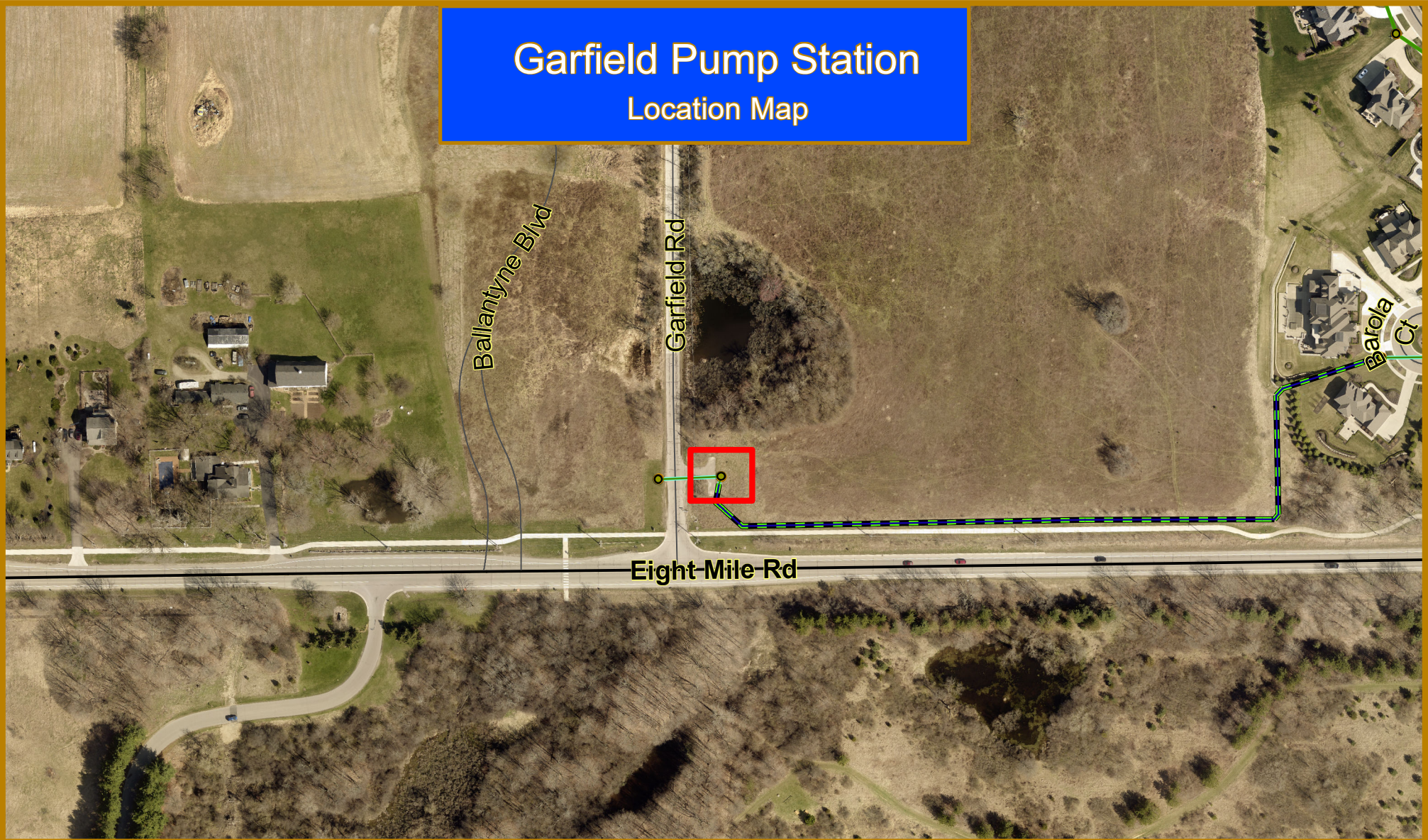


Garfield Pump Station Location Map



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

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

● Sanitary Manhole

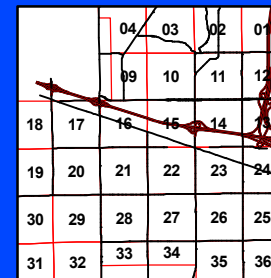
Sanitary GravityMain

SUBTYPE

— Collector

— Sanitary ForceMain

Project Area



City of Novi

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

0 60 120 240 360
Feet
1 inch = 209 feet



GARFIELD SANITARY PUMP STATION



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



After – Placement of Pump Station equipment



After – Placement of generator pad and natural gas generator



After – Final overall view of new station

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 23, 2024

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

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

Dear Mr. Staup:

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

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosure

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

CITY OF NOVI



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: GARFIELD SANITARY PUMP
STATION

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

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
17	Additional Tree Removal	LS	1	690	1.00	\$ 690.00	\$ 690.00				1.00	\$ 690.00	100%
18	Wetwell Drainpipe	LS	1	4837.54	1.00	\$ 4,837.54	\$ 4,837.54				1.00	\$ 4,837.54	100%
19	Excavate/Realign Wetwell and Vault Pipe	LS	1	20656.86	1.00	\$ 20,656.86	\$ 20,656.86				1.00	\$ 20,656.86	100%
20	Excavation and Adjustment of Bypass Valve	LS	1	16290.86	1.00	\$ 16,290.86	\$ 16,290.86				1.00	\$ 16,290.86	100%
21	Excavate/Realign Pump Discharges and	LS	1	13207.24	1.00	\$ 13,207.24	\$ 13,207.24				1.00	\$ 13,207.24	100%
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 55,682.50		\$ -		\$ 55,682.50		
TOTAL FROM OTHER SHEETS					\$ 341,600.00		\$ 266,833.18		\$ 17,499.21		\$ 266,833.18		
GRAND TOTAL					\$ 341,600.00		\$ 322,515.68		\$ 17,499.21		\$ 322,515.68		100%



CITY OF NOVI

PURCHASE ORDER NO.

97135

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

Section 2.

APPLICATION FOR FINAL PAYMENT

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

Original Contract Amount: \$ 341,600.00

Change Orders: \$ (19,084.32)

Adjusted Contract Amount to Date: \$ 322,515.68

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

MINUS Retainage:

MINUS Inspection "Crew Days": To Date

14.00

 \$ -
This Pay

1.50

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

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

--

 \$ -
\$ amount/day =

\$600

Subtotal: \$ 322,515.68

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

Subtotal: \$ 326,995.68

MINUS Amount of Previous Payments: \$ 285,152.35

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

BALANCE DUE THIS PAYMENT: \$ 41,843.33

CHANGE ORDERS

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

TOTAL: \$ (19,084.32)

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



CITY OF NOVI

Sheet 4 of 4

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

Section 3.

APPLICATION FOR FINAL PAYMENT

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

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

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

CSM Mechanical
CONTRACTOR - Electronic Signature Certification

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

OHM Advisors
CONSULTANT - Electronic Signature Certification

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

NEW CONTRACT ITEMS

[illegible]

Increase/Decrease in Contract Price	-\$74,766.82
Original Contract Amount	\$341,600.00
Sum of Previous Approved Change Orders	\$55,682.50
Revised Contract Amount	\$322,515.68

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT TIME BY:

Accepted By: _____

Prepared By: _____

Reviewed By: _____
Aaron J. Staup, Construction Engineer

Approved By: _____
Tracey Marzonie, Purchasing Manager

 AIA® Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. B 1265965

PROJECT: *(Name and address)*

Garfield Sanitary Pump Station Improvements

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

Garfield Sanitary Pump Station Improvements

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

City of Novi

45175 West Ten Mile Rd. Novi, MI 48375

CONTRACT DATED:

September 22nd 2022

SURETY ☐

OTHER ☐

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

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

, SURETY,

on bond of

(Insert name and address of Contractor)

CSM Mechanical, LLC

1235 Holden Ave. Milford, MI 48381

, CONTRACTOR,

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

City of Novi

45175 West Ten Mile Rd. Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

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

July 16th 2024

Selective Insurance Company of America
(Surety)

(Signature of authorized representative)

Attest:

(Seal)

Barry W Berman, Attorney-in-Fact

(Printed name and title)

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

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040511 AC044

POWER OF ATTORNEY

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

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

does hereby appoint **Barry W Berman**

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

Signed this 16th day of July, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

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

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

Notary Public



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

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

CERTIFICATION

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

Signed this 16th day of July, 2024

Michael H. Lanza, SICA Corporate Secretary



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

B91 (4-14)

CERTIFIED COPY



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF _____

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

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

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

Garfield ary Pump Station
(Description of Improvement)

located at: 20750 Garfield Rd

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

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

SCHEDULE B - CONTRACTORS SWORN STATEMENT

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

RECAPITULATION

Amount of Original Contract: \$341,600.00

Plus: Extras to Contract: \$55,682.50

Total: Contract plus Extras: \$397,282.50

Less: Credits to Contract: \$74,766.82

Total: Adjusted Contract: \$322,515.68

Work Completed to Date: \$322,515.68

Less: Total Retainage:

Less: Amount Previously Paid: \$285,152.35

Less: Amount of this Request: \$41,843.33

Total Balance Due: -\$4,480.00



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with CSM to provide
(Prime Contracting Party)
Paving work for the improvement of the property
(Type of service)

described as Garfield Sanitary Pump Station
(Project Name)

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

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

Signed on: 7/9/24 Pete Behrend
(Signature of Lien Claimant)

Pete Behrend
(Printed Name of Lien Claimant)

Controller
(Title of Lien Claimant)

Company Name: Best Asphalt Inc

Address: 6334 Beverly Plaza Romulus

Telephone: 7347299440

Mi.
48174

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Garfield Sanitary Pump Station
(Project Name)

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

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

Signed on: July 10, 2024

Samantha McKeague
(Signature of Lien Claimant)

Samantha McKeague
(Printed Name of Lien Claimant)

Credit Associate
(Title of Lien Claimant)

Company Name: Core & Main L.P.

Address: 1830 Craig Park Ct., St. Louis, MO 63146

Telephone: 314-432-4700

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Garfield Sanitary Pump Station
(Project Name)

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

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

Signed on:

7/10/2024

[Signature]

(Signature of Lien Claimant)

Matthew Mamo

(Printed Name of Lien Claimant)

project manager

(Title of Lien Claimant)

Company Name: Mattic, Inc.

Address: 2488 Pearson, Milford, MI 48380

Telephone: 248-736-7751

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