



## CITY of NOVI CITY COUNCIL

**Agenda Item B**  
**September 17, 2018**

**SUBJECT:** Approval of the final payment to Bidigare Contractors, Inc., for the Dixon Road Sanitary Sewer Extension (Contract Special Assessment District 182) project in the amount of \$8,923.41, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Works, Water and Sewer Division  
Department of Public Works, Engineering Division

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 8,923.41</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 204,455 (FY 2017-18 Budget)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>592-592.00-976.043</b>

### **BACKGROUND INFORMATION:**

This project involved construction of a sanitary sewer extension along the east side of Dixon Road, north of 12 Mile Road, to serve five properties shown on the attached figure. The group of property owners approached the City about creating a Special Assessment District for this project. Initially, the property owners planned to fund and manage the project on their own; however, as design progressed homeowners realized the complexity and decided to enlist some assistance from the city with funding and construction coordination. Atwell, who were also the designers for the Dixon Meadows Subdivision project, completed the initial project design. City staff then retained Spalding DeDecker (SDA) to finalize the design and develop specifications for construction. The sanitary sewer pipe was 12-inch High Density Polyethylene (HDPE) pipe installed via directional drilling which saved existing trees, which would have been lost with a traditional open cut installation.

The construction contract was awarded for this project at the November 27, 2017 City Council meeting to Bidigare Contractors, Inc., in the amount of \$130,208.00.

Engineering staff worked with the engineering consultant for this project, SDA, to review and verify the final contract payment amount of \$8,923.41 that is due the contractor (Final Pay Estimate No. 3). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, August 24, 2018).

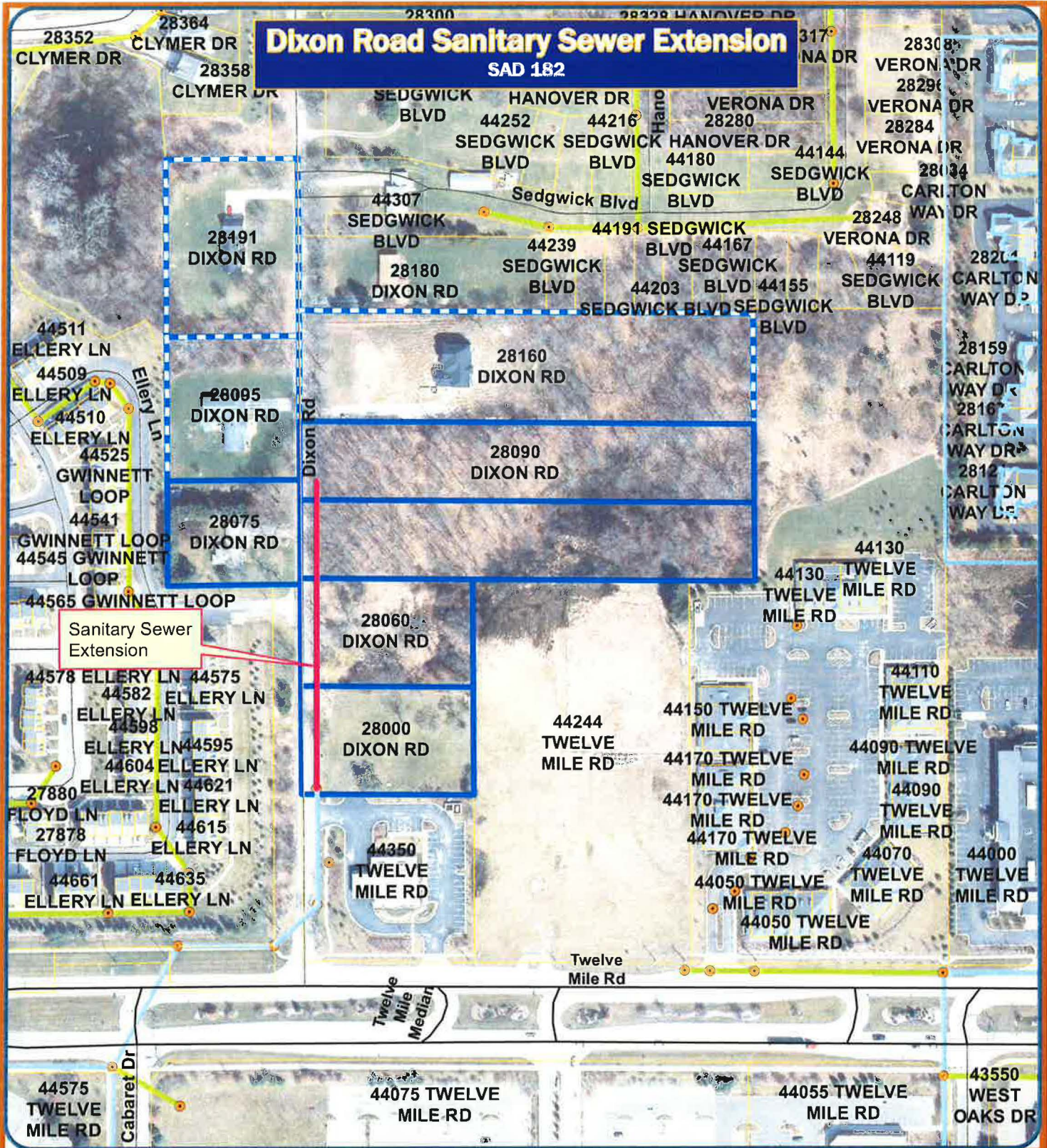
There was one (1) approved change order issued for this project resulting in an increase of \$48,260.14 to the construction contract, or 37.1% over the awarded amount. This change was sent

to City Council on July 9, 2018 for approval due to the increase being over the 20% threshold. The approved change order resulted in a final contract price of \$178,468.14.

**RECOMMENDED ACTION:** Approval of the final payment to Bidigare Contractors, Inc., for the Dixon Road Sanitary Sewer Extension (Contract Special Assessment District 182) project in the amount of \$8,923.41, plus interest earned on retainage.

# Dixon Road Sanitary Sewer Extension

## SAD 182



Map Author: Croy  
 Date: 10/23/17  
 Project: Dixon Sanitary (SAD 182)  
 Version #: v2.0

**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**

- SAD 182
- No Sanitary Sewer Service
- Sanitary Gravity Main
- 8-inch Sanitary
- 12-inch Sanitary



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeCole Drive  
 Novi, MI 48375  
 cityofnovi.org



ELIZABETH KUDLA SAARELA  
esaarela@jrsjlaw.com

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



August 24, 2018

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

**Re: SAD 182 – Dixon Road Sanitary Sewer – Bidigare Contractors, Inc.  
Closing Documents**

Dear Mr. Staup:

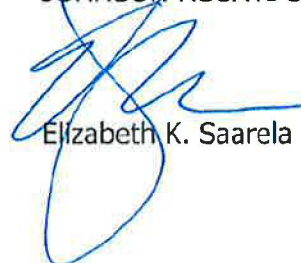
We have received and reviewed closing documents for the Dixon Road Sanitary Sewer Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien
5. Maintenance Bond Rider

The closing documents appear to be in order. Contractor should provide its Full Unconditional Waiver of Lien at the time of picking up the check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

EKS

C: Cortney Hanson, Clerk  
Carl Johnson, Finance Director/Chief Financial Officer  
George Melistas, Engineering Senior Manager  
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 8,923.41

PURCHASE ORDER NO.

95366

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

APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-182 Dixon Sanitary Extension NOVI PROJECT NO.: 17-4301 PAYMENT NO.: FINAL
OWNER: City of Novi ENGINEER: Spalding DeDecker & Associates CONTRACTOR: Bidigare Contractors, Inc.
CONTRACT AMOUNT FINAL COMPLETION DATES DATES OF ESTIMATE
ORIGINAL: \$130,208.00 ORIGINAL: March 15, 2018 FROM: May 29, 2018
REVISED: \$178,468.14 ACTUAL: TO: July 13, 2018

SECTION 1.

COST OF COMPLETED WORK TO DATE

Table with columns: Item No., Description of Item, Unit, CONTRACT ITEMS (Original) [Quantity, Cost/Unit, Total Amt], CONTRACT ITEMS (Revised) [Quantity, Cost/Unit, Total Amt], THIS PERIOD [Quantity, Amount, %], TOTAL TO DATE [Quantity, Amount, %]. Rows include items like Constr. Inspection 'Crew Day', Bonds, Insurance & Mobilization, etc.

TOTAL THIS SHEET \$ 130,208.00 \$ 138,468.14 \$ - \$ 138,468.14 100%



# CITY OF NOVI

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 Fax: (248) 735-5659

## APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-182 Dixon Sanitary Extension

NOVI PROJECT NO.: 17-4301

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	%
16	Boulders and Dewatering	LS	1	GL# 592-592 00-976.043	1.00	\$ 40,000.00	\$ 40,000.00				1.00	\$ 40,000.00	100%
17			0	0	0.00	\$ -	\$ -				0.00	\$ -	
18			0	0	0.00	\$ -	\$ -				0.00	\$ -	
19			0	0	0.00	\$ -	\$ -				0.00	\$ -	
20			0	0	0.00	\$ -	\$ -				0.00	\$ -	
21			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET						\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -		\$ 40,000.00	
TOTAL FROM OTHER SHEETS					\$ 130,208.00	\$ 138,468.14	\$ -	\$ -	\$ -	\$ -		\$ 138,468.14	
<b>GRAND TOTAL</b>					<b>\$ 130,208.00</b>	<b>\$ 178,468.14</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 178,468.14</b>	<b>100%</b>



**CITY OF NOVI**

**PURCHASE ORDER NO.**

**95366**

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 Novi, Michigan 48375  
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 Fax: (248) 735-5659

Section 2.

**APPLICATION FOR FINAL PAYMENT**

PROJECT: SAD-182 Dixon Sanitary Extension      NOVI PROJECT NO.: 17-4301      PAYMENT NO.: FINAL

Original Contract Amount: \$ 130,208.00

Change Orders: \$ 48,260.14

Adjusted Contract Amount to Date: \$ 178,468.14

Total Cost of Work Performed to Date: \$ 178,468.14

MINUS Retainage: \$ -

MINUS Inspection "Crew Days":  
 To Date 16.75 \$ -  
 This Pay 0.00 \$ -

Net Amt. Earned of Contract and Extra Work to Date: \$ 178,468.14

MINUS L.D.'s: # of days over = \$ -  
 \$ amount/day = \$400

Subtotal: \$ 178,468.14

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 178,468.14

MINUS Amount of Previous Payments: \$ 169,544.73

1 \$ 117,801.60  
 2 \$ 51,743.13  
 3 \$ -  
 4 \$ -  
 5 \$ -  
 6 \$ -  
 7 \$ -  
 8 \$ -  
 9 \$ -  
 10 \$ -

**BALANCE DUE THIS PAYMENT: \$ 8,923.41**

**CHANGE ORDERS**

No.	Date	Amount
1	May 14, 2018	\$ 48,260.14
2		
3		
4		
5		
6		
7		
8		
9		
10		

**TOTAL: \$ 48,260.14**

Inspection "Crew Days" Allowed per Contract:	10.00
Additional "Crew Days" per Change Orders:	6.75
Total Inspection "Crew Days" Allowed:	16.75
Inspection "Crew Days" Used to Date:	16.75
Inspection "Crew Days" Remaining:	0.00



# CITY OF NOVI

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Section 3.

## APPLICATION FOR FINAL PAYMENT

PROJECT: SAD-182 Dixon Sanitary Extension      NOVI PROJECT NO.: 17-4301      PAYMENT NO.: FINAL

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

  
Bidigare Contractors, Inc.  
CONTRACTOR - Electronic Signature Certification

  
Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering  
Division, email=astaup@cityofnovi.org, c=US  
Date: 2018.08.27 15:23:51 -04'00'  
**Aaron J. Staup, Construction Engineer**  
Electronic Signature Certification

  
Ghassan K. Dahoui  
Jul 13 2018 4:11 PM  
Spalding DeDecker & Associates  
CONSULTANT - Electronic Signature Certification

  
Digitally signed by Ben Croy  
Date: 2018.08.28 09:11:57  
-04'00'  
**Ben Croy, P.E., Water and Sewer Senior Manager**  
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. CMIFSU0718339**

**PROJECT:** Dixon Road Sanitary Sewer Extension  
(name, address)

**TO:** (Owner)

City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** Contract Bond

**CONTRACT DATE:** 11/17/2017

**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

**International Fidelity Insurance Company**  
One Newark Center  
Newark, NJ 07102

, 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  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

, OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this

6th day of August, 2018

Surety Company  
**International Fidelity 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**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

Bond # CMIFSU0718339

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KATHLEEN M. IRELAN, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER,  
JEFFREY A. CHANDLER, SUSAN L. SMALL

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation'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 seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and  
**ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents  
on this 31<sup>st</sup> day of December, 2017



STATE OF NEW JERSEY  
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and  
Vice President (Allegheny Casualty Company)



On this 31<sup>st</sup> day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,  
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 8/6/2013

A00502

Maria H. Branco, Assistant Secretary

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

**BOND NO. CMIFSU0718339**

IN FAVOR OF **City of Novi**

ON BEHALF OF **Bidigare Contractors, Inc.**

EFFECTIVE **12/1/2017**

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, **International Fidelity Insurance Company** hereby gives its consent to:

**Increase bond amount to \$178,468.14 from \$130,208.00**

EFFECTIVE: **8/6/2018**

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond and under the attached bond as changes by this rider shall not be cumulative.

**SIGNED, AND SEALED 8/6/2018**

**International Fidelity Insurance Company**  
Surety



**Susan L Smali** Attorney-in-Fact

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

Bond # CMIFSU0718339

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

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JEFFREY A. CHANDLER, SUSAN L. SMALL

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation'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 seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and  
**ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents  
on this 31<sup>st</sup> day of December, 2017



STATE OF NEW JERSEY  
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and  
Vice President (Allegheny Casualty Company)



On this 31<sup>st</sup> day of December, 2017 before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 8/6/2018

A00502

Maria H. Branco, Assistant 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

Vice President of the Bidigare Contractors, Inc.  
(Title) (Firm Name)

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

Dixon Road Sanitary Sewer Extension  
(Description of Improvement)

located at: City of Novi, 1/2 mile S Dixon Road

The total amount of the contract is \$179,469.<sup>14</sup> of which I have received payment of \$117,801.<sup>60</sup> 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 30<sup>th</sup> day of May, 20 18

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

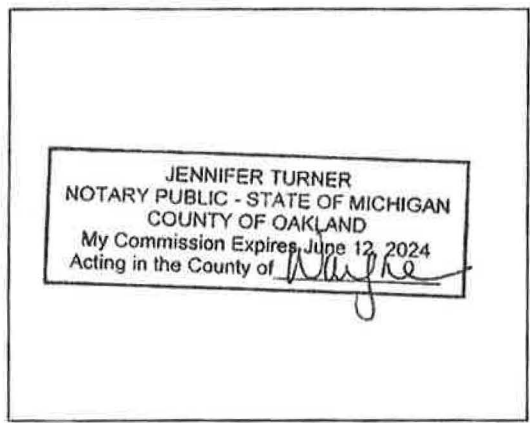
By: [Signature]  
(Title) V.P.

Attest: [Signature], Estimator.  
(Title)

Subscribed and sworn to before me this 30<sup>th</sup> day of May, 20 18

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 SADDY	Pipe/Fittings	\$15,000. <sup>00</sup>	\$15,000. <sup>00</sup>	\$0. <sup>00</sup>	#DIV/0!	\$0.00
Core & Main	Manholes	\$3,000. <sup>00</sup>	\$3,000. <sup>00</sup>	\$0. <sup>00</sup>	#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
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
<b>TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

### RECAPITULATION

<p>Amount of Original Contract: <u>\$130,208.<sup>00</sup></u></p> <p>Plus: Extras to Contract: <u>\$48,260.<sup>14</sup></u></p> <p>Total: Contract plus Extras: <u>\$178,468.<sup>14</sup></u></p> <p>Less: Credits to Contract: <u>-</u></p> <p>Total: Adjusted Contract: <u>\$178,468.<sup>14</sup></u></p>	<p>Work Completed to Date: <u>100% \$178,468.<sup>14</sup></u></p> <p>Less: Total Retainage: <u>\$6,510.<sup>40</sup></u></p> <p>Less: Amount Previously Paid: <u>\$117,801.<sup>60</sup></u></p> <p>Less: Amount of this Request: <u>-</u></p> <p>Total Balance Due: <u>\$60,666.<sup>54</sup></u></p>
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Credit Department  
4901 Clay Ave  
Grand Rapids MI 49548

Phone: 616-248-9183  
FAX: 616-452-0535

**FULL UNCONDITIONAL LIEN WAIVER**

Etna Supply Company has a contract with Bidigare Cont. to provide pipe & fittings for the improvements of the property described as City of Novi Dixon Road 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

By: Bill Minor Date 8/1/10

Its Authorized Officer or Agent

Bill Minor Credit Manager / 616-514-5140

**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**

Our contract with Bidigan Contractors Inc  
to provide WATER/SEWER PIPE & SUPPLIES for the improvement of the property  
described as: Dixon Rd Project Novi MI  
having been fully paid and satisfied, all my/our construction lien rights against such property are  
hereby waived and released.

CORE & MAIN

*Kathy Anderson*

BY: KATHY ANDERSON credit manager

(Signature of lien claimant)

ADDRESS: PO Box 28330

St. Louis MO 63146

800-893-9150 Ext 201

Signed on: 5-30-18  
(Date)

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