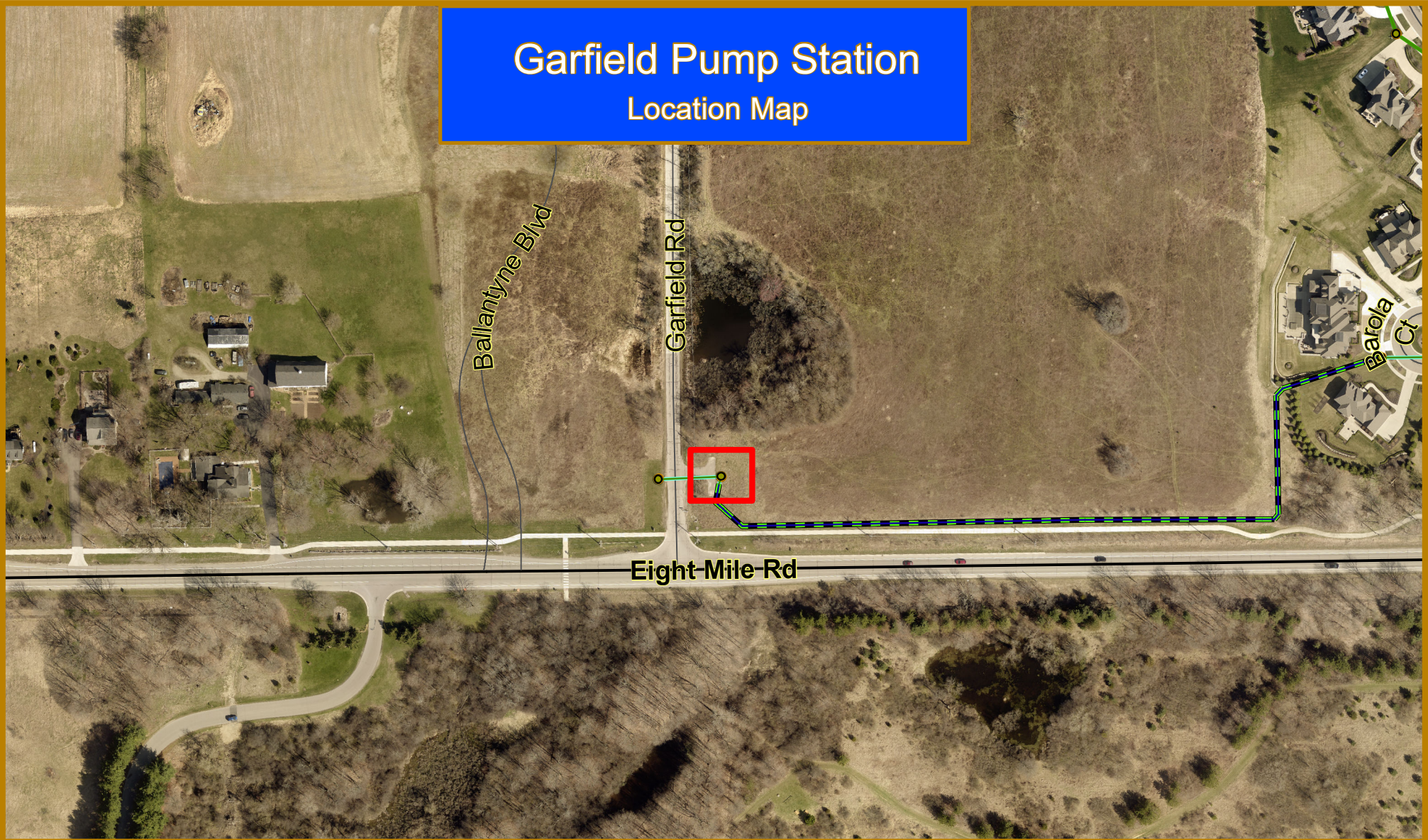
The construction contract was approved at the August 22, 2022, City Council meeting to CSM Mechanical, Inc., in the amount of \$341,600.00. Staff worked with the

engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$41,843.33 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, July 23, 2024).

There were three (3) approved change orders issued resulting in an overall decrease of \$19,084.32 or 5.6% under the awarded amount. These approved change orders resulted in a final contract price of \$322,515.68.

**RECOMMENDED ACTION:** Approval of the final payment to CSM Mechanical, Inc., for the Garfield Sanitary Pump Station project, in the amount of \$41,843.33, plus interest earned on retainage.

# Garfield Pump Station Location Map



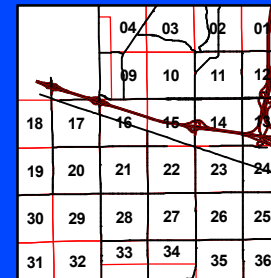
Map Author: Runkel  
Date: 8/11/22  
Project: Garfield Pump Station  
Version #: 1.0

### 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.

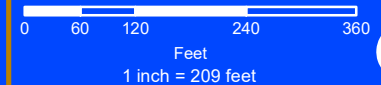
### Legend

- Sanitary Manhole
- Sanitary GravityMain**
- SUBTYPE**
- Collector
- Sanitary ForceMain
- Project Area



## City of Novi

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



## GARFIELD SANITARY PUMP STATION



Before – S.A.D. 170A Pump Station prior to construction



After – Placement of Pump Station equipment



After – Placement of generator pad and natural gas generator



After – Final overall view of new station

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
www.rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

July 23, 2024

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

**Re: *Garfield Sanitary Pump Station – CSM Mechanical  
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Garfield Sanitary Pump Station Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety to Final Payment

The closing documents appear to be in order. The Maintenance Bond in the original project amount is sufficient for the final contract amount. 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 = \$ 41,843.33

PURCHASE ORDER NO. 97135

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b>	GARFIELD SANITARY PUMP STATION	<b>NOVI PROJECT NO.:</b>	22-1203	<b>PAYMENT NO.:</b>	FINAL
		<b>CIP NO.:</b>	N/A		
<b>OWNER:</b>	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b>	OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	<b>CONTRACTOR:</b>	CSM Mechanical 1235 Holden Avenue Milford, Michigan 48381 (734) 302-2078
<b>CONTRACT AMOUNT</b>		<b>FINAL COMPLETION DATES</b>		<b>DATES OF ESTIMATE</b>	
<b>ORIGINAL:</b>	\$341,600.00	<b>ORIGINAL:</b>	May 30, 2023	<b>FROM:</b>	July 1, 2023
<b>REVISED:</b>	\$322,515.68	<b>REVISED:</b>	July 30, 2023	<b>TO:</b>	June 30 2024
		<b>ACTUAL:</b>			

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Garfield Sanitary Pump Station GL#592-536.00-976.009			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 - Division 1 - Base Bid	CD	14.00	\$ 700.00	\$ 9,800.00	21.00	\$ 700.00	\$ 14,700.00	1.50	\$ 1,050.00	7%	14.00	\$ 9,800.00	67%	
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			
	<b>TOTAL CREW DAYS</b>		<b>14.00</b>	<b>\$ 700.00</b>	<b>\$ 9,800.00</b>	<b>21.00</b>	<b>\$ 700.00</b>	<b>\$ 14,700.00</b>	<b>1.50</b>	<b>\$ 1,050.00</b>	<b>7%</b>	<b>14.00</b>	<b>\$ 9,800.00</b>	<b>67%</b>	
1	Mobilization, Max. 5%	LS	1.00	\$ 1,900.00	\$ 1,900.00	1.00	\$ 1,900.00	\$ 1,900.00				1.00	\$ 1,900.00	100%	
2	Audio-Visual Recording	LS	1.00	\$ 3,775.00	\$ 3,775.00	1.00	\$ 3,775.00	\$ 3,775.00				1.00	\$ 3,775.00	100%	
3	Soil Erosion/Sedimentation Control	LS	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	\$ 600.00				1.00	\$ 600.00	100%	
4	Traffic Maintenance and Control	LS	1.00	\$ 4,700.00	\$ 4,700.00	1.00	\$ 4,700.00	\$ 4,700.00				1.00	\$ 4,700.00	100%	
5	Clearing	LS	1.00	\$ 2,400.00	\$ 2,400.00	1.00	\$ 2,400.00	\$ 2,400.00				1.00	\$ 2,400.00	100%	
6	Pavement, Remove	SY	925.00	\$ 10.80	\$ 9,990.00	160.00	\$ 10.80	\$ 1,728.00				160.00	\$ 1,728.00	100%	
7	Aggregate Base	SY	300.00	\$ 37.50	\$ 11,250.00	100.36	\$ 37.50	\$ 3,763.50				100.36	\$ 3,763.50	100%	
8	HMA, 2C, 4-inch	TON	70.00	\$ 225.00	\$ 15,750.00	62.61	\$ 225.00	\$ 14,087.25	17.60	\$ 3,960.00	28%	62.61	\$ 14,087.25	100%	
9	HMA, 5E1, 2-inch	TON	35.00	\$ 225.00	\$ 7,875.00	27.94	\$ 225.00	\$ 6,286.50				27.94	\$ 6,286.50	100%	
10	Culvert, CMP, 12-inch	LF	7.00	\$ 300.00	\$ 2,100.00	10.00	\$ 300.00	\$ 3,000.00	3.00	\$ 900.00	30%	10.00	\$ 3,000.00	100%	
11	Culv End Section, CMP, 12-inch	EA	1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%	
12	Ditch, Regrade	LF	130.00	\$ 29.00	\$ 3,770.00	60.00	\$ 29.00	\$ 1,740.00				60.00	\$ 1,740.00	100%	
13	Concrete Sidewalk	SY	58.00	\$ 144.00	\$ 8,352.00	7.47	\$ 144.00	\$ 1,075.68				7.47	\$ 1,075.68	100%	
14	Station (Electric, Piping, Mater & Equip)	LS	1.00	\$ 213,338.00	\$ 213,338.00	1.00	\$ 213,338.00	\$ 213,338.00	0.02	\$ 4,999.96	2%	1.00	\$ 213,338.00	100%	
15	DTE Electrical Allowance	LS	1.00	\$ 35,000.00	\$ 35,000.00	0.00	\$ 35,000.00	\$ -				0.00			
16	DTE Natural Gas Allowance	LS	1.00	\$ 20,000.00	\$ 20,000.00	0.38	\$ 20,000.00	\$ 7,639.25	0.38	\$ 7,639.25	100%	0.38	\$ 7,639.25	100%	

TOTAL THIS SHEET \$ 341,600.00 \$ 266,833.18 \$ 17,499.21 \$ 266,833.18 100%



**CITY OF NOVI**

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

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** GARFIELD SANITARY PUMP STATION

**NOVI PROJECT NO.:** 22-1203  
**CIP NO.:** N/A

**PAYMENT NO.:** FINAL

**NEW CONTRACT ITEMS**

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
17	Additional Tree Removal	LS	1	690	1.00	\$ 690.00	\$ 690.00				1.00	\$ 690.00	100%
18	Wetwell Drainpipe	LS	1	4837.54	1.00	\$ 4,837.54	\$ 4,837.54				1.00	\$ 4,837.54	100%
19	Excavate/Realign Wetwell and Vault Pipi	LS	1	20656.86	1.00	\$ 20,656.86	\$ 20,656.86				1.00	\$ 20,656.86	100%
20	Excavation and Adjustment of Bypass Va	LS	1	16290.86	1.00	\$ 16,290.86	\$ 16,290.86				1.00	\$ 16,290.86	100%
21	Excavate/Realign Pump Discharges and	LS	1	13207.24	1.00	\$ 13,207.24	\$ 13,207.24				1.00	\$ 13,207.24	100%
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET				\$ 55,682.50	\$ -	\$ 55,682.50
TOTAL FROM OTHER SHEETS	\$ 341,600.00	\$ 266,833.18	\$ 17,499.21	\$ 266,833.18		
<b>GRAND TOTAL</b>	<b>\$ 341,600.00</b>	<b>\$ 322,515.68</b>	<b>\$ 17,499.21</b>	<b>\$ 322,515.68</b>	<b>100%</b>	





**CITY OF NOVI**

**PURCHASE ORDER NO.**

**97135**

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

**Section 2.**

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** GARFIELD SANITARY PUMP STATION      **NOVI PROJECT NO.:** 22-1203      **PAYMENT NO.:** FINAL  
**CIP NO.:** N/A

**Original Contract Amount:** \$ 341,600.00

**Change Orders:** \$ (19,084.32)

**Adjusted Contract Amount to Date:** \$ 322,515.68

**Total Cost of Work Performed to Date:** \$ 322,515.68

**MINUS Retainage:**

**MINUS Inspection "Crew Days":** To Date  \$ -  
This Pay

**Net Amt. Earned of Contract and Extra Work to Date:** \$ 322,515.68

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

**Subtotal:** \$ 322,515.68

**ADD Incentive "Crew Days", if under:** \$ 4,480.00

**Subtotal:** \$ 326,995.68

**MINUS Amount of Previous Payments:** \$ 285,152.35

1	\$	42,718.22
2	\$	11,250.00
3	\$	65,692.48
4	\$	129,504.40
5	\$	35,987.24
6	\$	0.00
7	\$	0.00
8	\$	0.00
9	\$	0.00
10	\$	0.00

**BALANCE DUE THIS PAYMENT:**

**CHANGE ORDERS**

No.	Date	Amount
1	February 7, 2023	\$ 55,682.50
2	March 21, 2023	
3	June 29, 2024	\$ (74,766.82)
4		
5		
6		
7		
8		
9		
10		

**TOTAL:** \$ (19,084.32)

Inspection "Crew Days" Allowed per Contract:	14.00
Additional "Crew Days" per Change Orders:	7.00
Total Inspection "Crew Days" Allowed:	21.00
Inspection "Crew Days" Used to Date:	14.00
Inspection "Crew Days" Remaining:	7.00



# CITY OF NOVI

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

**Section 3.**

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b>	GARFIELD SANITARY PUMP STATION	<b>NOVI PROJECT NO.:</b>	22-1203	<b>PAYMENT NO.:</b>	FINAL
		<b>CIP NO.:</b>	N/A		


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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.


**CITY OF NOVI**



**Aaron J. Staup, Construction Engineer**  
Electronic Signature Certification

**Craig Mortz**  Digitally signed by Craig Mortz  
DN: C=US, E=craig.mortz@csmmechanical.com,  
O=CSM Mechanical, CN=Craig Mortz  
Date: 2024.07.22 15:48:37-04'00'

**CSM Mechanical**  
CONTRACTOR - Electronic Signature Certification

**Barry Gates**  Digitally signed by Barry Gates  
DN: C=US, E=barry.gates@ohm-advisors.com, O=OHM Advisors,  
OU=Construction Manager, CN=Barry Gates  
Date: 2024.07.22 15:48:56-04'00'

**OHM Advisors**  
CONSULTANT - Electronic Signature Certification

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



## WORK CHANGE DIRECTIVE & CHANGE ORDER No. 3

**PURCHASE ORDER NO.**  
97135

**NOVI NO.: 22-1203**  
**CIP NO.: N/A**

**Project:** GARFIELD SANITARY PUMP STATION

**Owner:** City of Novi  
26300 Lee BeGole Dr.  
Novi, Michigan 48375  
(248) 735-5632

**Engineer:** OHM Advisors  
34000 Plymouth Road  
Livonia, Michigan 48150  
(734) 522-6711

**Contractor:** CSM Mechanical  
1235 Holden Avenue  
Milford, Michigan 48381  
(248) 302-2078

*This document hereby renders changes in the Work, changes in the Contract Time and changes in the Contract Price by adding, deducting and/or balancing individual Contract line items through a signed authorization of the Prime Contractor, Owner, and Engineer.*

**Drafted Date:** June 29, 2024

**Reasoning:** Balance of Items for Final Pay App

### EXISTING CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price		
						Add	Deduct	
0	1	"Crew Days" - Base Bid	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	2	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	3	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	4	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	5	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
6	1	Pavement, Remove	SYD	\$10.80	765		\$8,262.00	
7	1	Aggregate Base	SYD	\$37.50	199.64		\$7,486.50	
8	1	HMA, 2C, 4-inch	TON	\$225.00	7.39		\$1,662.75	
9	1	HMA, 5E1, 2-inch	TON	\$225.00	7.06		\$1,588.50	
10	1	Culvert, CMP, 12-inch	LFT	\$300.00	3	\$900.00		
12	1	Ditch, Regrade	LFT	\$29.00	70		\$2,030.00	
13	1	Concrete Sidewalk	SYD	\$144.00	50.53		\$7,276.32	
15	1	DTE Electrical Allowance	LS	\$35,000.00	1		\$35,000.00	
16	1	DTE Natural Gas Allowance	LS	\$20,000.00	0.6180375		\$12,360.75	
<b>Subtotals</b>							\$900.00	\$75,666.82
<b>Total</b>								<b>-\$74,766.82</b>





# AIA Document G707™ – 1994

## Consent of Surety to Final Payment

BondNo.B 1265965

PROJECT: *(Name and address)*

Garfield Sanitary Pump Station Improvements

ARCHITECT'S PROJECT NUMBER:

OWNER

CONTRACT FOR:

Garfield Sanitary Pump Station Improvements

ARCHITECT

CONTRACTOR

TO OWNER: *(Name and address)*

City of Novi

45175 West Ten Mile Rd. Novi, MI 48375

CONTRACT DATED:

September 22nd 2022

SURETY

OTHER

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

**Selective Insurance Company of America**  
40 Wantage Avenue  
Branchville, New Jersey 07890

, SURETY,

on bond of

*(Insert name and address of Contractor)*

**CSM Mechanical, LLC**

1235 Holden Ave. Milford, MI 48381

, 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

45175 West Ten Mile Rd. 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:  
*(Insert in writing the month followed by the numeric date and year.)*

July 16th 2024

**Selective Insurance Company of America**  
*(Surety)*

*(Signature of authorized representative)*

**Barry W Berman, Attorney-in-Fact**  
*(Printed name and title)*

Attest: *(Signature)*  
*(Seal)*

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**POWER OF ATTORNEY**

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:


The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Barry W Berman**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$30,000,000.00**

Signed this 16th day of July, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

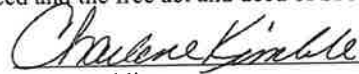
By:   
Brian C. Sarisky  
Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :  
  :ss. Branchville  
COUNTY OF SUSSEX :

On this 16th day of July, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid

Signed this 16th day of July, 2024

  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

CERTIFIED COPY



# CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

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

Accounting Manager of the CSM Mechanical  
(Title) (Firm Name)

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

Garfield ary Pump Station  
(Description of Improvement)

located at: 20750 Garfield Rd

The total amount of the contract is \$322,515.68 of which I have received payment of \$285,152.35 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

## SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Best Asphalt	Asphalt	32,945.25	32,945.25	0	#DIV/0!	\$0.00
Core & Main	Pipe, Flange	3,554.25	3,554.25	0	#DIV/0!	\$0.00
Mattic, Inc.	Electrical	115,160.00	115,160.00	0	#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
		151,659.50	151,659.50	0	#DIV/0!	\$0.00
<b>TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: \$341,600.00  
 Plus: Extras to Contract: \$55,682.50  
 Total: Contract plus Extras: \$397,282.50  
 Less: Credits to Contract: \$74,766.82  
 Total: Adjusted Contract: \$322,515.68

Work Completed to Date: \$322,515.68  
 Less: Total Retainage: \_\_\_\_\_  
 Less: Amount Previously Paid: \$285,152.35  
 Less: Amount of this Request: \$41,843.33  
 Total Balance Due: -\$4,480.00





# FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with CSM to provide  
(Prime Contracting Party)  
Paving work for the improvement of the property  
(Type of service)  
described as Garfield Sanitary Pump Station  
(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: 7/9/24 Pete Behrend  
(Signature of Lien Claimant)  
Pete Behrend  
(Printed Name of Lien Claimant)  
Controller  
(Title of Lien Claimant)

Company Name: Best Asphalt Inc  
Address: 6334 Beverly Plaza Romulus Mi  
Telephone: 7347299440 48174

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with CSM MECHANICAL LLC to provide  
(Prime Contracting Party)

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

described as Garfield Sanitary Pump Station  
(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: July 10, 2024

*Samantha McKeague*  
(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 CSM Mechanical to provide  
(Prime Contracting Party)

ELECTRICAL / GENERAL for the improvement of the property  
(Type of service)

described as Garfield Sanitary Pump Station  
(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: 7/10/2024

[Signature]  
(Signature of Lien Claimant)

Matthew Mamo  
(Printed Name of Lien Claimant)

Project Manager  
(Title of Lien Claimant)

Company Name: Mattic, Inc.

Address: 2488 Pearson, Milford, MI 48380

Telephone: 248-736-7751

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