



## CITY of NOVI CITY COUNCIL

Agenda Item D  
November 12, 2013

**SUBJECT:** Approval of the final pay estimate to Inland Waters Pollution Control, Inc. for the Sanitary Sewer Rehabilitation in CMOM program areas B, C1, and G in the amount of \$27,214.98.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BSC*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 27,214.98</b>
<b>LINE ITEM NUMBER</b>	<b>592-592.00-936.500</b>

### BACKGROUND INFORMATION:

A sanitary sewer Capacity Management, Operations, and Maintenance (CMOM) program was initiated by the City in 2005 as a multi-phased program to perform long-range planning, improve operation and maintenance of the system, and ensure the integrity of the sanitary sewer system. One of the key components of the CMOM program is the evaluation of the sanitary sewer infrastructure to determine areas that require repair – primarily to prevent infiltration and inflow of clean water (i.e., groundwater and storm water run-off) from entering the system and being unnecessarily treated at the Detroit wastewater treatment plant. Infiltration and inflow that enter the system will increase treatment costs and decrease available capacity.

Over the past several years, the Water and Sewer Division has cleaned and televised these areas to identify defective segments of pipe that are in need of repair. The scope of this project included the rehabilitation of the areas identified by Water and Sewer staff in three areas within the City, identified as Areas B, C1, and G (see attached location map). To put the rehabilitation effort into perspective, the contractor for this project, Inland Water Pollution Control, Inc., rehabilitated roughly one-third of the City's sanitary sewage collection system network with this project, which was awarded by Council on August 27, 2012 in the amount of \$553,441.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker Associates, Inc., to review and verify the final contract payment amount of \$27,214.98 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's October 29, 2013 letter, attached).

There were two approved change orders for this project resulting in a net increase of \$55,458 to the construction contract or 10.0% over the awarded amount. The first change

order added two more segments of pipe which upon further investigation found foreign intrusions into the pipes and required grouted sleeves to bridge the repair. This change order increased the contract by \$27,014. The second change order balanced original quantities and added scope of work for raising an existing manhole out of a wetland which increased the contract by \$28,444. The approved change orders resulted in a final contract price of \$608,899.

**RECOMMENDED ACTION:** Approval of the final pay estimate to Inland Waters Pollution Control, Inc. for the Sanitary Sewer Rehabilitation in CMOM program areas B, C1, and G in the amount of \$27,214.98.

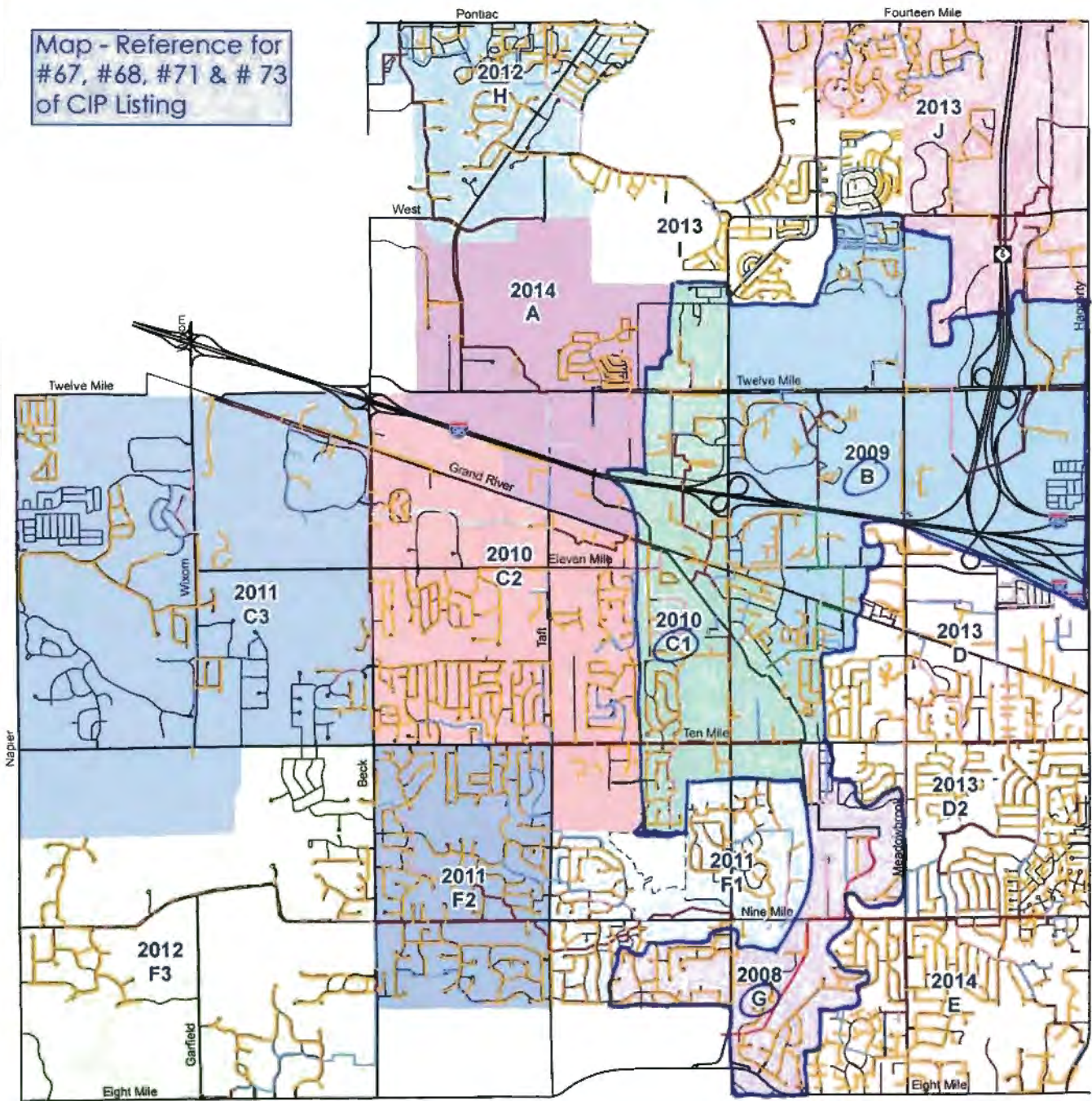
	1	2	Y	N
Mayor Galt				
Council Member Casey				
Council Member Fischer				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

**Figure 1.**

**City of Novi - CMOM Phase II  
Televising and Cleaning Schedule**

Map - Reference for  
#67, #68, #71 & #73  
of CIP Listing



Map Author: Stephanie Sambrook,  
City GIS Technician  
Map Print Date:  
February 17, 2011

**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 public at the City of Novi. Secondary 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 322 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

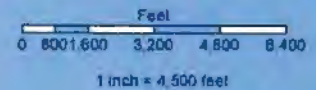
**Map Legend**

<b>Sanitary Mains</b>	8.0FM	21.0"	Road
1.5" FM	10.0"	27.0"	Major
2.0FM	10.0" FM	30.0"	Minor
3.0" FM	12.0"	36.0"	Novi Township
4.0" FM	12.0FM	42.0"	
6.0"	15.0"	ABND	
6.0FM	18.0"		
8.0"	18.0FM		



**City of Novi**

Geographic Information Services  
Dept. of Information Technology  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

October 29, 2013

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

**RE: 2012 Sanitary Sewer Rehabilitation  
*Inland Water s Pollution Control, Inc.***

Dear Mr. Staup:

We have received and reviewed the following closing documents for the 2012 Sanitary Sewer Rehabilitation Project:

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

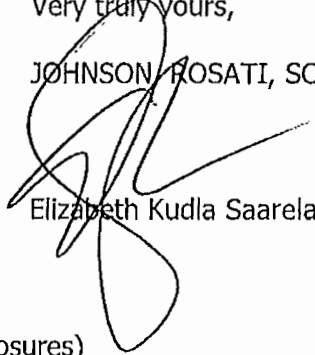
We note that the landscape restoration subcontractor appears to have gone out of business prior to providing a waiver of lien to the contractor. As an alternative to providing the waiver of lien, the contractor has signed an indemnity agreement, using language prepared by our office. The indemnity agreement provides that the contractor will pay any claims made by the subcontractor resulting from this contract. Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The contractor should provide its waiver of lien at the time it picks up its final payment from the City.

Aaron Staup, Construction Engineering Coordinator  
October 29, 2013  
Page 2

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

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

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Clay Pearson, City Manager (w/Enclosures)  
Victor Cardenas, Assistant City Manager (w/Enclosures)  
Sabrina Lilla (w/Enclosures)  
Ted Meadows, Spalding DeDecker (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 2012 Sanitary Sewer Rehabilitation      **NOVI PROJECT NO.:** NV11-003      **PAYMENT NO.:** FINAL  
**OWNER:** City of Novi      **ENGINEER:** Spalding DeDecker & Associates, Inc.      **CONTRACTOR:** Inland Waters PC  
 45175 W. Ten Mile Road      905 South Boulevard East      4086 Michigan Avenue  
 Novi, Michigan 48375      Rochester Hills, Michigan 48307      Detroit, Michigan 48210

**CONTRACT AMOUNT**      **FINAL COMPLETION DATE**      **DATES OF ESTIMATE**  
**ORIGINAL:** \$ 553,440.75      **ORIGINAL:** December 22, 2012      **FROM:** February 13, 2013  
**REVISED:** \$ 608,899.20      **REVISED:**      **TO:** October 1, 2013

### SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	70	\$ 615.00	\$ 43,050.00	78.5	\$ 615.00	\$ 48,277.50				59	\$ 36,285.00	75%
1	Bond, Insurance, Initial Setup (3% Max)	LS	1	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	\$ 8,000.00				1	\$ 8,000.00	100%
2	Audio-Visual DVD Coverage	LS	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ 3,500.00				1	\$ 3,500.00	100%
3	Soil Erosion / Sedimentation Control	LS	1	\$ 250.00	\$ 250.00	1	\$ 250.00	\$ 250.00				1	\$ 250.00	100%
4	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
5	Clean / Televis Sanitary Sewer, 6"	FT	215	\$ 2.65	\$ 569.75	0	\$ 2.65	\$ -				0		
6	Clean / Televis Sanitary Sewer, 8"	FT	14500	\$ 2.65	\$ 38,425.00	16096	\$ 2.65	\$ 42,654.40				16096	\$ 42,654.40	100%
7	Clean / Televis Sanitary Sewer, 10"	FT	4500	\$ 2.65	\$ 11,925.00	4046	\$ 2.65	\$ 10,721.90				4046	\$ 10,721.90	100%
8	Clean / Televis Sanitary Sewer, 12"	FT	1690	\$ 2.65	\$ 4,478.50	1556	\$ 2.65	\$ 4,123.40				1556	\$ 4,123.40	100%
9	Clean / Televis Sanitary Sewer, 15"	FT	1120	\$ 2.65	\$ 2,968.00	983	\$ 2.65	\$ 2,604.95				983	\$ 2,604.95	100%
10	Specialty Cleaning / Televis, 8"	FT	290	\$ 2.75	\$ 797.50	542	\$ 2.75	\$ 1,490.50				542	\$ 1,490.50	100%
11	Specialty Cleaning / Televis, 10"	FT	3590	\$ 2.75	\$ 9,872.50	2394	\$ 2.75	\$ 6,583.50				2394	\$ 6,583.50	100%
12	Spot Grouting	EA	37	\$ 450.00	\$ 16,650.00	34	\$ 450.00	\$ 15,300.00				34	\$ 15,300.00	100%
13	Cured In Place Pipe, 6"	FT	215	\$ 30.00	\$ 6,450.00	0	\$ 30.00	\$ -				0		
14	Cured In Place Pipe, 8"	FT	8420	\$ 24.75	\$ 208,395.00	10458	\$ 24.75	\$ 258,835.50				10458	\$ 258,835.50	100%
15	Cured In Place Pipe, 10"	FT	6910	\$ 25.95	\$ 179,314.50	6030	\$ 25.95	\$ 156,478.50				6030	\$ 156,478.50	100%
16	Cured In Place Pipe, 12"	FT	990	\$ 28.00	\$ 27,720.00	1358	\$ 28.00	\$ 38,024.00				1358	\$ 38,024.00	100%
17	Cured In Place Pipe, 15"	FT	925	\$ 35.00	\$ 32,375.00	925	\$ 35.00	\$ 32,375.00				925	\$ 32,375.00	100%
18	Restoration	LS	1	\$ 250.00	\$ 250.00	0	\$ 250.00	\$ -				0		
19	Grouting Sleeve, 3-ft x 12-inch	EA	CO #1			2	\$ 5,500.00	\$ 11,000.00				2	\$ 11,000.00	100%
20	Manhole Lining	VF	CO #2			21	\$ 558.00	\$ 11,718.00				21	\$ 11,718.00	100%
21	Raising Manhole No. 16	LS	CO #2			1	\$ 3,739.55	\$ 3,739.55				1	\$ 3,739.55	100%
<b>TOTAL THIS SHEET</b>				\$ 553,440.75		\$ 608,899.20	\$ -		\$ 608,899.20	100%				



# CITY OF NOVI

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

Section 2.

## APPLICATION FOR FINAL PAYMENT

PROJECT: 2012 Sanitary Sewer Rehabilitation      NOVI PROJECT NO.: NV11-003      PAYMENT NO.:      FINAL

Original Contract Amount: \$ 553,440.75

### CHANGE ORDERS

Change Orders: \$ 55,458.45

No	Date	Amount
1	October 24, 2012	\$ 27,014.00
2	February 12, 2013	\$ 28,444.45

Adjusted Contract Amount to Date: \$ 608,899.20

Total Cost of Work Performed to Date: \$ 608,899.20

MINUS Retainage:  \$ -

MINUS Inspection "Crew Days": To Date  \$ -

Additional Crew Days Due Contractor This Pay  \$ 11,992.50

Net Amt. Earned of Contract and Extra Work to Date: \$ 620,891.70

MINUS L.D.'s: # of days over =  \$ -

\$ amount/day =  \$ -

Subtotal: \$ 620,891.70

MINUS Amount of Previous Payments: \$ 593,676.72

- 1 \$ 359,679.74
- 2 \$ 233,996.99
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

TOTAL: \$ 55,458.45

Inspection "Crew Days" Allowed per Contract:	70.00
Additional "Crew Days" per Change Orders:	8.50
Inspection "Crew Days" Used to Date:	59.00
Inspection "Crew Days" Remaining:	19.50

BALANCE DUE THIS PAYMENT: \$



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: 2013 Sanitary Sewer Rehabilitation

NOVI PROJECT NO.: NV11-003

PAYMENT NO.: FINAL

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

By: Inland Waters Pollution Control, Inc. Date: 8/8/13  
Contractor Company

[Signature]  
Contractor Authorized Signature

By: Jignesh Madhani, Vice President  
Print Name

Spalding DeDecker Associates, Inc. Date: 8/5/13  
Consultant Firm

[Signature]  
Consultant Authorized Signature

By: Ted Meadows, Contract Administrator  
Print Name

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI  
[Signature]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 10/18/13

[Signature]  
By: Brian Coburn, PE, Engineering Manager

Dated: 10/18/13



BOND #SU1117394

**CONSENT OF SURETY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER: City of Novi  
*(Name and address)* 45175 West Ten Mile Road  
Novi, MI 48275

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:  
Sanitary Sewer Rehab Areas B, CI & G

PROJECT: Sanitary Sewer Rehab Areas B, CI & G  
*(Name and address)*

CONTRACT DATED:

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

Arch Insurance Company

3 Parkway, Suite 1500  
Philadelphia, PA 19102

, SURETY,

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

Inland Waters Pollution Control, Inc.

4086 Michigan Avenue  
Detroit, MI 48210

, CONTRACTOR,

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

City of Novi

45175 West Ten Mile Road  
Novi, MI 48275

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 12, 2013  
*(insert in writing the month followed by the numeric date and year.)*

Arch Insurance Company

*(Surety)*

*(Signature of authorized representative)*

Attest:

Joann Dombrowski, Attorney-in-Fact

*(Printed name and title)*

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jessica Piccirillo, Joann Dombrowski, Marion R. Vail, Russell M. Canterbury and Susan E. Deak of Farmington, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

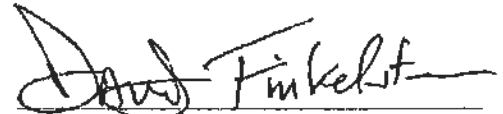
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3<sup>rd</sup> day of May, 2013.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

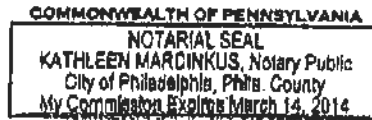


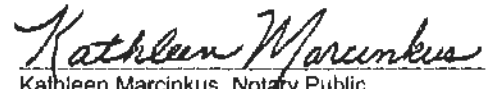
  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
Kathleen Marcinkus, Notary Public  
My commission expires 03/14/2014

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 3, 2013 on behalf of the person(s) es listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12<sup>TH</sup> day of AUGUST, 2013.

  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



**MAINTENANCE BOND**

**Bond SU1117394**

KNOW ALL BY THESE PRESENTS, That we, Inland Waters Pollution Control, Inc.

as Principal, and Arch Insurance Company

a corporation organized under the laws of the State of Missouri and duly authorized to do business in

the State of Michigan, as Surety, are held and firmly bound unto City of Novi, Michigan

as Obligee, in the penal sum of Fifty-five Thousand Four Hundred Fifty-eight Dollars And Forty-five Cents

( \$ 55,458.45 )

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

City of Novi, MI

dated \_\_\_\_\_

for Sanitary Sewer Rehabilitation, Areas B, C1 & G

WHEREAS, said Contract has been completed, and was approved on \_\_\_\_\_

31st

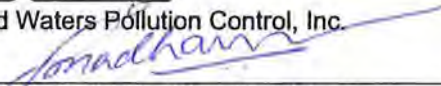
day of July, 2013.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of One

year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 12th day of August, 2013

Inland Waters Pollution Control, Inc.



(Seal)

Jignesh Madhani, Vice President

(Seal)

(Seal)

Arch Insurance Company

By



Joanni Dombrowski

Attorney-in-Fact

SWORN STATEMENT

STATE OF MICHIGAN )  
                          )SS  
COUNTY OF WAYNE )

Invoice:               262234  
  
Project:               1218072

JIGNESH MADHANI being duly sworn, deposes and says: That INLAND WATERS POLLUTION CONTROL, INC. is the (contractor) for an improvement to the following described real property situated in Oakland County, Michigan described as follows:

CITY OF NOV!  
SANITARY SEWER REHABILITATION  
AREAS B, C1 & G

That the following is a statement as of August 12, 2013 of each subcontractor and supplier and laborer 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 hereof are correctly and fully set forth opposite their names as follows:

Name of subcontractor supplier or laborer	Type of improvement furnished	Total Contract Price	Amount Paid To Date	Amount Currently Owing	Balance to Complete
INLAND WATERS POLLUTION CONTROL, INC	MATLS / LABOR	620,892	593,677	27,215	0
ADVANCED UNDERGROUND INSPECTION	SUBCONTRACTOR	74,108	68,963	5,145	0
BLAZE CONTRACTING, INC.	SUBCONTRACTOR	3,170	3,170	0	0
CONSTRUCTION VIDEO MEDIA	SUBCONTRACTOR	5,031	5,031	0	0
INTERSTATE	SUBCONTRACTOR	59,997	59,997	0	0
<b>Totals:</b>		<b>620,892</b>	<b>593,677</b>	<b>27,215</b>	<b>0</b>

\*\*\*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 TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.\*\*\*

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor) (Subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) for the purpose of representing to the owner, lessee or mortgagee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above, and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570, 1109 of the Michigan Compiled Laws.

Deponent further says that Laborer wages, Fringe Benefits and Withholdings are paid, except: \_\_\_\_\_

\*\*\*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, 1110 OF THE MICHIGAN COMPILED LAWS.\*\*\*


Date: August 12, 2013

INLAND WATERS POLLUTION CONTROL, INC.

By:   
Jignesh Madhani, Vice President

Subscribed and sworn before me this

12TH day of AUGUST, 2013

  
Julie A. Lackey  
Notary Public Wayne County, Michigan  
My Commission Expires: August 16, 2018

**SWORN STATEMENT**

STATE OF MICHIGAN)  
                   )SS  
 COUNTY OF WAYNE )

Invoice:                 262234  
 Project:                1218072

JIGNESH MADHANI being duly sworn, deposes and says: That INLAND WATERS POLLUTION CONTROL, INC. is the (contractor) for an Improvement to the following described real property situated in Oakland County, Michigan described as follows:

CITY OF NOVI  
 SANITARY SEWER REHABILITATION  
 AREAS B, C1 & G

That the following is a statement as of October 21, 2013 of each subcontractor and supplier and laborer 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 hereof are correctly and fully set forth opposite their names as follows:

Name of subcontractor supplier or laborer	Type of Improvement furnished	Total Contract Price	Amount Paid To Date	Amount Currently Owing	Balance to Complete
INLAND WATERS POLLUTION CONTROL, INC	MATLS / LABOR	620,892	593,677	27,215	0
ADVANCED UNDERGROUND INSPECTION	SUBCONTRACTOR	74,108	74,108	0	0
BLAZE CONTRACTING, INC.	SUBCONTRACTOR	3,170	3,170	0	0
CONSTRUCTION VIDEO MEDIA	SUBCONTRACTOR	5,031	5,031	0	0
INTERSTATE	SUBCONTRACTOR	59,997	59,997	0	0
<b>Totals:</b>		<b>620,892</b>	<b>593,677</b>	<b>27,215</b>	<b>0</b>

\*\*\*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 TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.\*\*\*

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor) (Subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) for the purpose of representing to the owner, lessee or mortgagee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above, and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570, 1109 of the Michigan Compiled Laws.

Deponent further says that Laborer wages, Fringe Benefits and Withholdings are paid, except: \_\_\_\_\_

\*\*\*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, 1110 OF THE MICHIGAN COMPILED LAWS.\*\*\*

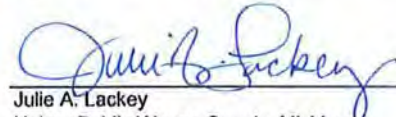
Date: October 21, 2013

INLAND WATERS POLLUTION CONTROL, INC.

By:   
 Jignesh Madhani, Vice President

Subscribed and sworn before me this

21ST day of OCTOBER, 2013

  
 Julie A. Lackey  
 Notary Public Wayne County, Michigan  
 My Commission Expires: August 16, 2018

INLAND WATERS POLLUTION CONTROL, INC.  
4086 Michigan Ave.  
Detroit, MI 48210

JOB: 1218072

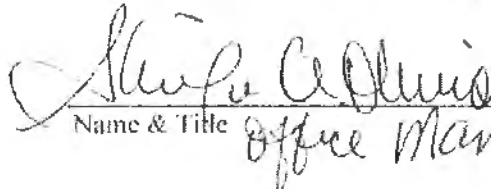
**FULL UNCONDITIONAL WAIVER**

I/we have a contract with: Advanced Underground Inspection, LLC  
to provide: Labor & Material  
for the improvement to the property described as:

**City of Novi, Michigan**  
Sanitary Sewer Rehabilitation  
Areas B, C1 & G

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

Advanced Underground Inspection, LLC

  
Name & Title **SHEILA OLIVID**  
*Office Manager*

ADDRESS: 38657 Webb Drive  
Westland, MI 48185  
PHONE: (734) 721-0081

DATE: 8-19-2013

**INLAND WATERS POLLUTION CONTROL, INC.**  
4086 Michigan Ave.  
Detroit, MI 48210

JOB: 1218072

**FULL UNCONDITIONAL WAIVER**

I/we have a contract with: **Blaze Contracting, Inc.**

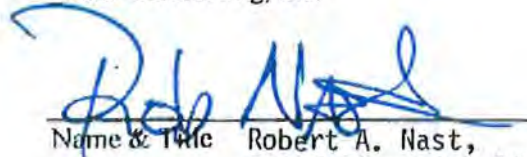
to provide: **Labor & Material**

for the improvement to the property described as:

**City of Novi, Michigan  
Sanitary Sewer Rehabilitation  
Areas B, C1 & G**

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

Blaze Contracting, Inc.



Name & Title **Robert A. Nast,  
Chief Financial Officer**

ADDRESS: **5640 St. Jean Street  
Detroit, MI 48213**  
PHONE: **(313) 361-1000**

DATE: **August 19, 2013**



INLAND WATERS POLLUTION CONTROL, INC.  
4086 Michigan Ave.  
Detroit, MI 48210

JOB: 1218072

**FULL UNCONDITIONAL WAIVER**

I/we have a contract with: Construction Video Media

to provide: Labor & Material

for the improvement to the property described as:

**City of Novi, Michigan**  
Sanitary Sewer Rehabilitation  
Areas B, C1 & G

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

Construction Video Media



Name & Title Dwight C. Spengler, President

ADDRESS: 111 East Newberry  
Romeo, MI 48065-0090  
PHONE: (800) 346-3342

DATE: 8/19/13



October 3, 2013

**City of Novi**  
**Interim Finance Director**  
45175 Ten Mile Road  
Novi, Michigan 48375

***Re: Sanitary Sewer Rehabilitation Contract – Areas B, C1, and G***  
***Payment of Subcontractor – Interstate Landscaping & Consulting***

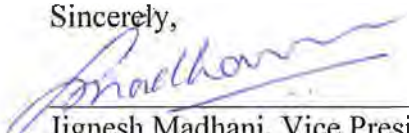
Dear Mr. Cardenas:

Inland Waters Pollution Control, Inc. (“Inland Waters”) as general contractor for the City of Novi Sanitary Sewer Rehabilitation Contract – Areas B, C1, and G (the “Project”), subcontracted with Interstate Landscaping & Consulting (“Interstate”) for restoration for the project. Interstate completed its work under the subcontract and invoiced Inland Waters for the total amount due of \$ 67,497.00, on October 10, 2012. On November 1, 2012, Inland Waters issued check no. 183738 to Interstate, which check was cashed by same on November 8, 2012, in full satisfaction of all amounts due with respect to the Project.

Subsequent to cashing check no. 183738, Inland Waters was informed that Interstate went out of business. Inland Waters did not obtain a waiver of lien for the Project, and is unable to obtain one at this time.

Based on all of the above, subject to receipt of Consent of Surety and all necessary closing documents, the City will release the final payment for the Project, in the amount of \$ 27,214.98 to Inland Waters, subject to Inland Waters’ agreement hereby to indemnify and hold harmless the City with respect to any claims that any persons or entities are entitled to payment for subcontracted materials or services provided by Interstate for the Project. Inland Waters agrees to indemnify and save harmless the City of Novi, its Council, officials, employees, and agents from and against any and all damages, losses, claims, suits, costs or other expense which the City may suffer, sustain or be subject to by other persons or parties claiming entitlement to payment for materials or services provided on the project in connection with the subcontract, including but not limited to costs and actual attorney’s fees.

Sincerely,

  
\_\_\_\_\_  
Jignesh Madhani, Vice President  
Inland Waters Pollution Control, Inc.

**VOID ANY INFORMATION ON A COLORED BACKGROUND NOT A WHITE BACKGROUND**


Inland Waters Pollution 4086 Michigan Ave Detroit, MI 48210	Regions Bank 5005 Woodway Sq 201 Houston TX 77054	61-373 CHECK NO 032	183738
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DATE	11/1/2012	EXACT AMOUNT	567,497.00
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BY \*\*\*\*\*SIXTY-SEVEN THOUSAND FOUR HUNDRED NINETY-SEVEN AND XX / 100 DOLLARS

PAY TO THE ORDER OF INTERSTATE LANDSCAPING & CONSULTING P O BOX 3561 BARRINGTON IL 60011	 AUTHORIZED SIGNATURE SECOND SIGNATURE REQUIRED FOR OVER \$25,000
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⑈ 183738 ⑆ 062203735 ⑆ 5990019490 ⑆

**SECURITY FEATURES**  
 COP-VOID PANTOGRAPH • MICROPRINTING • SECURITY PAPER WITH  
 TRUE WATERMARK, TONER ADHESION CHLORINE ACID  
 AND SOLVENT RESISTIVE FLUORESCENT FIBERS

110712 1202 46680002 416316

46680000416316 - 110712  
 BMO Harris Bank N.A. >071000288<  
 311 W Monroe  
 Chicago IL 60606

**PREVENT FORGERY**  
 KNOW YOUR ENDORSER • REQUIRE IDENTIFICATION

PAY TO THE ORDER OF INTERSTATE LANDSCAPING AND CONSULTING 407558973	SIGNATURE ADDRESS SIGNATURE
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Posting Date	2012 Nov 08
Amount	\$67,497.00
Account	5990019490
Check No	183738
DB/CR	D
Posting Seq No	9200071370
Teller Seq No	0000000000
Entry No	7620
RT/ABA	06220373
Item Bank	1
Posting T/C	70
Deposit Seq No	9200071138