



**CITY OF NOVI CITY COUNCIL  
JUNE 26, 2023**

**SUBJECT:** Approval of the final payment to Bidigare Contractors, Inc. for the Ten Mile Road Water Main, Sidewalk, Culvert & Headwall at Wixom Road project, in the amount of \$29,736.76, plus interest earned on retainage.

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 21,099.21 (retainage) – Water Main</b> <b>\$ 1,205.66 (retainage) – Sidewalk</b> <b>\$ 6,781.89 (retainage) – Culvert &amp; Headwall (Drains)</b> <b><u>\$ 650.00 (expense) – Culvert &amp; Headwall (Drains)</u></b> <b>\$ 29,736.76 Total</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 1,152.00 Culvert &amp; Headwall (Drains)</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>211-445.00-975.225 – Culvert &amp; Headwall (Drains)</b>

**BACKGROUND INFORMATION:**

The Ten Mile Road Water Main and Sidewalk project consisted of water main and sidewalk construction, culvert extension, and headwall installation. The water main portion of the project included installation of approximately 1,250 feet of 12-inch water main to fill two previous gaps in the water main system along the north side of Ten Mile Road. This was the recommendation of the 2014 Water System Master Plan to improve pressure and redundancy for the subdivisions in the area. One location was crossing Wixom Road, and the other was west of Wixom Road, along the frontage of Oak Pointe Church.

The project also completed two sidewalk gaps that existed on the north side of Ten Mile Road; Segment 49, which was just west of the Wixom Road intersection, and Segment 159, which was along the frontage of Oak Pointe Church. These segments now complete the non-motorized connectivity on the north side of Ten Mile Road, from Napier Road to Haggerty Road.

The construction contract was approved at the August 9, 2021, City Council meeting to Bidigare Contractors, Inc., in the amount of \$519,872.00. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$29,736.76 that is due to the Contractor. The City Attorney

reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, June 7, 2023).

There were three (3) approved change orders issued, resulting in an overall increase of \$62,152.19, or 12.0% over the awarded amount. The approved change orders resulted in a final contract price of \$582,024.19.

**RECOMMENDED ACTION:** Approval of the final payment to Bidigare Contractors, Inc., for the Ten Mile Road Water Main, Sidewalk, Culvert & Headwall at Wixom Road project, in the amount of \$29,736.76, plus interest earned on retainage.

# Ten Mile Road at Wixom Road Water Main and Sidewalk Project

## Location Map



Map Author: Rebecca Runkel  
 Date: 7/23/21  
 Project: 10 Mile Rd Water Main & Sidewalk  
 Version #: 1.0

### MAP INTERPRETATION NOTICE

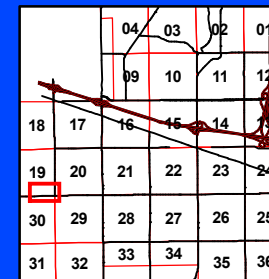
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.

### Map Legend

	Water Hydrant		Open Drain
	Proposed 12" Water Main		Proposed 6' Sidewalk

**Online**

	6"
	8"
	12"



## City of Novi

Engineering Division  
 Department of Public Works  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



ELIZABETH KUDLA SAARELA  
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ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

June 7, 2023

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

**Re: *Ten Mile Water Main – Bidigare Contractors, Inc.***

Dear Mr. Staup:

We have received and reviewed closing documents for the Ten Mile Water Main Project:

1. Applications for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety to Final Payment
5. Maintenance Bond for Increased Contract Amount

The closing documents appear to be in order. The Maintenance Bond has been increased to include the final project cost and is adequate. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

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



# CITY OF NOVI

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

Balance Due This Payment = \$ 29,736.76

PURCHASE ORDER NO. 96732

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b>	10 Mile Water Main, Sidewalk, Culvert, Headwall at Wixom Road	<b>NOVI PROJECT NO.:</b>	21-1101	<b>PAYMENT NO.:</b>	FINAL
		<b>CIP NO.:</b>	N/A		
<b>OWNER:</b>	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b>	AECOM-Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	<b>CONTRACTOR:</b>	Bidigare Contractors, Inc. 939 South Mill Street Plymouth, Michigan 48170 (248) 735-1113
<b>CONTRACT AMOUNT</b>		<b>FINAL COMPLETION DATES</b>		<b>DATES OF ESTIMATE</b>	
<b>ORIGINAL:</b>	\$519,872.00	<b>ORIGINAL:</b>	June 30, 2022	<b>FROM:</b>	July 1, 2022
<b>REVISED:</b>	\$582,024.19	<b>REVISED:</b>		<b>TO:</b>	April 10, 2023

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 1 - WATER MAIN GL# 592-536.00-976.017 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	Crew Days - Division 1 - Water Main	CD	12.00	\$ 700.00	\$ 8,400.00	15.00	\$ 700.00	\$ 10,500.00	0.50	\$ 350.00	3%	22.00	\$ 15,400.00	147%
0	Crew Days - Division 2 - Sidewalk	CD	4.00	\$ 700.00	\$ 2,800.00	4.00	\$ 700.00	\$ 2,800.00				7.50	\$ 5,250.00	188%
0	Crew Days - Division 3 - Culvert	CD	9.00	\$ 700.00	\$ 6,300.00	9.00	\$ 700.00	\$ 6,300.00				9.00	\$ 6,300.00	100%
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		
	<b>TOTAL CREW DAYS</b>		<b>25.00</b>	<b>\$ 700.00</b>	<b>\$ 17,500.00</b>	<b>28.00</b>	<b>\$ 700.00</b>	<b>\$ 19,600.00</b>	<b>0.50</b>	<b>\$ 350.00</b>	<b>2%</b>	<b>38.50</b>	<b>\$ 26,950.00</b>	<b>138%</b>
1	Mobilization	LS	1.00	\$ 17,566.67	\$ 17,566.67	1.00	\$ 17,566.67	\$ 17,566.67				1.00	\$ 17,566.67	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$ 316.67	\$ 316.67	1.00	\$ 316.67	\$ 316.67				1.00	\$ 316.67	100%
3	Curb and Gutter, Conc, Det 3E	LF	23.00	\$ 69.00	\$ 1,587.00	34.50	\$ 69.00	\$ 2,380.50				34.50	\$ 2,380.50	100%
4	Agg Base, 21AA Limestone, 8-inch	SY	37.50	\$ 12.00	\$ 450.00	54.00	\$ 12.00	\$ 648.00				54.00	\$ 648.00	100%
5	Pavement, Remove	SY	43.50	\$ 22.00	\$ 957.00	36.00	\$ 22.00	\$ 792.00				36.00	\$ 792.00	100%
6	HMA, 5E1	TON	8.00	\$ 257.00	\$ 2,056.00	8.00	\$ 257.00	\$ 2,056.00				8.00	\$ 2,056.00	100%
7	HMA, 4E1	TON	10.00	\$ 205.00	\$ 2,050.00	10.00	\$ 205.00	\$ 2,050.00				10.00	\$ 2,050.00	100%
8	HMA, 3E1	TON	10.00	\$ 205.00	\$ 2,050.00	10.00	\$ 205.00	\$ 2,050.00				10.00	\$ 2,050.00	100%
9	Erosion Control, Silt Fence	LF	435.00	\$ 2.00	\$ 870.00	245.50	\$ 2.00	\$ 491.00				245.50	\$ 491.00	100%
10	Erosion Control, Check Dam, Stone	LF	7.50	\$ 31.00	\$ 232.50	0.00	\$ 31.00	\$ -				0.00		
11	Curb and Gutter, Remove	LF	23.00	\$ 16.00	\$ 368.00	34.50	\$ 16.00	\$ 552.00				34.50	\$ 552.00	100%
12	Sidewalk Ramp, Conc, 6-inch	SF	280.00	\$ 21.00	\$ 5,880.00	162.75	\$ 21.00	\$ 3,417.75				162.75	\$ 3,417.75	100%
13	Detectable Warning Surface	LF	6.00	\$ 65.00	\$ 390.00	11.75	\$ 65.00	\$ 763.75				11.75	\$ 763.75	100%
14	Maintaining Traffic	LS	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00				1.00	\$ 20,000.00	100%
15	Surface Restoration	STA	3.70	\$ 4,500.00	\$ 16,650.00	3.70	\$ 4,500.00	\$ 16,650.00				3.70	\$ 16,650.00	100%
16	Fire Hydrant Assembly, Install	EA	2.00	\$ 6,650.00	\$ 13,300.00	2.00	\$ 6,650.00	\$ 13,300.00				2.00	\$ 13,300.00	100%
17	WM, Abandon, Flowable Fill, 12-inch	LF	16.00	\$ 53.00	\$ 848.00	0.00	\$ 53.00	\$ -				0.00		
18	Gate Valve and Well, 12-inch	EA	1.00	\$ 10,100.00	\$ 10,100.00	1.00	\$ 10,100.00	\$ 10,100.00				1.00	\$ 10,100.00	100%
19	WM, Open Cut, DI, 12-inch	LF	72.00	\$ 224.00	\$ 16,128.00	28.00	\$ 224.00	\$ 6,272.00				28.00	\$ 6,272.00	100%
20	WM, DD HDPE, 12-inch	LF	1184.00	\$ 130.00	\$ 153,920.00	1227.00	\$ 130.00	\$ 159,510.00				1227.00	\$ 159,510.00	100%
21	WM, Connect to Existing	EA	6.00	\$ 7,360.00	\$ 44,160.00	6.00	\$ 7,360.00	\$ 44,160.00				6.00	\$ 44,160.00	100%
22	Permit Allowance	LS	1.00	\$ 1,020.00	\$ 1,020.00	0.92	\$ 1,020.00	\$ 933.33				0.92	\$ 933.33	100%

TOTAL THIS SHEET \$ 310,899.84 \$ 304,009.67 \$ - \$ 304,009.67 100%



# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 10 Mile Water Main, Sidewalk, Culvert, Headwall at Wixom Road     **NOVI PROJECT NO.:** 21-1101     **PAYMENT NO.:** FINAL  
**CIP NO.:** N/A

### SECTION 1.

### COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 2 - SIDEWALK GL # 204-446.00-974.489 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	%
23	Mobilization	LS	1.00	\$ 17,566.66	\$ 17,566.66	1.00	\$ 17,566.66	\$ 17,566.66				1.00	\$ 17,566.66	100%
24	Pre-Construction Audio-Visual	LS	1.00	\$ 316.67	\$ 316.67	1.00	\$ 316.67	\$ 316.67				1.00	\$ 316.67	100%
25	Sidewalk, Conc, 4-inch	SF	3336.00	\$ 7.00	\$ 23,352.00	3336.00	\$ 7.00	\$ 23,352.00				3336.00	\$ 23,352.00	100%
26	Agg Base, 21AA Limestone, 8-inch	SY	37.50	\$ 12.00	\$ 450.00	0.00	\$ 12.00					0.00		
27	Pavement, Remove	SY	43.50	\$ 22.00	\$ 957.00	14.00	\$ 22.00	\$ 308.00				14.00	\$ 308.00	100%
28	Subgrade Undercutting, Special 1X3	CY	5.00	\$ 60.00	\$ 300.00	3.89	\$ 60.00	\$ 233.40				3.89	\$ 233.40	100%
29	Grading	STA	6.00	\$ 1,830.00	\$ 10,980.00	6.00	\$ 1,830.00	\$ 10,980.00				6.00	\$ 10,980.00	100%
30	Erosion Control, Silt Fence	LF	435.00	\$ 2.00	\$ 870.00	245.50	\$ 2.00	\$ 491.00				245.50	\$ 491.00	100%
31	Erosion Control, Check Dam, Stone	LF	7.50	\$ 31.00	\$ 232.50	0.00	\$ 31.00					0.00		
32	Sidewalk, Remove	SY	28.00	\$ 12.00	\$ 336.00	33.30	\$ 12.00	\$ 399.60				33.30	\$ 399.60	100%
33	Surface Restoration	STA	3.70	\$ 4,500.00	\$ 16,650.00	3.70	\$ 4,500.00	\$ 16,650.00				3.70	\$ 16,650.00	100%
34	Tree, Remove, 6-inch to 18-inch	EA	3.00	\$ 2,000.00	\$ 6,000.00	5.00	\$ 2,000.00	\$ 10,000.00				5.00	\$ 10,000.00	100%
35	Stump, Remove, 37-inch or Larger	EA	1.00	\$ 458.00	\$ 458.00	1.00	\$ 458.00	\$ 458.00				1.00	\$ 458.00	100%
36	Post, Mailbox	EA	1.00	\$ 200.00	\$ 200.00	0.00	\$ 200.00					0.00		
37	Permit Allowance	LS	1.00	\$ 1,020.00	\$ 1,020.00	0.92	\$ 1,020.00	\$ 933.33				0.92	\$ 933.33	100%
TOTAL FROM THIS SHEET				\$ 79,688.83		\$ 81,688.66	\$ -		\$ 81,688.66					
TOTAL FROM OTHER SHEET				\$ 310,899.84		\$ 304,009.67	\$ -		\$ 304,009.67					
SUBTOTAL				\$ 390,588.67		\$ 385,698.33	\$ -		\$ 385,698.33				\$	100%



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## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 10 Mile Water Main, Sidewalk, Culvert, Headwall at Wixom Road      **NOVI PROJECT NO.:** 21-1101      **PAYMENT NO.:** FINAL  
**CIP NO.:** N/A

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

Item No.	DIVISION 3 - CULVERT-HEADWALL GL# 211-445.0-975.225 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	%
38	Mobilization	LS	1.00	\$ 17,566.66	\$ 17,566.66	1.00	\$ 17,566.66	\$ 17,566.66				1.00	\$ 17,566.66	100%
39	Pre-Construction Audio-Visual	LS	1.00	\$ 316.67	\$ 316.67	1.00	\$ 316.67	\$ 316.67				1.00	\$ 316.67	100%
40	Sewer, CI IV, 12-inch, Tr Det A	LF	19.00	\$ 80.00	\$ 1,520.00	66.00	\$ 80.00	\$ 5,280.00				66.00	\$ 5,280.00	100%
41	Culv. CI A, CSP, 48-inch	LF	24.00	\$ 1,400.00	\$ 33,600.00	24.00	\$ 1,400.00	\$ 33,600.00				24.00	\$ 33,600.00	100%
42	Dr Structure Cover, Type E	EA	1.00	\$ 320.00	\$ 320.00	1.00	\$ 320.00	\$ 320.00				1.00	\$ 320.00	100%
43	Dr Structure, 48-inch Diameter	EA	1.00	\$ 4,470.00	\$ 4,470.00	1.00	\$ 4,470.00	\$ 4,470.00				1.00	\$ 4,470.00	100%
44	Rip-Rap, Heavy	SY	20.00	\$ 140.00	\$ 2,800.00	20.00	\$ 140.00	\$ 2,800.00				20.00	\$ 2,800.00	100%
45	Fence, Chain Link, 60-inch	LF	20.00	\$ 50.00	\$ 1,000.00	20.00	\$ 50.00	\$ 1,000.00	20.00	\$ 1,000.00	100%	20.00	\$ 1,000.00	100%
46	Precast Concrete Headwall	LS	1.00	\$ 66,670.00	\$ 66,670.00	1.00	\$ 66,670.00	\$ 66,670.00				1.00	\$ 66,670.00	100%
47	Permit Allowance	LS	1.00	\$ 1,020.00	\$ 1,020.00	0.92	\$ 1,020.00	\$ 933.33				0.92	\$ 933.33	100%
TOTAL FROM THIS SHEET				\$ 129,283.33		\$ 132,956.66	\$ 1,000.00		\$ 132,956.66					
TOTAL FROM OTHER SHEETS				\$ 390,588.67		\$ 385,698.33	\$ -		\$ 385,698.33					
SUBTOTAL				\$ 519,872.00		\$ 518,654.99	\$ 1,000.00		\$ 518,654.99				100%	



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## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 10 Mile Water Main, Sidewalk, Culvert, Headwall at Wixom Road  
**NOVI PROJECT NO.:** 21-1101  
**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	%
48	Tree, Remove, 6-inch to 18-inch	EA	1	592-592.00-976.017	10.00	\$ 2,000.00	\$ 20,000.00				10.00	\$ 20,000.00	100%
49	Tree, Remove, 6-inch to 18-inch	EA	3	210-211.00-865.225	13.00	\$ 2,000.00	\$ 26,000.00				13.00	\$ 26,000.00	100%
50	Rip-Rap, Heavy	SY	2	204-204.00-947.489	97.78	\$ 140.00	\$ 13,689.20				97.78	\$ 13,689.20	100%
51	Sewer, CI IV, 12-inch, Tr Det A	LF	2	204-204.00-947.489	46.00	\$ 80.00	\$ 3,680.00				46.00	\$ 3,680.00	100%
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				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	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 63,369.20		\$ -		\$ 63,369.20		
TOTAL FROM OTHER SHEETS					\$ 519,872.00		\$ 518,654.99		\$ 1,000.00		\$ 518,654.99		
<b>GRAND TOTAL</b>					<b>\$ 519,872.00</b>		<b>\$ 582,024.19</b>		<b>\$ 1,000.00</b>		<b>\$ 582,024.19</b>	<b>100%</b>	





**CITY OF NOVI**

**PURCHASE ORDER NO.**

**96732**

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

**Section 2.**

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** 10 Mile Water Main, Sidewalk, Culvert, Headwall at Wixom Road  
**NOVI PROJECT NO.:** 21-1101  
**CIP NO.:** N/A  
**PAYMENT NO.:** FINAL

**Original Contract Amount:** \$ 519,872.00  
**Change Orders:** \$ 62,152.19  
**Adjusted Contract Amount to Date:** \$ 582,024.19  
**Total Cost of Work Performed to Date:** \$ 582,024.19  
**MINUS Retainage:** \$ -  
**MINUS Inspection "Crew Days":** To Date \$ 7,350.00  
This Pay \$ 0.50  
**Net Amt. Earned of Contract and Extra Work to Date:** \$ 574,674.19  
**MINUS L.D.'s:** # of days over = \$ -  
\$ amount/day = \$600  
**Subtotal:** \$ 574,674.19  
**ADD Incentive "Crew Days", if under:** \$ -  
**Subtotal:** \$ 574,674.19  
**MINUS Amount of Previous Payments:** \$ 544,937.43  
1 \$ 385,641.82  
2 \$ 159,295.61  
3 \$ -  
4 \$ -  
5 \$ -  
6 \$ -  
7 \$ -  
8 \$ -  
9 \$ -  
10 \$ -  
**BALANCE DUE THIS PAYMENT:** \$ **29,736.76**

**CHANGE ORDERS**

No.	Date		Amount
1	April 11, 2022	\$	47,346.85
3	May 18, 2022	\$	14,820.55
4	June 30, 2020	\$	(15.21)
5			
6			
7			
8			
9			
10			

**TOTAL: \$ 62,152.19**

Inspection "Crew Days" Allowed per Contract:	25.00
Additional "Crew Days" per Change Orders:	3.00
Total Inspection "Crew Days" Allowed:	28.00
Inspection "Crew Days" Used to Date:	38.50
Inspection "Crew Days" Remaining:	-10.50



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**Section 3.**

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b>	10 Mile Water Main, Sidewalk, Culvert, Headwall at Wixom Road	<b>NOVI PROJECT NO.:</b>	21-1101	<b>PAYMENT NO.:</b>	FINAL
		<b>CIP NO.:</b>	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**

[Signature Box]

**Bidigare Contractors, Inc.**  
CONTRACTOR - Electronic Signature Certification

[Signature Box]

**Aaron J. Staup, Construction Engineer**  
Electronic Signature Certification

[Signature Box]

**AECOM-Great Lakes**  
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.

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

Owner  
Architect  
Contractor  
Surety  
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. HGMW-25-177-1953

**PROJECT:** Ten Mile Road Water Main and Sidewalk Near Wixom Road  
(name, address)

**TO:** (Owner)  
City of Novi  
26300 Lee BeGole Dr  
Novi, MI 48375

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** Contract Bond

**CONTRACT DATE:**

**CONTRACTOR:**

Bidigare Contractors, Inc.  
939 S. Mill Street  
Plymouth, MI 48170

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

, SURETY COMPANY

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

Bidigare Contractors, Inc.  
939 S. Mill Street  
Plymouth, MI 48170

, 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  
26300 Lee BeGole Dr  
Novi, MI 48375

, OWNER,

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

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

25th day of April, 2023

Surety Company  
Hudson Insurance Company

  
Signature of Authorized Representative

Attest:  
(Seal):



Susan L. Small, Attorney-In-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small, John L. Budde of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 20 22 at New York, New York.

Attest: [Signature] Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY By: [Signature] Michael P. Cifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 3rd day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 25th day of April, 2023



By: [Signature] Dina Daskalakis, Corporate Secretary

# Maintenance Bond

Bond No. HGMW-25-177-1953

KNOW ALL MEN BY THESE PRESENTS, That we Bidigare Contractors, Inc., 939 S. Mill Street,  
Plymouth, MI 48170

as Principal, and Hudson Insurance Company, a Surety Corporation organized under the laws  
of the State of Delaware and duly authorized to do business in the State of Michigan

City of Novi, 26300 Lee BeGole Dr, Novi, MI 48375, as Surety, are held and firmly bound unto

as Obligee, in the penal sum of Five Hundred Eighty-two Thousand Twenty-four And 19/100  
( \$582,024.19 )

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.

Sealed with our seals and dated the 22nd day of March, 2023.

WHEREAS, the said Principal entered into a contract with the City of Novi

dated \_\_\_\_\_  
for Ten Mile Road Water Main and Sidewalk Near Wixom Road

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for  
the period of 1 year(s) after approval of the final estimate on said job, by the owner, against all  
defects in workmanship and materials which may become apparent during said period, and

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal  
shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or  
workmanship which become apparent during the period of 1 years from and after Date of final acceptance  
then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal and Surety have caused these presents to be signed and  
their seals to be hereunto affixed the day and year first above written.

Witness:

Bidigare Contractors, Inc.

BY: [Signature]

PRINCIPAL

Hudson Insurance Company

BY: [Signature]

Susan L Small ATTORNEY-IN-FACT



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small, John L. Budde of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 2022 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 22nd day of March, 2023

By: Dina Daskalakis, Corporate Secretary



# 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 Wayne

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

Project manager of the Bidigare Contractors, Inc.  
(Title) (Firm Name)

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

10 mile water main, sidewalk, culvert, headwall at Wixom Rd  
(Description of Improvement)

located at: 10 mile & Wixom Rd, City of Novi

The total amount of the contract is \$582,024.19 of which I have received payment of \$515,835.46 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.

Signed this 28 day of March, 2023

Name: Bidigare, Contractors, Inc.  
(individual/corporation/partnership)

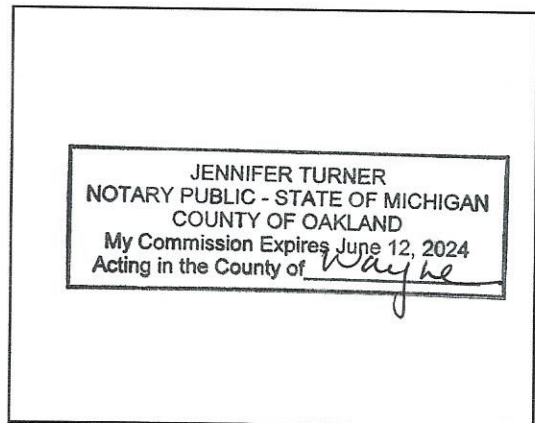
By: [Signature]  
(Title)

Attest: [Signature]  
(Title)

Subscribed and sworn to before me this 28 day of March, 2023

Notary Public: [Signature]

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	Accumulative Retainage to Date	Balance Due
ETNA	Pipe + Fittings	\$64,000.00	\$64,000.00	\$0.00	#DIV/0!	\$0.00
Core & Main	Str's, Valves, Hys	\$40,000.00	\$40,000.00	\$0.00	#DIV/0!	\$0.00
Northern Conc.	Str's & Handrail	\$23,050.00	\$23,050.00	\$0.00	#DIV/0!	\$0.00
Finishing Pack	AV	\$950.00	\$950.00	\$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
					#DIV/0!	\$0.00
<b>TOTALS</b>		\$0.00	\$0.00	\$0.00		\$0.00

### RECAPITULATION

Amount of Original Contract: \$537,372.00

Plus: Extras to Contract: \$44,652.19

Total: Contract plus Extras: \$582,024.19

Less: Credits to Contract: \$0.00

Total: Adjusted Contract: \$582,024.19

Work Completed to Date: \$544,937.43

Less: Total Retainage: \$29,101.97

Less: Amount Previously Paid: \$515,835.46 \$0.00

Less: Amount of this Request: \$1000.00

Total Balance Due: \$30,101.97 \$0.00

**NORTHERN CONCRETE PIPE**



# Northern Concrete Pipe, Inc.

Bay City  
401 Kelton Street  
Bay City, MI 48706  
989 892 3545  
989 892 3533 fax

Clarkston  
4750 White Lake Road  
Clarkston, MI 48346  
248 795 2431  
248 795 2463 fax

Grand Rapids  
2701 Chicago Drive SW  
Wyoming, MI 49519  
616 608 6025  
616 608 7807 fax

Lansing  
5281 Lansing Road  
Charlotte, MI 48813  
517 645 2777  
571 645 7774 fax

Toledo  
3756 Centennial Road  
Sylvania, OH 43560  
419 841 3361  
419 841 3321 fax

## FULL UNCONDITIONAL WAIVER OF LIEN

FOR A VALUABLE CONSIDERATION, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive, release and relinquish any and all claims or right of lien which the undersigned now have upon the premises known and described as 10 MILE ROAD WATER MAIN – NOVI, MI, for material furnished in the construction, alteration or improvements upon said premises through the date of signature to BIDIGARE

### CONTRACTORS

NORTHERN CONCRETE PIPE, INC.

By Lauren Garver  
Lauren Garver, Accounts Receivable  
Northern Concrete Pipe Inc  
401 Kelton Street  
Bay City MI 48706  
(989) 892-3545, ext 121  
lauren@ncp-inc.com

Signed on: April 25, 2023

Orig Bidigare Contractors  
939 S Mill Street  
Plymouth, MI 48170

Cc jordon@bidigarecontractors.com



Credit Department  
4901 Clay Ave  
Grand Rapids MI 49548

Phone: 616-514-5236

FULL UNCONDITIONAL LIEN WAIVER

Etna Supply Company has a contract with *Bidigare Contractors Inc.* to provide *pipe & fittings* for the improvements of the property described as *Novi 10 Mile WM* has been fully paid and satisfied. By signing this waiver, all of Etna Supply Company's construction lien rights against the described property are waived and released.

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

ETNA SUPPLY COMPANY

March 20, 2023

By: *Vonda VanderStel*  
Vonda VanderStel      *Credit Rep.*

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

Grand Rapids, Wixom, Holland, Traverse City, Sault Ste Marie, Saginaw, Grand Ledge, Kalamazoo  
Muskegon, Mt Pleasant, Battle Creek, Chesterfield Twp, Jackson, Flint    South Bend, IN    Toledo, OH

**FULL UNCONDITIONAL WAIVER**

FTPV 22052

MY/OUR CONTRACT WITH Bidigare Contracting  
(OTHER CONTRACTING PARTY)

TO PROVIDE AUDIO VISUAL DOCUMENTATION

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

Ten Mile Road Water Main and Sidewalk near Wixom Road \_\_\_\_\_

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION  
LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

FINISHING TOUCH PHOTO & VIDEO

Cynthia Hurley Digitally signed by Cynthia Hurley  
Date: 2023.04.26 14:10:58 -04'00'

(SIGNATURE OF LIEN CLAIMANT)

SIGNED ON: 4/26/2023

NAME: C. Hurley

TITLE: President

ADDRESS: 25095 25 Mile Road  
Chesterfield, MI 48051

TELEPHONE NO.: 586.749.3340

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS

## FULL UNCONDITIONAL WAIVER

Our contract with BIDIGARE CONTRACTORS, INC.  
to provide WATER/SEWER PIPE & SUPPLIES for the improvement of the  
property described as: Novi- 10 Mile Water Main and Sidewalk Project- 939 Mill St.,  
Plymouth, MI 48170 has been fully paid and satisfied, all my/our construction lien  
rights against such property are hereby waived and released.

CORE & MAIN  
BY: Samantha McKeague  
Credit Associate  
Sam McKeague

(Signature of lien claimant)

ADDRESS: PO Box 28330  
St. Louis MO 63146  
800-893-9150 Ext 201

Signed on: March 20, 2023  
(Date)

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