# CITY OF NOVI CITY COUNCIL APRIL 17, 2023



**SUBJECT:** Consideration of approval of the final balancing change order and the final payment to D.V.M. Utilities, Inc. for the Nine Mile Sanitary Relief Sewer project, in the amount of \$113,204.29 and \$303,009.74, respectively, plus interest earned on retainage.

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

EXPENDITURE REQUIRED	\$ 203,009.74         Expenditure           \$ 100,000.00         Retainage           \$ 303,009.74         Total
AMOUNT BUDGETED	\$ 364,756.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-536.00-976.029

### **BACKGROUND INFORMATION:**

The Nine Mile Sanitary Sewer project involved the replacement of approximately 6,400 feet of force main sanitary sewer with gravity sewer from Evergreen Court to Kensington (see attached Location Map). The main purpose of this project was to provide redundancy to the Park Place pump station, which is 1.6 miles from the closest gravity sewer outlet (near Kensington).

Construction began in early February of 2019 with the western third of the project which was installed via the open-cut trench method since the depths of the main were fairly shallow. At this same time, the contractor, DVM Utilities, Inc., also began preparing for the deeper portions of the proposed sewer by installing a significant groundwater dewatering system.

Difficulties began when the contractor approached the deeper parts of the installation. Progress was slowed and stalled many times mainly due to narrow

construction width limits; maintaining traffic; encountering excessive groundwater (even more than the dewatering system could handle); and numerous changes in ground conditions (rocks and boulders).

Changed conditions, above and below ground, forced the project to explore different methods for installing the new pipe and proposed manhole structures. Delays were realized when the contractor had to adjust for these different methods. These methods varied from open-cut or directional drilling or guided pilot tube or bore & jack drilling.

Although a difficult project, it was successfully completed in May of 2022. Below is a summary of change orders issued to the contract:

Change Order No.	Date Approved	Amount	Description of Change Order
1	04/15/2019	\$20.00	Balancing of Tree Clearing Items No. 7 & 8
2	07/08/2019	-\$11.32	Xypex Treatment additive and balancing of Erosion Control/Silt Fence Item
3	01/10/2020	\$99,000.00	Upsize the dewatering header pipe from 12- inch to 18-inch, material only
4	02/24/2020	\$97,332.34	Additional increases for dewatering header pipe and increases for crew days on Basin "B" Improvements and CMP installation
5	05/04/2020	\$536,429.91	Increase Item No. 7 (Tree Removal, 6"-18") and Item No. 82 (Emergency Excavation) and addition of dewatering claims from the contractor for additional effort, rental equipment, pumps, drop pipes, etc. along with the correlated inspection crew days and contract time
6	07/13/2020	\$81,712.51	Materials for larger 18-inch dewatering header from Manhole 5 to Manhole 1
7	09/14/2020	\$74,250.00	Additional effort to install piping to divert water to Garfield Lake and operate system for three months
8	11/23/2020	\$481,772.00	Two emergency excavations, three months of diversion of water to Garfield Lake (October – December), rock drilling equipment and effort to complete the work
9	02/22/2021	\$984,279.84	Dewatering operations through December 2020, dewatering operations (January – March), steel sheeting rental and replacement
10	07/26/2021	\$20,822.20	Balances and increases to Items 8, 10, 55 and 57 while also increasing the crew days by 156 days used on contract through February 2021
11	08/19/2021	\$1,577,521.68	Additional dewatering claims from the contractor for additional effort, rental equipment, pumps, etc. ten months of diversion of water to Garfield Lake (March –

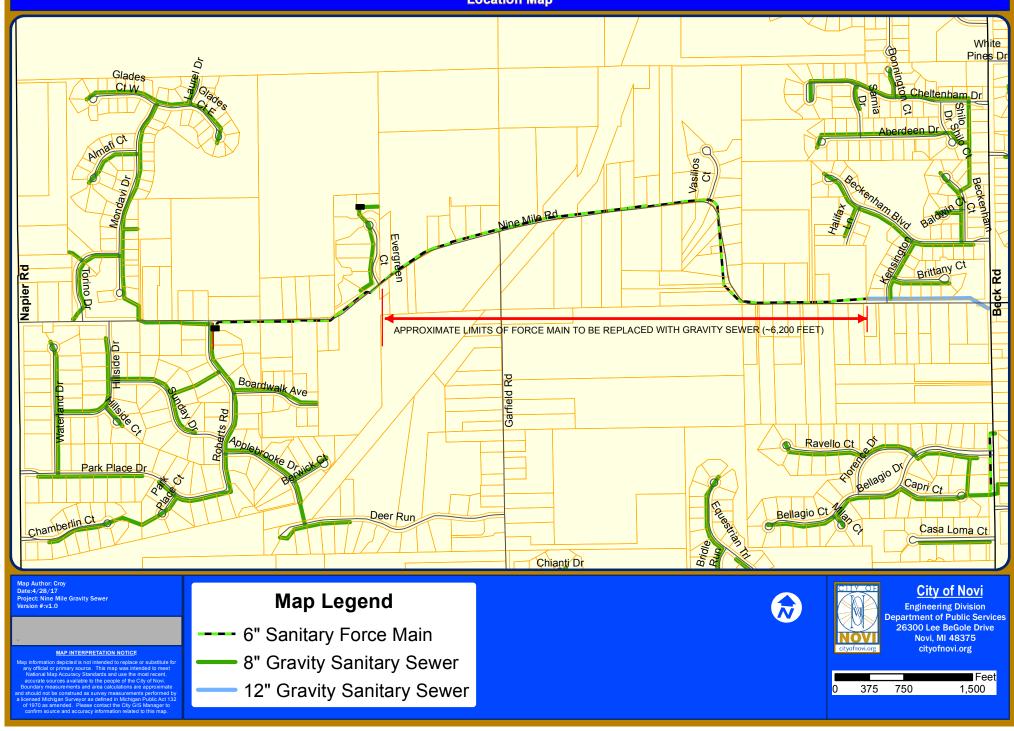
			October), pipe ramming equipment and effort to complete the work
12	03/28/2022	-\$3.37	Balances Items 3 through 84 and adds in new items 108 through 111 which was to line the 16- inch heavy wall casing, grout the casing, and locate the existing force main and water main
13	10/19/2022	\$113,204.29	Final Balancing of Items 85 through 107 which mostly includes the final four months of dewatering diversion to Garfield Lake

The construction contract was approved at the November 13, 2018, City Council meeting to D.V.M. Utilities, Inc., in the amount of \$5,553,167.65. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$303,009.74 that is due to the Contractor. The City Attorney reviewed the final documentation and found it to be in acceptable form (Beth Saarela, March 31, 2023).

The thirteen (13) change orders listed in the table above resulted in an overall increase of \$4,066,330.06 or 73.2% over the awarded amount. The approved change orders resulted in a final contract price of \$9,619,497.71.

**RECOMMENDED ACTION:** Approval of the final balancing change order and the final payment to D.V.M. Utilities, Inc. for the Nine Mile Sanitary Relief Sewer project, in the amount of \$113,204.29 and \$303,009.74, respectively, plus interest earned on retainage.

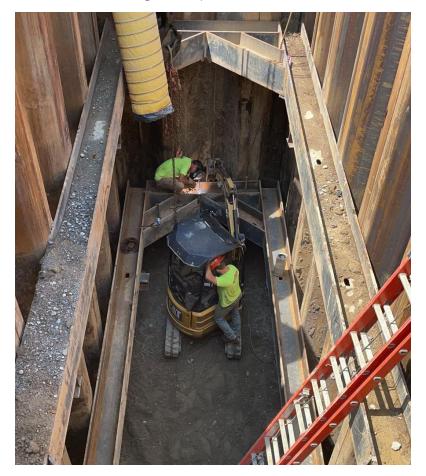
# NINE MILE GRAVITY SEWER PROJECT



## NINE MILE SANITARY RELIEF SEWER



Installing sheet piles for Shaft No. 9

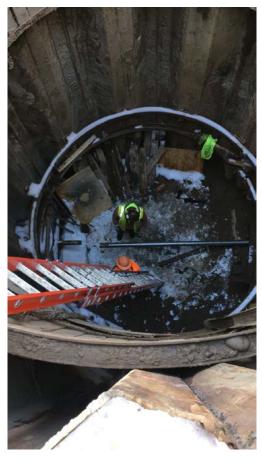


Completed Shaft No. 2

## NINE MILE SANITARY RELIEF SEWER



Boring shaft and Hammer-Head bit in a casing pipe



Inserting additional push-rods for casing installation

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

March 31, 2023

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

### Re: Nine Mile Sanitary Relief Sewer – D.V.M. Utilities, Inc. -Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Nine Mile Sanitary Relief Sewer Project:

- 1. Applications 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 Maintenance Bond has been increased to include the final project cost and is adequate. 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)

cityofn	OF DVI.org	CITY OF Balance Due Thi			PURCHASE ORDER NO. \$ 303,009.74 95709					26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659					
				APPL			ROGRESS	PAYME	NT						
PROJE	CT: Nine Mile Sanitary Relief Se	ewer		NOVI PROJECT NO.:         18-1201         I           CIP NO.:         18-1201         1					PAYMENT NO.:		FINAL				
OWNER	WNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375 ONTRACT AMOUNT			34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711					60 Si (5		6045 Sims Sterling He	D.V.M. Utilities, Inc. 6045 Sims Drive, Suite #2 Sterling Heights, Michigan 48313 (586) 979-0402			
CONTR	ACTAMOUNT			FINAL COMPLI	TION DATE					DATES OF ESTIN	AIE				
ORIGIN	IAL: \$5,553,167.6	5	_	ORIGINAL:			January 27, 2020	)		FROM:			July 1, 2022		
				REVISED:			June 14, 2022						•		
REVISE		1		ACTUAL:			June 30, 2022			то:			October 17, 2022		
SECTION 1. COST OF COMPLETED WORK TO DATE															
Item	Alternate Bid w/ Guided Pilot-Tube Method Item GL# 592-592.00-976.029			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
	Constr. Inspection "Crew Day"	CD	350.00	\$ 700.00		591.50	\$ 700.00 \$	414,050.00	1.50	\$ 1,050.00	0%	913.00	\$ 639,100.00	154%	
1	Mobilization, Max. 5%	LS	1.00	\$ 275,000.00	\$ 275,000.00	1.00	\$ 275,000.00 \$	275,000.00				1.00	\$ 275,000.00	100%	
	Audio-Visual Recording	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00 \$	5,000.00				1.00	\$ 5,000.00	100%	
	Erosion Control, Inlet Protection	EA	5.00	\$ 100.00	\$ 500.00	1.00	\$ 100.00 \$	100.00				1.00	\$ 100.00	100%	
-	Erosion Control, Silt Fence	LF	7500.00	\$ 3.15	\$ 23,625.00	2697.00	\$ 3.15 \$	8,495.55				2697.00	\$ 8,495.55	100%	
	Construction Fence	LF	13000.00	\$ 0.50	\$ 6,500.00	4488.00	\$ 0.50 \$	2,244.00				4488.00	\$ 2,244.00	100%	
	Tree, Rem, 19-inch to 36-inch	EA	15.00	\$ 1,250.00	\$ 18,750.00	20.00	\$ 1,250.00 \$	25,000.00				20.00	\$ 25,000.00	100%	
	Tree, Rem, 6-inch to 18-inch	EA	150.00	\$ 500.00 \$ 200.00	\$ 75,000.00 \$ 8,000.00	167.00	\$ 500.00 \$ \$ 200.00 \$	83,500.00				167.00	\$ 83,500.00	100%	
Ū.,	Oak Wilt Protection	EA	40.00	\$ 200.00 \$ 500.00	\$ 0,000,00	7.00 3.00	\$ 200.00 \$ \$ 500.00 \$	1,400.00 1,500.00				7.00	\$ 1,400.00	100% 100%	
	Stump, Rem, 19-inch to 36-inch Clearing	SY EA	5.00 2800.00	\$ 500.00 \$ 10.00	\$ 2,500.00 \$ 28,000.00	4260.87	\$ 500.00 \$ \$ 10.00 \$	42,608.70				4260.87	\$ 1,500.00 \$ 42.608.70	100%	
	Pavement, Remove	SY	2800.00	\$ 10.00 \$ 12.00	\$ 28,000.00 \$ 9,636.00	4260.87	\$ 12.00 \$	42,608.70				4260.87	\$ 42,608.70 \$ 1,490.88	100%	
	Sidewalk. Remove	SY	82.00	\$ 7.00	\$ <u>9,030.00</u> \$ 574.00	30.54	\$ 7.00 \$	213.78				30.54	\$ 1,490.88 \$ 213.78	100%	
	Curb and Gutter, Remove	LF	30.00	\$ 20.00	\$ 574.00 \$ 600.00	0.00	\$ 20.00 \$	213.76				0.00	φ 213.76	100 %	
	Sanitary Force Main, 6-inch, Rem	LF	950.00	\$ 20.00	\$ 19,000.00	0.00	\$ 20.00 \$	-				0.00			
	Sanitary Force Main, Structure, Rem	EA	7.00	\$ 1,150.00	\$ 8,050.00	5.00	\$ 1.150.00 \$	5,750.00				5.00	\$ 5,750.00	100%	
	Water Main, 16-inch, Remove	LF	200.00	\$ 25.00	\$ 5,000.00	4.00	\$ 25.00 \$	100.00				4.00	\$ 100.00	100%	
	Barricade, Type III, H-I, D-S, Light	EA	40.00	\$ 125.00	\$ 5,000.00	8.00	\$ 125.00 \$	1,000.00		1		8.00	\$ 1,000.00	100%	
	Lighted Arrow, Type C	EA	2.00	\$ 1,500.00	\$ 3,000.00	1.00	\$ 1,500.00 \$	1,500.00				1.00	\$ 1,500.00	100%	
	Minor Traffic Devices	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00 \$	25,000.00				1.00	\$ 25,000.00	100%	
	Plastic Drum, High Intensity	EA	150.00	\$ 42.50	\$ 6,375.00	100.00	\$ 42.50 \$	4,250.00				100.00	\$ 4,250.00	100%	
	Sign, Port, Changeable Message	EA	2.00	\$ 5,500.00	\$ 11,000.00	6.00	\$ 5,500.00 \$	33,000.00	4.00	\$ 22,000.00	67%	6.00	\$ 33,000.00	100%	
	Sign, Type B, Temp, Prismatic	SF	600.00	\$ 8.50	\$ 5,100.00	447.50	\$ 8.50 \$	3,803.75				447.50	\$ 3,803.75	100%	
	Sign, Type B, Temp, Prism, Special	SF	300.00	\$ 13.50	\$ 4,050.00	243.00	\$ 13.50 \$	3,280.50				243.00	\$ 3,280.50	100%	
	Traffic Regulator Control	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00 \$	25,000.00				1.00	\$ 25,000.00	100%	
	TOTAL THIS SHEET				\$ 570,260.00		\$	549,237.16		\$ 22,000.00			\$ 549,237.16	100%	



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

#### APPLICATION FOR PROGRESS PAYMENT VI PROJECT NO.: 18-1201

PROJECT: Nine Mile Sanitary Relief Sewer

NOVI PROJECT NO.: CIP NO.: PAYMENT NO.: FINAL

	SECTION 1.					COST OF COMPLETED WORK TO DATE									
Item	<u>Alternate Bid, Continue</u> GL# 592-592.00-976.02			CONTRACT ITEMS (	Origina <b>l</b> )		CONTRACT ITEMS (F	Revised)		THIS PERIOD			тот	AL TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity		Amount	%
25	Conc Barrier End, Temp, Det 5, Adj	EA	8.00	\$ 500.00	\$ 4,000.00	0.00	\$ 500.00			\$ -		0.00			
26	Conc Barrier End, Temp, Det 5	EA	2.00	\$ 1,500.00	\$ 3,000.00	0.00	\$ 1,500.00			\$ -		0.00			
27	Conc Barrier End, Temp, Relocate	EA	8.00	\$ 700.00	\$ 5,600.00	0.00	\$ 700.00			\$ -		0.00			
28	Conc Barrier Reflector Replace	EA	10.00	\$ 100.00	\$ 1,000.00	0.00	\$ 100.00			\$ -		0.00			
29	Conc Barrier, Temp, Adjust	LF	500.00	\$ 5.00	\$ 2,500.00	0.00	\$ 5.00			\$ -		0.00			
30	Conc Barrier, Temp	LF	500.00	\$ 27.50	\$ 13,750.00	0.00	\$ 27.50			\$ -		0.00			
31	Conc Barrier, Temp, Relocated	LF	2000.00	\$ 3.50	\$ 7,000.00	0.00	\$ 3.50			\$ -		0.00			
32	High Intensity Light, Type B	EA	2.00	\$ 150.00	\$ 300.00	0.00	\$ 150.00			\$ -		0.00			
33	Sign Cover	EA	5.00	\$ 100.00	\$ 500.00	0.00	\$ 100.00			\$ -		0.00			
34	Ped Type II Barricade, Temp	EA	6.00	\$ 200.00	\$ 1,200.00	0.00	\$ 200.00			\$ -		0.00			
35	Pedestrian Ramp, Temp	EA	2.00	\$ 250.00	\$ 500.00	0.00	\$ 250.00			\$ -		0.00			
36	Dewatering System	LS	1.00	\$ 215,000.00	\$ 215,000.00	1.00	\$ 215,000.00 \$	\$ 215,000.00		\$ -		1.00	\$	215,000.00	100%
37	Sanitary Force Main Bypass	LF	1200.00	\$ 60.00	\$ 72,000.00	833.70	\$ 60.00 \$	\$ 50,022.00	366.70	\$ 22,002.00	44%	833.70	\$	50,022.00	100%
38	Temp Chain Link Fence	LF	238.00	\$ 28.50	\$ 6,783.00	0.00	\$ 28.50			\$ -		0.00			
39	WM, 16-inch, Cut and Cap	EA	4.00	\$ 1,725.00	\$ 6,900.00	0.00	\$ 1,725.00			\$ -		0.00			
40	WM, DI, CI 54, 16-inch	LF	200.00	\$ 217.50	\$ 43,500.00	0.00	\$ 217.50			\$ -		0.00			
41	Fire Hydrant, Relocate	EA	4.00	\$ 4,250.00	\$ 17,000.00	2.00	\$ 4,250.00	\$ 8,500.00		\$ -		2.00	\$	8,500.00	100%
42	Fire Hydrant, Lead Extension	EA	1.00	\$ 3,500.00	\$ 3,500.00	0.00	\$ 3,500.00			\$ -		0.00			
43	Water Service, Curb Stop, Relocate	EA	15.00	\$ 800.00	\$ 12,000.00	7.50	\$ 800.00 \$	\$ 6,000.00	4.00	\$ 3,200.00	53%	7.50	\$	6,000.00	100%
44	Water Service, Relocate	LF	530.00	\$ 26.75	\$ 14,177.50	0.00	\$ 26.75			\$ -		0.00			
45	Connect to Existing Water Main	EA	4.00	\$ 5,365.00	\$ 21,460.00	0.00	\$ 5,365.00			\$ -		0.00			
46	Temporary Water Service	LF	2651.00	\$ 13.00	\$ 34,463.00	1525.00	\$ 13.00 \$	\$ 19,825.00	1000.00	\$ 13,000.00	66%	1525.00	\$	19,825.00	100%
47	Sanitary Force Main, 1.5-inch	LF	65.00	\$ 43.50	\$ 2,827.50	23.00	\$ 43.50 \$	\$ 1,000.50		\$ -		23.00	\$	1,000.50	100%
48	Sanitary Force Main, 2-inch	LF	21.00	\$ 57.65	\$ 1,210.65	156.00	\$ 57.65	\$ 8,993.40	28.00	\$ 1,614.20	18%	156.00	\$	8,993.40	100%
49	Sanitary Force Main, 6-inch	LF	38.00	\$ 115.00	\$ 4,370.00	40.00	\$ 115.00 \$	\$ 4,600.00	17.00	\$ 1,955.00	43%	40.00	\$	4,600.00	100%
50	San Sewer, PVC Truss, 12-inch	LF	2860.00	\$ 230.00	\$ 657,800.00	2845.00	\$ 230.00 \$	\$ 654,350.00		\$ -		2845.00	\$	654,350.00	100%
51	San Sewer, VCP, 12", Pilot Tube	LF	3550.00	\$ 747.50	\$ 2,653,625.00	3550.00	\$ 747.50 \$	\$ 2,653,625.00		\$ -		3550.00	\$	2,653,625.00	100%
52	San Sewer, PVC Truss, 8-inch	LF	650.00	\$ 172.30	\$ 111,995.00	592.00	\$ 172.30 \$	\$ 102,001.60		\$ -		592.00	\$	102,001.60	100%
53	Sanitary Force Main, Drop Conn.	EA	3.00	\$ 2,305.00	\$ 6,915.00	0.00	\$ 2,305.00			\$ -		0.00			
54	Sanitary Manhole, Tap, 12-inch	EA	1.00	\$ 1,850.00	\$ 1,850.00	1.00	\$ 1,850.00 \$	\$ 1,850.00		\$ -		1.00	\$	1,850.00	100%
55	SS MH, 48-inch, less than 15' deep	EA	12.00	\$ 7,500.00	\$ 90,000.00	14.00	\$ 7,500.00 \$	\$ 105,000.00		\$ -		14.00	\$	105,000.00	100%
56	SS MH, 60-inch, less than 15' deep	EA	2.00	\$ 9,875.00	\$ 19,750.00	0.00	\$ 9,875.00			\$ -		0.00			
57	SS MH, 48-inch, more than 15' dp	EA	4.00	\$ 11,400.00	\$ 45,600.00	7.00	\$ 11,400.00 \$	\$ 79,800.00		\$ -		7.00	\$	79,800.00	100%
58	SS MH, 60-inch, more than 15' dp	EA	5.00	\$ 12,575.00	\$ 62,875.00	6.00	\$ 12,575.00 \$	\$ 75,450.00	1.00	\$ 12,575.00	17%	6.00	\$	75,450.00	100%
59	SS MH, 72-inch Dia	EA	8.00	\$ 13,200.00	\$ 105,600.00	8.00	\$ 13,200.00 \$	\$ 105,600.00				8.00	\$	105,600.00	100%
	TOTAL FROM THIS SHEET				\$ 4,250,551.65		9	\$ 4,091,617.50		\$ 54,346.20			\$	4,091,617.50	
	TOTAL FROM OTHER SHEET				\$ 570,260.00		9	\$ 549,237.16		\$ 22,000.00			\$	549,237.16	
	SUBTOTAL				\$ 4,820,811.65		9	\$ 4,640,854.66		\$ 76,346.20			\$	4,640,854.66	100%



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FINAL

#### **APPLICATION FOR PROGRESS PAYMENT** 18-1201

PROJECT: Nine Mile Sanitary Relief Sewer NOVI PROJECT NO : CIP NO.:

PAYMENT NO .:

	SECTION 1.						COS	T OF COMPLETE	D WORK TO	DATE				
Item	<u>Alternate Bid, Continue</u> 592-592.00-976.029	d		CONTRACT ITEMS	(Original)	(	CONTRACT ITEMS	(Revised)		THIS PERIOD		TOTAL TO DATE		
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity Cost/Unit Total Amt		Quantity Amount %			Quantity Amount %			
60	San Sewer Service Lead, 6-inch	LF	2500.00	\$ 53.65	\$ 134,125.00	1963.00	\$ 53.65	\$ 105,314.95	Quantity	\$ <u>-</u>	70	1963.00	\$ 105,314.95	100%
61	San Serv Lead, Connct Ex. LPS	EA	4.00	\$ 1,400.00	\$ 5,600.00	8.00	\$ 1,400.00	11,200.00	8.00	\$ 11,200.00		8.00	\$ 11,200.00	100%
62	San Serv Lead, Interior Drop Conn.	EA	29.00	\$ 1,500.00	\$ 43,500.00	28.00	\$ 1,500.00	\$ 42,000.00	0.00	\$ -		28.00	\$ 42,000.00	100%
63	Grout in Place Ex Force Main, 6"	LF	6500.00	\$ 5.25	\$ 34,125.00	6100.00	\$ 5.25	\$ 32,025.00		\$ <u>-</u>		6100.00	\$ 32.025.00	100%
64	Culv End Sect, Conc, 12-inch	EA	1.00	\$ 850.00	\$ 850.00	0.00	\$ 850.00	\$ -		\$ -		0.00	\$ -	
65	Culv End Sect, Conc, 18-inch	EA	4.00	\$ 1,075.00	\$ 4,300.00	2.00	\$ 1,075.00	\$ 2,150.00		\$ _		2.00	\$ 2,150.00	100%
66	Culv, CI IV, RCP, 12-inch	LF	12.00	\$ 67.25	\$ 807.00	0.00	\$ 67.25	\$ -		\$ -		0.00	\$ -	
67	Culv, CI IV, RCP, 18-inch	LF	86.00	\$ 100.00	\$ 8,600.00	35.00	\$ 100.00	\$ 3,500.00		\$ -		35.00	\$ 3,500.00	100%
68	Trench Undercut and Backfill	CY	250.00	\$ 55.00	\$ 13,750.00	72.28	\$ 55.00	\$ 3,975.40		\$ -		72.28	\$ 3,975.40	100%
69	Station Grading, Roadway	STA	65.00	\$ 1,450.00	\$ 94,250.00	65.00	\$ 1,450.00	\$ 94,250.00		\$ -		65.00	\$ 94,250.00	100%
70	Aggregate Base	TON	2582.00	\$ 22.00	\$ 56,804.00	3428.55	\$ 22.00	\$ 75,428.10	246.55	\$ 5,424.10		3428.55	\$ 75,428.10	100%
71	Curb and Gutter, Conc, Det F4	LF	30.00	\$ 72.50	\$ 2,175.00	0.00	\$ 72.50	\$ -		\$ -		0.00	\$ -	
72	HMA, Driveway, 3.5-inch	SY	575.00	\$ 35.00	\$ 20,125.00	651.00	\$ 35.00	\$ 22,785.00	576.00	\$ 20,160.00	88%	651.00	\$ 22,785.00	100%
73	HMA, Roadway	TON	15.00	\$ 300.00	\$ 4,500.00	0.00	\$ 300.00	\$ -		\$ -		0.00	\$ -	
74	Driveway, Nonreinf Conc, 6-inch	SY	187.00	\$ 65.00	\$ 12,155.00	0.00	\$ 65.00	\$ -		\$ -		0.00	\$ -	
75	Gravel, Driveway, 6-inch	SY	1358.00	\$ 10.00	\$ 13,580.00	334.86	\$ 10.00	\$ 3,348.60		\$ -		334.86	\$ 3,348.60	100%
76	Gravel, Roadway, 8-inch	SY	4440.00	\$ 12.00	\$ 53,280.00	49.00	\$ 12.00	\$ 588.00		\$ -		49.00	\$ 588.00	100%
77	Maintenance Aggregate	TON	300.00	\$ 40.00	\$ 12,000.00	111.79	\$ 40.00	\$ 4,471.60		\$ -		111.79	\$ 4,471.60	100%
78	Sidewalk, Conc, 4-inch	SF	720.00	\$ 6.75	\$ 4,860.00	0.00	\$ 6.75	\$ -		\$ -		0.00	\$ -	
79	Mailbox, Remove and Reset	EA	68.00	\$ 95.00	\$ 6,460.00	17.00	\$ 95.00	\$ 1,615.00	4.00	\$ 380.00	24%	17.00	\$ 1,615.00	100%
80	Sign, Relocate	EA	9.00	\$ 50.00	\$ 450.00	8.00	\$ 50.00	\$ 400.00		\$ -		8.00	\$ 400.00	100%
81	Fence, Relocate	LF	280.00	\$ 39.50	\$ 11,060.00	62.00	\$ 39.50	\$ 2,449.00	12.00	\$ 474.00	19%	62.00	\$ 2,449.00	100%
82	Emergency Excavation	EA	3.00	\$ 15,000.00	\$ 45,000.00	8.00	\$ 15,000.00	\$ 120,000.00		\$ -		8.00	\$ 120,000.00	100%
83	Restoration	LS	1.00	\$ 75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	\$ 75,000.00		\$ -		1.00	\$ 75,000.00	100%
84	Landscape Allowance	DLR	1.00	\$ 75,000.00	\$ 75,000.00	0.00	\$ 75,000.00	\$ -		\$ -		0.00	\$ -	
										\$ -				
										\$ -				<b></b>
										\$ -				
	TOTAL FROM THIS SHEET				\$ 732,356.00			\$ 600,500.65		\$ 37,638.10			\$ 600,500.65	
	TOTAL FROM OTHER SHEETS				\$ 4,820,811.65			\$ 4,640,854.66		\$ 76,346.20			\$ 4,640,854.66	
	SUBTOTAL				\$ 5,553,167.65			\$ 5,241,355.31		\$ 113,984.30			\$ 5,241,355.31	100%



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

FINAL

#### **APPLICATION FOR PROGRESS PAYMENT** 18-1201

PROJECT: Nine Mile Sanitary Relief Sewer NOVI PROJECT NO.: CIP NO.:

PAYMENT NO .:

#### NEW CONTRACT ITEMS

SECTION 1. COST OF COMPLETED WORK TO DATE																
						NEW CONTRAC	т ітег	MS		Tŀ	IS PERIOD			Т	OTAL TO DATE	
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit		Total Amt	Quantity		Amount	%	Quantity		Amount	%
85	Xypex Treatment	LS	0	0	1.00	\$ 7,548.68	\$	7,548.68		\$	-		1.00	\$	7,548.68	100%
86	18" HDPE Dewatering Pipe (Material On	DLR	0	0	113685.00	\$ 1.00	\$	113,685.00		\$	-		113685.00	\$	113,685.00	100%
87	Basin B Improvements	DLR	0	0	33062.50	\$ 1.00	\$	33,062.50	8062.50	\$	8,062.50	24%	33062.50	\$	33,062.50	100%
88	Sewer Trench Backfill Material Substitut	DLR	0	0	8172.00	\$ 1.00	\$	8,172.00		\$	-		8172.00	\$	8,172.00	100%
89	CMP to facilitate Construction at MH#11	LS	0	0	1.00	\$ 15,500.00	\$	15,500.00		\$	-		1.00	\$	15,500.00	100%
90	18" Dewatering Header Fittings plus 5 d	LS	0	0	1.00	\$ 23,912.84	\$	23,912.84		\$	-		1.00	\$	23,912.84	100%
91	4" lay flat hose from deep well 9 to Vasil	LS	0	0	1.00	\$ 2,000.00	\$	2,000.00	0.25	\$	500.00	25%	1.00	\$	2,000.00	100%
92	Dewatering Claims from 5/13/19 to 9/5/1	LS	0	0	1.00	\$ 520,429.91	\$	520,429.91		\$	-		1.00	\$	520,429.91	100%
93	Materials for 18" dewatering header from MH5 to MH1	LS	0	0	1.00	\$ 64,862.51	\$	64,862.51		\$	-		1.00	\$	64,862.51	100%
94	6-inch HDPE from Basin B to Garfield Pond, installation, removal, restoration Monthly operational costs of discharge from	DLR	0	0	37500.00	\$ 1.00	\$	37,500.00	7500.00	\$	7,500.00	20%	37500.00	\$	37,500.00	100%
95	Basin B to Garfield Pond	Month	0	0	11.00	\$ 12,250.00	\$	134,750.00		\$	-		11.00	\$	134,750.00	100%
96	MH 10 to MH 11-Add Pipe Compensatio	LS	0	0	1.00	\$ 107,640.00	\$	107,640.00		\$	-		1.00	\$	107,640.00	100%
97	Temp Driveway Mats (MH10 to MH11)	LS	0	0	1.00	\$ 9,968.27	\$	9,968.27		\$	-		1.00	\$	9,968.27	100%
98	Rock-Hammer Pilot bore (MH3-MH4)	LF	0	0	471.00	\$ 500.00	\$	235,500.00		\$	-		471.00	\$	235,500.00	100%
99	Exploratory Drilling (MH3 to MH4)	LS	0	0	1.00	\$ 25,163.73	\$	25,163.73		\$	-		1.00	\$	25,163.73	100%
100	Monthly Dewatering costs for the sewer project 1/1/21 thru 3/31/21	Month	0	0	13.00	\$ 72,962.94	\$	948,518.22	1.00	\$	72,962.94		13.00	\$	948,518.22	100%
101	Steel Sheeting Rental and Replacement	EA	0	0	48.00	\$ 1,401.00	\$	67,248.00		\$	-		48.00	\$	67,248.00	100%
102	Dewatering Claim Settlement for the sewer project from 9/1/19 thru 12/31/20	LS	0	0	1.00	\$ 661,393.00	\$	661,393.00		\$	-		1.00	\$	661,393.00	100%
103	Add'l effort for Trenchless installation due to ground conditions MH3 to existing	LFT	0	0	1016.31	\$ 500.00	\$	508,155.00		\$	-		1016.31	\$	508,155.00	100%
104	Installation and future removal of Garfield Pond supplemental pumping system	DLR	0	0	8978.05	\$ 1.00	\$	8,978.05		\$	-		8978.05	\$	8,978.05	100%
105	Monthly Ops of Garfield Pond pumping system, SE corner 9 and Garfield	Month	0	0	2.00	\$ 14,687.34	\$	29,374.68		\$	_		2.00	\$	29,374.68	100%
106	Materials, installation, and removal of 12" supplementary water to Garfield Pond	DLR	0	0	45666.91	\$ 1.00	\$	45,666.91		\$	-		45666.91	\$	45,666.91	100%
107	Add'I work from 3A- 4 for 30" Hvy Wall Casing hammered in following 16" Hvy Wall Casing	DLR	0	0	650000.00	\$ 1.00	\$	650,000.00		\$	-		650000.00	\$	650,000.00	100%
108	CIPP lining of 16" heavy wall casing from MH 3 to existing	LFT	0	0	885.00	\$ 81.02	\$	71,702.70		\$	-		885.00	\$	71,702.70	100%
109	Grouting in advance of Lining	LS	0	0	1.00	\$ 12,410.40	\$	12,410.40		\$	-		1.00	\$	12,410.40	100%
110	Effort to cross WM with sewer instead of relocate WM	LS	0	0	1.00	\$ 15,000.00	\$	15,000.00		\$	_		1.00	\$	15,000.00	100%
111	Effort to locate existing forcemain throughout the project	LS	0	0	1.00	\$ 20,000.00	\$	20,000.00		\$	-		1.00	\$	20,000.00	100%
	TOTAL FROM THIS SHEET					· · · · · · · · · · · · · · · · · · ·	\$	4,378,142.40		\$	89,025.44			\$	4,378,142.40	
	TOTAL FROM OTHER SHEETS			\$ 5,553,167.65			\$	5,241,355.31		\$	113,984.30			\$	5,241,355.31	
	GRAND TOTAL			\$ 5,553,167.65			\$	9,619,497.71		\$	203,009.74			\$	9,619,497.71	100%



**CITY OF NOVI** 

#### PURCHASE ORDER NO.

95709

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

	AP	PLICATION FOR	R PROGR	ESS PAYMEN	т		
<b>PROJECT:</b> Nine Mile Sanitary Relief Sewer	NOVI PRO CIP NO.:				PAYMEN	T NO.:	FIN
Driginal Contract Amount:	\$	5,553,167.65		CHANGE	ORDERS		
Change Orders:	\$	4,066,330.06	<u>No.</u>	Date		<u>Amount</u>	
Adjusted Contract Amount to Date:	\$	9,619,497.71	1 2	April 5, 2019 June 18, 2019	\$ \$	20.00 (11.32	
otal Cost of Work Performed to Date:	\$	9,619,497.71	3	January 11, 2020 February 17 2020	\$ \$	99,000.00 97,332.34	
	φ	9,019,497.71	5	May 4, 2020	\$	536,429.91	
/INUS Retainage:			6	July 11, 2020	\$	81,712.51	
/INUS Inspection "Crew Days": To Date	913.00		7	August 17, 2020	\$	74,250.00	
This Pay	1.50		8	November 16, 2020	\$	481,772.00	
let Amt. Earned of Contract and Extra Work to Date:	\$	9,619,497.71	9	November 16, 2020	\$	984,279.82	
			10	March 23, 2021	\$	20,822.20	
/INUS L.D.'s: # of days over =	\$	-	11	July 19, 2021	\$	1,577,521.68	
\$ amount/day = \$1,550			12	March 28, 2022	\$	(3.37	)
Subtotal:	\$	9,619,497.71	13	October 19, 2022	\$	113,204.29	
/INUS Amount of Previous Payments:	\$	9,316,487.97					-
1 \$ 200,331.94				TO	TAL: \$	4,066,330.06	
2 \$ 53,861.40							
3 \$ 569,875.55				Inspection "Crew Days" A	Iowed per Contract	: 350.00	1
4 \$ 282,074.40				Additional "Crew Days" p	er Change Orders:	241.50	
5 \$ 504,107.83				Inspection "Crew Days" L	Jsed to Date:	913.00	
6 \$ 522,805.84				Inspection "Crew Days" F	Remaining:	-321.50	
7 \$ 340,080.70				<u> </u>	-		
8 \$ 513,532.75							
9 \$ 773,134.90							
10 \$ 418,478.49							
11 \$ 118,137.53							
12 \$ 115,508.40							
13 \$ 806,230.75							
14 \$ 472,192,27							
15 \$ 988,947.74							
16 \$ 377,735.06							
17 \$ 890,540.31							
18 \$ 368,857.38							
19 \$ 836,386.05							
20 \$ 163,668.70							



### **CITY OF NOVI**

Section 3.

**APPLICATION FOR PROGRESS PAYMENT** 

18-1201

PROJECT: Nine Mile Sanitary Relief Sewer

NOVI PROJECT NO.: CIP NO.: PAYMENT NO.:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer Electronic Signature Certification

FINAL

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

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) tille 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 leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); 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.

Karl J Bates III

Digitally signed by Karl J Bates III Date: 2023.02.21 12:04:14 -05'00'

D.V.M. Utilities, Inc. 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: 2023.03.00 10:58:47-04'00'

OHM Advisors CONSULTANT - Electronic Signature Certification 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659



### WORK CHANGE DIRECTIVE & CHANGE ORDER No. 13

cityofnovi.org			PURCHASE ORDER NO. 95709	]		Novi No.: 1 CIP No.: (			
Project:	Nine Mile	e Sanitary Relief Sewer							
Owner:		e BeGole Dr. shigan 48375	Engineer:	OHM Advisors 34000 Plymouth R Livonia, Michigan (734) 522-6711					
Contractor:	6045 Sim		Time and change balancing individ	es in the Contract Pri	ce by adding, dea ns through a sign	hanges in the Contract lucting and/or ed authorization of the			
Drafted Date:		February 20, 2022							
Reasoning:	EXISTING CONTRACT ITEMS								
Harry Mar	Division	Harry Danasiakian			Quantitu	Contract Price			
<u>Item No.</u> 0	<u>Division</u>	Item Description "Crew Days" - Base Bid	Unit CD	<u>Unit Price</u> \$700.00	<u>Quantity</u>	Add	Deduct		
0		"Crew Days" -	CD	\$700.00					
0		"Crew Days" -	CD	\$700.00			2		
0		"Crew Days" -	CD	\$700.00					
0		"Crew Days" -	m LF	\$700.00 \$20.00	050		□ ¢5.000.00		
14	1	Sanitary Force Main, 6-inch, Re Sanitary Force Main Structure,		\$20.00	250 2		\$5,000.00 \$2,300.00		
21	1	Sign, Port, changeable Messag		\$5,500.00	4	\$22,000.00	φ2,300.00		
37	1	Sanitary Force Main Bypass		\$60.00	366.7	\$22,002.00			
43	1	Water Service, Curb Stop, Relo		\$800.00	4	\$3,200.00			
46	1	Tempory Water Service	LFT	\$13.00	1000	\$13,000.00			
47	1	Sanitary Force Main, 1.5-inch	LF	\$43.50	42		\$1,827.00		
48	1	Sanitary Force Main, 2-inch	LF	\$57.65	28	\$1,614.20			
49	1	Sanitary Force Main, 6-inch	LF	\$115.00	17	\$1,955.00			
53	1	Sanitary Force Main, Drop Con		\$2,305.00	3	A 40 575 00	\$6,915.00		
58 60	1	SS MH, 60-inch, more than 15' o San Sewer Service Lead, 6-incl		\$12,575.00	1 137	\$12,575.00	¢7 250 05		
61	1	San Serv Lead, Connct Ex. LPS	EA	\$53.65 \$1,400.00	4	\$5,600.00	\$7,350.05		
62	1	San Serv Lead, Connet EX. EFS		\$1,500.00	1	\$5,000.00	\$1,500.00		
63	1	Grout in Place Ex Force Main, 6		\$5.25	400		\$2,100.00		
70	1	Aggregate Base	TON	\$22.00	246.55	\$5,424.10			
72	1	HMA, Driveway, 3.5-inch	SY	\$35.00	576	\$20,160.00			
74	1	Driveway, Nonreinf Conc, 6-inc		\$65.00	37		\$2,405.00		
75	1	Gravel, Driveway, 6-inch	SY	\$10.00	23.14		\$231.40		
76	1	Gravel, Roadway, 8-inch	SY	\$12.00	41		\$492.00		
78 79	1	Sidewalk, Conc, 4-inch Mailbox, Remove and Reset	SF EA	\$6.75 \$95.00	<u>70</u> 4	\$380.00	\$472.50		
80	1	Sign, Relocate	EA	\$50.00	1	<i>\\</i> 000.00	\$50.00		
81	1	Fence, Relocate	LF	\$39.50	12	\$474.00	+		
84	1	Landscape Allowance	DLR	\$1.00	37500	1	\$37,500.00		
L	Į	<u>l</u>	ļ	<u> </u>	Subtotals Total	\$108,384.30	\$68,142.95 <b>\$40,241.35</b>		

NEW CONTRACT ITEMS											
<u>Item No.</u> 100	<u>Division</u> 1	Item Description Monthly Dewatering costs for the sewer projec	<u>Unit</u> MONTH	<u>Unit Price</u> \$72,962.94	<u>Quantity</u> 1	Contrac <u>Add</u> \$72,962.94	Deduct				
100		Monthly Dewatering costs for the sewer project	WONTH	\$72,302.34		<i>\$12,302.3</i> 4					
							<u> </u>				
					Quiktotala	¢70.000.04	<u> </u>				
					Subtotals Total	\$72,962.94	\$0.00 <b>\$72,962.94</b>				
Increase/Decre	ase in Co	ontract Price				\$72,962.94	\$72,962.94				
Increase/Decre Original Contra	ict Amoui	nt				\$72,962.94	\$72,962.94 \$113,204.29 \$5,553,167.65				
<b>Original Contra</b>	ict Amoui s Approv	nt ed Change Orders				\$72,962.94	\$72,962.94 \$113,204.29				
Original Contra Sum of Previou Revised Contra	ict Amoui s Approv ict Amoui	nt ed Change Orders	BY ADJUSTS TH	E CONTRACT TIM	Total	\$72,962.94	\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra	ict Amoui s Approv ict Amoui	nt ed Change Orders nt	BY ADJUSTS TH	E CONTRACT TIM	Total	\$72,962.94	\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra	ict Amoui s Approv ict Amoui	nt ed Change Orders nt			Total	\$72,962.94	\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra	ict Amoui s Approv ict Amoui	nt ed Change Orders It S ADDRESSED BY THIS CHANGE ORDER HEREE	) Digitally s	igned by Karl .	Total E BY:	\$72,962.94	\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	ict Amoui s Approv ict Amoui	nt ed Change Orders nt S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III	Digitally s Date: 202	igned by Karl . 3.02.21 12:03:0	Total E BY:	\$72,962.94	\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	<b>act Amou</b> i s Approv. act Amoui CHANGES	nt ed Change Orders nt S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III	Digitally s Date: 202	igned by Karl J 3.02.21 12:03:C	Total E BY:	\$72,962.94	\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	<b>act Amou</b> i s Approv. act Amoui CHANGES	nt ed Change Orders nt S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III	Digitally s Date: 202 Digitally sigr DN: C=US,	igned by Karl J 3.02.21 12:03:0 .V.M. Utilities, Inc. ned by Barry Gates =-barry.gates@ohm-a	Total E BY:   Bates      4 -05'00'		\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	<b>act Amou</b> i s Approv. act Amoui CHANGES	at ed Change Orders at S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III Barry Gates	Digitally s Date: 202 Digitally sign DN: C=US, Advisors, Cf	igned by Karl . 3.02.21 12:03:0 .V.M. Utilities, Inc. ied by Barry Gates	Total E BY:   Bates      4 -05'00'		\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	ict Amoun s Approvi ct Amoun CHANGES	at ed Change Orders at S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III Barry Gates	Digitally s Date: 202 Digitally sign DN: C=US, Advisors, Cf	signed by Karl J 3.02.21 12:03:C V.M. Utilities, Inc. Ned by Barry Gates E-barry.gates@ohm-a -Barry Gates	Total E BY:   Bates      4 -05'00'		\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	ict Amoun s Approvi ct Amoun CHANGES	at ed Change Orders at S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III Barry Gates	Digitally s Date: 202 Digitally sign DN: C=US, Advisors, Cf	signed by Karl J 3.02.21 12:03:0 V.M. Utilities, Inc. The Barry Gates E-barry.gates@ohm-a -Barry Gates 33.30 11:03:17-04'00'	Total E BY:   Bates      4 -05'00'		\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	In the second se	at ed Change Orders at S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III Barry Gates	Digitally s Date: 202 Digitally sign DN: C=US, Advisors, CT Date: 2023,	signed by Karl J 3.02.21 12:03:0 V.M. Utilities, Inc. The Barry Gates E-barry.gates@ohm-a -Barry Gates 33.30 11:03:17-04'00'	Total E BY:   Bates      4 -05'00'		\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	In the second se	at ed Change Orders at S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III Barry Gates	Digitally s Date: 202 Digitally sig DN: C=US, Advisors, Cf Date: 2023,0	signed by Karl J 3.02.21 12:03:0 V.M. Utilities, Inc. The Barry Gates E-barry.gates@ohm-a -Barry Gates 33.30 11:03:17-04'00'	Total E BY: I Bates III 14 -05'00' dvisors.com, O=OH		\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	In the second se	at ed Change Orders at S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III Barry Gates	Digitally s Date: 202 Digitally sig DN: C=US, Advisors, Cf Date: 2023,0	Signed by Karl J 3.02.21 12:03:0 V.M. Utilities, Inc. The d by Barry Gates E-barry, gates@ohm-a -Barry Gates 33.30 11:03:17-04'00' OHM Advisors	Total E BY: I Bates III 14 -05'00' dvisors.com, O=OH		\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
Original Contra Sum of Previou Revised Contra THE	In the second se	at ed Change Orders at S ADDRESSED BY THIS CHANGE ORDER HEREE Karl J Bates III Barry Gates	Digitally s Date: 202 Digitally sig DN: C=US, Advisors, Cf Date: 2023,0	Signed by Karl J 3.02.21 12:03:0 V.M. Utilities, Inc. The d by Barry Gates E-barry, gates@ohm-a -Barry Gates 33.30 11:03:17-04'00' OHM Advisors	Total E BY: I Bates III 14 -05'00' dvisors.com, O=OH		\$72,962.94 \$113,204.29 \$5,553,167.65 \$3,953,125.77				
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CONSENT OF SURETY COMPANY TO FINAL PAYMENT AIA DOCUMUNT G707	Owner Architect Contractor Surety Other	X	Bond No. 1069	67340				
PROJECT: Nine Mile Road Sanitary Sewer, Job No. ( (name, address)	0163-16-0050							
TO: (Owner)	A	ARCHITE	CT'S PROJECT I	NO:				
City of Novi 26300 Lee BeGole Dr Novi, MI 48375	CONTRACT FOR: Contract Bond							
	(	CONTRAC	CT DATE: 11/14/20	18				
CONTRACTOR:								
D.V.M. Utilities, Inc. 6045 Sims Road, Suite 2 Sterling Heights, MI 48313-3749								
In accordance with the provisions of the Contract b	etween the (	Owner and	the Contractor as i	ndicated above, the				
Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183				, SURETY COMPAN	NY			
on bond of (here insert name and address of Contractor)								
D.V.M. Utilities, Inc. 6045 Sims Road, Suite 2 Sterling Heights, MI 48313-3749				, CONTRACTOR,				
hereby approves of the final payment to the Contractor relieve the Surety Company of any of its obligations	or, and agrees to (here insert n	s that final j ame and addre	payment to the Cont ss of Owner)	ractor shall not				
City of Novi 26300 Lee BeGole Dr 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	22nd	day o	f February, 2023					
		Surety Co Travelers	Casualty and Suret	y Company of America				
		Signature of	Authorized Representat	ive				
Attest: Kan Jehn		Title	Small, Attorney-In-F	<u>ب</u>	Vitt Utn CQRC Second			
NOTE: This form is to be used as a companion document to . DEBTS AND CLAIMS, Current Edition	AIA DOCUME	ENT G706, C	ONTRACTOR'S AFFII	DAVIT OF PAYMENT O	تلحی المربع مسبقات المحق المحمد المربع مسبقات المحقة المحمد المربع المحقة			

AIA DOCUMENT G707•CONSENT OF SURETY COMPANY TO FINAL PAYMENT•APRIL 1970 EDITION•AIA® PAGE ©1970•THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK, AVE., NW, WASHINGTON, D.C. 20006

ONE



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

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan L. Small TROY , Michigan , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

Bv: Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of February . 2023



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

### RIDER

### TO BE ATTACHED TO AND FORM PART OF

BOND NO. 106967340

IN FAVOR OF City of Novi

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

EFFECTIVE 11/26/2018

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

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

Increase Contract Amount To \$9,619,497.71 From \$5,798,167.65

### EFFECTIVE: 3/27/2023

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

SIGNED, AND SEALED 03/27/2023

Travelers Casualty and Surety Company of America

Surety Susan L. Small Attorney-in-Fact 19:5

# TRAVELERS.

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

#### POWER OF ATTORNEY

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

TROY . Michigan , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.



On this the 21st day of April. 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

2023 Dated this 27th day of March



to an free free S. 83

Hughes, Assistant Sacretary

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



### 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 Macomb

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

 President
 of the
 D.V.M. Utilities, Inc.
 ,

 (Title)
 (Firm Name)
 (Firm Name)
 (Firm Name)

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

Nine Mile Sanitary Relief Sewer, OHM Job #0163-16-0050

(Description of Improvement)

located at: Nine Mile Rd between Evergreen Ct and Kensington, Oakland County, Novi, MI

The total amount of the contract is \$9,619,497.71 of which I have received payment of \$9,316,487.97 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 reqpect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

Signed this $2134$ day of	February	, 20 <u>73</u>	
Name: <u>D.V.M. Utilities 1</u> (individu	nlo. al/corporation/partnership)		
By:	Attest: Presid	dent (Title)	
Subscribed and sworn to before me thi	is <u>215t</u> day of	February.	20_23
Notary Public Junify 9	Hogen	JENNIFER L. HO Notary Public, State of County of Maco My Commission Expires Au Acting in the County of Mac	Michigan mb g. 05, 2026

NOTARY SEAL

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Klein Brothers Fence & Stakes	Silt Fence & Construction Fence (As Needed)	\$2,493.50	\$2,493.50		0%	
Owen Tree Service	Tree Removal & Clearing (As Needed)	\$36,368.50	\$36,368.50		0%	
Construction Video Media	Pre-Construction Audio Video Survey	\$3,285.00	\$3,285.00		0%	
Ashley Land Development Cameron	Aggregates - Sand Labor for	\$16,512.16	\$16,512.16		0%	
Construction Company	Excavation (As Needed)	\$1,101,855.53	\$1,101,855.53		0%	
Mound Road Crushed Concrete	Aggregates - Stone	\$2,195.37	\$2,195.37		0%	
Recycled Aggregates	Aggregates - Stone	\$6,941.20	\$6,941.20		0%	
Midwest Vibro, Inc	Hydraulic Pile Driver	\$151,279.76	\$151,279.76		0%	
State Barricades	traffic control PT GMB Machine	\$200.00	\$200.00		0%	
Akkerman	Tooling	\$338,009.83	\$338,009.83		0%	
G2 Consulting	Engineering Services	\$7,500.00	\$7,500.00		0%	
Core & Main	Structures	\$150,549.20	\$150,549.20		0%	
Edw C Levy	aggregates	\$34,121.88	\$34,121.88		0%	
Mersino Dewatering	Dewatering	\$875,443.25	\$875,443.25		0%	
Novi Crushed Concrete	aggregates	\$413.78	\$413.78		0%	
Pro Tec Equipment	shoring	\$228,431.39	\$228,431.39		0%	
AIS Construction	drilling fluids/sign	\$13,761.70	\$13,761.70		0%	
Poco, Inc.	Traffic Control	\$40,194.00	\$40,194.00		0%	
Calo & Sons	Aggregate	\$16,552.23	\$16,552.23		0%	
Rhino Seed & Landscape	Seed	\$882.98	\$882.98		0%	
Stoneco of Mich	Aggregate	\$28,907.99	\$28,907.99		0%	
Tia Marie Trucking	Sand	\$1,896.18	\$1,896.18		0%	
Bor Con, Inc.	Casing	\$845.00	\$845.00		0%	
Tree Huggers LLC	Tree Removal & Clearing (As Needed)	\$10,700.00	\$10,700.00		0%	
Midwest Structural Pipe & Supply	Casing	\$5,512.00	\$5,512.00		0%	
Chamber Corp	Steel for Shaft	\$18,377.00	\$18,377.00		0%	
Contractors Steel	Shaft Steel	\$16,674.00	\$16,674.00		0%	
Integra Contractors	Topsoil	\$360.00	\$360.00		0%	
Temple & Temple Excavating & Paving	Subcontractor	\$2,300.00	\$2,300.00		0%	
Westlake Sod	Sod	\$330.35	\$330.35		0%	
Trinity Products	Steel Pipe	\$79,562.40	\$79,562.40		0%	
Pittsburg Pipe	Structural & Fusion Bond Pipe	\$18,634.80	\$18,634.80		0%	
Alro Steel	Steel	\$521.51	\$521.51		0%	

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Redford Topsoil	Topsoil	\$1,348.40	\$1,348.40		0%	
Supreme Soils	Topsoil	\$1,395.00	\$1,395.00		0%	
Manufactured Technologies	CiPP Sewer Liner	\$32,424.15	\$32,424.15		0%	
XYLEM	Dewatering Pump	\$29,832.17	\$29,832.17		0%	
Bob Sanitation Service	Portablre Sanitary Facility	\$4,324.00	\$4,324.00		0%	
Cadillac Asphalt	Asphalt	\$16,864.09	\$16,864.09		0%	
Contractors Rental	Equipment Rental	\$13,527.49	\$13,527.49		0%	
Etna Supply	PVC/Concrete/HD PE Pipe & Fittings, Construction Fence & Supplies	\$475,512.98	\$475,512.98		0%	
TT Technologies	Air Hammer Rental	\$28,302.00	\$28,302.00		0%	
Jack Doheny	Equipmental Rental	\$76,320.00	\$76,320.00		0%	
Jensen Bridge and Supply	Culvert Material	\$7,302.76	\$7,302.76		0%	
Logan Clay Products	No-Dig Clay Pipe	\$159,589.21	\$159,589.21		0%	
MacCallister Rentals	Equipment Rental	\$82,214.02	\$82,214.02		0%	
Superior Materials	Concrete	\$34,086.45	\$34,086.45		0%	
Sylvania Minerals	Aggregates Stone	\$47,921.53	\$47,921.53		0%	
The Charles Machine Works	Hammer Rental	\$28,360.02	\$28,360.02		0%	
The Sherwin Williams Co	Grout	\$22,855.51	\$22,855.51		0%	
Waste Management	Dumpster Rental	\$8,911.85	\$8,911.85		0%	
Z Contractors	Equipment Rental	\$78,000.00	\$78,000.00		0%	
TOTALS		\$4,360,704.12	\$4,360,704.12	\$0.00		\$0.00

#### RECAPITULATION

Total: Adjusted Contract:	\$9,619,497.71	Total Balance Due:	\$0.00
Less: Credits to Contract:	\$14.69	Less: Amount of this Request:	\$303,009.74
Total: Contract plus Extras:	\$9,619,512.40	Less: Amount Previously Paid:	\$9,316,487.97
Plus: Extras to Contract:	\$4,066,344.75	Less: Total Retainage:	
Amount of Original Contract:	\$5,553,167.65	Work Completed to Date:	\$9,619,497.71

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Subcontractors – silt fence and construction fence FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Klein Brother Fence & Stakes 2400 E. Buno Road Milford, MI 48381 248-684-6919 Davidklein058@gmail.com

AUTHORIZED SIGNATURE **David Klein** 

NAME

Owner TITLE 1-15-23

DATE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: clearing and remove trees FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS Nine Mile Rd Sanitary Sewer – Evergreen Ct to Kensington, Novi MI

Invoices 684472

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Owen Tree Service 225 N. Lake George Rd Attica MI 48412

TELEPHONE: (810) 724-6651

AUTHORIZED SIGNATURE

Kandy J. Owen

President

DATE SIGNED

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Pre-Construction Audio Video Survey FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Construction Video Media 111 East Newberry Romeo MI 48065 586-752-2580 Fax 586-752-2301

Dwight C. Spengler AUTHORIZED SIGNATURE

Dwight C. Spengler NAME

President

TITLE

1.17.2023 DATE SIGNED

# FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Aggregates FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Ashley Land Development Co., Inc. 3333 Muir Rd Milford MI 48380 248-684-1260

ATURE DATE SIGNED

# FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: subcontractor labor FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Cameron Contruction Co. 6045 Sims Sterling Heights MI 48313 (586) 979-0320

HORIZED SIGNATURE 12raski VAME T.E

1-16-23 DATE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: aggregates, stone FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Mound Road Crushed Concrete 33200 Mound Rd Sterling Heights MI 48310 586-939-6200

DATE SIGNED



### **Great Lakes Aggregates Companies**

Sylvania Minerals • Recycled Aggregates

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

### FULL UNCONDITIONAL WAIVER

 My/our contract with
 D.V.M. Utilities, Inc.

 (Other Contracting Party)

 To provide
 Crushed Stone

 For the improvement to the property described as:

 Nine Mile Sanitary Relief Sewer, City of Novi, MI

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

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

**Recycled Aggregates, LLC** 

Melissa Zielinski, Office Manager (Signature of Lien Claimant)

Signed On: 03/16/23

Address:

5699 Ready Road, PO Box 406 South Rockwood, MI 48179 e: (734) 783-7416 (734) 379-0311

Telephone: Fax:

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Hydraulic Pile Driver FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Midwest Vibro, Inc. PO Box 245 Grandville MI 49468-0245 616-532-7670 Fax 616-532-8505

Ζ3 TE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Traffic Control FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: State Barricades, Inc. 24806 Industrial Hwy. Warren MI 48089 586-756-8282 Fax 586-754-4385

----

nu prichard Zed SIGNATURE

NED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: PT GMB Machine Tooling FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Akkerman, Inc. 58256 266<sup>th</sup> Street Brownsdale MN 55918-9737 507-567-2261 Fax 507-567-2720

Mary Hardson AUTHORIZED SIGNATURE

Mary Hartson NAME

AR Manager TITLE

2-24-23 DATE SIGNED

# FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Engineering Services FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: G2 Consulting Group, LLC 1866 Woodslee St Troy, MI 48083 248-680-0400 Fax 248-680-9745

Marken Amolink AUTHORIZED SIGNATURE Marken Smallaski NAME

Principal TITLE

# FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Structures FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Core & Main. 1830 Craig Park Court St. Louis, MO 63146 (314) 432-4750

Laitly Pose Pagent

AUTHORIZED SIGNATOR

Kaitlyn Pagano NAME

Credit Manager TITLE

01/17/2023 DATE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Aggregates FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Edw C Levy Co. 26268 Network Place Chicago IL 60673-1262 313-843-7200

FAX 313-549.9441

Sharacae Posey

AUTHORIZED SIGNATURE

Sharecee Posey NAME

Assistant Credit Manager TITLE

01/17/2023 DATE SIGNED

Job # 1971/ 51888

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

# FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Dewatering FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Mersino Dewatering, Inc. 600 W Dryden Rd 900 N. Squirrel, Ste 210 Metamora MI 48455 Auburn Hills, Mi. 48326 810-658-3472 248-237-7491

RIZED SIG

MO

23 DATE SIGNED

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

Please note address change

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Aggregates FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Novi Crushed Concrete Invoice 11879 46900 W 12 Mile Rd Novi, MI 48377 248-305-6020 248-305-6023

AUTHORIZED SIGNATURE 24/2023 DATE SIGNED

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: shoring FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Pro-Tec Equipment PO Box 733000 Dallas TX, 75373-3000 517-827-3250 Fax 517-827-3263

ORIZED SIGNATURE

Judi O'Connell NAME

Accts Rec. TITLE

1/18/23 DATE SIGNED

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

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Drilling Fluids/sign FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: AIS Construction Equipment 65809 Gratiot Ave Lenox MI 48050 586-727-7502

ORIZED

Garrett + Spargel NAME

Rental Coordinator

03/16/2023 DATE SIGNED

# FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITH \_\_\_\_\_ D.V.M. Utilities. Inc.

TO PROVIDE: Traffic Control FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Poco Inc 4850 S Sheldon Canton MI 48188 734-397-1677 Fax 734-397-5903

AUTHORIZED SIGNATURE UTCAN 2 NAME 100 155 TIJ 1 DATE SIGNED

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## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Aggregates FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

 COMPANY: Calo & Sons Construction Inc

 PO Box 530563

 Livonia MI 48153

 248-468-9200

 Fax 248-468-9204

 Plymouth, MI 48170

Branch Administrator

DATE SIGNED

+15862034969

PAGE 1/1

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

FAXED

#### FULL UNCONDITIONAL WAIVER

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

10/10/2019 \$ 634.94

TO PROVIDE: seed

ê.

THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Rhino Seed & Landscape Supply, LLC 850 N. Old US 23 Brighton MI 48114 810-632-5640 Fax 810-632-5840

HORIZED SIGNATURE

# 190102.98

NAME

CONTROLOR TITLE

17/2023 DATÉ SIGNED

## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Aggregates FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Stoneco 7250 Reaume Road Newport MI 48166 734-770-3682

Kim Wanford

AUTHORIZED SIGNATURE

Kim Wauford

NAME

AR Credit

TITLE

3/3/2023

DATE SIGNED

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Aggregates THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Tia Marie Trucking Inc. PO Box 531474 Livonia MI 48153 248-468-9201 Fax 248-468-9204

Tia Marie Trucking, Inc. PO Box 701134 Plymouth, MI 48170

usaletri UTHORIZED SIGNATURE

LISA PETRI NAME **Branch Administrator** TITLE

1-16-23 DATE SIGNED

19-1389

## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Casing FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Bor-Con, Inc. 48595 West Road Wixom MI 48393 248-437-70236 Borecon.services@gmail.com

AUTHORIZED SIGNATURE

NOTIONIZED SIGNATOR

Anthony Carpani NAME

Secretary/Treasurer

TITLE

January 17, 2023

DATE SIGNED

#### **FULL UNCONDITIONAL WAIVER**

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

TO PROVIDE: subcontractor tree removal

THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Tree Huggers LLC 3345 Glen Iris Commerce MI 48382 248-895-5379 Jasonbow44@gmail.com

Jason Bow

AUTHORIZED SIGNATURE

Jason Bow NAME

Owner TITLE

01-17-2023

DATE SIGNED

## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Casing Invoice 951568

THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Midway Structural Pipe & Supply, Inc. 1611 Clara St Jackson MI 49203 517-787-1350 Fax 517-787-4537 www.midwaystructural.com

AUTHORIZED SIGNA

Roberta BarrHett NAME

TITLE

2/28/23 DATE S GNED

## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Steel for shaft FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

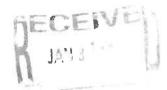
COMPANY: Camber Corp. 2559 Brandt School Road Heritage Center, Suite 200 Wexford, PA 15090 724-933-6040 Fax 724-933-6058

IORIZED SIGNATURE

ochle NAME

TITLE

E SIGNED



### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Shaft Steel FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Constractors Steel Co. 36555 Amrhein Road Livonia MI 48150 734-452-3200

Todi Schar

NAME

abit Manac TITLE

2.2.202 2-DATE SIGNED

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: topsoil FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Integra Contractors, LLC 71 Aspinwall Dr Po Box 363 Troy, MI 4809 248-635-7494 integracontract@yahoo.com

AUTHORIZED SIGNATURE

LAURA GILLIES

CO-OWNE TITLE

1-23-23 DATE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: subcontractor labor FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Temple & Temple Excavating & Paving, Inc. 1367 South State Rd 60 Salem IN 47167 812-883-6644

DATE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Sod # 22984, 23 816

THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Westlake Sod PO Box 183189 Shelby Twp MI 48318 586-731-3555 Fax: 586-73**¢**1-3566

AUTHORIZED SIGNATURE Wostlake ason NAME owner TITLE 2-24-23 DATE SIGNED

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Steel pipe INVOICE # 52492\_1 47223\_1 + 41669\_1 FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Trinity Products PO Box 84103 Chicago IL, 60689-4003 636-887-9688 pcarnaghi@trinityproducts.com

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+15862034969 PAGE 1/1

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

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: structural & fusion bond pipe Invoice P0091918

THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Pittsburg Pipe PO Box 88462 Chicago IL 60680 800-325-2653 Fax: 314-383-2322

THORIZED SIGNATURE

202 DATE SIGNED

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Steel BIC 592/Lo + BJ3 592/LO FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Alro Steel 34401 Schoolcraft Livonia MI 48150 734-261-2200

\* AUTHORIZED SIGNATURE

ROBERT LAMB NAME

MLF CAS TITLE

1-23-23 DATE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Topsoil ticket26549,29864,29865

THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Redford Topsoil Contractors, Inc. 15553 Beech Daly Redford MI 48239 313-533.2181

Leonard Romszeshi

AUTHORIZED Signature LEONARD RANISZESKI

NAME

PRES. TITLE

1/15/23 DATE SIGNED

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

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Topsoil FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Supreme Soils, LLC 47742 VanDyke Ave Shelby Twp MI 48317 313-460-9530

AUTHORIZED SIGNATURE olo JACObacc NAME NWNER TITLE 023

DATE'SIGNED

#### **Final Release**

IN CONSIDERATION of final payment of **\$64,060.50** paid to **Manufactured Technologies Co. LLC** (**MTC**) **by D.V.M. Utilities** for services, labor and materials furnished in connection with that certain construction Project known as \_\_\_\_\_\_\_ <u>9 Mile Sanitary Relief Sewer</u> , its assigns and its subsidiaries waive and release \_\_\_\_\_\_\_ D.V.M. Utilities \_\_\_\_\_\_ from any claims, rights, bond rights, lien and lien rights it has or may have concerning Project referenced above and against project owner, its sureties, insurance companies, assigns, officers, subsidiaries and related entities.

The undersigned further asserts and affirms that as of the date of this final release, all labor charges, bills for materials, supplies, equipment and utilities and bills and charges for all other things furnished or caused to be furnished for the above described Project pursuant to the agreement between the parties have been paid in full.

The undersigned also asserts and affirms that there are no claims or demands of subcontractors, material suppliers, mechanics, laborers, or others resulting from or arising out of any work done or ordered to be done pursuant to said agreement.

Dated this 21st Day of March, 2023.

Manufactured Technologies Corp		
By: Michelle Bryant		
Name: Michelle Bryant		
Title: Area Administrator		
Area Administrator           Address:         160 Corporate Drive		
Batesville, MS 38606		
552.561.7927		

# FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Dewatering Pump Rental THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: XYLEM 11850 Sears Dr Suite A Livonia MI 48150 248-445-0337

AUTHORIZED SIGNATURE

Robert Brown NAME

Suc Center Manager TITLE

3/28/23 DATE SIGNED

## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Sanitation FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Bob's Sanitation Service Inc. PO Box 530845 Livonia MI 48153 734-421-1400 Fax 734-946-7382

ide A nanne

TITLE

DATE SIGNED

## FULL UNCONDITIONAL WAIVER

I/WE HAVE A CONTRACT WITHD.V.M. Utilities, Inc.TO PROVIDE: AsphaltINVOICEJ79505, 379863, 379866FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Cadillac Asphalt, LLC PO Box 772213 Detroit MI 48277-2213 586-203-2616

NAME ALAdit. 1-17-2023 DATE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Equipment rental Contract 049375 FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Contractors Rental Corp. 65809 Gratiot Ave Lenox, MI 48050 586-727-7502

HORIZED SIGNATURE

Garrett Sparger NAME

Rental Coordinator TITLE

03/16/2023 DATE SIGNED

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: PVC /Concrete HDPE Pipe & Fittings FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Etna Supply 29949 Beck Rd Wixom MI 48393-2836 248-624-5000

Bill Minor NAME

Credit Mgr TITLE

1-16-23 DATE SIGNED

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

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### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Equipment Rental invoice 0225948 THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: TT Technologies, Inc. 2020 E New York St Aurora, IL 60502 630-851-8200 630-851-8299

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TITLE 3-17-2-DATE SIGNED

## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Equipment Rental

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Jack Doheny Co. 777 Doheny Dr Northville, MI 48167 248-349-0904 Fax 248-349-2774 Dohenycompany.com

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

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: culvert material FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Jensen Bridge and Supply Co. 400 Stoney Creek Dr Sandusky, MI 48471 810-648-3000 Fax: 810-648-3549

THORIZED SIGNATURE

Marcre J. Manovich NAME Controller TITLE

-31.23

DATE SIGNED

#### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: No Dig Clay Pipe FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Logan Clay Products LLC 201 S Walnut St Logan OH 43138 740-385-2184 Fax 740-385-9336

JRE TITLE DATE SIGNED

### FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Equipment Rental FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: MacAllister Rentals 2210 Scott Lake Rd Waterford MI 48328 248-674-0000

AUTHORIZED SIGNATURE

Steve Jean NAME

Branch Manager

24/23 DATE SIGNED

To: 15862034969 From: 12485929074 Date: 01/16/23 Time: 9:20 PM Page: 01/01

To: 12485929130 From: +15862034969 Date: 01/16/23 Time: 8:16 PM Page: 01 +15862034969 PAGE 1/1 +15862034969 PAGE 1/1

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

## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Concrete FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Superior Materials PO Box 2900 Farmington Hills MI 48333-2900 248-788-8000 Fax 248-592-9130

D'TEN CI

TITLE

DATE SIGNED

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## **Great Lakes Aggregates Companies**

Sylvania Minerals • Recycled Aggregates

### FULL UNCONDITIONAL WAIVER

My/our contract with	D.V.M. Utilities, Inc. (Other Contracting Party)	
To provide	Aggregate Material	
For the improvement to	the property described as:	
Nine Mile	e Sanitary Relief Sewer, City of Novi, MI	

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

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

Sylvania Minerals, LLC

Melissa Zielinski, Office Manager (Signature of Lien Claimant)

03/16/23 Signed On:

Address:

Fax:

5699 Ready Road, PO Box 406 South Rockwood, MI 48179 (734) 783-7416 Telephone: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

# FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Hammer rental FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: The Charles Machine Works PO Box 95232 Chicago IL 60694-5232 517-546-9848

NAME

## FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Grout THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: The Sherwin Williams Co 27591 Schoolcraft Rd Livonia Mi 48150-2201 734-422-8730

Robert J. Horton

AUTHORIZED SIGNATURE

Robert J. Horton

NAME The Sherwin-Williams Company Sr. Water & Wastewater Specialist

TITLE

March 16, 2023

DATE SIGNED

# FULL UNCONDITIONAL WAIVER

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

TO PROVIDE: Dumpster Rental FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS :

Nine Mile Sanitary Relief Sewer, City of Novi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Waste Management PO Box 4648 Carol Stream IL 60197-4648 866-797-9018

- (a)<sup>(3)</sup>

DocuSigned by: Ancela Knicht-Fone AUTHORIZED SIGNATURE 71B9B457171747A...

Angela Knight-Foye NAME

Sr. Lien Analyst

TITLE

1/17/2023

DATE SIGNED

Jan. 17. 2023 10:57AM **Gai-16 13:26 MST -**

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

## FULL UNCONDITIONAL WAIVER

IWE HAVE A CONTRACT WITH D.V.M. Utilities, Inc.

TO PROVIDE: Hammer rental

Nine Mine Sannary Real Seven, Chy of Howi, Mi

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN

RIGHTS AGAINST SUCH PROPERTY ARE HEREBY WAIVED AND RELEASED.

COMPANY: Z Contractors, Inc. 50500 Design Lane Shelby Twp MI 48315 586-255-2421 Fax 586-726-8481

AUTHORIZED SIGNATURE

Signer ID: D9FMJKFCJ7... Brooke Sebero NAME

Controller TTTLB

\_\_\_\_\_1/17/2023\_\_\_\_\_ DATE SIGNED

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