



CITY of NOVI CITY COUNCIL

**Agenda Item E
November 12, 2013**

SUBJECT: Approval of the final pay estimate to Bidigare Contractors, Inc. for the Garfield Road Water Main Extension project in the amount of \$28,670.26.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 28,670.26
LINE ITEM NUMBER	592-592.00-160.622

BACKGROUND INFORMATION:

This project included the construction of approximately 3,600 linear feet of 12-inch water main along Garfield Road from Nine Mile to Chianti Drive. This project, in conjunction with water main construction that was completed in 2012 with the second phase of Tuscany Reserve, provides essential water main looping required for enhancing system reliability in Sections 29 and 32, and was a recommendation in the 2008 Water Distribution Study and Master Plan. The water main completes an important loop in the water system between Nine Mile Road and Eight Mile Road.

A construction contract was awarded for this project at the July 23, 2012 City Council meeting to Bidigare Contractors in the amount of \$536,908.

Engineering staff worked with the engineering consultant for this project, URS Corporation, to review and verify the final contract payment amount of \$28,670.26 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's October 21, 2013 letter, attached).

There was only one approved change order for this project resulting in a net increase of \$36,497.80 to the construction contract, or 6.8% over the awarded amount. This change order provided a balancing of the line item quantities in the contract based on field measurements, and included additional pavement rehabilitation and backfill based on field conditions. The approved change order resulted in a final contract price of \$573,405.30.

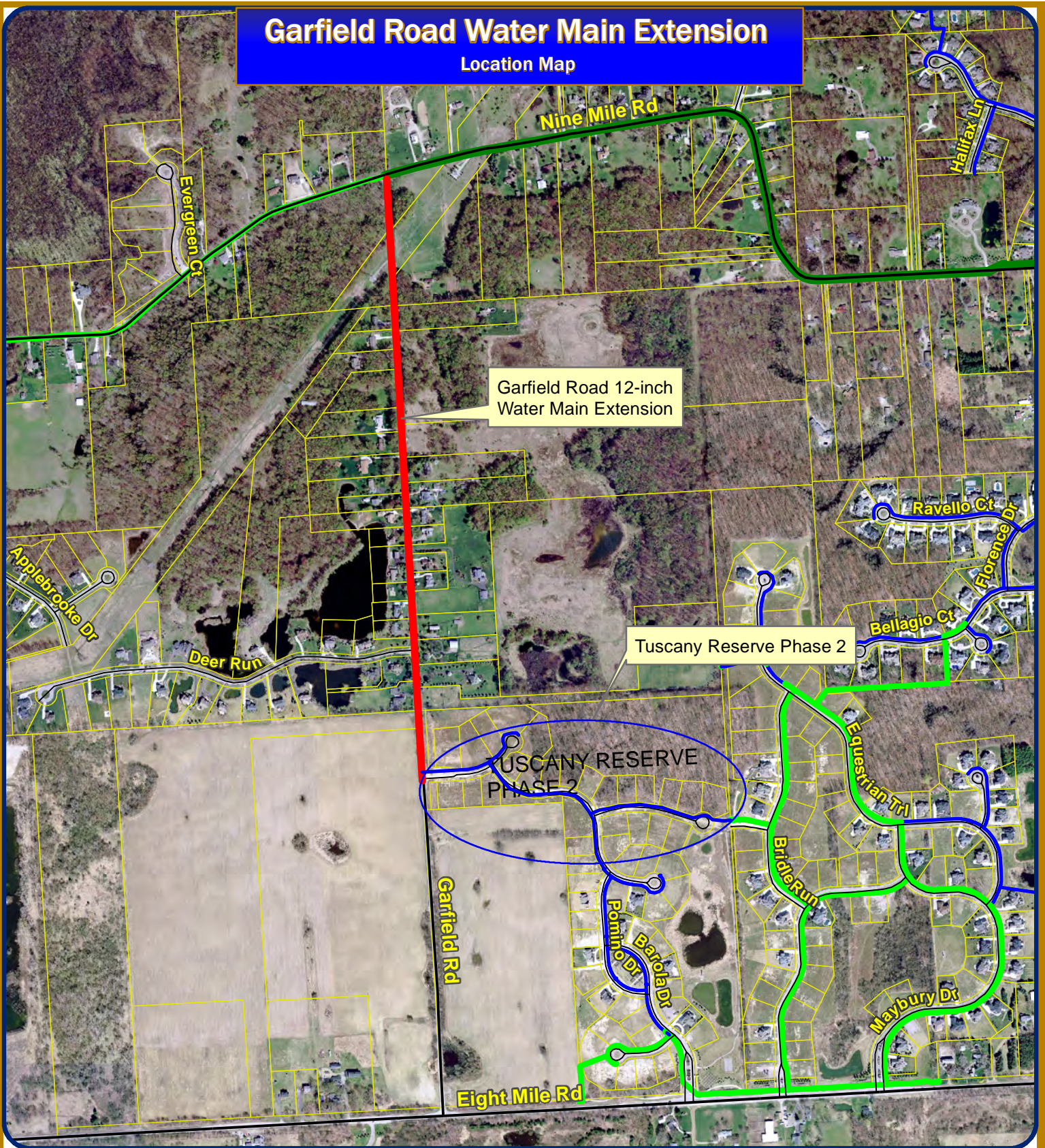
RECOMMENDED ACTION: Approval of the final pay estimate to Bidigare Contractors, Inc. for the Garfield Road Water Main Extension project in the amount of \$28,670.26.

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

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

Garfield Road Water Main Extension

Location Map



Map Author: Croy
 Date: 11/6/13
 Project: Garfield WM
 Version #: v2.1



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

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_mains	
	8
	12
	16



1 inch = 850 feet



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

October 21, 2013

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

**RE: Garfield Road Water Main Extension
*Bidigare Contracting***

Dear Mr. Staup:

We have received and reviewed the following closing documents for the Garfield Road Water Main Extension:

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

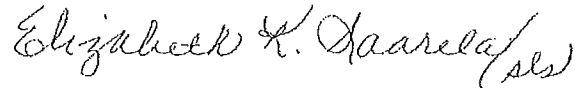
Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The contractor should provide its waiver of lien at the time it picks up its final payment from the City.

Aaron Staup, Construction Engineering Coordinator
October 21, 2013
Page 2

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

Very truly yours,

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

A handwritten signature in cursive script that reads "Elizabeth K. Saarela" followed by a small flourish or mark.

Elizabeth Kudla Saarela

EKS

Enclosures

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



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Garfield Road Water Main Ext.

NOVI PROJECT NO.:

PAYMENT NO.: FINAL

OWNER: City of Novi
 45175 W. Ten Mile Road
 Novi, Michigan 48375

ENGINEER: URS Corporation
 27777 Franklin Road, Suite 2000
 Southfield, Michigan 48034

CONTRACTOR: Bidigare Contractors
 7820 Chubb Road
 Northville, MI 48168

CONTRACT AMOUNT

FINAL COMPLETION DATE

DATES OF ESTIMATE

ORIGINAL: \$ 536,907.50

ORIGINAL: October 20, 2012

FROM: January 7, 2013

REVISED: \$ 573,405.30

REVISED:

TO: August 29, 2013

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	37.00	\$ 615.00	\$ 22,755.00	38.50	\$ 615.00	\$ 23,677.50				38.50	\$ 23,677.50	100%
2A	Mobilization	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 15,000.00				1.00	\$ 15,000.00	100%
3A	Pre-construction video	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
4A	Soil Erosion	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
6A	Gate Valve & Well 12"	EA	5.00	\$ 5,500.00	\$ 27,500.00	5.00	\$ 5,500.00	\$ 27,500.00				5.00	\$ 27,500.00	100%
7A	12" Water Main (Open Cut)	LF	120.00	\$ 105.00	\$ 12,600.00	161.00	\$ 105.00	\$ 16,905.00				161.00	\$ 16,905.00	100%
8A	12" Water Main (Horz. Directional Drill)	LF	3479.00	\$ 120.00	\$ 417,480.00	3424.00	\$ 120.00	\$ 410,880.00				3424.00	\$ 410,880.00	100%
9A	6" Water Main	LF	121.00	\$ 76.50	\$ 9,256.50	72.00	\$ 76.50	\$ 5,508.00				72.00	\$ 5,508.00	100%
10A	6" Hydrant Assembly	EA	8.00	\$ 4,250.00	\$ 34,000.00	6.00	\$ 4,250.00	\$ 25,500.00				6.00	\$ 25,500.00	100%
11A	Culvert E.S. 18"	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
12A	Culvert Pipe 18"	LF	35.00	\$ 50.00	\$ 1,750.00	35.00	\$ 50.00	\$ 1,750.00				35.00	\$ 1,750.00	100%
13A	Gravel Removal	CY	7.00	\$ 20.00	\$ 140.00	7.66	\$ 20.00	\$ 153.20				7.66	\$ 153.20	100%
14A	Asphalt Pavement	SY	24.00	\$ 70.00	\$ 1,680.00	108.37	\$ 70.00	\$ 7,585.90				108.37	\$ 7,585.90	100%
15A	Connection to Existing	EA	1.00	\$ 2,500.00	\$ 2,500.00	2.00	\$ 2,500.00	\$ 5,000.00				2.00	\$ 5,000.00	100%
16A	Dewatering	LS	1.00	\$ 1.00	\$ 1.00	1.00	\$ 1.00	\$ 1.00				1.00	\$ 1.00	100%
17A	Seeding and Mulching	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
18A	Traffic Control	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
19A	Tree Protection	EA	14.00	\$ 50.00	\$ 700.00	0.00	\$ 50.00	\$ -			0%	0.00	\$ -	
20A	Extra Pit, Backfill and Pavement	SY	0.00			503.67	\$ 52.50	\$ 26,442.68				503.67	\$ 26,442.68	100%
21A	Demc. And Remobilization for new pits	LS	0.00			1.00	\$ 6,290.41	\$ 6,290.41				1.00	\$ 6,290.41	100%
22A	New Connection to Contract "B"	LS	0.00			1.00	\$ 10,589.11	\$ 10,589.11				1.00	\$ 10,589.11	100%
21			0.00			0.00	\$ -	\$ -				#DIV/0!	0.00	
22	Deducts on WCD & CO #1		0.00			0.00	\$ -	\$ -				#DIV/0!	0.00	
23	Adds on WCD & CO #1		0.00			0.00	\$ -	\$ -				#DIV/0!	0.00	
24			0.00			0.00	\$ -	\$ -				#DIV/0!	0.00	

TOTAL THIS SHEET

\$ 536,907.50

\$ 573,405.30

\$ -

\$ 573,405.30

100%



CITY OF NOVI

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Garfield Road Water Main Ext.

NOVI PROJECT NO.:

PAYMENT NO.:

FINAL

Original Contract Amount:	\$	536,907.50
Change Orders:	\$	36,497.80
Adjusted Contract Amount to Date:	\$	573,405.30
Total Cost of Work Performed to Date:	\$	573,405.30
MINUS Retainage:	0%	\$ -
MINUS Inspection "Crew Days":	To Date	38.50
	This Pay	0.00
Net Amt. Earned of Contract and Extra Work to Date:	\$	573,405.30
MINUS L.D.'s:	# of days over =	
	\$ amount/day =	\$900
Subtotal:	\$	573,405.30
MINUS Amount of Previous Payments:	\$	544,735.03
1 \$	490,502.05	
2 \$	54,232.98	
3 \$	-	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	
BALANCE DUE THIS PAYMENT:	\$	28,670.26

CHANGE ORDERS

No.	Date	Amount
1	January 7, 2013	\$36,497.80
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -

TOTAL: \$ 36,497.80

Inspection "Crew Days" Allowed per Contract:	37.00
Additional "Crew Days" per Change Orders:	1.50
Inspection "Crew Days" Used to Date:	38.50
Inspection "Crew Days" Remaining:	0.00



CITY OF NOVI

26300 Lee E. Glick Dr.
Novi, Michigan 48375
Tel: (248) 347-9454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Garfield Road Water Main Ext.

NOVI PROJECT NO.:

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

[Signature]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 10/28/13

[Signature]

By: Brian Coburn, PE., Engineering Manager

Dated: 10/29/13

Bidigare Contractors Inc Date: 9-3-13

Contractor Company
[Signature]
Contractor Authorized Signature

By: John Bidigare
Print Name

URS Corporation Date: 9-5-13

Consultant Firm
[Signature]
Consultant Authorized Signature

By: NAVID MEHRAM
Print Name

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

Owner
Architect
Contractor
Surety
Other

X

Bond No. CMIFSU0596393

PROJECT: Garfield Road Water Main
(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.
P.O. Box 700464
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, 20th Floor
Newark, New Jersey 07102

, SURETY COMPANY

on bond of (here insert name and address of Contractor)
Bidigare Contractors, Inc.
P.O. Box 700464
Plymouth, Michigan 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)

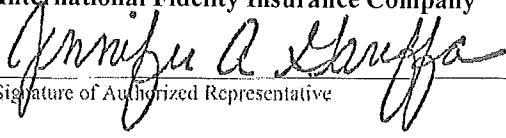
City of Novi
26300 Lee BeGole Dr
Novi, Michigan 48375

, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this **13th** day of **September**, **2013**

Surety Company
International Fidelity Insurance Company


Signature of Authorized Representative

Jennifer A. Gareffa - Attorney-In-Fact

Title

Attest:
(Seal):



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

AIA DOCUMENT G707 • CONSENT OF SURETY COMPANY TO FINAL PAYMENT • APRIL 1970 EDITION • AIA-38

ONE

PAGE

©1970 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK, AVE., NW, WASHINGTON, D.C. 20006

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

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 Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

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

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 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive 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 12th day of March, 2012.



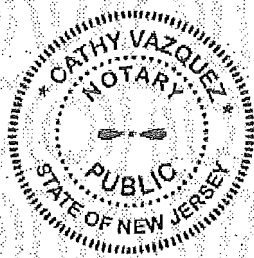
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, 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 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.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

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 office 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 this 13th day of September, 2013

MARIA BRANCO, Assistant Secretary

SWORN STATEMENT

State of Michigan

County of WAYNE

} §

JOHN BIDIGARE, being duly sworn, states the following:

BIDIGARE CONTRACTORS, INC.

is the (contractor)(subcontractor) for an improvement to the following real property in OAKLAND County, Michigan,
described as follows: GARFIELD ROAD WATER MAIN PROJECT

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
ALL LABOR	LABOR			\$0.00			\$0.00
Etna Supply	Materials			0.00			0.00
Totals		0.00	0.00	0.00	0.00	0.00	0.00

(Some columns may not be applicable to all persons listed)

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

I make this statement as the (contractor)(subcontractor) or as _____ of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

John Bidigare

Dependent Printed Name

Dependent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

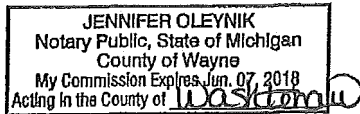
18th day of October, 2013

Jennifer Oleynik

Notary Public, Wayne County, Michigan

My Commission Expires:

June 7, 2018



*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Bidigare Contractors, Inc.
hereinafter called the "Principal", and International Fidelity Insurance Company

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of Five Hundred Seventy-Three
Thousand Four Hundred Five and No/100ths Dollars (\$ 573,405.00)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____
day of _____, for the construction of

Garfield Road Water Main

AND WHEREAS, this Contract was awarded upon the express condition that the
Principal would furnish a *one* (1) year Maintenance Bond from the date of formal acceptance by the City
Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the
construction installation, and completion of said project to be of good quality and constructed and
completed in a workmanlike manner in accordance with the standards, specifications and requirements of
the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal
shall replace such defective material and shall repair all defects due to defective workmanship and/or
materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of
the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and
virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by
repair or replacement as directed by the OWNER within the time required, which shall not be less than
seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the
performance of the corrections, with all costs and expenses in doing so, including an administrative fee
equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or
Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER
immediately and without advance notice to the Principal and Surety, with the cost and expense of the
repair, plus the administrative fee, to be charged to and received from the Principal and Surety.



Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 4 day of Oct, 2013.

In the Presence of:

WITNESS

(fill-in name of construction CONTRACTOR)

ABD
B. Ras.

Bidigare Contractors, Inc.
Principal

International Fidelity Insurance Company
Title

Jennifer A. Gareffa
Surety
Jennifer A. Gareffa, Attorney-In-Fact

Title
One Newark Center, 20th Floor

Address of Surety
Newark, NJ 07102

CMIFSU0596393

Bond No.

City Zip Code



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

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 Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

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

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 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

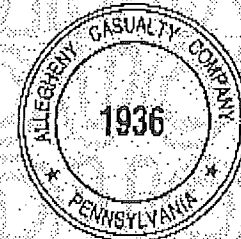
"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute 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 12th day of March, 2012.



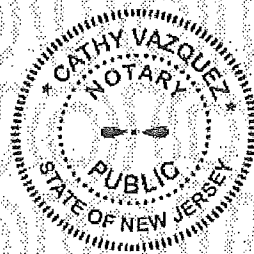
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, 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 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.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

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 office 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 this _____ day of _____

MARIA BRANCO, Assistant Secretary



**CERTIFICATE OF
SUBSTANTIAL COMPLETION**

To: City of Novi

Date: 3/25/2013

Project #: 11-1006

Contract: Garfield Rd. Water Main

Contractor: Bidigare Contractors, Inc.

Location: City of Novi

Project or Designated Area Shall Include: As specified in the approved construction plans

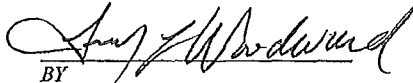
The Work performed under this Contract has been reviewed and found to be substantially complete. The date of substantial Completion is hereby established as January 7, 2013 which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work of designated portion thereof is the date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Engineer is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Terry L. Woodward
ENGINEER


BY

3/25/2013
DATE

The Contractor will complete or correct the Work on the list of items appended hereto within 0 days from the above date of substantial completion.

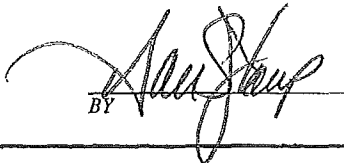
John Bidigare
CONTRACTOR


BY

3/25/2013
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof on January 7, 2013

Aaron J. Staup
OWNER


BY

4/11/13
DATE

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:

(NOTE: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Copies to: Owner: Aaron J. Staup
 Contractor: John Bidigare
 Engineer: Navid Mehran



Credit Department
529 32nd Street SE
Grand Rapids MI 49548

Phone: 616-514-5180
FAX: 616-452-0535

FULL UNCONDITIONAL LIEN WAIVER

Etna Supply Company's contract with Bidigare Contractors
to provide materials for the improvements of the property described as _____
Garfield Road

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 (10)

Its Authorized Officer or Agent

BILL MINOR

DATE: 10-11-13

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