# CITY OF NOVI CITY COUNCIL MARCH 4, 2024



**SUBJECT:** Approval of the final payment to Springline Excavating, LLC. for the 12 Mile Paving (Medina to City Limits) project, in the amount of \$98,799.28, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 58,672.00 (expenditure) Northwest Park Parking Lot & Trails
	\$ 39,911.44 (retainage) Road Paving & Sidewalk Infill
	\$ 215.84 (retainage) Northwest Park Parking Lot & Trails
	\$ 98,799.28 TOTAL
AMOUNT BUDGETED	\$ 20,712.00 Roads & Sidewalks
	\$ 312,110.00 Northwest Park Parking Lot & Trails
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	203-449.30-975.230 Road Paving & Sidewalk Infill
	208-752.00-977.111 Northwest Park Parking Lot & Trails

#### **BACKGROUND INFORMATION:**

Twelve Mile Road between Napier Road and the east City limits is under the City's jurisdiction. Approximately 2,000-feet of Twelve Mile Road was an unpaved, aravel road. Catholic Central High School, bordered by Twelve Mile Road to the north, is currently constructing a connector road to Twelve Mile Road. Catholic Central initially proposed paving a portion of Twelve Mile Road adjacent to their new connector road. However, the Engineering Division recommended that the City pave the entire gravel section to ensure overall quality and consistency throughout. Also, it was imperative to this portion Twelve Mile Road complete have of prior to the rehabilitation/reconstruction of Wixom Road (which is to take place in 2024). Under a northbound only traffic control, Catholic Central vehicles were going to need another point of access. In addition to paving the gravel section of the road, two sidewalk gaps on the south side of Twelve Mile Road were completed, along with a new gravel parking lot added to the Northwest Park, located at 50635 Twelve Mile Road.

Near the end of the project, the City's Parks, Recreation & Cultural Services Department requested that our contractor build some portions of the trails and trailhead system located near the Northwest Park parking lot. This addition also provided better access for their playground contractor which was ready to install equipment immediately following the road and parking lot construction. This work was added to the contract as Change Order No. 6.

The construction contract was approved at the August 8, 2022, City Council meeting to Springline Excavating, LLC, in the amount of \$1,434,189.12. Staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$98,799.28 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in acceptable form (Beth Saarela, February 5, 2024).

There were seven (7) approved change orders issued resulting in an overall increase of \$171,902.19 or 11.9% over the awarded amount. This approved change order resulted in a final contract price of \$1,606,091.31.

**RECOMMENDED ACTION:** Approval of the final payment to Springline Excavating, LLC., for the 12 Mile Paving (Medina to City Limits) project, in the amount of \$98,799.28, plus interest earned on retainage.



Map Author: Rebecca Runkel Date: 7/25/22 Project: 12 Mile Rd Paving Version #: 1.0

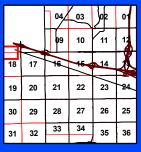
#### MAP INTERPRETATION NOTICE

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.



Sidewalk Gap Infill





# **<u>City of Novi</u>**

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

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130 260

Feet 1 inch = 457 feet

# 12 MILE PAVING (MEDINA TO EASTERN CITY LIMITS)



Before - 12 Mile east of Medina looking east.



After - 12 Mile east of Medina looking east.



Before - 12 Mile east of Catholic Central entrance, looking west.



After - 12 Mile east of Andelina Ridge, looking west.



Before – NW Park parking lot, looking south from 12 Mile Road



After – NW Park parking lot, looking south from 12 Mile Road



NW Park playground, looking south from the parking lot



NW Park playground, looking west towards the Andelina Ridge Subdivision

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

February 5, 2024

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

#### Re: 12 Mile Road Paving – Springline Excavating, LLC

Dear Mr. Staup:

We have received and reviewed closing documents for the 12 Mile Road Paving Project:

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

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMTSBUECHLER PC Elizabeth Kudla Saarela

EKS

Enclosure

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



**CITY OF NOVI** 

Sheet 1 of 7

Balance Due This Payment = \$ 98,799.28

PURCHASE ORDER NO. 97123 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

					A	P	PLICAT	ION F	0	<b>R FINA</b>	L	PAYME	NT							
PROJ	ECT: 12 MILE ROAD PAVING - TO CITY LIMIT	MEDINA			OVI PROJEC	CT N	10.:	22-2302 ENG071						PA	YMENT NO.:		FINAL			
OWNE	R: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375							n Bo r, Mi	ulevard Eas ichigan 4803	-			со	NTRACTOR:		32945 F	olso oton l	Hills, Michigan 4833	36	
ONT	RACT AMOUNT			FINAL COMPLETION DATES			. ,						DA	TES OF ESTI	MATE	(010) 4	51-00			
RIGI	NAL:\$1,	,434,189.12	2		RIGINAL: EVISED:				١	November 5	202	22		FRO	DM:			S	eptember 20, 2023	3
EVIS	ED: \$1,	606,091.31			CTUAL:				S	eptember 27	7.20	023		TO:					October 18, 2023	
	SECTION 1.										-	the second s	WORK TO	-					OCIODEI 16, 2023	
Item	<u>DIVISION 1 - ROAD IMPROVEME</u> GL# 203-449.30-975.230	INTS		col	NTRACT ITEMS	(Oriç	ginal)	COST OF COMPLETED WORK TO DATE 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	%
0	Crew Days - Division 1 - Road	CD	60.00	\$	700.00	\$	42,000.00	60.00	\$	700.00	\$	42.000.00	- And a real of the second sec		/ unount	70	52.00	\$	36,400.00	87%
0	Crew Days - Division 2 - Sidewalk	CD	8.00	\$	700.00	\$	5,600.00	8.00	\$	700.00	\$	5,600.00			States and the		9.00	\$	6,300.00	113
0	Crew Days - Division 3 - NW Park	CD	4.00	\$	700.00	\$	2,800.00	4.00	\$	700.00	\$	2,800.00				and a start of	4.50	\$	3,150,00	113
0	Crew Days - Division 3 - NP Trails	CD	0.00	\$	700.00			20.00	\$	700.00	\$	14,000.00	6.00	\$	4,200.00	30%	11.00	\$	7,700.00	55%
0	Crew Days - Division 5	CD	0.00	S	700.00			0.00	\$	700.00	\$						0.00			
1	TOTAL CREW DAYS		72.00	\$	700.00	\$	50,400.00	92.00	\$	700.00	\$	64,400.00	6.00	\$	4,200.00	7%	76.50	\$	53,550.00	83%
2	Bonds, Insurance & Mobilization Pre-Construction Audio-Visual	LS	1.00	s		\$	105,000.00	1.00	- · ·	105,000.00	\$	105,000.00		-			1.00	\$	105,000.00	100
2	Temporary Traffic Control	LS LS	1.00	S S	995.00	\$ \$	995.00	1.00	\$	995.00	\$	995.00					1.00	\$	995.00	100
4	Soil Erosion Control Measures	LS	1.00	s	8.200.00	5	32,000.00	1.00	\$		\$	32,000.00					1.00	\$	32,000.00	100
5	Tree Fencing (As Needed)	LS	800.00	s	8,200.00	5	8,200.00	1.00	S S	8,200.00	\$	8,200.00		+			1.00	\$	8,200.00	100
6	Construction Fencing, Orange	LF	500.00	s	4.00	⇒ \$	2.000.00	0.00	S	4.00	\$	-		-			0.00	<u> </u>		
7	Tree, Rem, 8-inch to 18-inch	EA	9.00	s	600.00	\$ \$	5.400.00	9.00	S	4.00	\$	-					0.00	<u> </u>		
8	Tree, Rem, 19-inch to 36-inch	EA	6.00	s	1,400.00	\$	8,400.00	0.00	S	1,400.00	\$	5,400.00		+			9.00	\$	5,400.00	1009
9	Culv, Rem, Less Than 24-inch	LF	400.00	s	24.00	s S	9.600.00	405.50	S	24.00	\$	-					0.00			
10	Station Grading	STA	21.10	s	4,700.00	s	99,170.00	21.10	s	4,700.00	\$	9,732.00					405.50	\$	9,732.00	1009
11	Subgrade Undercut (As Needed)	CY	860.00	s	60.00	s	51,600.00	90.67	S	4,700.00	3 5	99,170.00 5,440.20					21.10	\$	99,170.00	1009
12	Curb and Gutter, Remove	LF	409.00	s	10.00	\$	4.090.00	486.50	s	10.00	5	4.865.00					90.67	\$	5,440.20	1009
13	Culv End Sect, Conc, 12-inch	EA	8.00	ŝ	2,640.00	\$	21.120.00	8.00	s	2.640.00	с С	21,120.00					486.50	\$	4,865.00	1009
14	Culv End Sect, Conc, 18-inch	EA	1.00	s		\$	3.035.00	1.00	s	3.035.00	\$	3.035.00		-			8.00	\$	21,120.00	1009
15	Culv, CIA, 12-inch	LF	22.00	s	76.00	\$	1.672.00	32.00	s	76.00	\$	2,432.00		-			32.00	\$	3,035.00 2,432.00	1009
16	Culv, CI E, 12-inch	LF	37.00	s	83.00	\$	3,071.00	37.00	s	83.00	\$	3.071.00		1			37.00	¢ ¢	3,071.00	100
17	Culv, CI F, 12-inch	LF	91.00	S	71.00	\$	6,461.00	51.00	s	71.00	\$	3.621.00		1			51.00	\$	3.621.00	100
18	Culv, CI F, 18-inch	LF	224.00	\$	84.00	\$	18,816.00	215.00	s	84.00	\$	18,060.00		1			215.00	\$	18.060.00	100
19	Pavement, Remove	SY	61.00	S	16.00	\$	976.00	95.00	s	16.00	s	1,520.00		1			95.00	\$	1.520.00	100
20	HMA Surface, Remove	SY	269.00	S	13.00	\$	3,497.00	430.79	s	13.00	\$	5,600.27		1			430.79	\$	5.600.27	100
21	Underdrain, 6-inch, Tr Wrap	LF	3366.00	s	17.00	\$	57,222.00	2726.00	S	17.00	\$	46,342.00		1			2726.00	*	46.342.00	100
22	Underdrain, 6-inch, Tr Wrap, Mod.	LF	862.00	s	16.00	\$	13,792.00	1489.00	s	16.00	\$	23,824.00					1489.00	\$	23.824.00	100
23	Underdrain, Outlet Ending, 6-inch	EA	4.00	\$	350.00	\$	1,400.00	4.00	S	350.00	\$	1,400.00		1			4.00	\$	1,400.00	100
24	Dr Structure, 48-inch	EA	9.00	\$	2,200.00	\$	19,800.00	8.00	\$	2,200.00	\$	17,600.00					8.00	\$		100%
24	Dr Structure, 48-inch TOTAL THIS SHEET	EA	9.00	\$	2,200.00	\$ \$	19,800.00 480,517.00	8.00	\$	2,200.00	\$ \$	17,600.00 418,427.47		\$	-		8.00	\$ \$	_	17,600.00 418,427.47



Sheet 2 of 7

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

12 MILE ROAD PAVING - MEDINA TO CITY LIMIT PROJECT:

APPLICATION FOR FINAL PAYMENT
NOVI PROJECT NO.: 22-2302
ENG071

PAYMENT NO .:

FINAL

	SECTION 1.	1. COST OF COMPLETED WORK TO DATE																	
Item	DIVISION 1 - ROAD IMPROVEMENTS GL# 203-449.30-975.230	6, Cont'd		CONTRACT ITEMS (Original)				CONTR	RACT ITEMS				THIS PERIOD				TOTAL TO DATE		
No.	Description of Item	Unit	Quantity		Cost/Unit		Total Amt	Quantity	C	ost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	
25	Dr Structure, 24-inch	EA	3.00	s	1,540.00	\$	4,620.00	3.00	\$	1,540.00	\$	4.620.00		rindant	78	3.00	\$		%
26	Dr Structure Cover, Type K	EA	12.00	s	776.00	\$	9,312.00	11.00	s	776.00	S	8.536.00				11.00	\$	4,620.00	100%
27	Sewer, CIA, 12-inch, Tr Det B	LF	37.00	s	96.00	\$	3,552.00	0.00	s	96.00	-	0,000100				0.00	3	8,536.00	100%
28	Sewer, CIA, 12-inch, Tr Det C	LF	1478.00	s	75.00	\$	110,850.00	1504.00	s	75.00	\$	112,800,00				1504.00		110 000 00	
29	Agg Base, 6-inch, Limestone	SY	21.00	s	16.00	\$	336.00	0.00	S	16.00	-					0.00	13	112,800.00	100%
30	Agg Base, 8-inch, Limestone	SY	8793.00	S	14.00	\$	123,102.00	0.00	S	14.00						0.00			
31	HMA Approach	TON	499.00	S	144.19	\$	71,950.81	578.04	\$	144.19	\$	83.347.59				578.04	¢	00.047.50	
	HMA, 4EML	TON	1698.00	S	111.75	\$	189,751.50	1778.85	S	111.75	s	198,786,49				1778.85		83,347.59	100%
33	HMA, 5EML	TON	680.00	\$	135.35	\$	92,038.00	650.44	S	135.35	\$	88.037.05				650.44		198,786.49	100%
34	Geogrid, TX5	SY	8775.00	\$	4.00	\$	35,100.00	9156.24	s	4.00	\$	36,624,96				9156.24	Ť	88,037.05 36,624.96	100%
	Curb and Gutter, Conc, Det 3	LF	4298.00	S	19.49	\$	83,768.02	4390.20	S	19.49	S	85,565.00				4390.20			100%
	Shoulder Gutter, Conc, Det 3	EA	2.00	\$	600.00	\$	1,200.00	2.00	s	600.00	\$	1,200,00				2.00	\$	85,565.00	100%
37	Hot Poured Rubber, Joint Sealing	LF	4275.00	s	2.00	\$	8,550.00	4233.00	S	2.00	\$	8,466.00				4233.00	- ×	1,200.00 8,466.00	100%
38	Pavt Mrkg, Spry Therm, 4", Yellow	LF	6402.00	S	0.42	\$	2,688.84	6456.00	S	0.42	\$	2.711.52				6456.00		2,711.52	100%
	Sign, R1-1, Complete	EA	2.00	s	400.00	\$	800.00	5.00	\$	400.00	\$	2,000.00				5.00	\$	2,711.52	100%
40	Sign, R2-1, Complete	EA	2.00	s	300.00	\$	600.00	3.00	S	300.00	\$	900.00				3.00	\$	2,000.00	100%
41	Sign, W1-1AL, Complete	EA	2.00	S	375.00	\$	750.00	2.00	S	375.00	\$	750.00				2.00	\$		100%
	Sign, W1-8L, Complete	EA	2.00	s	350.00	\$	700.00	2.00	S	350.00	\$	700.00				2.00	5	750.00	100%
	Rip-Rap, Plain	SY	27.00	S	65.00	\$	1,755.00	28.00	S	65.00	S	1.820.00				28.00	3	700.00	100%
	Gate Box, Adjust, Case 1	EA	1.00	S	880.00	\$	880.00	0.00	S	880.00						0.00		1,820.00	100%
	Hydrant, Relocate, Case 1	EA	3.00	S	7,200.00	\$	21,600.00	0.00	S T	7,200.00						0.00			
46	Restoration	LS	1.00	S	51,000.00	\$	51,000.00	1.00	\$ 51	1,000.00	\$	51.000.00				1.00	\$	54 000 00	10001
																1.00	9	51,000.00	100%
	TOTAL FROM THIS SHEET					\$	814,904.17				\$	687,864.61					\$	687,864.61	
	TOTAL FROM OTHER SHEET					\$	480,517.00				\$	418,427.47		5 -			\$	418,427.47	
	SUBTOTAL					\$	1,295,421.17				\$	1,106,292,08					¢		
											-	.,					\$	1,106,292.08	100%

Sheet 3 of 7



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

FINAL

CITY OF NOVI

PROJECT: 12 MILE ROAD PAVING - MEDINA TO CITY LIMIT NOVI PROJECT NO.: CIP NO.:

APPLICATION FOR FINAL PAYMENT JECT NO.: 22-2302 ENG071

PAYMENT NO .:

	SECTION 1.				COS	T OF		WORK TO	DATE									
Item	DIVISION 2 - SIDEWALK IMPROVEI GL# 203-449.30-975.230	MENTS		CONTRACT ITE	MS (Ori	iginal)		CON	TRACT ITEMS				THIS PERIOD		TOTAL TO DATE			
No.	Description of Item	Unit	Quantity	Cost/Unit		Total Amt	Quantity		Cost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	%
47	Bonds, Insurance & Mobilization	LS	1.00	\$ 8,400.	00 \$	8,400.00	1.00	\$	8,400.00	\$	8,400.00				1.00	\$	8,400.00	100%
48	Pre-Construction Audio-Visual	LS	1.00	\$ 332.	00 \$	332.00	1.00	\$	332.00	\$	332.00				1.00	s	332.00	100%
49	Temporary Traffic Control	LS	1.00	\$ 2,375.	00 \$	2,375.00	1.00	\$	2,375.00	\$	2.375.00				1.00	\$	2,375.00	100%
50	Soil Erosion Control Measures	LS	1.00	\$ 200.	00 \$	200.00	1.00	\$	200.00	\$	200.00				1.00	\$	200.00	100%
51	Tree Fencing (As Needed)	LF	200.00	\$ 4.	00 \$	800.00	0.00	\$	4.00	\$	-				0.00	s	200.00	100 /0
52	Tree, Rem, 8-inch to 18-inch	EA	4.00	\$ 600.	00 \$	2,400.00	6.00	\$	600.00	\$	3,600.00				6.00	s	3.600.00	100%
53	Tree, Rem, 19-inch to 36-inch	EA	3.00	\$ 1,400.	00 \$	4,200.00	4.00	\$	1,400.00	\$	5,600,00				4.00	\$	5.600.00	100%
54	Tree, Rem, 37-inch or Larger	EA	1.00	\$ 2,100.	00 \$	2,100.00	1.00	\$	2,100.00	\$	2,100.00				1.00	\$	2,100.00	100%
55	Pathway Grading	STA	8.10	\$ 1,800.	00 \$	14,580.00	8.10	\$	1,800.00	\$	14,580.00				8.10	\$	14,580.00	100%
56	Subgrade Undercut (As Needed)	CY	70.00	\$ 60.	00 \$	4,200.00	0.00	\$	60.00	\$	-				0.00	\$	-	100 /0
57	Agg Base, 6-inch, Limestone	SY	640.00	\$ 16.	00 \$	10,240.00	632.22	\$	16.00	\$	10,115.52				632.22	s	10,115.52	100%
58	Sidewalk, Conc, 4-inch	SF	3541.00	\$ 4.	95 \$	17,527.95	3459.00	\$	4.95	\$	17,122.05				3459.00		17,122.05	100%
59	Sidewalk, Conc, 6-inch	SF	150.00	\$ 10.	0 \$	1,500.00	205.20	\$	10.00	\$	2,052.00				205.20	·	2,052.00	100%
60	Curb Ramp, Conc, 4-inch	SF	1202.00	\$ 5.	50 \$	6,611.00	1158.00	\$	5.50	\$	6,369.00				1158.00	<u> </u>	6,369.00	100%
61	Curb Ramp, Conc, 6-inch	SF	51.00	\$ 10.0	0 \$	510.00	56.00	\$	10.00	\$	560.00				56.00	\$	560.00	100%
62	ADA Detectable Warning Plate	SF	10.00	\$ 300.0	0 \$	3,000.00	10.00	\$	300.00	\$	3,000.00				10.00	s	3,000.00	100%
63	Restoration	LS	1.00	\$ 8,500.0	0 \$	8,500.00	1.00	\$	8,500.00	\$	8,500.00				1.00	s	8,500.00	100%
																Ť	0,000100	100 /0
	TOTAL FROM THIS SHEET				\$	87,475.95				\$	84,905.57		\$ -			\$	84,905.57	
	TOTAL FROM OTHER SHEETS				\$	1,295,421.17				\$	1,106,292.08		\$ -			\$	1,106,292.08	
	SUBTOTAL				\$	1,382,897.12				\$	1,191,197.65		\$ -			\$	1,191,197.65	100%
																*	., 101, 101.00	10070

**CITY OF NOVI** 

Sheet 4 of 7

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

12 MILE ROAD PAVING - MEDINA TO CITY LIMIT PROJECT:

CIP NO .:

APPLICATION FOR FINAL PAYMENT NOVI PROJECT NO.: 22-2302 ENG071

PAYMENT NO .:

FINAL

	SECTION 1. COST OF COMPLETED WORK TO DATE																
Item	<u>DIVISION 3 - NORTHWEST PAI</u> <u>GL# 208-752.00-977.000</u>	<u>RK</u>		CONTRACT ITEMS (Original)				CON	ITRACT ITEMS	i (Revised)		THIS PERIOD			тс	DTAL TO DATE	
No.	Description of Item	Unit	Quantity		Cost/Unit	Total Amt	Quantity		Cost/Unit	Total Amt	Quantity	Amount	%	Quantity		Amount	%
64	Bonds, Insurance & Mobilization	LS	1.00	\$	4,200.00	\$ 4,200.00	1.00	\$	4,200.00	\$ 4,200.00				1.00	\$	4,200.00	100%
65	Temporary Traffic Control	LS	1.00	\$	1,582.00	\$ 1,582.00	1.00	\$	1,582.00	\$ 1,582.00				1.00	\$	1,582.00	100%
66	Soil Erosion Control Measures	LS	1.00	\$	1,150.00	\$ 1,150.00	1.00	\$	1,150.00	\$ 1,150.00				1.00	\$	1,150.00	100%
67	Clearing	AC	0.20	\$	11,000.00	\$ 2,200.00	0.46	\$	11,000.00	\$ 5,060.00				0.46	\$	5,060.00	100%
68	Excavation, Earth	CY	425.00	\$	20.00	\$ 8,500.00	125.13	\$	20.00	\$ 2,502.60				125.13	\$	2,502.60	100%
69	Subbase, CIP	CY	300.00	\$	29.00	\$ 8,700.00	0.00	\$	29.00	\$ -				0.00	s	2,502.00	100 %
70	Geogrid TX5	SY	865.00	\$	4.00	\$ 3,460.00	750.79	\$	4.00	\$ 3.003.16				750.79	<u> </u>	3,003.16	100%
71	Agg Surface Course, 6-inch	SY	865.00	\$	10.00	\$ 8,650.00	750.79	\$	10.00	\$ 7,507.90				750.79	\$	7,507.90	100%
72	Sign, R7-8, Complete	EA	2.00	\$	300.00	\$ 600.00	2.00	\$		\$ 600.00				2.00	\$	600.00	100%
73	Conc Parking Block, 8-foot long	EA	15.00	\$	250.00	\$ 3,750.00	16.00	\$		\$ 4,000.00				16.00	\$	4,000.00	100%
74	Restoration	LS	1.00	\$	8,500.00	\$ 8,500.00	1.00	\$		\$ 8.500.00				1.00	\$	8,500.00	100%
								<u> </u>						1.00	<b>P</b>	8,500.00	100%
								-									
	TOTAL FROM THIS SHEET					£ 51,000,000											
	TOTAL FROM OTHER SHEETS					\$ 51,292.00 \$ 1,282,807,12				\$ 38,105.66		\$ -			\$	38,105.66	
	SUBTOTAL					\$ 1,382,897.12				\$ 1,191,197.65		\$ -			\$	1,191,197.65	
	SUBTOTAL					\$ 1,434,189.12				\$ 1,229,303.31		\$ -			\$	1,229,303.31	100%

Sheet 5 of 7



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

**CITY OF NOVI** 

PROJECT: 12 MILE ROAD PAVING - MEDINA TO CITY LIMIT

CIP NO .:

APPLICATION FOR FINAL PAYMENT NOVI PROJECT NO.: 22-2302 ENG071

PAYMENT NO .:

FINAL

NEW CONTRACT ITEMS

	SECTION 1.						COST	OF COMPLETE	WORK T	D DA	TE					
ltem						NEW CO	ITRACT	ITEMS		т	HIS PERIOD				TOTAL TO DATE	
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/L	Init	Total Amt	Quantity		Amount	%	Quantity		Amount	%
75	Spillway, Concrete	LF	1	GL# 203-449.30-975.230	8.00	\$ 1	00.00	\$ 800.00					8.00	\$	800.00	100%
76	Coring Drainage Structure	EA	1	GL# 203-449.30-975.230	11.00	\$ 6	57.00	7,337.00					11.00	\$	7,337.00	100%
77	Tree, Rem, 8-inch to 18-inch	EA	3	GL#208-752.00-977.000	3.00	\$ 6	00.00	1,800.00					3.00	\$	1,800.00	100%
78	Tree, Rem, 19-inch to 36-inch	EA	3	GL#208-752.00-977.000	4.00	\$ 1,4	00.00	5,600.00					4.00	\$	5,600.00	100%
79	Clearing	AC	2	GL# 203-449.30-975.230	0.11	\$ 11,0	00.00	1,210.00					0.11	\$	1,210.00	100%
80	Agg Base, 8-inch, Crushed Concrete	SY	1	GL# 203-449.30-975.230	9156.24	\$	2.50	5 114,453.00					9156.24	\$	114,453.00	100%
81	Hydrant Adjust	EA	1	GL# 203-203.00-865.230	3.00	\$ 93	33.00 \$	2,799.00					3.00	\$	2,799.00	100%
82	Adjusting structure	EA	1	GL# 203-203.00-865.230	2.00	\$ 72	4.00	1,448.00					2.00	ŝ	1,448.00	100%
83	Bonds, Insurance & Mobilization (10% Max), NP Trails	LS	3	GL#208-752-00-977.000	1.00	\$ 25,00	00.00	25,000.00					1.00	\$	25,000,00	100%
84	Pre-Construction Audio-Visual NP Trails Soil Erosion Control Measures NP	LS	3	GL#208-752-00-977.000	0.00	\$ 1,50	0.00	-					0.00	\$	-	
85	Trails	LS	3	GL#208-752-00-977.000	1.00	\$ 6,00	0.00	6,000.00					1.00	\$	6,000.00	100%
86	Clearing and Grubbing NP Trails	AC	3	GL#208-752-00-977.000	2.00	\$ 22,00	0.00 \$	44,000.00					2.00	\$	44,000.00	100%
87	Tree, Rem, 6 inch to 18 inch NP Trails	EA	3	GL#208-752-00-977.000	18.00	\$ 25	0.00 \$	4,500.00	10.00	\$	2,500.00	56%	18.00	\$	4,500.00	100%
88	Shared Use Path Grading (6' Wide) Geotextile, Separator (6' Wid) NP	STA	3	GL#208-752-00-977.000	39.60	\$ 1,66	0.00 \$	65,736.00	10.60	\$	17,596.00	27%	39.60	\$	65,736.00	100%
89	Trails	SY	3	GL#208-752-00-977.000	2085.00	\$	4.00 \$	8,340.00	522.00	\$	2,088.00	25%	2085.00	\$	8,340.00	100%
90	Aggregate Base, 6 inch 22X (6' Wide) N	SY	3	GL#208-752-00-977.000	2085.00	\$ 2	9.00 \$	60,465.00	522.00	\$	15,138.00	25%	2085.00	\$	60,465.00	100%
91	Playground Area Grading Only NP Trails	SF	3	GL#208-752-00-977.000	2800.00	\$	3.75 \$	10,500.00					2800.00	\$	10,500.00	100%
92	Restoration NP Trails	LS	3	GL#208-752-00-977.000	1.00	\$ 16,80	0.00 \$	16,800.00	1.00	\$	16,800.00	100%	1.00	\$	16,800.00	100%
93			0	0	0.00	\$	- \$	-					0.00	\$	-	
94			0	0	0.00	\$	- \$	-					0.00	\$	-	
95			0	0	0.00	\$	- \$	-					0.00	\$	-	
96			0	0	0.00	\$	- \$	-					0.00	\$	-	
97			0	0	0.00	\$	- \$	-					0.00	\$	-	
98			0	0	0.00	\$	- \$	-					0.00	\$	-	
99			0	0	0.00	\$	- \$	-					0.00	\$	-	
100			0	0	0.00	\$	- \$	-					0.00	\$	-	
101			0	0	0.00	\$	- \$	-					0.00	s	-	
102			0	0	0.00	\$	- \$	-						\$	-	
	TOTAL FROM THIS SHEET						\$	376,788.00		\$	54,122.00			\$	376,788.00	
	TOTAL FROM OTHER SHEETS			\$ 1,434,189.12			\$	1,229,303.31		\$	-			\$	1,229,303.31	
	GRAND TOTAL			\$ 1,434,189.12			\$	1,606,091.31		\$	54,122.00			\$	1,606,091.31	100%
							•			Ŧ	,			Ψ	1,000,031.31	100 %



Section 2.

**CITY OF NOVI** 

Sheet 6 of 7

PURCHASE ORDER NO. 97123 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

				<b>DN FOR FIN</b>	AL PAYMENT			
PROJECT:	12 MILE ROAD PAVING - MEDINA TO CITY LIMIT	NOVI PRO CIP NO.:		2-2302 NG071		PAYMEN	Г NO.:	FINAL
Original Conti	ract Amount:	\$	1,434,189.12		CHANGE O	RDERS		
Change Order	s:	\$	171,902.19	<u>No.</u> 1	Date September 1, 2022		<u>Amount</u>	
Adjusted Con	tract Amount to Date:	\$	1,606,091.31	3	October 10, 2022	\$ \$	8,804.00 (3,809.50)	
Total Cost of V	Work Performed to Date:	\$	1,606,091.31	5 4 5	October 28, 2022 December 21, 2022 June 30, 2023	\$	(17,353.00) (56,996.31)	
MINUS Retain MINUS Inspec	age: tion "Crew Days": To Date This Pay	0% \$ 76.50 \$ 6.00	-	6 7 8	August 18, 2023 September 29,2023	\$ \$ \$	(84.00) 240,341.00 1,000.00	
Net Amt. Earned	d of Contract and Extra Work to Date:	\$	1,606,091.31	8 9 10				
MINUS L.D.'s:	# of days over = \$ amount/day = \$1,500	\$	-	10				
Subtotal:	,	\$	1,606,091.31					
ADD Incentive	"Crew Days", if under:	\$	4,550.00		ΤΟΤΑ	L: \$	171,902.19	
Subtotal:		\$	1,610,641.31					
	nt of Previous Payments: 1 \$ 570,326.24 2 \$ 640,891.64 3 \$ 76,824.71	\$	1,511,842.03					
	4 \$ 8,470.20				Inspection "Crew Days" Allo Additional "Crew Days" per		72.00	
	5 \$ 215,329.24				Total Inspection "Crew Days		92.00	
-	6				Inspection "Crew Days" Use	d to Date:	76.50	
, ,	3				Inspection "Crew Days" Ren	naining:	15.50	
ç	9							
10								
BAL ANCE	DUE THIS PAYMENT:	\$	98,799.28					

Sheet 7 of 7



#### **CITY OF NOVI**

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

	Tel: (2
	Fax: (2-
APPLICATION FOR FINAL PAYMENT	
AFFLICATION FOR FINAL PATMENT	

PROJECT: 12 MILE ROAD PAVING - MEDINA TO CITY LIMIT

Section 3.

NOVI PROJECT NO.: CIP NO.:

22-2302 ENG071

PAYMENT NO .:

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.

Andrew Smith

Springline Excavating, LLC CONTRACTOR - Electronic Signature Certification

Digitally signed by Heather Heather Gendron Gendron Date: 2023.10.18 15:45:53-04'00'

Spalding DeDecker CONSULTANT - Electronic Signature Certification Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI 23 aron J. Staup, Construction Engineer Electronic Signature Certification

FINAL

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.

CILY OF NOVI cityofnov.org		WORK CHANGE	PURCHASE	ORDER NO.		DER No.	NOVI NO.:	
				123			CIP NO.:	ENG071
Project:		ROAD PAVING - MEDINA TO CI	_					
Owner: Contractor:	Novi, Mic (248) 73	ee BeGole Dr. chigan 48375 5-5632 ne Excavating, LLC	]	Engineer: This document h	Spalding DeDeck 905 South Bouley Rochester, Michi (248) 844-5400 ereby renders chan	vard East gan 48037	hanges in the Contract	
	32945 Fo Farming (313) 49	olsom Road ton Hills, Michigan 48336 1-6688		balancing individ	es in the Contract Pr dual Contract line ite r, Owner, and Engin	ms through a sign	ducting and/or ned authorization of the	
Drafted Date:		September 29, 2023	]					
Reasoning:	Balancing							
			EXISTI	NG CONTRAC	TITEMS			t Price
<u>item No.</u> 0 0 0 0	Division 1 2 3 4 5	Item Description "Crew Days" - Road "Crew Days" - Sidewalk "Crew Days" - Northwest Park "Crew Days" - "Crew Days" -		Unit CD CD CD CD CD	Unit Price \$700.00 \$700.00 \$700.00 \$700.00 \$700.00			
				Page 1 of 2		Subtotals Total	\$0.00	\$0.00 <b>\$0.00</b>

		NEV	CONTRACT	TEMS		i farm for generale and south the Cli-Cliptic Dig 4 the spece			
Item No.	Division		Unit	Unit Price	Quantity	Contrac Add	t Price Deduct		
	3	Pre-Construction Audio-Visual NP Trails		\$1,500.00		100	\$1,500.00		
<u>84</u> 87	3	Tree, Rem, 6 inch to 18 inch NP Trails	LS EA	\$1,500.00	1 10	\$2,500.00	\$1,500.00		
					6				
L		L			Subtotals	\$2,500.00	\$1,500.00		
				1	Total		\$1,000.00		
Increase/Decre							\$1,000.00 \$1,434,189.12		
Original Contra Sum of Previou	s Approv	ed Change Orders					\$170,902.19		
<b>Revised Contra</b>	ct Amour	nt					\$1,606,091.31		
THE	CHANGES	SADDRESSED BY THIS CHANGE ORDER HEREE	BY ADJUSTS TH	E CONTRACT TIM	E BY:				
<u>×</u>		-							
		Andrew Sma	th.						
Ace	cepted By:								
			Sprin	gline Excavating, LLC					
		_							
	Prenared By: Description Bacter 2023.11.29 17:16:33-05'00'								
Pre	epared By:			parting Depecker					
			s	paraling Depecker					
			Anne	XA.	2				
Bas	iowed D		XIII	Palet	/1 -	.30 - 23			
Rev	viewed By:		Aaron J. St	aup, Construction Engine		-			
			× \	/ '					
App	proved By:								
	Tracey Marzonie, Purchasing Manager								
			Page 2 of 2						

# CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCIMENT G707

OWNER	
ARCHITECT	
CONTRACTOR	
SURETY	
OTHER	

#### Bond: 800141814

TO (OWNER) (Name and Address) ARCHITECT'S PROJECT NO:

City of Novi 45175 Ten Mile Road Novi, MI 48375

#### CONTRACT FOR:

CONTRACT DATE: / /

PROJECT: (Name and Address) 12 Mile Road Paving - Medina to City Limit

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

Atlantic Specialty Insurance Company 605 Highway 169 North Plymouth, MN 55441

, SURETY COMPANY,

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

SPRINGLINE EXCAVATING, LLC 32945 Folsom Rd. Farmington Hills, MI 48336

, CONTRACTOR,

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

City of Novi 45175 Ten Mile Road Novi, MI 48375

, OWNER,

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this October 20, 2023

Attest: Seal

Atlantic Specialty Insurance Company Surety Company

Signature of Authorized Representative Gus E. Zervos, Attorney-in-Fact

AIA DOCUMENT G707 \* CONSENT OF SURETY COMPANY TO FINAL PAYMENT 1994 EDITION AIA ® © THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW ONE PAGE



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Donald W. Burden, David C. Lange, Angelo G. Zervos, Gus E. Zervos, Michael G. Zervos, Stephen M. Zervos**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

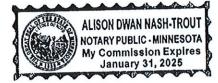
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

By

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force. Signed and sealed. Dated 20th day of October , 2023

This Power of Attorney expires January 31, 2025



untobar

Kara Barrow, Secretary

intact	surety
INSURANCE IN	

#### CHANGE RIDER

Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441 as Surety on behalf of Sprin.         Principal in favor of City of Novi         reference to 12 Mile Road Paving - Medina to City Limit         11th of August , 2022         .         It is hereby understood and agreed that the following item is amended:         The Maintenance Bond Amount has Increased to:         \$1,606,091.31         from         \$1,484,589.12         Signed, sealed and dated this 20th day of October , 2023	gline Excavating LLC
reference to 12 Mile Road Paving - Medina to City Limit <u>11th</u> of August , 2022 It is hereby understood and agreed that the following item is amended: The Maintenance Bond Amount has Increased to: \$1,606,091.31 from \$1,484,589.12	, a
11thof August2022It is hereby understood and agreed that the following item is amended: The Maintenance Bond Amount has Increased to:\$1,606,091.31from\$1,484,589.12	
It is hereby understood and agreed that the following item is amended: The Maintenance Bond Amount has Increased to: \$1,606,091.31 from \$1,484,589.12	effective the
The Maintenance Bond Amount has Increased to: \$1,606,091.31 from \$1,484,589.12	
from \$1,484,589.12	
\$1,484,589.12	
Signed, sealed and dated this <u>20th</u> day of <u>October</u> , <u>2023</u>	
Signed, sealed and dated this 20th day of October, 2023	
Signed, sealed and dated this 20th day of October , 2023	
Signed, sealed and dated this 20th day of October , 2023	
Springling Exceptions 11	C
Springline Excavating LL Principal	0
BY:	
Witness Name:	Title:
Atlantic Specialty Insurance Cor	many de alle Colle
1. 27	C. C. C. C. C. C. C.
Courtney Saundert BY: Suot-Ju	ou l'
Witness Courtney Saunders Attorney-In-Fact Gus E. Z	ervos
	- 영상의 - 양관
	Second Contract



## **Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Donald W. Burden, David C. Lange, Angelo G. Zervos, Gus E. Zervos, Michael G. Zervos, Stephen M. Zervos**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

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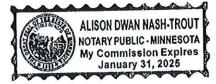
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Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

By

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force. Signed and sealed. Dated 20th \_\_\_\_\_\_ day of \_\_\_\_\_\_ October \_\_\_\_\_, 2023

This Power of Attorney expires January 31, 2025



untobar

Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

#### SWORN STATEMENT

STATE OF MICHIGAN )

Date From \_\_\_\_\_\_11/30/2023

COUNTY OF OAKLAND )

Application No. FINAL

Shawn Rodriguez , being duly sworn, deposes and says:

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

#### 12 Mile Pathway

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

	Type of	Total	Amount	Amount	Balance to
Name of subcontractor,	improvement	contract	already	currently	complete
supplier, or laborer	furnished	price	paid	owing	(optional)
Ashley Trucking Inc	Trucking	9,205.00	9,205.00	-	
Alexa Trucking	Trucking	12,995.00	12,995.00	-	
Cadillac Asphalt	Subcontractor	400,171.13	400,171.13	-	
Core & Main LP	Job Materials	120,692.82	120,692.82	-	
Cutting Edge Concrete Cutting	Subcontractor	633.80	633.80	-	
Etna Supply Company	Job Materials	6,180.86	6,180.86	-	
Finishing Touch Photo	Subcontractor	995.00	995.00		
Ground Control Property.	Trucking	6,375.00	6,375.00	-	
Dani's Aggregate	Job Materials	20,556.47	20,556.47	-	
Dani's Transport	Trucking	25,843.41	25,843.41	-	
Detroit Bulk Storage	Job Materials	19,027.64	19,027.64	-	
Cournaya's Landscaping	Subcontractor	135,000.00	135,000.00	-	
Goretski's Construction	Subcontractor	121,868.05	121,868.05	-	
Iron Horse	Job Materials	18,543.80	18,543.80		
Novi Crunched Concrete, LLC	Job Materials	37,595.61	37,595.61	-	
Mary Ellen's Transport	Trucking	900.00	900.00	-	
Messina Trucking	Trucking and materials	5,535.28	5,535.28	-	
Poco Inc	Subcontractor	11,450.00	11,450.00	-	
PK Contracting	Subcontractor	2,685.70	2,685.70	-	
RD Shelby Trucking	Trucking	30,000.00	30,000.00		
Scodeller Construction Inc	Subcontractor	8,796.68	8,796.68	-	
FMG Concrete Cutting	Subcontractor	6,060.00	6,060.00	-	
Site Solutions	Subcontractor	30,540.97	30,540.97	-	
Stoneco of Michigan	Job Materials	2,631.17	2,631.17	-	
Owen Tree Service	Subcontractor	27,580.00	27,580.00	-	
All labor, wages, fringes, tax	es and withholdings are paid	in full as per the	e contract.		
TOTALS		1,061,863.39		-	0.00

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontrated with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. Deponent further says that he or she makes the foregoing statement as the ongoing statement as the (contractor) (subcontractor) or as <u>office mngr</u> of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the abvoe-described premises and his or her agents that the above-described premises and his or her agents that the above-described premises and his or her agents that the above descriped property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

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

Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

to before me this ublic Oakland My commission expires:

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Trucking	
		· · · · · · · · · · · · · · · · · · ·
For the improvement to the	ne property described as	
	22-26 12 Mile Pathway	

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

	Ashley Trucking Inc.
(sign here →)	By: Famile Guir

Name & Title: Pamela Lewis President

Address: <u>PO Box 701734</u> <u>Plymouth, MI 48170</u> Telephone:\_734-216-3057

Date signed: 12-1-2023

My/our contract with	SPRIN GLINE EXCA VAING	
To provide	Trucking	
-		
For the improvement to the	e property described as	
	22-26 12 Mile Pathway	

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

		<u>Alexa Trucking</u>	LLC	
(sign here →)	By:	Exiberto	Lópe2	GUZMON
Name &	Title:	Eriberto	Lope2	Guzman

Address: <u>13720 Flanders St.</u> <u>Southgate, MI 48195</u> Telephone: (313) 205\_7172

Date signed: 10/27 123

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Asphalt subcontractor	
For the improvement to the	e property described as	
22-	26 Novi 12 Mile Pathway	

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

Cadillac Asphalt

(Sign here→)

By: Michael Nardone or delaw Auratic

Title: Project Manager

Address: <u>1785 Rawsonville Rd</u> <u>Belleville, MI 48111</u> Telephone: 734-796-6732

Date signed: 10/19/2023

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Job Materials	
For the improvement to the		
	22-26 12 Mile Pathway	

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

	Co	Core & Main LP		
(sign here ➔)	By:	Som Mikeague		

Name & Title: Samantha McKeague Credit Associate

Address: PO Box 28330 <u>St. Louis, MO 63146</u> Telephone: (314) 432-4700

Date signed: November 30, 2023

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Saw Cutting	
T d i d d		
For the improvement to the	e property described as	
	22-26 12 Mile Pathway	

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

1	dutting Edge Concrete Cutting
(sign here →) By:	
Name & Title:	Jason Schulz/ President

Address:	1460 Rossdale		
	Waterford, MI 48328		
Telephone:	(734) 897-0114		

•

Date signed: 12/2/23

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Job Materials	
For the improvement to the	he property described as	

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

Etna Supply Company
(sign here →) By: <u>Mada Mudeutel</u>
Name & Title: Vanda Vanderstel
Controller
Address: <u>Agol Claufful SW</u>
Telephone: $U110-5141-5236$

Date signed: 1130 2

22211

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Videoing	
For the improvement to the	he property described as	
	22-26 12 Mile Pathway	

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

	Finishing Touch Photo & Video		
(sign here →)	By: Cynthia Hurley	Digitally signed by Cynthia Hurley Date: 2023.12.02 12:40:35 -05'00'	

Name & Title: Cynthia Hurley, President

Address:25095 25 Mile Road <u>Chesterfield, MI 48051</u> Telephone: (586) 749 - 3340

Date signed: 12/2/23

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Trucking	
For the improvement to t	he property described as	
	22-26 12 Mile Pathway	

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

	Ground Control Property Services
(sign here <b>→</b> )	Benedic
Name &	Title: Douglas Nichou (President)

Address:	22100 Huron Township Ct	_
	New Boston, MI 48164	· · · · ·
Telephone:	(313)727-9710	

Date signed:  $\frac{2}{04/20} 23$ .

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Job Materials	
For the improvement to the	e property described as	
-	22-26 12 Mile Pathway	

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

	Dani's Aggregate
(sign here →)	By: John K
Name &	Title: Jalyn Sur dan / Agg Mamin
A	Address: 5700 Ready Road

 South Rockwood, MI 48179

 Telephone:
 734-379-9100

Date signed: <u>// 36-23</u>

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My/our contract with	SPRINGLINE EXCAVATING	
To provide	Trucking	
For the improvement to the	ne property described as	
	22-26 12 Mile Pathway	

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

I	Dani's Transport	
(sign here →) By:	Jamie L. Lindlag	
Name & Title:	JAMIE L. LINDLEY / DARKE MI	Arraben

Address:	5700 Ready Road	
	South Rockwood, MI 48179	
Telephone:	(754) 379-9100	

Date signed: 1(30)

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My/our contract with	SPRINGLINE EXCAVATING	
To provide	Job Materials	
For the improvement to	the property described as	
	2-26 Novi 12 Mile Pathway	

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

Detroit Bulk Storage Inc.	
(Sign here→) By:	2
Title: CALCE May	
TAMMY YAEK-RY	ALL
Address: PO Box 600	
Marine City, MI 48039	
Telephone: 5(384)74/0	
56061561	

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

Date signed:

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Excavating subcontractor	
For the improvement to at		
For the improvement to the	ie property described as	

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

22-26 Novi 12 Mile Pathway

Gournaya's Landscaping
(Sign here→) By:
Title: Owner
TUSTIN COURNAYA
Address: 5465 Maple Valley Road
Brown City, MI 48416           Telephone:         310726 (2600)

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and the second second

Date signed: 10-20-2023

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

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My/our contract with	SPRINGLINE EXCAVATING	
To provide	Concrete subcontractor	
For the improvement to the		
22-	26 Novi 12 Mile Pathway	

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

	Goretski's Construction Co.
(Sign here→)	By: Manzam Hamilton
	Title: Office Manager
	MARY ANN HAMILTON
	Address: 4850 South Hill Road
	Milford, MI 48381
T	elephone: 248-685-1404

Date signed: 10-19-2023

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Job Materials	
For the improvement to the		
	22-26 12 Mile Pathway	

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

Iron Horse
(sign here ->) By Kallun Marcuta
Name & Title: Math/con Marcuso Office Manager
Address: <u>7350 RUSKton RA</u> <u>Brighton, Mi 48/16</u> Telephone: <u>5/7-715-3336</u>

SHEMMAN

Date signed: <u>d'2.24</u>

STRATE AND A CONTRACT OF A

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Trucking	
-		
For the improvement to the	e property described as	
-	22-26 12 Mile Pathway	

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

		Novi Crus	hed Cor	ncrete, I	LC	
(sign here ➔)	By:	D	0	G	l_	Q
Name &	Title:	Daniel	lopelo	und	Agen	_F_

Address:	46900 W. 12 Mile Road	
	Novi, MI 48377	
Telephone:	248 305 6020	

Date signed: 12/10/2023

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

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My/our contract with	SPRINGLINE EXCAVATING	
To provide	Trucking	
For the improvement to the	ne property described as	
	22-26 Novi 12 Mile Pathway	

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

Mary Ellen's Transport, LLC	
(sign here →) By: Shawn Roduigung	
Title: <u>president</u> SHAWN RODRIGUEZ	
Address: 32945 folsom Rd.	
Farmington Hills MI 4833 Telephone: 313-491.468	Þ

Date signed: 10 25 23

My/our contract with	SPRINGLINE EXCAVATING	
To provide Trucking & Materials		
For the improvement to the	ne property described as	
-	22-26 12 Mile Pathway	

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

	Messina Trucking Inc.
	Alecia Juetzwienie
Name & Tit	11e: Alecia Niedzwiecki
	Office Manager
Add	Iress: <u>6386 Auburn Road</u> Utica, MI 48317
, Teleph	10ne: 5912 731 0150
Date signed: 11 30 23	

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Barricade subcontractor	
For the improvement to the	e property described as	
22-	26 Novi 12 Mile Pathway	

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

		Poco Inc.
(Sign here→)	By:	Muny & Towelf
	Title:	VILE PRESIDENT

Address:	4850 S. Sheldon	
	Canton, MI 48188	
Telephone:	7343971677	

Date signed: 10/26/23

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My/our contract with	SPRINGLINE EXCAVATING	
To provide	Striping subcontractor	
_		

For the improvement to the property described as \_\_\_\_\_\_ 22-26 Novi 12 Mile Pathway

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

PK Contracting (Sign here →) By:

Title: Holly Haines, agent

Address: <u>1965 Barrett Drive</u> <u>Troy, MI 48084</u> Telephone: <u>248-362-2130 x107</u>

Date signed: \_10/25/23\_

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6000 (16) (16)

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#### FULL UNCONDITIONAL WAIVER

My/our contract with	SPRINGLINE EXCAV	ATING
To provide	Trucking	
For the improvement to the		
i	22-26 12 Mile Pathway	

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

	RD	Shelby Trucking Company
	(sign here →) By:	of June
Ę.	Name & Title:	Julie Teeter, President
	Address:18	30 North Oaks
		Ailford, MI 48381
	Telephone: 2	48-867-5497
	-	
Date signed:12-21-23_	i	

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

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248 957-8757

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Subcontractor	
For the improvement to the	ne property described as	
-	22-26 12 Mile Pathway	

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

Scodeller Construction Inc.
(sign here →) By:
Name & Title: Jeff Lippert / Div. Mgr.
Address: 51722 Grand River Ave
Wixom, MI 48393           Telephone:         Q48-374-1102
Date signed: $11/30/23$

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Saw Cutting	
·		
For the improvement to the	ne property described as	
•	22-26 12 Mile Pathway	

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

	FMG Concrete Cutting		
(sign here ➔)	By:	Terri	Digitally signed by Terri Sutfin
Name &	Title:	Sutfin	Date: 2023.11.30 10:38:45 -05'00'

Address: <u>3515 S. Old US 23</u> Brighton, MI 48114 Telephone: (810) 227 - 3650

Date signed: 11/30/23

My/our contract with	SPRINGLINE EXCAVATING		
To provide	Landscaping subcontractor		
For the immersion			
For the improvement to the	te property described as	67 	(AC.2
22-	26 Novi 12 Mile Pathway		

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

(Sign herc→)

Site Solution By: Title: BRADLEY HOLMES

Address: <u>4337 E. Grand River Avc Ste 234</u> <u>Howell: Mi 48843</u> Telephone: <u>XIO 075 0555</u>

Date signed:



My/our contract with	SPRINGLINE EXCAVATING	
To provide	Job Materials	
For the improvement to the	e property described as	
·····	22-26 12 Mile Pathway	

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

Stone	eco of Michigan
(sign here →) By:	Lisaffaisall
Name & Title: <u> </u>	isa PEARCALL / Credita Collections
	Box 74008284
Telephone:	icago, IL 60674-8284 734-899-8-217

734-299-

Date signed: 11/30/23

My/our contract with	SPRINGLINE EXCAVATING	
To provide	Tree Removal subcontractor	
For the improvement to the	e property described as	
	26 Novi 12 Mile Pathway	

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

	Owen Tree Service
(Sign here→) By:	Rad JOur
Title:	frestdent
	RANDY OWEN
Addre	ss: 225 N. Lake George Road
	Attica, MI 48412
Telephor	ne:

Date signed: 11 8 23