CITY OF NOVI CITY COUNCIL MARCH 14, 2022



SUBJECT: Consideration of approval of the final payments to Pipeline Management Company for the 2020 and 2021 Sanitary Pipe and Manhole Rehabilitation Programs in the amount of \$27,284.22 and \$129,530.03, respectively, plus interest

earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 0.00 – 2020 San Pipe & Manhole Rehab Expense \$ 27,284.22 – 2020 San Pipe & Manhole Rehab Retainage \$ 62,396.70 – 2021 San Pipe & Manhole Rehab Expense \$ 67,133.33 – 2021 San Pipe & Manhole Rehab Retainage \$156,814.25 - Total
AMOUNT BUDGETED	\$ 470,038
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-592.00-976.077 – 2020 & 2021 Programs

BACKGROUND INFORMATION:

Upon completion of the Water & Sewer Division's five-year inspection program of all its sanitary assets, the City of Novi received a grant in the amount of \$1,104,646 from the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) to rehabilitate areas identified as having defects.

OHM-Advisors reviewed the results of the inspection program to develop a list of locations and the repair techniques necessary to rehabilitate the pipes and manholes. The rehabilitation of the sanitary sewer infrastructure is based on factors such as severity and criticality of the defects. The repairs were completed utilizing methods such as grouting, pipe and manhole liners, replacement, and other rehabilitation methods. The distinct areas of pipe and manholes addressed in Phase 1 can be seen by the first attached map – "Sanitary Sewer Project Phase 1: Rehab Method".

Staff originally planned for Phase 2 in the future out years of the Capital Improvement Plan, but in order to capitalize on the lower existing unit prices, staff recommended and City

Council approved Change Order No. 4 in the amount of \$985,120 on March 8, 2021. The same type of work and methods were used in Phase 2 as the first phase, but in different locations throughout the City (as seen by the attached second map titled "... Overall Map" designated by red boxes).

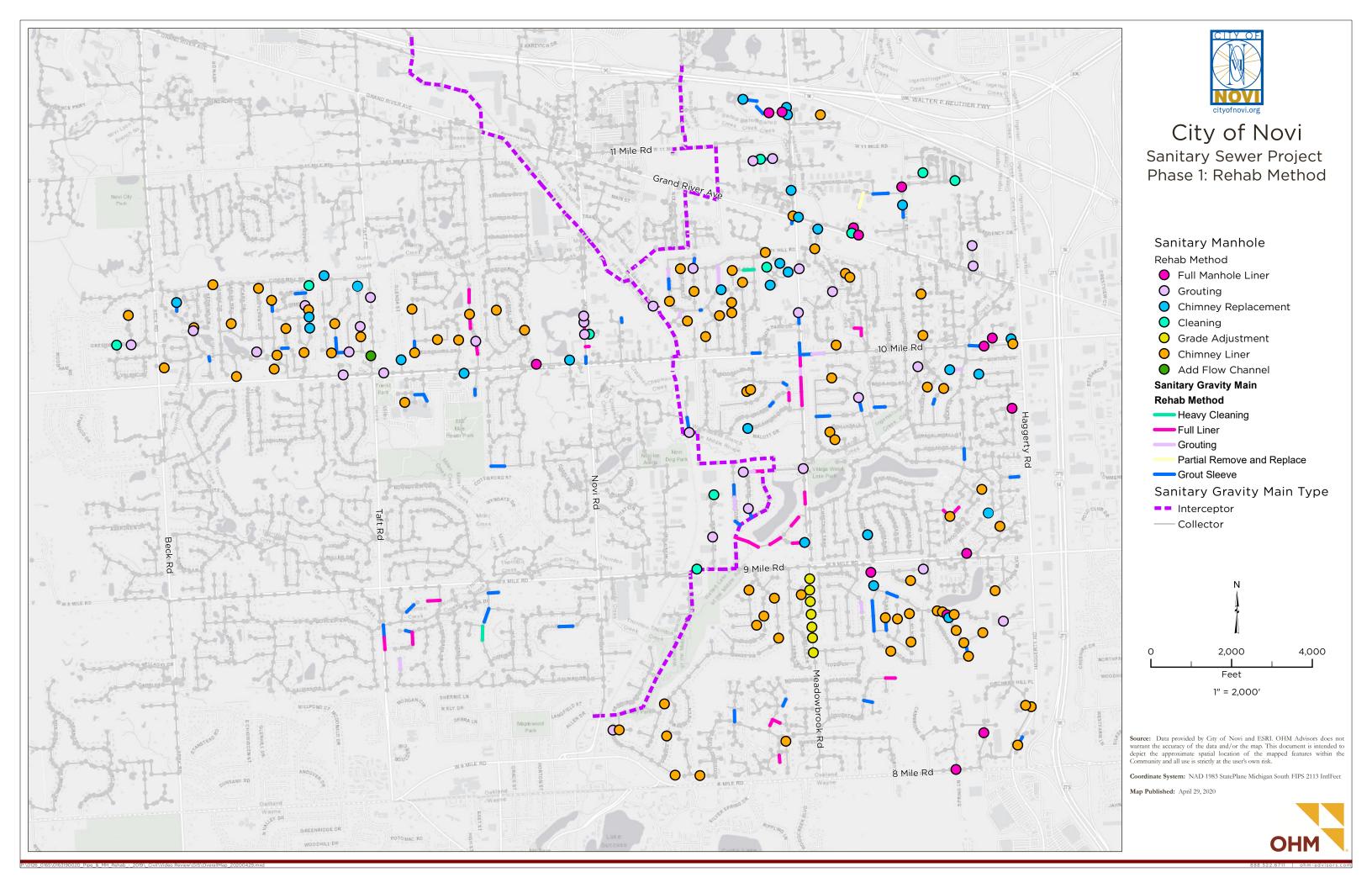
Upon balancing of the unit items and prices within the Phase 1 and Phase 2 programs, the City was able to realize a balance of approximately \$270K. Therefore, City Staff and City Council approved Change Order No. 2 to the Phase 2 contract in the amount of \$265,910 on July 26, 2021.

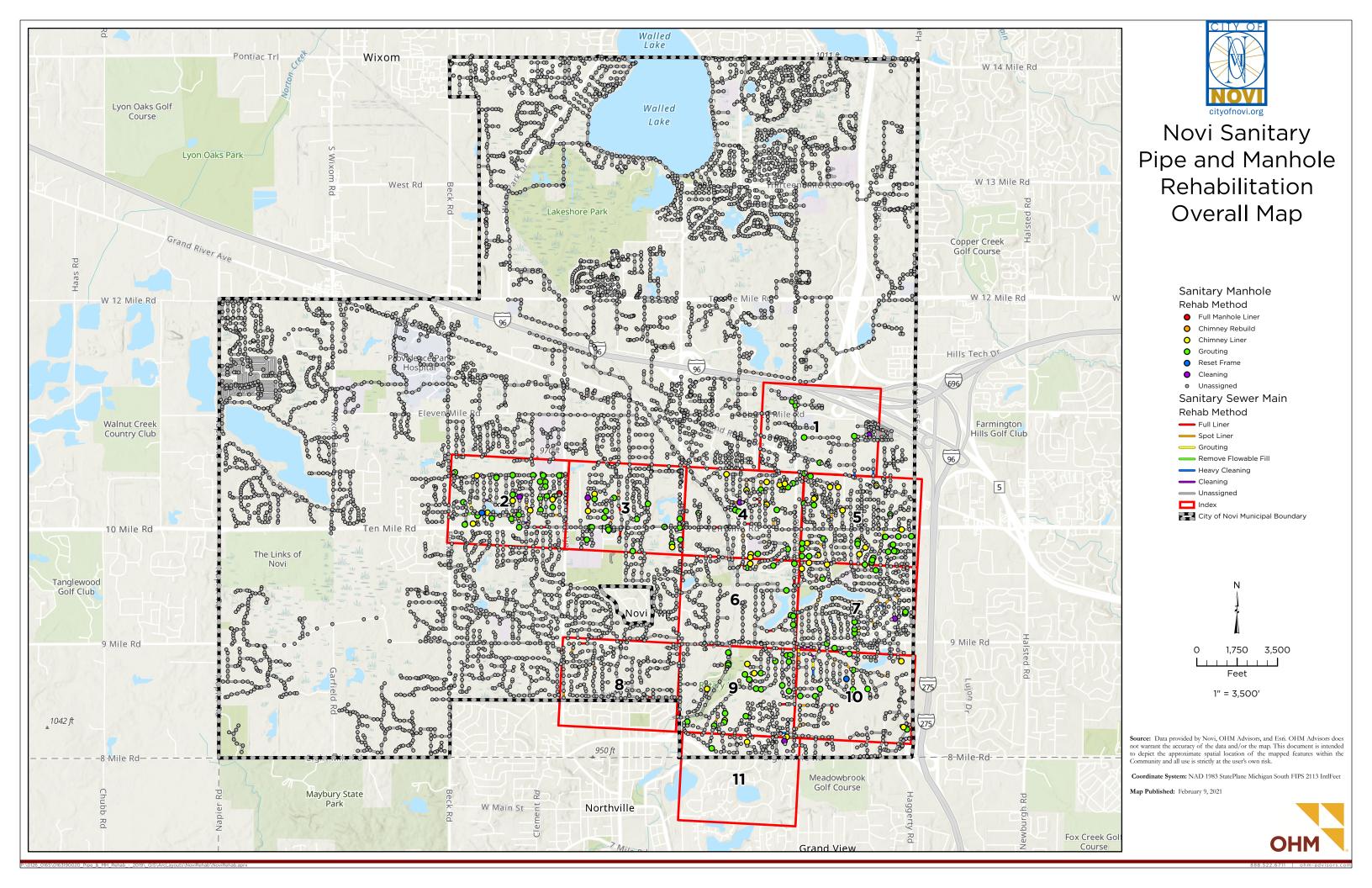
The initial contract construction contract (Phase 1) was awarded at the July 27, 2020 City Council meeting to Pipeline Management Company, in the amount of \$1,031,304.00. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$27,284.22 that is due to the contractor. The Phase 2 construction contract was awarded at the March 8, 2021 City Council meeting in the amount of \$985,120.00. Staff has also reviewed and verified the final contract amount for this phase as \$129,530.03. The City Attorney reviewed the final documentation for both contracts and found them to be in an acceptable form (Beth Saarela, February 25, 2022).

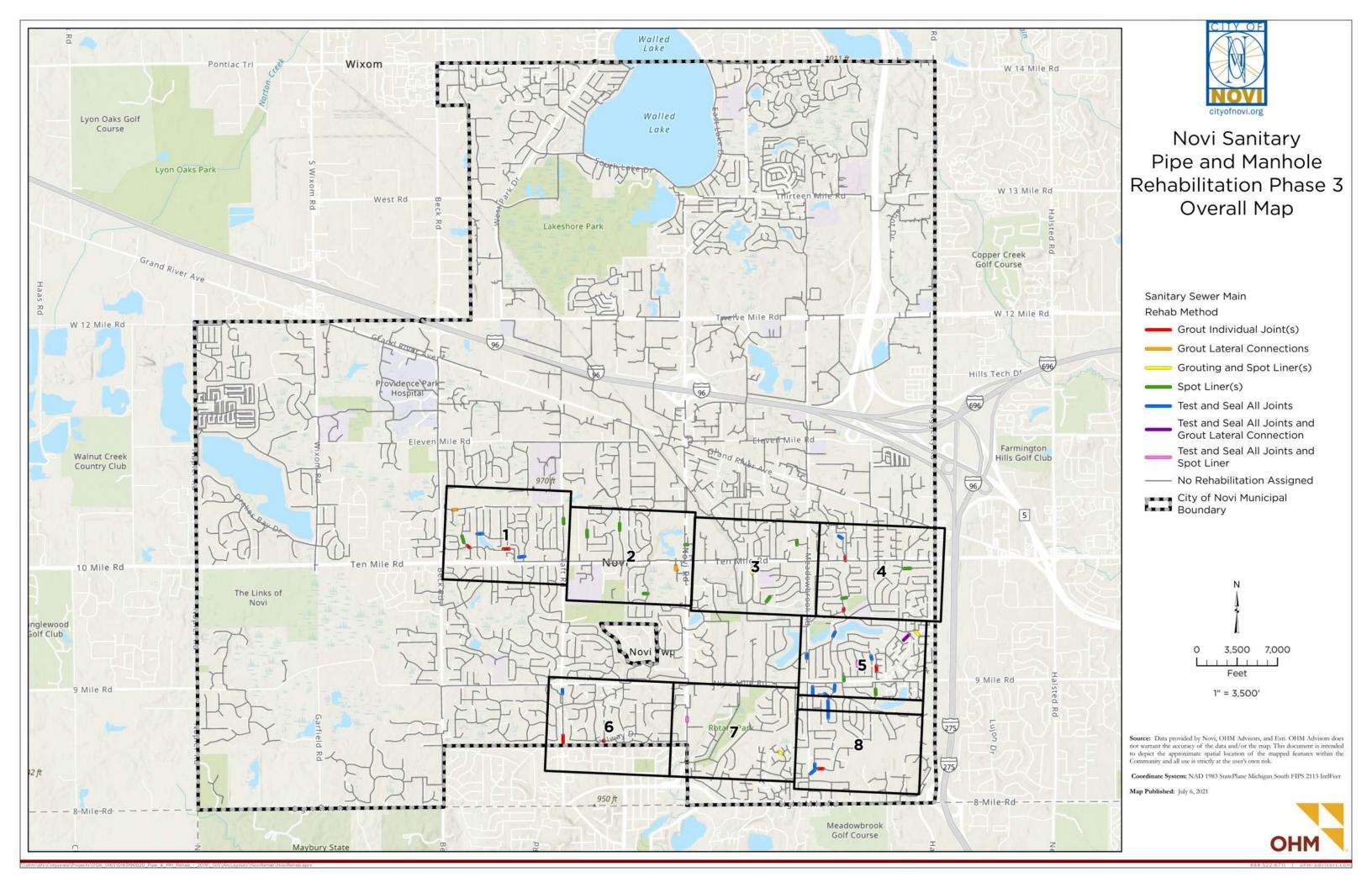
For the 2020 program (Phase 1), there were three (3) approved change orders issued resulting in an overall increase of \$34,407.24 or 3.3% over the awarded amount. The approved change orders resulted in a final contract price of \$1,065,711.24 for the 2020 contract.

For the 2021 program (Phase 2), there were three (3) approved change orders issued resulting in an overall increase of \$354,087.20 or 36.7% over the awarded amount. The approved change orders resulted in a final contract price of \$1,339,207.20 for the 2021 contract.

RECOMMENDED ACTION: Approval of the final payments to Pipeline Management Company for the 2020 and 2021 Sanitary Pipe and Manhole Rehabilitation Programs in the amount of \$27,284.22 and \$129,530.03, respectively, plus interest earned on retainage.







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



February 25, 2022

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

Re: 2020-2021 Sanitary Pipe/Manhole Rehab

Pipeline Management Company

Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the 2020-2021 Sanitary Pipe/Manhole Rehab:

- 1. Applications for Final Payment 2021 and 2022
- 2. Contractor's Sworn Statement 2021 and 2022
- 3. Waivers of Lien 2021 and 2022
- 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 change order amount for both project years and is adequate for the final project cost. 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) Aaron Staup, Construction Engineering Coordinator CITY OF NOVI February 25, 2022 Page 2

> Megan Mikus, Deputy Director of Public Works (w/Enclosure) Thomas R. Schultz, Esquire (w/Enclosure)

NOVI cityofnovi.org

OWNER:

CITY OF NOVI

Balance Due This Payment = \$ 27,284.22

PURCHASE ORDER NO. 96339 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Milford, Michigan 48381

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 Sanitary Pipe/Manhole Rehab NOVI PROJECT NO.: 20-1201 PAYMENT NO.: FINAL

CIP NO.: WTS024

City of Novi ENGINEER: OHM Advisors CONTRACTOR: Pipeline Management Company 45175 W. Ten Mile Road 34000 Plymouth Road 2673 E. Maple Road

45175 W. Ten Mile Road Novi, Michigan 48375 34000 Plymouth Road Livonia, Michigan 48150

(734) 522-6711 (248) 685-1500

CONTRACT AMOUNT FINAL COMPLETION DATES DATES OF ESTIMATE

REVISED: \$1,065,711.24 **ACTUAL**: **TO:** February 9, 2022

SECTION 1. COST OF COMPLETED WORK TO DATE

Item	2020 Sanitary Pipe and Manhole Rehab - B GL# 592-592.00-976.077	ase Bid	C	ONTRACT ITEMS (Original)		CONTRACT ITEMS (R	evised)		THIS PERIOD			TOTAL TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
1	Mobilization, Max. 10%	LS	1.00	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ 50,000.00				1.00	\$ 50,000.00	100%
2	Digital Recorded Video Survey	LS	1.00	\$ 19,750.00	\$ 19,750.00	1.00	\$ 19,750.00	\$ 19,750.00				1.00	\$ 19,750.00	100%
3	Erosion Control, Inlet Protection	EA	12.00	\$ 125.00	\$ 1,500.00	0.00	\$ 125.00	\$ -				0.00		
4	Erosion Control, Silt Fence	LF	140.00	\$ 5.00	\$ 700.00	0.00	\$ 5.00	\$ -				0.00		
5	Construction Fence	LF	240.00	\$ 11.00	\$ 2,640.00	0.00	\$ 11.00	\$ -				0.00		
6	Pavement, Remove	SY	145.00	\$ 34.00	\$ 4,930.00	43.68	\$ 34.00	\$ 1,485.12				43.68	\$ 1,485.12	100%
7	Sidewalk, Remove	SY	15.00	\$ 34.00	\$ 510.00	50.54	\$ 34.00	\$ 1,718.36				50.54	\$ 1,718.36	100%
8	San MH Cover Adjustment	EA	7.00	\$ 1,215.00	\$ 8,505.00	10.00	\$ 1,215.00	\$ 12,150.00				10.00	\$ 12,150.00	100%
9	San MH, Add Depth	VF	60.00	\$ 510.00	\$ 30,600.00	14.95	\$ 510.00	\$ 7,624.50				14.95	\$ 7,624.50	100%
10	San MH Chimney Rebuild	EA	40.00	\$ 1,325.00	\$ 53,000.00	28.00	\$ 1,325.00	\$ 37,100.00				28.00	\$ 37,100.00	100%
11	San MH Rebuild, Full	EA	5.00	\$ 500.00	\$ 2,500.00	0.00	\$ 500.00	\$ -				0.00		
12	Replace Existing Channel	EA	1.00	\$ 1,250.00	\$ 1,250.00	2.00	\$ 1,250.00	\$ 2,500.00				2.00	\$ 2,500.00	100%
13	Maintenance of Traffic	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
14	Sanitary Sewer, PVC Truss, 8-inch	LF	60.00	\$ 810.00	\$ 48,600.00	38.00	\$ 810.00	\$ 30,780.00				38.00	\$ 30,780.00	100%
15	Normal Cleaning and CCTV, 8"-12"	LF	23000.00	\$ 4.00	\$ 92,000.00	16235.00	\$ 4.00	\$ 64,940.00				16235.00	\$ 64,940.00	100%
16	Heavy Cleaning and CCTV, 8"-12"	LF	1520.00	\$ 6.00	\$ 9,120.00	8561.00	\$ 6.00	\$ 51,366.00				8561.00	\$ 51,366.00	100%
17	Grout Pipe Joint, Test/Seal, 8-inch	EA	70.00	\$ 350.00	\$ 24,500.00	104.00	\$ 350.00	\$ 36,400.00				104.00	\$ 36,400.00	100%
18	Grout Pipe Joint, Test/Seal, 10-inch	EA	10.00	\$ 400.00	\$ 4,000.00	10.00	\$ 400.00	\$ 4,000.00				10.00	\$ 4,000.00	100%
19	Grout Pipe Joint, Test/Seal, 12-inch	EA	10.00	\$ 450.00	\$ 4,500.00	17.00	\$ 450.00	\$ 7,650.00				17.00	\$ 7,650.00	100%
20	San Sewer Chemical Grout	GAL	500.00	\$ 4.00	\$ 2,000.00	353.00	\$ 4.00	\$ 1,412.00				353.00	\$ 1,412.00	100%
21	San Sewer Spot Liner, 8-inch	EA	58.00	\$ 2,200.00	\$ 127,600.00	72.00	\$ 2,200.00	\$ 158,400.00				72.00	\$ 158,400.00	100%
22	San Sewer Spot Liner, 10-inch	EA	7.00	\$ 2,500.00	\$ 17,500.00	9.00	\$ 2,500.00	\$ 22,500.00				9.00	\$ 22,500.00	100%
23	San Sewer Spot Liner, 12-inch	EA	5.00	\$ 2,750.00	\$ 13,750.00	5.00	\$ 2,750.00	\$ 13,750.00				5.00	\$ 13,750.00	100%
24	San MH, Set Up and Preparation	EA	175.00	\$ 225.00	\$ 39,375.00	184.00	\$ 225.00	\$ 41,400.00				184.00	\$ 41,400.00	100%



CITY OF NOVI

SUBTOTAL

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

1,012,871.24 100%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 Sanitary Pipe/Manhole Rehab NOVI PROJECT NO.: 20-1201 PAYMENT NO.: FINAL CIP NO.: WTS024

\$ 1,031,304.00

	SECTION 1.		COST OF COMPLETED WORK TO DATE												
Item	2020 Sanitary Pipe and Manhole Rehab - B GL# 592-592,00-976,077	ase Bid	С	ONTRACT ITEMS (Original)		CONTRACT ITEMS (R	Revised)		THIS PERIOD			тоти	AL TO DATE	
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity		Amount	%
25	Sanitary Manhole Cleaning	EA	9.00	\$ 150.00	\$ 1,350.00	9.00	\$ 150.00	\$ 1,350.00				9.00	\$	1,350.00	100%
26	San MH Injectable Chemical Grout	GAL	600.00	\$ 25.00	\$ 15,000.00	346.00	\$ 25.00	\$ 8,650.00				346.00	\$	8,650.00	100%
27	Sanitary Sewer Bypass Pumping	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$	2,500.00	100%
28	San Sewer CIPP Liner, 8-inch	LF	6300.00	\$ 38.50	\$ 242,550.00	7166.00	\$ 38.50	\$ 275,891.00				7166.00	\$	275,891.00	100%
29	San Sewer CIPP Liner, 12-inch	LF	1000.00	\$ 54.00	\$ 54,000.00	966.00	\$ 54.00	\$ 52,164.00				966.00	\$	52,164.00	100%
30	Manhole Liner	VF	390.00	\$ 270.00	\$ 105,300.00	290.66	\$ 270.00	\$ 78,478.20				290.66	\$	78,478.20	100%
31	Trench Undercut and Backfill	CY	50.00	\$ 81.00	\$ 4,050.00	0.00	\$ 81.00					0.00			
32	Agg Base, 21AA Limestone, 6-inch	SY	50.00	\$ 41.00	\$ 2,050.00	0.00	\$ 41.00					0.00			
33	Agg Base, 21AA Limestone, 8-inch	SY	110.00	\$ 45.00	\$ 4,950.00	0.00	\$ 45.00					0.00			
34	HMA, Driveway, 3.5-inch	SY	8.00	\$ 108.00	\$ 864.00	0.00	\$ 108.00					0.00			
35	HMA, Roadway, 13A	TON	25.00	\$ 475.00	\$ 11,875.00	0.00	\$ 475.00					0.00			
36	Gravel, Shoulder, 6-inch	SY	30.00	\$ 45.00	\$ 1,350.00	0.00	\$ 45.00					0.00			
37	Driveway, Nonreinf Conc, 6-inch	SY	40.00	\$ 120.00	\$ 4,800.00	43.68	\$ 120.00	\$ 5,241.60				43.68	\$	5,241.60	100%
38	Maintenance Agg, 21AA Limestone	TON	50.00	\$ 45.00	\$ 2,250.00	12.60	\$ 45.00	\$ 567.00				12.60	\$	567.00	100%
39	Sidewalk, Conc, 4-inch	SF	135.00	\$ 11.00	\$ 1,485.00	454.86	\$ 11.00	\$ 5,003.46				454.86	\$	5,003.46	100%
40	Restoration	LS	1.00	\$ 8,100.00	\$ 8,100.00	1.00	\$ 8,100.00	\$ 8,100.00				1.00	\$	8,100.00	100%
														-	
														-	
	TOTAL FROM THIS SHEET				\$ 462,474.00			\$ 437,945.26	:	\$ -			\$	437,945.26	
	TOTAL FROM OTHER SHEET				\$ 568,830.00			\$ 574,925.98	:	\$ -			\$	574,925.98	

\$ 1,012,871.24



CITY OF NOVI

GRAND TOTAL

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

1,065,711.24

100%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 Sanitary Pipe/Manhole Rehab NOVI PROJECT NO.: 20-1201 PAYMENT NO.: FINAL

1.031.304.00

CIP NO.: WTS024

NEW CONTRACT ITEMS

SECTION 1. COST OF COMPLETED WORK TO DATE NEW CONTRACT ITEMS THIS PERIOD TOTAL TO DATE Item Description of Item Unit GL# Quantity Cost/Unit Total Amt Quantity Quantity % No. Division Amount Amount 41 Grouting Lateral Connections Ea 1 0 2.00 \$ 1,500.00 3,000.00 2.00 3,000.00 100% 0 22,350.00 42 Removal of Flowable Fill Ls 0.00 0.00 1 0 16,875.00 Ls 16,875.00 1.00 16,875.00 100% 43 Normandy Open Cut Repair 1.00 \$ 1,500.00 44 Catherine Drive Bulkhead 1 0 1.00 1,500.00 1.00 1,500.00 100% Ls 45 Ridge Road West Tree Removal 0 1.00 3,250.00 3.250.00 1.00 3,250.00 100% Ea 46 Mobilization for Additional Open Cut Repair 1 0 1.00 3.800.00 3.800.00 1.00 3.800.00 100% 47 Restoration for Additional Open Cut Repair Ls 1 0 1.00 \$ 4,150.00 4,150,00 1.00 4,150.00 100% Removal of Flowable Fill (Revised Price) 48 0 1.00 \$ 20,265.00 20,265.00 1.00 20,265.00 100% Ls 1 49 Mobilizaton LS 2 0 0.00 50,000.00 0.00 2 50 Audio Video Route Survey LS 0 0.00 \$ 19,750.00 0.00 51 Pavement, Removal SY 2 0 0.00 \$ 34.00 0.00 2 0 34.00 0.00 52 Sidewalk, Removal SY 0.00 2 0 1,215.00 53 Sanitary Manhole Cover Adjustment EΑ 0.00 0.00 54 Sanitary Manhole Chimney Rebuild EΑ 2 0 0.00 \$ 1.325.00 0.00 55 Maintenance of Traffic 10,000.00 0.00 LS 2 0 0.00 LF 2 0 4.00 56 Sanitary Sewer Clean & CCTV, 8"-12" NM 0.00 0.00 2 6.00 57 Sanitary Sewer clean & CCTV, 8"-12" HV LF 0 0.00 \$ 0.00 58 Grout Pipe Joint, Test & Seal, 8" 0.00 350.00 0.00 EΑ 2 0 59 Grout Pipe joint, Test & Seal, 10" 2 0 400.00 0.00 EΑ 0.00 60 Grout Pipe Joint, Test & Seal, 12" EΑ 2 0 0.00 450.00 0.00 61 Sanitary Sewer Chemical Grout GAL 2 0 0.00 4.00 0.00 62 Sanitary Sewer Spot Line, 8" EΑ 2 0 0.00 2,200.00 0.00 63 Sanitary Sewer Spot Line, 10" Ea 2 0 0.00 2,500.00 0.00 64 Sanitary Sewer Spot Liner, 12" EΑ 2 0 0.00 \$ 2.750.00 0.00 65 Sanitary Manhole, Setup & Prep EΑ 2 0 0.00 \$ 225.00 0.00 66 Sanitary Manhole Cleaning EΑ 2 0.00 150.00 0.00 67 Sanitary Manhole Injectable Chem Grout GAL 2 O 0.00 \$ 25.00 _ 0.00 Sanitary Sewer Bypass Pumping LS 2 0 0.00 \$ 1.00 0.00 \$ TOTAL FROM THIS SHEET 52,840.00 \$ \$ 52,840.00 TOTAL FROM OTHER SHEETS 1,031,304.00 1,012,871.24 \$ \$ 1,012,871.24

1.065.711.24



BALANCE DUE THIS PAYMENT:

CITY OF NOVI

PURCHASE ORDER NO. 96339

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

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: 2020 Sanitary Pipe/Manhole Rehab **NOVI PROJECT NO.:** 20-1201 PAYMENT NO.: FINAL WTS024 CIP NO.: **Original Contract Amount:** \$ 1,031,304.00 CHANGE ORDERS **Change Orders:** \$ 34,407.24 No. <u>Date</u> <u>Amount</u> \$ 1 October 15, 2020 15,186.00 Adjusted Contract Amount to Date: \$ 1.065.711.24 2 \$ 44,878.50 November 3, 2020 3 \$ (25,657.26) December 29, 2020 \$ **Total Cost of Work Performed to Date:** 1,065,711.24 4 February 20, 2021 \$ 985,120.00 \$ (985,120.00) February X, 2022 MINUS Retainage: 0% \$ \$ MINUS Inspection "Crew Days": 0.00 \$ \$ To Date 0.00 This Pay 8 \$ Net Amt, Earned of Contract and Extra Work to Date: 1,065,711.24 9 \$ \$ MINUS L.D.'s: # of days over = \$ \$ \$ amount/day = \$ \$900 \$ Subtotal: 1.065.711.24 \$ ADD Incentive "Crew Days", if under: \$ TOTAL: \$ 34,407.24 Subtotal: \$ 1,065,711.24 **MINUS Amount of Previous Payments:** 1,038,427.02 102,222.00 1 \$ 2 \$ 170,340.93 3 \$ 207,631.80 4 \$ 443.819.82 5 \$ 114,412.47 \$0.00 fiscal year end 6 8 9

27,284.22



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2020 Sanitary Pipe/Manhole Rehab NOVI PROJECT NO.: 20-1201 PAYMENT NO .: FINAL WTS024

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all 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.

David Lusky

Digitally signed by David Lusky Date: 2022.02.17 16:43:39 -05'00'

CIP NO .:

Pipeline Management Company

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: 2022.02.20 10:55:41-05'00'

OHM Advisors

CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Digitally signed by Aaron J. Staup Date: 2022.02.28 14:50:25 -05'00' Haron J. Staup

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

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



STATE OF MICHIGAN

to the plans and specifications.

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.

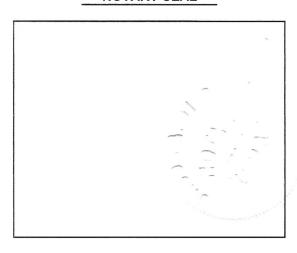
The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

COUNTY OF Oakland The undersigned, being duly sworn, on oath deposes and says that (s)he is the Vice President & General Manager of the Pipeline Management Company (Title) the contractor employed by the City of Novi to furnish labor and materials for the 2021 Sanitary Pipe/Manhole Rehab Program (Description of Improvement) located at: 2673 E. Maple Road Milford, MI 48381 The total amount of the contract is \$1,065,711.24 of which I have received payment of 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

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.

s	igned this _	nh	day of	Febru	ary) ເປັນ Dr.L January, 2022	
Name: _				lanagemen		The second secon	
_	and the state of t	The state of the s	(individual	/corporation/p	artnership)		
By:				Attest:	Mal	L-Beys.	~
	David Lusky	(Title) V. Le Presilant	- 7- General	Manager		V	
Subscri	ibed and sv	worn to befo		+ 1	day of	FEBRUARY	, 2022
Nota	ary Public: _	Jan	a. O.	Peri		J	
		V					
	Notary Pub Cou	ob A. Di Ponio lic, State of Mio nty of Oakland ion Expires Jul. 28	1				

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Advanced Underground Inspection	San. Manhole Rehabilitation	\$57,728.00	\$57,728.00	\$0.00	0.0%	\$0.00
Insituform, Inc.	CIPP Lining	\$269,704.60	\$269,704.60	\$0.00	0.0%	\$0.00
Preconstruction Video Media	Preconstruction Video	\$14,500.00	\$14,500.00	\$0.00	0.0%	\$0.00
D'Angelo Brothers	Manhole Rehab	\$13,280.50	\$13,280.50	\$0.00	0.0%	\$0.00
	Payroll, Taxes, Ins. & Benefits	PAID IN FULL			#VALUE!	#VALUE!
8					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$355,213.10	\$355,213.10	\$0.00		\$0.00

RECAPITULATION

\$1,065,711.246	Work Completed to Date: _	\$1,031,304.00	Amount of Original Contract:
\$0.00	Less: Total Retainage:	\$1,045,1843.50	Plus: Extras to Contract:
\$1,038,427.026	Less: Amount Previously Paid:	\$2,076,488.50	Total: Contract plus Extras:
\$27,284.22	Less: Amount of this Request:	\$1,010,777.26	Less: Credits to Contract:
\$0.00	Total Balance Due:	\$1,065,711.24	Total: Adjusted Contract:



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with	Pipeline Mana	agement	to provide
		nie Cuntracting Party)	
Manhole rehab and (Type of s		for the imp	provement of the property
described as NOVI 2	020 Sanitary Pip	<u>06 & Manhole Rei</u> Project Name)	habilitation
having been fully paid a lien rights against such p	and satisfied, by roperty are herel	signing this waive by waived and relea	er, all my/our construction ased.
Notice of Furnishing from the owner, lessee, or des	moperty or the on moreone or us o signed has not re designed may no	owner's or lessee's or if I/we are not received this waiver of rely upon it with conally, to verify the steep Johnson	cntial structure and if the structure has received a quired to provide one, and redirectly from me/one of nout contacting me/one of at it is authentic. Lien Claimant)
		General Manag	
	i Armaniya	(Title of La	ea Chimumt)
Company Name: _ ADVA	NCED UNDERG	ROUND INSPECTI	ON
Address: <u>38657 WEBB C</u>	DR WESTLAND M	11 48 185	
'elephone: 734-721-008	1:	······································	



FULL UNCONDITIONAL WAIVER

I/we have a contract with Insituform Technologies USA, LLC. to provide equipment, materials and labor for the improvement to the property in known as 2020 Sanitary Pipe and Manhole Rehabilitation, Novi, MI Project.

By signing this waiver, waive my/our construction lien and state that we are paid in full and satisfied.

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

Insituform Technologies USA, LLC.

1088 Victory Dr.
Howell, MI 48843

Matt Brinkoetter

Signature of lien claimant

Printed name and Title Matt Brinkoetter

Signed on 2/11/22

(date)



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Pipeline Management Company to provide

	(Prime Contracting Party)
Audio Video Services	for the improvement of the property
(Type of service)	
described as2020 Sanitary Pipe & M	Manhole Rehabilitation
	(Project Name)
having been fully paid and satisfied, lien rights against such property are h	by signing this waiver, all my/our construction nereby waived and released.
owner or lessee of the property or to Notice of Furnishing from me/one or the owner, lessee, or designee has no us, the owner, lessee, or designee ma	property that is a residential structure and if the owner's or lessee's designee has received a us or if I/we are not required to provide one, and not received this waiver directly from me/one of ay not rely upon it without contacting me/one of personally, to verify that it is authentic.
Signed on: 2-11-2022	Nandish B Doshi Digitally signed by Nandish B Doshi Date: 2022.02.11 09:52:29 -05'00'
	(Signature of Lien Claimant)
	Nandish Doshi for Pre-Construction Media
	(Printed Name of Lien Claimant)
	Owner
	(Title of Lien Claimant)
Company Name: Pre-Construction	Media
Address: 6681 Torybrooke Circle,	West Bloomfield MI 48323
Telephone:248-320-3018	

FULL UNCONDITIONAL WAIVER

My/our contract with	igement Company, Inc.	to provide
Excavation, Sewer & Restoration for	(other contracting party) or the improvement of the p	property described as
City of Novi 2020 and 2021 Sanitary Pip	pe and Manhole Rehabilitation -	Phases I & II
D'Angelo Brothers		having beer
fully paid and satisfied, by signing against such property are hereby		onstruction lien rights
If the improvement is provided to owner or lessee of the property of a notice of furnishing from me/one and the owner, lessee, or design me/one of us, the owner, lesse contacting me/one of us, either in that it is authentic.	r the owner's or lessee's de e or us or if I/we are not rec nee has not received this ee, or designee may not	esignee has received quired to provide one waiver directly from rely upon it withou
	Vincent D'Angelo	OWNER
	(Printed Name of Lie	en Claimant)
	(9-T)~	
	(Signature of lier	claimant)
	D'Angelo Brot	hers
Signed on: 2-II-22	Address: PC) Box 531330
	Livonia, MI 481	53
	Telephone:	248-444-3861

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCIMENT G707

OWNER	
ARCHITECT	
CONTRACTOR	
SURETY	
OTHER	

2020

Bond: 30095458

TO (OWNER)	ARCHITECT'S PROJECT NO:
(Name and Address)	
City of Novi	
45175 Ten Mile Rd. Novi, MI 48375	
1\(\text{OVI}\), \(\text{VII}\) 4\(\text{O}\) / \(\text{S}\)	CONTRACT FOR:
DDOILCT.	CONTRACT DATE: 9 / 2

PROJECT:

(Name and Address)

2020 Sanitary Pipe and Manhole Rehabilitation - Phase 1 and 2

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)

Western Surety Company 151 N. Franklin St. Chicago, IL 60606

, SURETY COMPANY,

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

Pipeline Management Co., LLC 2673 East Maple Rd. Milford, MI 48381

, CONTRACTOR,

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

City of Novi 45175 Ten Mile Rd. 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 15th day of February, 2022

Attest

Western Surety Company

Surety Company

Signature of Authorized Representative Michael G. Zervos, Title, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gus E Zervos, Stephen M Zervos, Michael G Zervos, Donald W Burden, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

MPANY

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

> s

On this 20th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT

SEAL NOTARY PUBLIC

SEAL SOUTH DAKOTA

Technological to the seal of t

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15^{th} day of February , 2022.



WESTERN SURETY COMPANY

J. Relson/ L. Nelson, Assistant Secretary

Form F4280-7-2012

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 30095458 effective September 8, 2020 issued by Western Surety Company in the amount of \$2,016,424.00 on behalf of Pipeline Management Company as Principal and in favor of City of Novi as Obligee:

Now, Therefore, it is agreed that:

The Maintenance Bond Amount has INCREASED to:

\$2,404,918.44 From \$2,016,424.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 8th day of September, 2020

Signed, sealed and dated this 15th day of February, 2022

Pipeline Management Company	Western Surety Company
(Principal)	(Surety)
By: David Wiky 2/17/18-62	By: Sonace W Janl Donald W. Burden, Attorney-in-Fact
Accepted By:	

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gus E Zervos, Stephen M Zervos, Michael G Zervos, Donald W Burden, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha ss

On this 20th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT

SEAL NOTARY PUBLIC

SEAL SOUTH DAKOTA

FOR ORCHOROLOGICA COLOR

7. Bent M Bent Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of February, 2022.



WESTERN SURETY COMPANY

J. Relation Assistant Secretary

Form F4280-7-2012



Balance Due This Payment =

PURCHASE ORDER NO.

96541

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

APPLICATION FOR FINAL PAYMENT

Sheet 1 of 5

PROJECT: 2021 Sanitary Pipe and Manhole Rehab Program - Phase II

NOVI PROJECT NO.: CIP NO.:

21-1202 WTS024 PAYMENT NO.:

DATES OF ESTIMATE

FINAL

OWNER: City of Novi

45175 W. Ten Mile Road Novi, Michigan 48375

ENGINEER: OHM Advisors

\$ 129,530.03

34000 Plymouth Road Livonia, Michigan 48150

(734) 522-6711

CONTRACTOR: Pipeline Management Company

2673 E. Maple Road Milford, Michigan 48381

(248) 685-1500

CONTRACT AMOUNT

FINAL COMPLETION DATES

September 25, 2021

FROM:

January 14, 2022

ORIGINAL: REVISED:

\$985,120.00 \$1,339,207.20 ORIGINAL: REVISED: ACTUAL:

TO:

February 9, 2022

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item	2021 Sanitary Pipe & MH Rehab - Ph GL# 592-592.00-976.077	ase 2	(CONTRACT ITEMS	(Original)		CONTRACT ITEM	S (Revised)		TH	IS 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	CD	0.00	\$ 700.00		0.00	\$ 700.00	-					0.00		
0	Crew Days - Division 2	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -					0.00		
0	Crew Days - Division 3	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -					0.00		
0	Crew Days - Division 4	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -					0.00		
0	Crew Days - Division 5	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -					0.00		
	TOTAL CREW DAYS		0.00	\$ 700.00		0.00	\$ 700.00	\$ -	0.00				0,00		
1	Mobilization	LS	1.00	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ 50,000.00					1.00	\$ 50,000.00	100%
2	Audio-Video Route Survey	LS	1.00	\$ 19,750.00	\$ 19,750.00	1.00	\$ 19,750.00	\$ 19,750.00					1.00	\$ 19,750.00	100%
3	Pavement, Removal	SY	10.00	\$ 34.00	\$ 340.00	10.00	\$ 34.00	\$ 340.00					10.00	\$ 340.00	100%
4	Sidewalk, Removal	SY	10.00	\$ 34.00	\$ 340.00	10.00	\$ 34.00	\$ 340.00					0.00		
5	Sanitary Manhole Cover Adjustment	EA	5.00	\$ 1,215.00	\$ 6,075.00	6.00	\$ 1,215.00	\$ 7,290.00	1.00	\$	1,215.00	17%	6.00	\$ 7,290.00	100%
6	Sanitary Manhole Chimney Rebuild	EA	2.00	\$ 1,325.00	\$ 2,650.00	2.00	\$ 1,325.00	\$ 2,650.00					2.00	\$ 2,650.00	100%
7	Maintenance of Traffic	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00					1.00	\$ 10,000.00	100%
8	San Sew Clean & CCTV, 8"-12", NML	LF	27000.00	\$ 4.00	\$ 108,000.00	16669.00	\$ 4.00	\$ 66,676.00					16669.00	\$ 66,676.00	100%
9	San Sew Clean & CCTV, 8"-12", HVY	LF	4700.00	\$ 6.00	\$ 28,200.00	14414.00	\$ 6.00	\$ 86,484.00					14414.00	\$ 86,484.00	100%
10	Grout Pipe Joint, Test & Seal, 8-inch	EA	90.00	\$ 350.00	\$ 31,500.00	172.00	\$ 350.00	\$ 60,200.00					172.00	\$ 60,200.00	100%
11	Grout Pipe Joint, Test & Seal, 10-inch	EA	5.00	\$ 400.00	\$ 2,000.00	15.00	\$ 400.00	\$ 6,000.00					15.00	\$ 6,000.00	100%
12	Grout Pipe Joint, Test & Seal, 12-inch	EA	5.00	\$ 450.00	\$ 2,250.00	7.00	\$ 450.00	\$ 3,150.00					7.00	\$ 3,150.00	100%
13	Sanitary Sewer Chemical Grout	GAL	500.00	\$ 4.00	\$ 2,000.00	500.00	\$ 4.00	\$ 2,000.00					500.00	\$ 2,000.00	100%
14	Sanitary Sewer Spot Line, 8-inch	EA	70.00	\$ 2,200.00	\$ 154,000.00	66.00	\$ 2,200.00	\$ 145,200.00	1.00	\$	2,200.00	2%	66.00	\$ 145,200.00	100%
15	Sanitary Sewer Spot Line, 10-inch	EA	10.00	\$ 2,500.00	\$ 25,000.00	9.00	\$ 2,500.00	\$ 22,500.00	2.00	\$	5,000.00	22%	9.00	\$ 22,500.00	100%
16	Sanitary Sewer Spot Line, 12-inch	EA	10.00	\$ 2,750.00	\$ 27,500.00	6.00	\$ 2,750.00	\$ 16,500.00	2.00	\$	5,500.00	33%	6.00	\$ 16,500.00	100%
17	Sanitary Manhole, Set-Up & Prep	EA	173.00	\$ 225.00	\$ 38,925.00	178.00	\$ 225.00	\$ 40,050.00	5.00	\$	1,125.00	3%	178.00	\$ 40,050.00	100%
18	Sanitary Manhole Cleaning	EA	40.00	\$ 150.00	\$ 6,000.00	37.00	\$ 150.00	\$ 5,550.00					37.00	\$ 5,550.00	100%
19	Sanitary Manhole Injectable Grout	GAL	400.00	\$ 25.00	\$ 10,000.00	171.00	\$ 25.00	\$ 4,275.00					171.00	\$ 4,275.00	100%
20	Sanitary Sewer Bypass Pumping	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00					1.00	\$ 5,000.00	100%
21	Sanitary Sewer CIPP Line, 8-inch	LF	4100.00	\$ 38.50	\$ 157,850.00	4810.00	\$ 38.50	\$ 185,185.00					4810.00	\$ 185,185.00	100%
22	Sanitary Sewer CIPP Line, 12-inch	LF	800.00	\$ 54.00	\$ 43,200.00	757.00	\$ 54.00	\$ 40,878.00					757.00	\$ 40,878.00	100%
23	Manhole Liner	VF	135.00	\$ 270.00	\$ 36,450.00	133.00	\$ 270.00	\$ 35,910.00					133.00	\$ 35,910.00	100%
24	Driveway, Non-Reinf Conc, 6-inch	SY	10.00	\$ 120.00	\$ 1,200.00	10.00	\$ 120.00	\$ 1,200.00					10.00	\$ 1,200.00	100%
	·	·		•	·						·			·	·



CITY OF NOVI

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

1,050,451.50 99%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 Sanitary Pipe and Manhole Rehab NOVI PROJECT NO.: 21-1202 PAYMENT NO.: FINAL

\$ 985,120.00

Program - Phase II CIP NO.: WTS024

SUBTOTAL

	SECTION 1.						cos	T OF COMPLETE	D WORK T	O DATE				
Item	2021 San Pipe & MH Rehab - Pha: GL# 592-592.00-976.077	se 2		CONTRACT ITEMS (Original)			ginal) 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	%
25	Sidewalk, Concrete, 4-inch	SF	90.00	\$ 11.00	\$ 990.00	90.00	\$ 11.00	\$ 990.00				0.00		
26	Sanitary Sewer CIPP Line, 10-inch	LF	400.00	\$ 46.25	\$ 18,500.00	382.00	\$ 46.25	\$ 17,667.50				382.00	\$ 17,667.50	100%
27	Sanitary Sewer CIPP Line, 15-inch	LF	1300.00	\$ 85.00	\$ 110,500.00	1587.00	\$ 85.00	\$ 134,895.00				1587.00	\$ 134,895.00	100%
28	Sanitary Sewer Spot Line, 15-inch	EA	3.00	\$ 3,500.00	\$ 10,500.00	2.00	\$ 3,500.00	\$ 7,000.00				2.00	\$ 7,000.00	100%
29	Grout Pipe Joint, Test & Seal, 15-inch	EA	3.00	\$ 550.00	\$ 1,650.00	10.00	\$ 550.00	\$ 5,500.00				10.00	\$ 5,500.00	100%
30	Remove Flowable Fill	EA	3.00	\$ 7,500.00	\$ 22,500.00	4.00	\$ 7,500.00	\$ 30,000.00				4.00	\$ 30,000.00	100%
31	Grout Lateral Connections	EA	2.00	\$ 1,500.00	\$ 3,000.00	2.00	\$ 1,500.00	\$ 3,000.00				0.00		
32	Chimney Pointing	EA	50.00	\$ 125.00	\$ 6,250.00	46.00	\$ 125.00	\$ 5,750.00				46.00	\$ 5,750.00	100%
33	Manhole Joint Pointing	EA	250.00	\$ 125.00	\$ 31,250.00	148.00	\$ 125.00	\$ 18,500.00				148.00	\$ 18,500.00	100%
34	Pipe Connection Grouting	EA	5.00	\$ 250.00	\$ 1,250.00	5.00	\$ 250.00	\$ 1,250.00				0.00		
35	San Sew Clean & CCTV, 15", NML	LF	1500.00	\$ 5.50	\$ 8,250.00	992.00	\$ 5.50	\$ 5,456.00				992.00	\$ 5,456.00	100%
36	San Sew Clean & CCTV, 15", HVY	LF	300.00	\$ 7.50	\$ 2,250.00	1186.00	\$ 7.50	\$ 8,895.00				1186.00	\$ 8,895.00	100%
						1			İ					
	TOTAL FROM THIS SHEET	•		1	\$ 216,890.00	•		\$ 238,903.50	•	\$ -			\$ 233,663.50	
	TOTAL FROM OTHER SHEET				\$ 768,230.00			\$ 817,128.00		\$ 15,040.00			\$ 816,788.00	
								,.20.00		,			,. 50.00	

\$ 1,056,031.50

\$ 15,040.00



CITY OF NOVI

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

1,339,207.20 100%

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 Sanitary Pipe and Manhole Rehab NOVI PROJECT NO.: 21-1202 PAYMENT NO.: FINAL

985,120.00

Program - Phase II CIP NO.: WTS024

GRAND TOTAL

NEW CONTRACT ITEMS

	SECTION 1.						C	ST C	OF COMPLETED	WORK T	O DA	TE					
Item							NEW CONTR	CT ITE	EMS		T⊦	HIS PERIOD			Т	OTAL TO DATE	
No.	Description of Item	Unit	Division	GL#	c	Quantity	Cost/Unit		Total Amt	Quantity		Amount	%	Quantity		Amount	%
37	Broquet OT Costs and Thicker Liner Mate	LS	0	0		1.00	\$ 4,550.0	0 \$	4,550.00					1.00	\$	4,550.00	100%
38	T&M Vactor/Operator Cost for Broquet Nig	HOUR	0	0	;	38.00	\$ 250.0	0 \$	9,500.00					38.00	\$	9,500.00	100%
39	Maintenance of Traffic	LS	0	0		1.00	\$ 10,000.0	0 \$	10,000.00					1.00	\$	10,000.00	100%
40	Mobillization, Max 5%	LS	0	0		1.00	\$ 12,210.0	0 \$	12,210.00					1.00	\$	12,210.00	100%
41	Pavt, Rem	SYD	0	0		18.50	\$ 34.0	0 \$	629.00					18.50	\$	629.00	100%
42	Sanitary Sewer Cleaning and CCTV, 8-15	FT	0	0	2	285.00	\$ 6.0	0 \$	1,710.00					285.00	\$	1,710.00	100%
43	Sanitary Sewer Cleaning and CCTV, 8-15	FT	0	0	98	800.00	\$ 2.0	0 \$	19,600.00	4228.00	\$	8,456.00	43%	9752.00	\$	19,504.00	100%
44	Grout Lateral Connections	EA	0	0		6.00	\$ 1,500.0	0 \$	9,000.00					6.00	\$	9,000.00	100%
45	Grout Pipe Joint, 10 inch	EA	0	0		16.00	\$ 400.0	0 \$	6,400.00					16.00	\$	6,400.00	100%
46	Grout Pipe Joint, Test and Seal, 8 inch	EA	0	0	9	00.00	\$ 90.0	0 \$	81,000.00	136.00	\$	12,240.00	15%	897.00	\$	80,730.00	100%
47	Grout Pipe Joint, Test and Seal, 15 inch	EA	0	0	4	48.00	\$ 150.0	0 \$	7,200.00	15.00	\$	2,250.00	31%	48.00	\$	7,200.00	100%
48	Grout Pipe Joint, 8 inch	EA	0	0		86.00	\$ 350.0	0 \$	30,100.00	19.00	\$	6,650.00	22%	86.00	\$	30,100.00	100%
49	Sanitary Manhole Cover Adjustment	EA	0	0		4.00	\$ 1,215.0	0 \$	4,860.00					4.00	\$	4,860.00	100%
50	Sanitary Sewer Chemical Grout	GALLON	0	0	10	624.00	\$ 4.0	0 \$	6,496.00	578.50	\$	2,314.00	36%	1624.00	\$	6,496.00	100%
51	Sanitary Sewer Spot Liner, 8 inch	EA	0	0	;	35.00	\$ 2,200.0	0 \$	77,000.00	4.00	\$	8,800.00	11%	35.00	\$	77,000.00	100%
52	Driveway, Nonreinf Conc, 6 inch	SYD	0	0		18.50	\$ 120.0	0 \$	2,220.00					18.50	\$	2,220.00	100%
53	Sanitary Manhole, Additional Adjustment	VFT	0	0		6.17	\$ 510.0	0 \$	3,146.70	6.17	\$	3,146.70	100%	6.17	\$	3,146.70	100%
54	Restoration	LS	0	0		1.00	\$ 3,500.0	0 \$	3,500.00	1.00	\$	3,500.00	100%	1.00	\$	3,500.00	100%
55			0	0		0.00	\$ -	\$	-					0.00	\$	-	
56			0	0		0.00	\$ -	\$	ı					0.00	\$	-	
57			0	0		0.00	\$ -	\$	ı					0.00	\$	-	
58			0	0		0.00	\$ -	\$	-					0.00	\$	-	
59			0	0		0.00	\$ -	\$	ı					0.00	\$	-	
60			0	0		0.00	\$ -	\$	1					0.00	\$	-	
61			0	0		0.00	\$ -	\$	-					0.00	\$	-	
62			0	0		0.00	\$ -	\$	-					0.00	\$	-	
63			0	0		0.00	\$ -	\$	=					0.00	\$	-	
64			0	0		0.00	\$ -	\$	=					0.00	\$	-	
	TOTAL FROM THIS SHEET							\$	289,121.70	_	\$	47,356.70	•		\$	288,755.70	
	TOTAL FROM OTHER SHEETS			\$ 985	5,120.00			\$	1,056,031.50		\$	15,040.00			\$	1,050,451.50	

\$ 1,345,153.20

62,396.70



10 \$

BALANCE DUE THIS PAYMENT:

CITY OF NOVI

PURCHASE ORDER NO. 96541 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: 2021 Sanitary Pipe and Manhole Rehab NOVI PROJECT NO.: 21-1202 PAYMENT NO.: FINAL Program - Phase II CIP NO.: WTS024 **CHANGE ORDERS** Original Contract Amount: \$ 985,120.00 **Change Orders:** \$ 354,087.20 No. Date <u>Amount</u> 1 June 2, 2021 \$ 91,636.50 Adjusted Contract Amount to Date: \$ 1,339,207.20 2 265,910.00 July 1, 2021 \$ (3,459.30)3 February 9, 2022 Total Cost of Work Performed to Date: \$ 1,339,207.20 MINUS Retainage: 0% \$ 6 0.00 \$ MINUS Inspection "Crew Days": To Date This Pay 0.00 8 Net Amt. Earned of Contract and Extra Work to Date: 1,339,207.20 9 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = Subtotal: \$ 1,339,207.20 ADD Incentive "Crew Days", if under: TOTAL: \$ 354,087.20 \$ Subtotal: \$ 1,339,207.20 **MINUS Amount of Previous Payments:** \$ 1,209,677.17 1 \$ 370,490.85 2 \$ 198,493.15 3 \$ 164,904.67 0.00 nspection "Crew Days" Allowed per Contract: 4 \$ 178,035.00 Additional "Crew Days" per Change Orders: 0.00 5 \$ 270,061.50 0.00 Total Inspection "Crew Days" Allowed: 6 \$ 27,692.00 spection "Crew Days" Used to Date: 0.00 7 \$ spection "Crew Days" Remaining: 0.00 8 \$ 9 \$

129,530.03



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2021 Sanitary Pipe and Manhole Rehab NOVI PROJECT NO.: 21-1202 PAYMENT NO.: FINAL

Program - Phase II CIP NO.: WTS024

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all 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.

David Lusky

Digitally signed by David Lusky Date: 2022.02.17 16:45:14 -05'00'

Pipeline Management Company

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: 2022.02.21 11:51:50-05'00'

OHM Advisors

CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Flaron J. Staup Digitally signed by Aaron J. Staup Date: 2022.02.28 14:51:03 -05'00'

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

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



STATE OF MICHIGAN

to the plans and specifications.

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.

COUNTY OFOakland
The undersigned, being duly sworn, on oath deposes and says that (s)he is the
Vice President & General Manager of the Pipeline Management Company (Firm Name)
the contractor employed by the City of Novi to furnish labor and materials for the
2021 Sanitary Pipe/Manhole Rehab Program
(Description of Improvement)
located at: 2673 E. Maple Road Milford, MI 48381
The total amount of the contract is \$1,339,207.20 of which I have received payment of \$1,209,677.17 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

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 17Th day of February	, 20
Name: Pipeline Management Company (individual/corporation/partnership)	
By: Attest: Mark (Title) Vite President & Consul Manager). No
Subscribed and sworn to before me this 17th day of FEBLUAR	, 20 <u>22</u>
Notary Public:	
Jacob A. Di Ponio Notary Public, State of Michigan County of Oakland My Commission Expires Jul. 28, 2024 Acting in the County of	

NOTARY SEAL

SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Advanced Underground Inspection	San. Manhole Rehabilitation	\$57,728.00	\$57,728.00	\$0.00	0.0%	\$0.00
Insituform, Inc.	CIPP Lining	\$269,704.60	\$269,704.60	\$0.00	0.0%	\$0.00
Preconstruction Video Media	Preconstruction Video	\$14,500.00	\$14,500.00	\$0.00	0.0%	\$0.00
D'Angelo Brothers	Manhole Rehab	\$13,280.50	\$13,280.50	\$0.00	0.0%	\$0.00
	Payroll, Taxes, Ins. & Benefits	PAID IN FULL			#VALUE!	#VALUE!
В					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
		2.00			#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$355,213.10	\$355,213.10	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract:	\$985,120.00	Work Completed to Date:	\$1,339,207.20
Plus: Extras to Contract:	\$357,546.50	Less: Total Retainage:	\$0.00
Total: Contract plus Extras:	\$1,342,666.50	Less: Amount Previously Paid:	\$1,209,677.17
Less: Credits to Contract:	\$3,459.30	Less: Amount of this Request:	\$129,530.03
Total: Adjusted Contract:	\$1,339,207.20	Total Balance Due:	\$0.00



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Pipeline Management

My/our contract with ripe	iine Management	to provide
	(Prime Cuntracting Party)	A COLUMN TO THE STATE OF THE ST
Manhole rehab and groutin	for the in	mprovement of the property
described as NOVI 2020 So	Initary Pipe & Manhole R (Project Name)	ehabilitation Phase 2
having been fully paid and sati lien rights against such property	isfied, by signing this wait are hereby waived and rel	ver, all my/our construction eased.
If the improvement is provided owner or lessee of the property Notice of Furnishing from me/o the owner, lessee, or designed us, the owner, lessee, or designed us, either in writing, by telephonesis and the control of the owner. Signed on: 2/10/2022	y or the owner's or lessed one or us or if I/we are not a has not received this waive ee may not rely upon it wi he, or personally, to verify (Signature)	e's designee has received a required to provide one, and er directly from me/one of ithout contacting me/one of that it is authentic.
	General Mana	ager
	and the second s	Liea Chimuat)
Company Name: ADVANCED	UNDERGROUND INSPEC	TION
Address: 38657 WEBB DR WES	TLAND MI 48185	
Telephone: 734-721-0081		1.1.5 the special of



FULL UNCONDITIONAL WAIVER

I/we have a contract with Insituform Technologies USA, LLC. to provide equipment, materials and labor for the improvement to the property in known as 2020 Sanitary Pipe and Manhole Rehabilitation, Novi, MI Project.

By signing this waiver, waive my/our construction lien and state that we are paid in full and satisfied.

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

Insituform Technologies USA, LLC.

1088 Victory Dr.
Howell, MI 48843

Matt Brinkoetter

Signature of lien claimant

Printed name and Title Matt Brinkoetter

Signed on 2/11/22

(date)



FULL UNCONDITIONAL WAIVER OF LIEN

_____to provide

My/our contract with Pipeline Management Company

-	(Prime Contracting Party)
Audio Video Services (Type of service)	for the improvement of the property
	Manhole Rehabilitation Phase 2
	(Project Name)
having been fully paid and satisfied, lien rights against such property are h	, by signing this waiver, all my/our construction nereby waived and released.
owner or lessee of the property or to Notice of Furnishing from me/one or the owner, lessee, or designee has no us, the owner, lessee, or designee ma	property that is a residential structure and if the the owner's or lessee's designee has received a us or if I/we are not required to provide one, and not received this waiver directly from me/one of ay not rely upon it without contacting me/one of personally, to verify that it is authentic.
Signed on: 2-11-2022	Nandish B Doshi Digitally signed by Nandish B Doshi Date: 2022.02.11 09:52:29 -05'00'
	(Signature of Lien Claimant)
	Nandish Doshi for Pre-Construction Media
	(Printed Name of Lien Claimant)
	Owner
	(Title of Lien Claimant)
Company Name: Pre-Construction	Media
Address: 6681 Torybrooke Circle,	West Bloomfield MI 48323
Telephone: 248-320-3018	

FULL UNCONDITIONAL WAIVER

My/our contract with	igement Company, Inc.	to provide
Excavation, Sewer & Restoration for	(other contracting party) or the improvement of the p	property described as
City of Novi 2020 and 2021 Sanitary Pip	pe and Manhole Rehabilitation -	Phases I & II
D'Angelo Brothers		having beer
fully paid and satisfied, by signing against such property are hereby		onstruction lien rights
If the improvement is provided to owner or lessee of the property of a notice of furnishing from me/one and the owner, lessee, or design me/one of us, the owner, lesse contacting me/one of us, either in that it is authentic.	r the owner's or lessee's de e or us or if I/we are not rec nee has not received this ee, or designee may not	esignee has received quired to provide one waiver directly from rely upon it withou
	Vincent D'Angelo	OWNER
	(Printed Name of Lie	en Claimant)
	(9-T)~	
	(Signature of lier	claimant)
	D'Angelo Brot	hers
Signed on: 2-II-22	Address: PC) Box 531330
	Livonia, MI 481	53
	Telephone:	248-444-3861

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCIMENT G707

OWNER	
ARCHITECT	
CONTRACTOR	
SURETY	
OTHER	

Bond: 30095458

	Dulu. 50095456
TO (OWNER) (Name and Address)	ARCHITECT'S PROJECT NO:
City of Novi 45175 Ten Mile Rd. Novi, MI 48375	
	CONTRACT FOR:
PROJECT: (Name and Address) 2020 Sanitary Pipe and Manhole R	CONTRACT DATE: 3 / 9 / 2021 chabilitation – Phase 1 and 2
In accordance with the provisions of there insert name and address of Suret	of the Contract between the Owner and the Contractor as indicated above, the y Company)
Western Surety Company 151 N. Franklin St. Chicago, IL 60606	, SURETY COMPANY,
on bond of (here insert name and address of Contr	ractor)
Pipeline Management Co., LLC 2673 East Maple Rd. Milford, MI 48381	, CONTRACTOR,
hereby approves of the final paymenthe Surety Company of any of its obtained the company of any of its obtained the company of any of the company of the com	
City of Novi 45175 Ten Mile Rd. Novi, MI 48375	
	, OWNER,
as set forth in the said Surety Comp	any's bond.
IN WITNESS WHEREOF, the Surety Company has hereunto so	et its hand this 15 th day of February, 2022
Attest: CAR	Western Surety Company Surety Company

AIA DOCUMENT G707 * CONSENT OF SURETY COMPANY TO FINAL PAYMENT 1994 EDITION AIA 0 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW

ONE PAGE

Signature of Authorized Representative Michael G. Zervos, Title, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gus E Zervos, Stephen M Zervos, Michael G Zervos, Donald W Burden, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

MPANY

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

> s

On this 20th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT

SEAL NOTARY PUBLIC

SEAL SOUTH DAKOTA

Technological to the seal of t

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15^{th} day of February , 2022.



WESTERN SURETY COMPANY

J. Relson/ L. Nelson, Assistant Secretary

Form F4280-7-2012

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 30095458 effective September 8, 2020 issued by Western Surety Company in the amount of \$2,016,424.00 on behalf of Pipeline Management Company as Principal and in favor of City of Novi as Obligee:

Now, Therefore, it is agreed that:

The Maintenance Bond Amount has INCREASED to:

\$2,404,918.44 From \$2,016,424.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 8th day of September, 2020

Signed, sealed and dated this 15th day of February, 2022

Pipeline Management Company	Western Surety Company
(Principal)	(Surety)
By: David withy 2/17/1862	By: Sonace W. Burden, Attorney-in-Fact
Accepted By:	

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gus E Zervos, Stephen M Zervos, Michael G Zervos, Donald W Burden, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha ss

On this 20th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT

SEAL NOTARY PUBLIC

SEAL SOUTH DAKOTA

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7. Bent M Bent Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of February, 2022.



WESTERN SURETY COMPANY

J. Relation Assistant Secretary

Form F4280-7-2012