



**CITY OF NOVI CITY COUNCIL**  
**SEPTEMBER 11, 2023**

**SUBJECT:** Consideration of approval of the final payment to L. D'Agostini & Sons, Inc. for the West Oaks Lift Station Abandonment and I-96 Sanitary Sewer Crossing project, in the amount of \$148,396.62, plus interest earned on retainage.

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 108,809.87 Expense</b> <b>\$ 39,586.75 Retainage</b> <b>\$ 148,396.62 Total</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 996,539.00 FY 2022-23 Budget</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>592-536.00-976.071</b>

**BACKGROUND INFORMATION:**

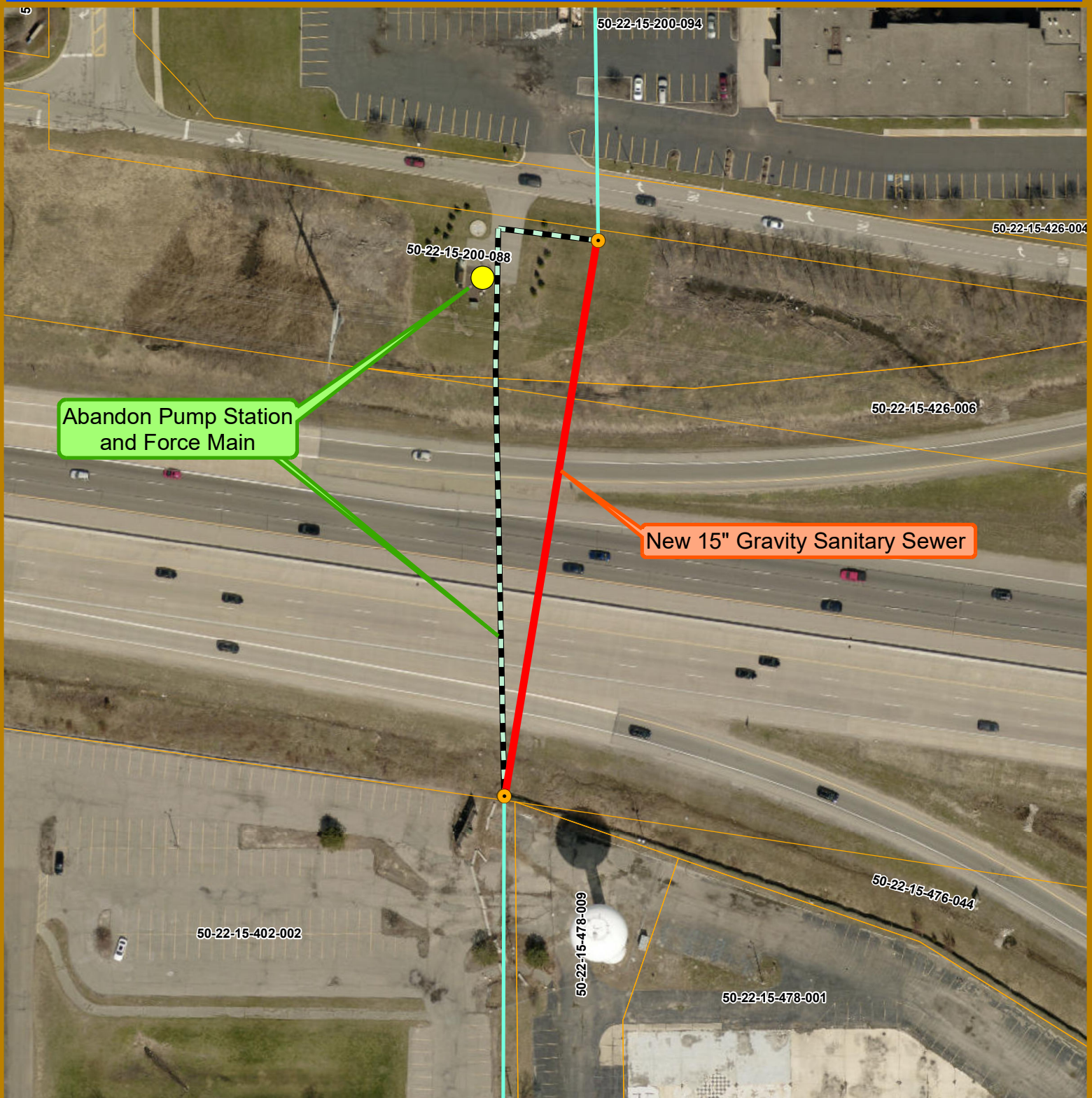
This project involved the construction of a 15-inch diameter gravity sanitary sewer under I-96, which would allow the abandonment of the existing West Oaks sanitary sewer pump station and force main. The pump station was constructed in the 1990's following the collapse of the gravity sewer serving this area. Since pump stations require a significant amount of maintenance, replacement of the force main with a gravity sewer greatly reduces the time and money spent on preservation. The new sewer was bored under I-96, to avoid disruption of the existing infrastructure.

The construction contract was approved at the February 28, 2022, City Council meeting to L. D'Agostini & Sons, Inc., in the amount of \$791,735.00. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$148,396.62 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, August 16, 2023).

There was one (1) approved change order issued resulting in an overall decrease of \$43,365.13 or 5.5% under the awarded amount. This approved change order resulted in a final contract price of \$748,369.87.

**RECOMMENDED ACTION:** Approval of the final payment to L. D'Agostini & Sons, Inc., for the West Oaks Lift Station Abandonment and I-96 Sanitary Sewer Crossing project, in the amount of \$148,396.62, plus interest earned on retainage.

# I-96 Sanitary Sewer Crossing and West Oaks Pump Station Abandonment

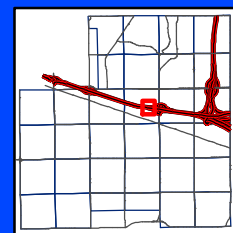


Map Author: Humna Anjum  
 Date: 1/12/2021  
 Project: I96 SS/West Oaks PS  
 Version #: 1.1

**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

- Sanitary Lift Station
- Sanitary Manhole
- Force Main**
- 8"
- Gravity Main**
- 15"



### City of Novi

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



ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
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www.rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

August 16, 2023

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

**Re: *I-96 Sewer Crossing and West Oaks Pump Station Abandonment – L. D’Agostini & Sons, Inc.***

Dear Mr. Staup:

We have received and reviewed closing documents for the I-96 Sewer Crossing and West Oaks Pump Station Abandonment 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 that was originally provided is satisfactory for the final project cost. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

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





# CITY OF NOVI

Balance Due This Payment = \$ 148,396.62

PURCHASE ORDER NO.

96915

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b>	I-96 Sewer Crossing & West Oaks Pump Station Abandonment	<b>NOVI PROJECT NO.:</b>	22-1201	<b>PAYMENT NO.:</b>	FINAL REVISÉ
		<b>CIP NO.:</b>	WTS035		
<b>OWNER:</b>	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b>	OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	<b>CONTRACTOR:</b>	L. D'Agostini & Sons, Inc. 15801 23 Mile Road Macomb, Michigan 48042 (586) 781-5800
<b>CONTRACT AMOUNT</b>		<b>FINAL COMPLETION DATES</b>		<b>DATES OF ESTIMATE</b>	
<b>ORIGINAL:</b>	\$791,735.00	<b>ORIGINAL:</b>	November 22, 2022	<b>FROM:</b>	February 26, 2023
<b>REVISED:</b>	\$748,369.87	<b>REVISED:</b>		<b>TO:</b>	June 30, 2023

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	I-96 Sewer Crossing & West Oaks PS - Base Bid GL# 592-536.00-976.071			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1 - Base Bid	CD		50.00	\$ 700.00	\$ 35,000.00	58.50	\$ 700.00	\$ 40,950.00	3.00	\$ 2,100.00	5%	58.50	\$ 40,950.00	100%
0	Crew Days - Division 2	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 3	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 4	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
0	Crew Days - Division 5	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
	<b>TOTAL CREW DAYS</b>			<b>50.00</b>	<b>\$ 700.00</b>	<b>\$ 35,000.00</b>	<b>58.50</b>	<b>\$ 700.00</b>	<b>\$ 40,950.00</b>	<b>3.00</b>	<b>\$ 2,100.00</b>	<b>5%</b>	<b>58.50</b>	<b>\$ 40,950.00</b>	<b>100%</b>
1	Mobilization, Max 5%	LS		1.00	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	\$ 40,000.00	0.25	\$ 10,000.00	25%	1.00	\$ 40,000.00	100%
2	Traffic Maintenance and Control	LS		1.00	\$ 3,750.00	\$ 3,750.00	1.00	\$ 3,750.00	\$ 3,750.00				1.00	\$ 3,750.00	100%
3	Audio-Visual Route Survey	LS		1.00	\$ 1,350.00	\$ 1,350.00	1.00	\$ 1,350.00	\$ 1,350.00				1.00	\$ 1,350.00	100%
4	Dr Structure, Remove	EA		1.00	\$ 900.00	\$ 900.00	0.00	\$ 900.00	\$ -				0.00		
5	Sewer, Rem, Less Than 24-inch	LF		14.00	\$ 60.00	\$ 840.00	60.00	\$ 60.00	\$ 3,600.00	46.00	\$ 2,760.00	77%	60.00	\$ 3,600.00	100%
6	Fence, Remove	LF		60.00	\$ 20.00	\$ 1,200.00	60.00	\$ 20.00	\$ 1,200.00	60.00	\$ 1,200.00	100%	60.00	\$ 1,200.00	100%
7	Pavement, Remove	SY		179.00	\$ 30.00	\$ 5,370.00	179.00	\$ 30.00	\$ 5,370.00				179.00	\$ 5,370.00	100%
8	Conc Barrier, Rem, Salv and Replace	LF		144.00	\$ 33.00	\$ 4,752.00	0.00	\$ 33.00	\$ -				0.00		
9	Light Pole, Rem, Salv and Replace	EA		1.00	\$ 3,200.00	\$ 3,200.00	1.00	\$ 3,200.00	\$ 3,200.00				1.00	\$ 3,200.00	100%
10	Erosion Control, Inlet Protection	EA		5.00	\$ 350.00	\$ 1,750.00	5.00	\$ 350.00	\$ 1,750.00				5.00	\$ 1,750.00	100%
11	Erosion Control, Silt Fence	LF		194.00	\$ 10.00	\$ 1,940.00	221.90	\$ 10.00	\$ 2,219.00	27.90	\$ 279.00	13%	221.90	\$ 2,219.00	100%
12	Bypass Pumping, Furn, Oper, Rem	LS		1.00	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00	\$ 60,000.00				1.00	\$ 60,000.00	100%
13	Dewatering System	LS		1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00				1.00	\$ 30,000.00	100%
14	Agg Base, 21AA, 8-inch	SY		179.00	\$ 19.00	\$ 3,401.00	179.00	\$ 19.00	\$ 3,401.00	179.00	\$ 3,401.00	100%	179.00	\$ 3,401.00	100%
15	Casing Pipe, Steel, 36-inch, B & J	LF		288.00	\$ 1,050.00	\$ 302,400.00	288.00	\$ 1,050.00	\$ 302,400.00				288.00	\$ 302,400.00	100%
16	Trench Undercut & Backfill	CY		25.00	\$ 100.00	\$ 2,500.00	0.00	\$ 100.00	\$ -				0.00		
17	Storm Sewer Reconnection, < 15-inch	EA		1.00	\$ 1,800.00	\$ 1,800.00	0.00	\$ 1,800.00	\$ -				0.00		
18	Dr Structure, 48-inch diameter	EA		1.00	\$ 5,250.00	\$ 5,250.00	0.00	\$ 5,250.00	\$ -				0.00		
19	HMA, 3C, 2.5-inch, Parking Lot	SY		179.00	\$ 63.00	\$ 11,277.00	276.50	\$ 63.00	\$ 17,419.50	276.50	\$ 17,419.50	100%	276.50	\$ 17,419.50	100%
20	HMA, 5EML, 1.5-inch, Parking Lot	SY		179.00	\$ 70.00	\$ 12,530.00	276.50	\$ 70.00	\$ 19,355.00	276.50	\$ 19,355.00	100%	276.50	\$ 19,355.00	100%
21	Fence, Woven Wire w/Steel Post	LF		60.00	\$ 75.00	\$ 4,500.00	0.00	\$ 75.00	\$ -				0.00		
22	3-inch Topsoil, Seed & Mulch Blanket	SY		1078.00	\$ 30.00	\$ 32,340.00	1078.00	\$ 30.00	\$ 32,340.00	1078.00	\$ 32,340.00	100%	1078.00	\$ 32,340.00	100%
23	West Oaks Pump Station, Abandon	LS		1.00	\$ 75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	\$ 75,000.00				1.00	\$ 75,000.00	100%
24	Sanitary Structure, 48-inch Dia.	EA		5.00	\$ 8,000.00	\$ 40,000.00	5.00	\$ 8,000.00	\$ 40,000.00	1.00	\$ 8,000.00	20%	5.00	\$ 40,000.00	100%

TOTAL THIS SHEET \$ 646,050.00 \$ 642,354.50 \$ 94,754.50 \$ 642,354.50 100%





# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** I-96 Sewer Crossing & West Oaks Pump Station Abandonment  
**NOVI PROJECT NO.:** 22-1201  
**CIP NO.:** WTS035  
**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	%
33	Pump Rental Reimbursement	LS	0	0	1.00	\$ (2,757.13)	\$ (2,757.13)	1.00	\$ (2,757.13)	100%	1.00	\$ (2,757.13)	100%
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	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ (2,757.13)		\$ (2,757.13)			\$ (2,757.13)	
TOTAL FROM OTHER SHEETS					\$ 791,735.00		\$ 751,127.00		\$ 106,317.00			\$ 751,127.00	
<b>GRAND TOTAL</b>					<b>\$ 791,735.00</b>		<b>\$ 748,369.87</b>		<b>\$ 103,559.87</b>			<b>\$ 748,369.87</b>	<b>100%</b>



751,069.87  
(748,369.87) **CITY OF NOVI**  
2,700.00

**PURCHASE ORDER NO.**

**96915**

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

Section 2.

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** I-96 Sewer Crossing & West Oaks Pump Station Abandonment  
**NOVI PROJECT NO.:** 22-1201  
**CIP NO.:** WTS035  
**PAYMENT NO.:** FINAL

<b>Original Contract Amount:</b>	\$	791,735.00		
<b>Change Orders:</b>	\$	(43,365.13)	<u>No.</u>	<u>Date</u>
			1	June 30, 2023
				<u>Amount</u>
				\$ (43,365.13)
<b>Adjusted Contract Amount to Date:</b>	\$	748,369.87	3	
			4	
<b>Total Cost of Work Performed to Date:</b>	\$	748,369.87	5	
			6	
<b>MINUS Retainage:</b>			7	
			8	
<b>MINUS Inspection "Crew Days":</b>	To Date	0%	9	
	This Pay	58.50	10	
		3.00		
<b>Net Amt. Earned of Contract and Extra Work to Date:</b>	\$	748,369.87		
<b>MINUS L.D.'s:</b>	# of days over =			
	\$ amount/day =	\$800		
<b>Subtotal:</b>	\$	748,369.87		
<b>ADD Incentive "Crew Days", if under:</b>	\$	-		
<b>Subtotal:</b>	\$	748,369.87		
<b>MINUS Amount of Previous Payments:</b>	\$	599,973.25		
1 \$		95,049.00		
2 \$		189,225.00		
3 \$		315,699.25		
4 \$		-		
5 \$		-		
6 \$		-		
7 \$		-		
8 \$		-		
9 \$		-		
10 \$		-		
<b>BALANCE DUE THIS PAYMENT:</b>	\$	<b>148,396.62</b>		

**CHANGE ORDERS**

Inspection "Crew Days" Allowed per Contract:	50.00
Additional "Crew Days" per Change Orders:	8.50
Total Inspection "Crew Days" Allowed:	58.50
Inspection "Crew Days" Used to Date:	58.50
Inspection "Crew Days" Remaining:	0.00

**TOTAL: \$ (43,365.13)**





# CITY OF NOVI

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

**Section 3.**

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b>	I-96 Sewer Crossing & West Oaks Pump Station Abandonment	<b>NOVI PROJECT NO.:</b>	22-1201	<b>PAYMENT NO.:</b>	FINAL
		<b>CIP NO.:</b>	WTS035		

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

**Michael D'Agostini** Digitally signed by Michael D'Agostini  
Date: 2023.08.01 12:02:27-04'00'

**L. D'Agostini & Sons, Inc.**  
CONTRACTOR - Electronic Signature Certification

**Barry Gates** Digitally signed by Barry Gates  
DN: C=US, E=barry.gates@ohm-advisors.com, O=OHM  
Advisors, CN=Barry Gates  
Date: 2023.08.01 12:32:06-04'00'

**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.



# WORK CHANGE DIRECTIVE & CHANGE ORDER No. 1

**PURCHASE ORDER NO.**  
**96915**

**NOVI NO.:** 22-1201  
**CIP NO.:** WTS035

**Project:** I-96 Sewer Crossing & West Oaks Pump Station Abandonment

**Owner:** City of Novi  
26300 Lee BeGole Dr.  
Novi, Michigan 48375  
(248) 735-5632

**Engineer:** OHM Advisors  
34000 Plymouth Road  
Livonia, Michigan 48150  
(734) 522-6711

**Contractor:** L. D'Agostini & Sons, Inc.  
15801 23 Mile Road  
Macomb, Michigan 48042  
(586) 781-5800

*This document hereby renders changes in the Work, changes in the Contract Time and changes in the Contract Price by adding, deducting and/or balancing individual Contract line items through a signed authorization of the Prime Contractor, Owner, and Engineer.*

**Drafted Date:** June 30, 2023

**Reasoning:** Balance of Contract Items.

### EXISTING CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price		
						Add	Deduct	
0	1	"Crew Days" - Base Bid	CD	\$700.00	8.5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
0	2	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	3	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	4	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
0	5	"Crew Days" -	CD	\$700.00		<input type="checkbox"/>	<input type="checkbox"/>	
4	A	Dr Structure, Remove	EA	\$900.00	1		\$900.00	
5	A	Sewer, Rem, Less than 24-inch	LFT	\$60.00	46	\$2,760.00		
8	A	Conc Barrier, Rem, Salv and Replace	LFT	\$33.00	144		\$4,752.00	
11	A	Erosion Control, Silt Fence	LFT	\$10.00	27.9	\$279.00		
16	A	Trench Undercut & Backfill	CYD	\$100.00	25		\$2,500.00	
17	A	Storm Sewer Reconnection <15-inch	EA	\$1,800.00	1		\$1,800.00	
18	A	Dr Structure, 48-inch diameter	EA	\$5,250.00	1		\$5,250.00	
19	A	HMA, 3C, 2.5-inch, Parking Lot	SYD	\$63.00	97.5	\$6,142.50		
20	A	HMA, 5EML, 1.5-inch, Parking Lot	SYD	\$70.00	97.5	\$6,825.00		
21	A	Fence, Woven Wire x/Steel Post	LFT	\$75.00	60		\$4,500.00	
26	A	SS, PVC Truss, 15-inch, Tr Det A2	LFT	\$375.00	1.5	\$562.50		
27	A	SS, PVC Truss, 15-inch, Tr Det B2	LFT	\$1,350.00	1.5		\$2,025.00	
28	A	SS, 8-inch, CIPP, Full Length	LFT	\$100.00	315		\$31,500.00	
29	A	Connection to Existing Sanitary MH	EA	\$4,000.00	1	\$4,000.00		
31	A	Sanitary Structure, 48-inch Dia, Temp	EA	\$6,700.00	1		\$6,700.00	
32	A	Internal Drop Connect, Abandon, Cap	LS	\$1,250.00	1		\$1,250.00	
						<b>Subtotals</b>	\$20,569.00	\$61,177.00
						<b>Total</b>		<b>-\$40,608.00</b>





**AIA**<sup>®</sup>

# Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No.: 013131707

**PROJECT:** *(Name and address)*  
**West Oaks Sewer Replacement & Pump Station Abandonment**

**ARCHITECT'S PROJECT NUMBER:**  
**CONTRACT FOR: Construction**

OWNER:   
ARCHITECT:   
CONTRACTOR:   
SURETY:   
OTHER:

**TO OWNER:** *(Name and address)*  
**City of Novi**  
**26300 Lee BeGole Drive**  
**Novi, MI 48375**

**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)*

**Liberty Mutual Insurance Company**  
**175 Berkeley Street**  
**Boston, MA 02116**

, SURETY,

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

**L. D'Agostini & Sons, Inc.**  
**15801 Twenty-Three Mile Road**  
**Macomb Township, MI 48042**

, 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**  
**26300 Lee BeGole Drive**  
**Novi, MI 48375**

, OWNER,

as set forth in said Surety's bond.

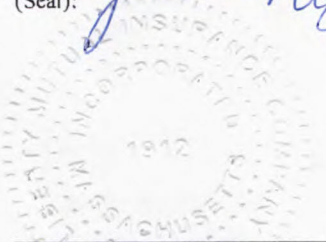
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **July 13, 2023**  
*(Insert in writing the month followed by the numeric date and year.)*

**Liberty Mutual Insurance Company**  
*(Surety)*

*(Signature of authorized representative)*

**Nicholas Ashburn, Attorney-in-Fact**  
*(Printed name and title)*

Attest:  
(Seal): *(Signature)*







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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurlley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of July, 2023.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



## 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 MACOMB

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

Secretary / Treasurer of the L. D'Agostini & Sons, Inc.,  
(Title) (Firm Name)

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

I-96 Sewer Crossing & West Oaks Pump Station Abandonment  
(Description of Improvement)

located at: I-96 & West Oaks

The total amount of the contract is \$748,369.87 of which I have received payment of \$599,973.25 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 24th day of July, 2023

Name: L. D'Agostini & Sons, Inc.

(Individual/corporation/partnership)

By:   
(Title)

Attest: Secretary / Treasurer  
(Title)

Subscribed and sworn to before me this 24th day of July, 2023

Notary Public:   
Ginnifer Villarreal



NOTARY SEAL







Check Date: 11/18/2022

Check No: 67255

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

**22-03**

**W. OAKS SEWER REPLACEMENT**

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

**ADVANCED FIELD SERVICES**

Signed on: 7-14-23

[Signature]

Andrew Polidan (Signature)  
Owner

Address: 111 N. WEST ST.

FENTON MI 48430

Phone: (810) 624-9922

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

Check Date: 3/27/2023

Check No: 67764

## FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

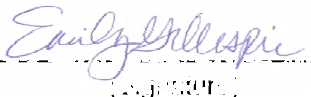
**22-03**

### W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

#### FERGUSON WATERWORKS #3386

Signed on: JULY 13, 2023

  
\_\_\_\_\_

Individual Name: Emily Gillespie Title: Credit Coordinator I

Address: P.O. BOX 802817

CHICAGO IL 60680-2817

Phone: (517) 322-0300

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

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Return signed waiver to: gvillarreal@ldagostini.com

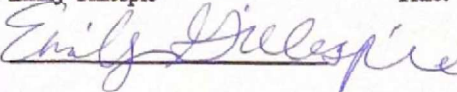
L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

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### SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

**Individual Name:** Emily Gillespie **Title:** Credit Coordinator I

**Signature:** 

Authorized Action(s):

1. To execute and file on behalf of the Company any affidavit, lien application, lien, lien waiver, payment application and release of lien necessary to preserve, protect, perfect or remove any encumbrances in or on real or personal property.

This certificate of authorization shall be effective from the date hereof until **November 8, 2023** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective .

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **November 9, 2022**.



(Company Seal)

**Ferguson Enterprises, LLC**

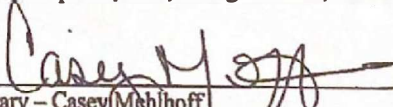
  
 \_\_\_\_\_  
 Wesley E. Rice  
 Assistant Secretary

Commonwealth of Virginia  
City of Newport News

Sworn to subscribe and acknowledged before me on November 9, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.



(Notary Seal)

  
 \_\_\_\_\_  
 Notary - Casey Mehlhoff  
 My commission expires: July 31, 2026

DS  
AK

Check Date: 11/18/2022

Check No: 67257

### FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

**22-03**

### W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

#### FINISHING TOUCH PHOTO & VIDEO

Signed on: 7/17/23

**Cynthia Hurley**

Digitally signed by Cynthia Hurley  
Date: 2023.07.17 11:03:03 -04'00'

Cynthia Hurley (Signature)  
President

Address: 25095 25 MILE RD

CHESTERFIELD MI 48051

Phone: (586) 749-3340

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

Check Date: 11/18/2022

Check No: 67258

## FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

**22-03**

### W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

#### G2 CONSULTING GROUP LLC

Signed on: 7/17/23

Mark W. Smolinski  
Mark W. Smolinski, P.E. (Signature)  
Principal

Address: 1866 WOODSLEE ST

TROY MI 48083

Phone: (248) 680-0400

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

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Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

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Check Date: 6/28/2022

Check No: 66701

## FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

Bond # 013131707

**22-03**

### W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

**GUY HURLEY, LLC**

Signed on: 7/31/2023

Holly Nichols

Holly Nichols (Signature)  
Surety Account Manager

Address: 989 E. SOUTH BOULEVARD

SUITE 200

ROCHESTER HILLS MI 48307

Phone: (248) 519-1400

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

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Return signed waiver to: [gvillarreal@ldagostini.com](mailto:gvillarreal@ldagostini.com)

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

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Check Date: 7/21/2023

Check No: 68227

## FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

**22-03**

### W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

#### KOCH CONTRACTING

Signed on: 7.23.23

KEK

Keane Kociszewski (Signature)  
Owner

Address: 3020 E. MAPLE

MILFORD, MI 48381

Phone: (248) 525-7600

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

Return signed waiver to: [gvillarreal@ldagostini.com](mailto:gvillarreal@ldagostini.com)

L. D'Agostini & Sons, Inc.

15801 23 Mile Rd., Macomb, MI 48042 Fax: (586) 781-5829

Check Date: 3/27/2023

Check No: 67766

## FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

**22-03**

### W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

Signed on: 3/31/23

LOWE CONSTRUCTION COMPANY



(Signature)

Scott Bazinet President

Address: 2535 BADER ROAD

HORTON MI 49246

Phone: (517) 529-9406

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

Return signed waiver to: gvillarreal@ldagostini.com

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829



# 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

LaSling  
5281 LaSling 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 **WEST OAKS SEWER REPLACEMENT**, for material furnished in the construction, alteration or improvements upon said premises through the date of signature to **D'AGOSTINI & SONS, INC.**

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 7, 2023

Orig L D'Agostini & Sons, Inc.  
15801 Twenty Three Mile Road  
Macomb Township, MI 48042

Cc gvillarreal@ldagostini.com

Check Date: 12/22/2022

Check No: 67411

## FULL UNCONDITIONAL WAIVER

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

**22-03**

### W. OAKS SEWER REPLACEMENT

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

#### STATE BARRICADES INC

Signed on:

7/24/23

Courtne Bouchard

Courtne Bouchard (Signature)  
Secretary

Address: 24806 INDUSTRIAL HWY

WARREN MI 48089

Phone: (586) 756-8282

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

---

Return signed waiver to: [gwillarreal@ldagostini.com](mailto:gwillarreal@ldagostini.com)

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829

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Check Date: 3/27/2023

Check No: 67770

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with L. D'Agostini & Sons, Inc.

to provide Material / Labor for the improvement to the property described as:

**22-03**

**W. OAKS SEWER REPLACEMENT**

and all additions, if any, having been fully paid and satisfied, all of my/our construction lien rights and claims of any kind against such property / project and project bond are hereby waived and released.

**SYNERGY EQUIPMENT**



Signed on: 7.12.23

Russell Nunn (Signature)  
Manager

Address: MAIL CODE 5640

P.O. BOX 71200

CHARLOTTE NC 28272-1200

Phone: (248) 251-3575

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



Return signed waiver to: gvillarreal@ldagostini.com

**L. D'Agostini & Sons, Inc. 15801 23 Mile Rd., Macomb, MI 48042 Fax Number: (586) 781-5829**