



**CITY OF NOVI CITY COUNCIL  
SEPTEMBER 30, 2024**

**SUBJECT:** Approval of the final payment to Pamar Enterprises, Inc. for the 2022 Asbestos Cement Water Main Replacement Program, in the amount of \$188,511, plus interest earned on retainage.

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

**KEY HIGHLIGHTS:**

- Construction was performed on budget and on time.
- Restoration of all streets associated with water main replacement.
- A Change Order was approved to complete the water main replacement and restoration on Roethel Drive.

**FINANCIAL IMPACT**

	<b>FY 2023/24</b>
<b>EXPENDITURE REQUIRED</b>	<b>\$ 10,258.10 Expense</b> <b>\$ 178,253.12 Retainage</b>
<b>BUDGET</b> <b><u>Water &amp; Sewer Fund</u></b>	
Expense Account (592-536.00-976.082)	<b>\$ 10,259</b>
Retainage Account (592-000.00-211.048)	<b>\$ 178,254</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>FUND BALANCE IMPACT</b>	<b>\$ 0</b>

**BACKGROUND INFORMATION:**

The City has approximately 32 miles of asbestos cement (AC) water main in the water supply network, many of which experience breaks. The City's 2017 Water System Asset Management Plan recommends replacement of all AC pipe to avoid increased breaks as the pipes reach their expected design life. The City's engineering consultant, Spalding DeDecker, recently developed an asset management plan for AC water main replacement. The plan prioritizes segments of water main based on existing main conditions, probability of failure, and consequence of failure. This project, which replaced approximately 3.5 miles of AC water main, began a phased, multi-year program aimed at replacing all AC water main throughout the City.

This year's program dealt with AC water main in the Meadowbrook Manor subdivision (Division 1), Meadowbrook Lake subdivision (Division 2), along Center Street (Division 3 - in the North Hills subdivision), and along Roethel Drive (Division 4 - via a change order). The contract involved abandoning the existing asbestos water main, placement of new ductile iron water main, placement of new water service connections, and replacing the associated streets with new asphalt and new concrete curb, where applicable.

The construction contract was awarded at the July 11, 2022 City Council meeting to Pamar Enterprises, Inc., in the amount of \$6,532,828.15. Staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, to review and verify the final contract amount of \$188,511.23 (retainage) that is due the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, August 28, 2024).

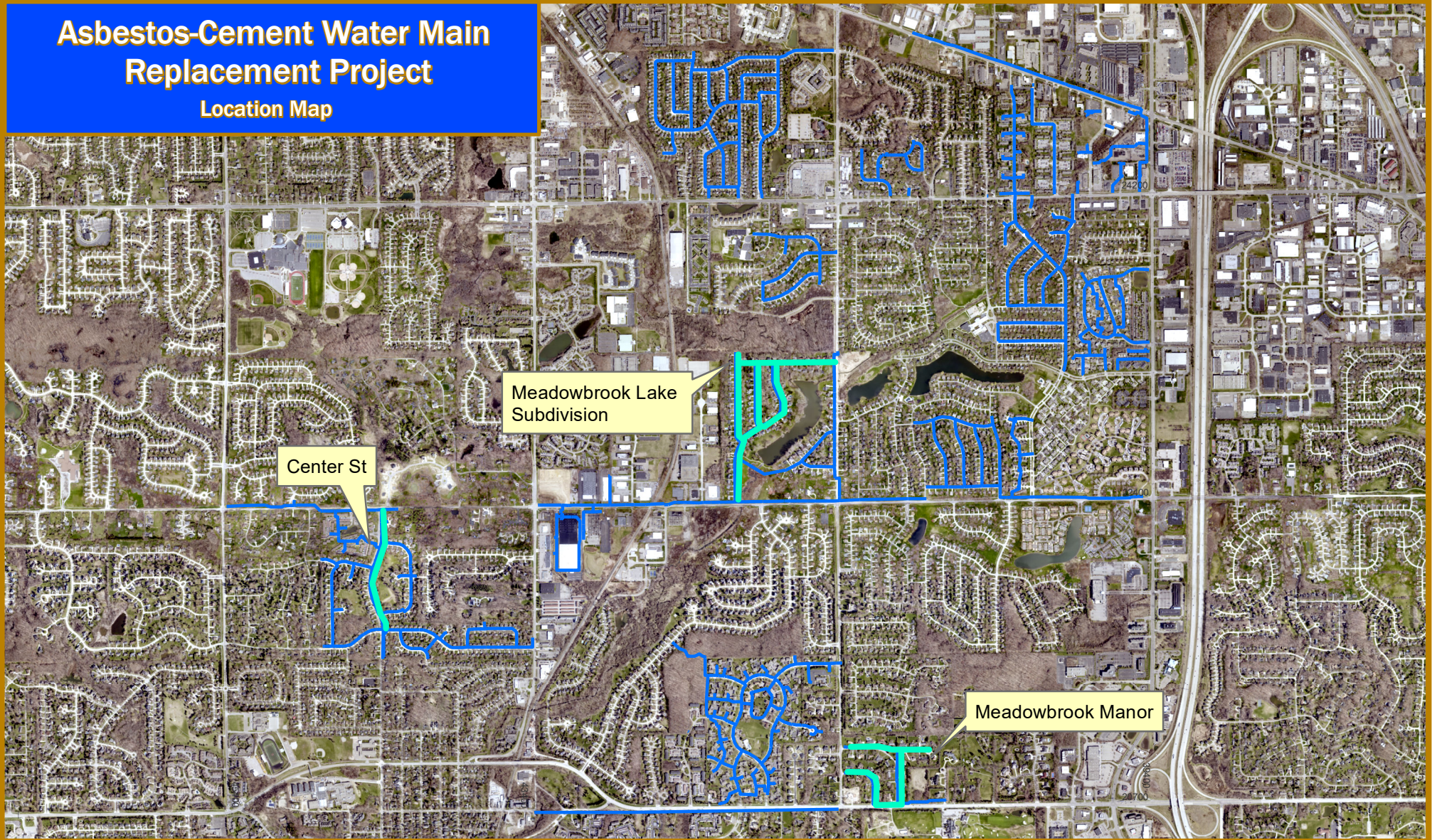
There were eleven (11) approved change orders issued, resulting in an overall increase of \$599,139.69 or 9.2% over the awarded amount. The approved change orders resulted in a final contract price of \$7,131,967.84 for the contract. See the table below for a breakdown of the change orders:

<b>CHANGE ORDER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>1</b>	Revised valve connections and locations at Meadowbrook Manor	-\$15,550.00
<b>2</b>	Revising open cut method to pipe bursting at Meadowbrook Manor (8 Mile)	\$9,440.00
<b>3</b>	Addition of gate valve & wells and alternative service leads for Divisions 1, 2, & 3	\$18,200.00
<b>4</b>	Addition of three driveway aprons on Center Street	\$8,924.37
<b>5</b>	Initial balancing of items in Division 1, 2, & 3	-\$584,376.34
<b>6</b>	Addition of Roethel Drive water main replacement & roadway rehabilitation	\$1,263,907.25
<b>7</b>	Addition of concrete curb & gutter along the east side of Roethel Drive	\$186,315.56
<b>8</b>	Directional Bore of Fire Station No. 2 water service and driveway aprons off Roethel Drive	\$2,460.05
<b>9</b>	Balancing quantity items of driveways, cold milling & water services in Divisions 1, 2, & 3	\$54,825.34
<b>10</b>	Balancing quantities for items in Divisions 1 & 4	-\$346,849.09
<b>11</b>	Final balancing of all remaining items in contract	\$1,842.54
	<b>TOTAL</b>	<b>\$599,139.69</b>

**RECOMMENDED ACTION:** Approval of the final payment to Pamar Enterprises, Inc. for the 2022 Asbestos Water Main Replacement Program in the amount of \$188,511.23, plus interest earned on retainage.

# Asbestos-Cement Water Main Replacement Project

## Location Map



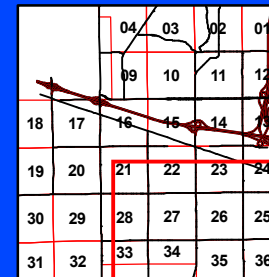
Map Author: Rebecca Runkel  
 Date: 1/10/22  
 Project: AC WM Replacement  
 Version #: 2.0

**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**

- Asbestos Cement Water Main
- Proposed Replacement Segment Asbestos Cement Water Main

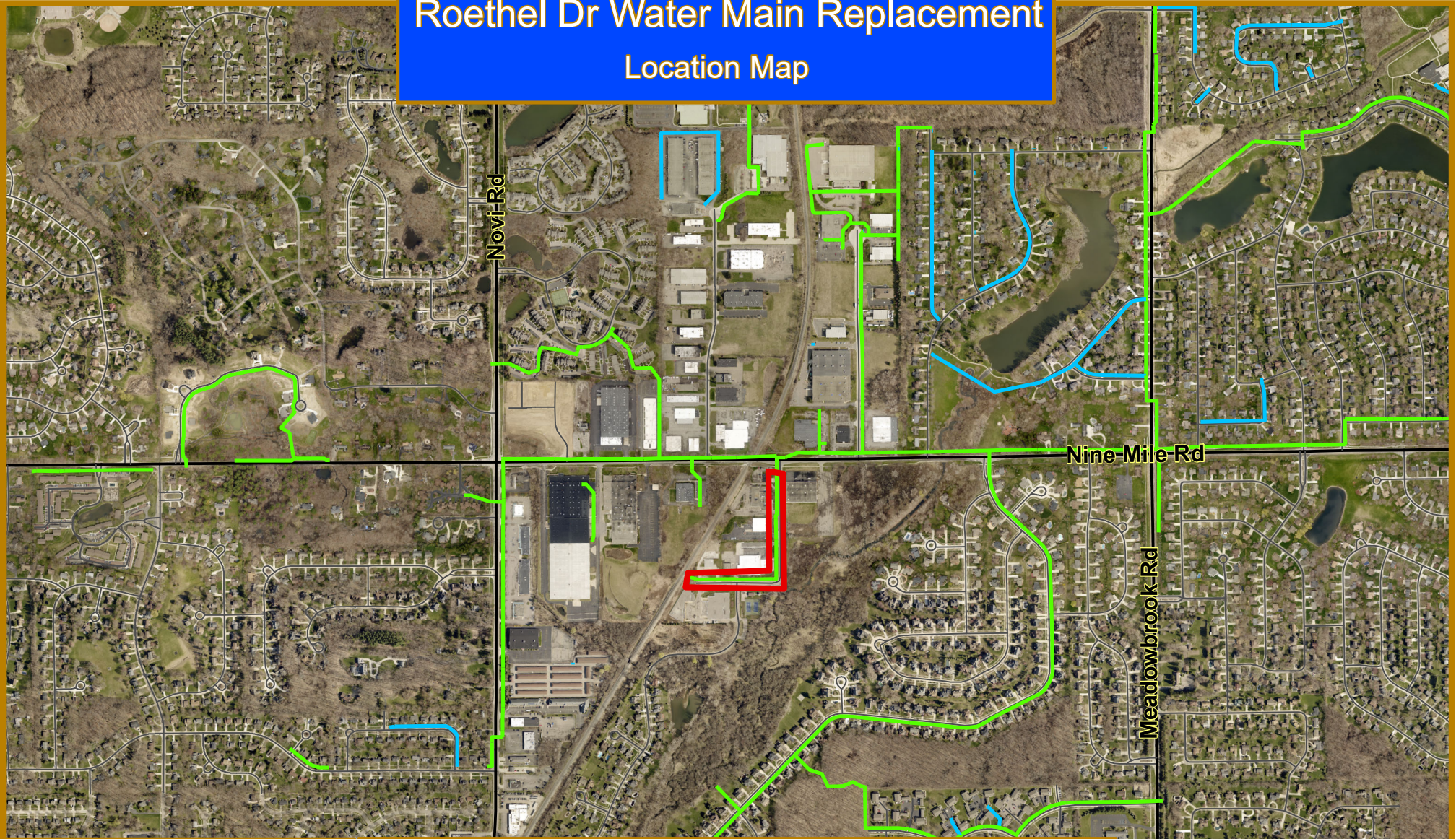


## City of Novi

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



# Roethel Dr Water Main Replacement Location Map



Map Author: Rebecca Runkel  
 Date: 7-18-23  
 Project: Roethel Dr WM Replacement  
 Version #: 1.0

**MAP INTERPRETATION NOTICE**

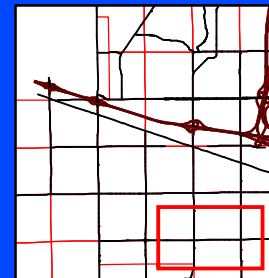
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**Legend**

**Water Main**

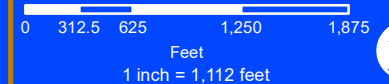
- 6"
- 12"

2023 Project Area



**City of Novi**

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



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ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

August 28, 2024

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

**Re: 2022 Asbestos Water Main Replacement – Pamar Enterprises  
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2022 Asbestos Water Main Replacement Project:

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS  
Enclosure

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



# CITY OF NOVI

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

Balance Due This Payment = \$ 188,511.23

PURCHASE ORDER NO.  
**97093**

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> 2022 A/C WATER MAIN REPLACEMENT PROGRAM	<b>NOVI PROJECT NO.:</b> 22-1102	<b>PAYMENT NO.:</b> FINAL
	<b>CIP NO.:</b> N/A	
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	<b>CONTRACTOR:</b> Pamar Enterprises, Inc. 31604 Pamar Court New Haven, Michigan 48048 (586) 749-8593
<b>CONTRACT AMOUNT</b>	<b>SUBSTANTIAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$6,532,828.15	<b>ORIGINAL:</b> November 30, 2023	<b>FROM:</b> December 15, 2023
<b>REVISED:</b> \$7,131,967.84	<b>REVISED:</b>	<b>TO:</b> June 11, 2024
<b>ACTUAL:</b>	<b>ACTUAL:</b>	

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 1 - CENTER STREET GL# 592-536.00-976.082			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 - Center Street	CD		75.00	\$ 700.00	\$ 52,500.00	75.00	\$ 700.00	\$ 52,500.00	0.50	\$ 350.00	1%	80.50	\$ 56,350.00	107%
0	Crew Days - Division 2 - Mead. Lake	CD		118.00	\$ 700.00	\$ 82,600.00	122.25	\$ 700.00	\$ 85,575.00	1.00	\$ 700.00	1%	135.00	\$ 94,500.00	110%
0	Crew Days - Division 3 - Mead Manor	CD		70.00	\$ 700.00	\$ 49,000.00	70.00	\$ 700.00	\$ 49,000.00	1.00	\$ 700.00	1%	76.00	\$ 53,200.00	109%
0	Crew Days - Division 4 - Roethel Dr	CD		0.00	\$ 700.00		84.00	\$ 800.00	\$ 67,200.00	0.50	\$ 400.00	1%	54.00	\$ 43,200.00	64%
0	Crew Days - Division 5	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
	<b>TOTAL CREW DAYS</b>			<b>263.00</b>	<b>\$ 700.00</b>	<b>\$ 184,100.00</b>	<b>351.25</b>	<b>\$ 700.00</b>	<b>\$ 245,875.00</b>	<b>3.00</b>	<b>\$ 2,100.00</b>	<b>1%</b>	<b>345.50</b>	<b>\$ 241,850.00</b>	<b>98%</b>
1	Mobilization	LS		1.00	\$ 80,000.00	\$ 80,000.00	1.00	\$ 80,000.00	\$ 80,000.00				1.00	\$ 80,000.00	100%
2	Pre-Construction Audio/Visual	LS		1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ 750.00				1.00	\$ 750.00	100%
3	Soil Erosion Control Measures	LS		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
4	Exploratory Investigation, Vertical	VF		300.00	\$ 35.00	\$ 10,500.00	12.00	\$ 35.00	\$ 420.00				12.00	\$ 420.00	100%
5	Clearing	AC		1.00	\$ 16,000.00	\$ 16,000.00	0.00	\$ 16,000.00	\$ -				0.00		
6	Pavement, Remove	SY		35.00	\$ 18.00	\$ 630.00	268.17	\$ 18.00	\$ 4,827.06				268.17	\$ 4,827.06	100%
7	HMA Cold Milling	SY		4374.00	\$ 3.50	\$ 15,309.00	5070.78	\$ 3.50	\$ 17,747.73				5070.78	\$ 17,747.73	100%
8	HMA Surface, Remove, Modified	SY		5025.00	\$ 5.00	\$ 25,125.00	4109.69	\$ 5.00	\$ 20,548.45				4109.69	\$ 20,548.45	100%
9	Curb and Gutter, Conc, Remove	LF		629.00	\$ 12.00	\$ 7,548.00	610.50	\$ 12.00	\$ 7,326.00				610.50	\$ 7,326.00	100%
10	Excavation, Earth	CY		50.00	\$ 55.00	\$ 2,750.00	94.69	\$ 55.00	\$ 5,207.95				94.69	\$ 5,207.95	100%
11	Subgrade Undercut (As Needed)	CY		25.00	\$ 78.00	\$ 1,950.00	0.00	\$ 78.00	\$ -				0.00		
12	Str Rehab, Type II: Str Cover Adjust	EA		3.00	\$ 1,450.00	\$ 4,350.00	0.00	\$ 1,450.00	\$ -				0.00		
13	Agg Base, 8-inch, Limestone	SY		5060.00	\$ 15.00	\$ 75,900.00	4377.86	\$ 15.00	\$ 65,667.90				4377.86	\$ 65,667.90	100%
14	HMA, 4EML	TON		1441.00	\$ 112.15	\$ 161,808.15	1228.63	\$ 112.15	\$ 137,790.85				1228.63	\$ 137,790.85	100%
15	HMA, 5EML	TON		1087.00	\$ 124.85	\$ 135,711.95	1265.52	\$ 124.85	\$ 158,000.17				1265.52	\$ 158,000.17	100%
16	Conc Pavt w/Integral Curb, N-R, 9"	SY		35.00	\$ 110.00	\$ 3,850.00	268.17	\$ 110.00	\$ 29,498.70				268.17	\$ 29,498.70	100%
17	Curb and Gutter, Conc, Modified	LF		629.00	\$ 35.00	\$ 22,015.00	563.50	\$ 35.00	\$ 19,722.50				563.50	\$ 19,722.50	100%
18	Mailbox, Remove & Replace	EA		5.00	\$ 200.00	\$ 1,000.00	0.00	\$ 200.00	\$ -				0.00		
19	Post, Mailbox	LF		64.00	\$ 25.00	\$ 1,600.00	0.00	\$ 25.00	\$ -				0.00		
20	Sewer, Rem, Less Than 24-inch	LF		128.00	\$ 10.00	\$ 1,280.00	8.00	\$ 10.00	\$ 80.00				8.00	\$ 80.00	100%
21	Sewer, Cl A, 12-inch, Tr Det E	LF		112.00	\$ 70.00	\$ 7,840.00	0.00	\$ 70.00	\$ -				0.00		
22	Sewer, Cl A, 18-inch, Tr Det E	LF		16.00	\$ 100.00	\$ 1,600.00	0.00	\$ 100.00	\$ -				0.00		
23	San Sewer, PVC, 6-inch, Tr Det B2	LF		100.00	\$ 60.00	\$ 6,000.00	8.00	\$ 60.00	\$ 480.00				8.00	\$ 480.00	100%
24	Water Structure, Remove	EA		2.00	\$ 900.00	\$ 1,800.00	0.00	\$ 900.00	\$ -				0.00		

TOTAL THIS SHEET \$ 595,117.10 \$ 558,067.32 \$ - \$ 558,067.32 100%



**CITY OF NOVI**

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

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** 2022 A/C WATER MAIN REPLACEMENT PROGRAM

**NOVI PROJECT NO.:** 22-1102

**PAYMENT NO.:** FINAL

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 1 - CENTER STREET, CONTINUED GL# 592-536.00-976.082 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	%
25	Hydrant, Remove	EA	6.00	\$ 900.00	\$ 5,400.00	8.00	\$ 900.00	\$ 7,200.00				8.00	\$ 7,200.00	100%
26	Water Main, Remove	LF	361.00	\$ 65.00	\$ 23,465.00	108.50	\$ 65.00	\$ 7,052.50				108.50	\$ 7,052.50	100%
27	Water Main, Abandon	LF	2463.00	\$ 1.00	\$ 2,463.00	2844.00	\$ 1.00	\$ 2,844.00				2844.00	\$ 2,844.00	100%
28	Water Main, 8-inch, Open Cut	LF	460.00	\$ 195.00	\$ 89,700.00	420.50	\$ 195.00	\$ 81,997.50				420.50	\$ 81,997.50	100%
29	Water Main, 16-inch, Open Cut	LF	2318.00	\$ 279.00	\$ 646,722.00	2223.50	\$ 279.00	\$ 620,356.50				2223.50	\$ 620,356.50	100%
30	Water Main, 20-inch, Open Cut	LF	450.00	\$ 350.00	\$ 157,500.00	407.00	\$ 350.00	\$ 142,450.00				407.00	\$ 142,450.00	100%
31	GV&W, 8-inch, Modified	EA	4.00	\$ 9,000.00	\$ 36,000.00	7.00	\$ 9,000.00	\$ 63,000.00				7.00	\$ 63,000.00	100%
32	GV&W, 16-inch, Modified	EA	6.00	\$ 11,000.00	\$ 66,000.00	6.00	\$ 11,000.00	\$ 66,000.00				6.00	\$ 66,000.00	100%
33	In-Line Stop, 8-inch	EA	2.00	\$ 500.00	\$ 1,000.00	0.00	\$ 500.00	\$ -				0.00		
34	In-Line Stop, 16-inch	EA	2.00	\$ 800.00	\$ 1,600.00	0.00	\$ 800.00	\$ -				0.00		
35	In-Line Stop, 20-inch	EA	3.00	\$ 1,000.00	\$ 3,000.00	0.00	\$ 1,000.00	\$ -				0.00		
36	Hydrant Assembly	EA	6.00	\$ 8,600.00	\$ 51,600.00	6.00	\$ 8,600.00	\$ 51,600.00				6.00	\$ 51,600.00	100%
37	WM, Connect 20-inch to Ex. 16-inch	EA	1.00	\$ 14,500.00	\$ 14,500.00	0.00	\$ 14,500.00	\$ -				0.00		
38	WM, Connect 16-inch to Ex. 16-inch	EA	1.00	\$ 13,000.00	\$ 13,000.00	1.00	\$ 13,000.00	\$ 13,000.00				1.00	\$ 13,000.00	100%
39	WM, Connect 16-inch to Ex. 12-inch	EA	1.00	\$ 11,500.00	\$ 11,500.00	0.00	\$ 11,500.00	\$ -				0.00		
40	WM, Connect 8-inch to Ex. 8-inch	EA	7.00	\$ 9,000.00	\$ 63,000.00	7.00	\$ 9,000.00	\$ 63,000.00				7.00	\$ 63,000.00	100%
41	Water Service, 1-inch	LF	1195.00	\$ 55.00	\$ 65,725.00	1604.00	\$ 55.00	\$ 88,220.00				1604.00	\$ 88,220.00	100%
42	Temporary Traffic Control	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ 25,000.00				1.00	\$ 25,000.00	100%
43	Surface Restoration	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 15,000.00				1.00	\$ 15,000.00	100%
44	RCOC Permit Allowance	DLR	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
	Stockpile	DLR												

TOTAL FROM THIS SHEET	\$ 1,293,175.00	\$ 1,247,720.50	\$ -	\$ 1,247,720.50
TOTAL FROM OTHER SHEET	\$ 595,117.10	\$ 558,067.32	\$ -	\$ 558,067.32
SUBTOTAL	\$ 1,888,292.10	\$ 1,805,787.82	\$ -	\$ 1,805,787.82 100%



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## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 2022 A/C WATER MAIN REPLACEMENT PROGRAM      **NOVI PROJECT NO.:** 22-1102      **PAYMENT NO.:** FINAL

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 2 - MEADOWBROOK LAKE GL# 592-536.00-976.082			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	%
45	Mobilization	LS		1.00	\$ 132,000.00	\$ 132,000.00	1.00	\$ 132,000.00	\$ 132,000.00				1.00	\$ 132,000.00	100%
46	Pre-Construction Audio/Visual	LS		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
47	Soil Erosion Control Measures	LS		1.00	\$ 18,000.00	\$ 18,000.00	1.00	\$ 18,000.00	\$ 18,000.00				1.00	\$ 18,000.00	100%
48	Exploratory Investigation, Vertical	VF		100.00	\$ 35.00	\$ 3,500.00	14.30	\$ 35.00	\$ 500.50				14.30	\$ 500.50	100%
49	Clearing	AC		1.00	\$ 16,000.00	\$ 16,000.00	0.00	\$ 16,000.00	\$ -				0.00	\$ -	
50	Tree, Rem, 6-inch to 18-inch	EA		3.00	\$ 500.00	\$ 1,500.00	0.00	\$ 500.00	\$ -				0.00	\$ -	
51	HMA Cold Milling	SY		8266.00	\$ 3.50	\$ 28,931.00	8522.17	\$ 3.50	\$ 29,827.60				8522.17	\$ 29,827.60	100%
52	HMA Surface, Rem, Modified	SY		8277.00	\$ 5.00	\$ 41,385.00	7856.99	\$ 5.00	\$ 39,284.95				7856.99	\$ 39,284.95	100%
53	Curb and Gutter, Conc, Rem	LF		23.00	\$ 19.00	\$ 437.00	52.00	\$ 19.00	\$ 988.00				52.00	\$ 988.00	100%
54	Driveway, Remove, Modified	SY		673.00	\$ 16.00	\$ 10,768.00	442.94	\$ 16.00	\$ 7,087.04				442.94	\$ 7,087.04	100%
55	Sidewalk, Remove	SY		22.00	\$ 12.00	\$ 264.00	6.94	\$ 12.00	\$ 83.28				6.94	\$ 83.28	100%
56	Excavation, Earth	CY		245.00	\$ 55.00	\$ 13,475.00	786.44	\$ 55.00	\$ 43,254.20				786.44	\$ 43,254.20	100%
57	Subgrade Undercut (As Needed)	CY		25.00	\$ 78.00	\$ 1,950.00	0.00	\$ 78.00	\$ -				0.00	\$ -	
58	Str Rehab Type II: Str Cover Adjust	EA		3.00	\$ 1,450.00	\$ 4,350.00	0.00	\$ 1,450.00	\$ -				0.00	\$ -	
59	Agg Base, 6-inch, Limestone	SY		22.00	\$ 14.00	\$ 308.00	0.00	\$ 14.00	\$ -				0.00	\$ -	
60	Agg Base, 8-inch, Limestone	SY		9838.00	\$ 15.00	\$ 147,570.00	8245.60	\$ 15.00	\$ 123,684.00				8245.60	\$ 123,684.00	100%
61	HMA, Drive Approach	TON		26.00	\$ 225.00	\$ 5,850.00	59.97	\$ 225.00	\$ 13,493.25				59.97	\$ 13,493.25	100%
62	HMA, 4EML	TON		1065.00	\$ 112.15	\$ 119,439.75	1031.82	\$ 112.15	\$ 115,718.61				1031.82	\$ 115,718.61	100%
63	HMA, 5EML	TON		1955.00	\$ 124.85	\$ 244,081.75	1910.74	\$ 124.85	\$ 238,555.89				1910.74	\$ 238,555.89	100%
64	Curb and Gutter, Conc, Modified	LF		23.00	\$ 55.00	\$ 1,265.00	52.00	\$ 55.00	\$ 2,860.00				52.00	\$ 2,860.00	100%
65	Shield Gutter, Conc, Det 3	EA		1.00	\$ 650.00	\$ 650.00	0.00	\$ 650.00	\$ -				0.00	\$ -	
66	Spillway, Conc	LF		3.00	\$ 150.00	\$ 450.00	0.00	\$ 150.00	\$ -				0.00	\$ -	
67	Driveway, Nonreinf Conc, 6-inch	SY		583.00	\$ 55.00	\$ 32,065.00	469.21	\$ 55.00	\$ 25,806.55				469.21	\$ 25,806.55	100%
68	Sidewalk, Conc, 4-inch	SF		104.00	\$ 7.00	\$ 728.00	62.50	\$ 7.00	\$ 437.50				62.50	\$ 437.50	100%
69	ADA Detectable Warning Plate	SF		20.00	\$ 35.00	\$ 700.00	0.00	\$ 35.00	\$ -				0.00	\$ -	
70	ADA Ramp, Conc, 6-inch	SF		123.00	\$ 15.00	\$ 1,845.00	0.00	\$ 15.00	\$ -				0.00	\$ -	
71	Mailbox, Remove & Replace	EA		43.00	\$ 200.00	\$ 8,600.00	14.00	\$ 200.00	\$ 2,800.00				14.00	\$ 2,800.00	100%
72	Post, Mailbox	LF		352.00	\$ 25.00	\$ 8,800.00	0.00	\$ 25.00	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET					\$ 845,912.50		\$ 795,381.37		\$ -		\$ 795,381.37				
TOTAL FROM OTHER SHEETS					\$ 1,888,292.10		\$ 1,805,787.82		\$ -		\$ 1,805,787.82				
SUBTOTAL					\$ 2,734,204.60		\$ 2,601,169.18		\$ -		\$ 2,601,169.18			100%	





# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 A/C WATER MAIN REPLACEMENT PROGRAM      NOVI PROJECT NO.: 22-1102      PAYMENT NO.: FINAL

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

Item No.	DIVISION 2 - MEADOWBROOK LAKE, CONTINUED GL# 592-536.00-976.082		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
73	Guardrail, Remove	LF	38.00	\$ 5.00	\$ 190.00	38.00	\$ 5.00	\$ 190.00				38.00	\$ 190.00	100%
74	Guardrail Post, Furn & Install, 72-inch	EA	4.00	\$ 225.00	\$ 900.00	4.00	\$ 225.00	\$ 900.00				4.00	\$ 900.00	100%
75	Guardrail, Type A	LF	38.00	\$ 59.00	\$ 2,242.00	38.00	\$ 59.00	\$ 2,242.00				38.00	\$ 2,242.00	100%
76	Culv, Rem, Less Than 24-inch	LF	160.00	\$ 10.00	\$ 1,600.00	160.75	\$ 10.00	\$ 1,607.50				160.75	\$ 1,607.50	100%
77	Culv, Cl E, 12-inch	LF	160.00	\$ 70.00	\$ 11,200.00	160.75	\$ 70.00	\$ 11,252.50				160.75	\$ 11,252.50	100%
78	San Sewer, PVC, 6-inch, Tr Det B2	LF	100.00	\$ 60.00	\$ 6,000.00	0.00	\$ 60.00	\$ -				0.00	\$ -	
79	Hydrant, Remove	EA	12.00	\$ 900.00	\$ 10,800.00	12.00	\$ 900.00	\$ 10,800.00				12.00	\$ 10,800.00	100%
80	Water Main, Remove	LF	276.00	\$ 65.00	\$ 17,940.00	41.50	\$ 65.00	\$ 2,697.50				41.50	\$ 2,697.50	100%
81	Water Main, Abandon	LF	6892.00	\$ 4.00	\$ 27,568.00	6981.00	\$ 4.00	\$ 27,924.00				6981.00	\$ 27,924.00	100%
82	WM, 8-inch, Directional Drill, HDPE	LF	210.00	\$ 166.00	\$ 34,860.00	212.00	\$ 166.00	\$ 35,192.00				212.00	\$ 35,192.00	100%
83	WM, 6-inch, Open Cut	LF	71.00	\$ 178.00	\$ 12,638.00	133.50	\$ 178.00	\$ 23,763.00				133.50	\$ 23,763.00	100%
84	WM, 8-inch, Open Cut	LF	7714.00	\$ 166.00	\$ 1,280,524.00	7110.50	\$ 166.00	\$ 1,180,343.00				7110.50	\$ 1,180,343.00	100%
85	WM, 12-inch, Open Cut	LF	171.00	\$ 250.00	\$ 42,750.00	36.50	\$ 250.00	\$ 9,125.00				36.50	\$ 9,125.00	100%
86	GV&W, 6-inch, Modified	EA	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ 7,500.00				1.00	\$ 7,500.00	100%
87	GV&W, 8-inch, Modified	EA	18.00	\$ 9,000.00	\$ 162,000.00	17.00	\$ 9,000.00	\$ 153,000.00				17.00	\$ 153,000.00	100%
88	In-Line Stop, 6-inch	EA	2.00	\$ 450.00	\$ 900.00	0.00	\$ 450.00	\$ -				0.00	\$ -	
89	In-Line Stop, 8-inch	EA	2.00	\$ 500.00	\$ 1,000.00	0.00	\$ 500.00	\$ -				0.00	\$ -	
90	In-Line Stop, 12-inch	EA	2.00	\$ 650.00	\$ 1,300.00	0.00	\$ 650.00	\$ -				0.00	\$ -	
91	Hydrant Assembly	EA	14.00	\$ 8,600.00	\$ 120,400.00	14.00	\$ 8,600.00	\$ 120,400.00				14.00	\$ 120,400.00	100%
92	WM, Connect 12-inch to Ex. 12-inch	EA	4.00	\$ 11,000.00	\$ 44,000.00	4.00	\$ 11,000.00	\$ 44,000.00				4.00	\$ 44,000.00	100%
93	WM, Connect 8-inch to Ex. 12-inch	EA	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
94	WM, Connect 6-inch to Ex. 6-inch	EA	1.00	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	\$ 6,500.00				1.00	\$ 6,500.00	100%
95	Water Service, 1-inch	LF	3609.00	\$ 55.00	\$ 198,495.00	3748.50	\$ 55.00	\$ 206,167.50				3748.50	\$ 206,167.50	100%
96	Rip-Rap, Plain	SY	5.00	\$ 250.00	\$ 1,250.00	0.00	\$ 250.00	\$ -				0.00	\$ -	
97	Pavt Mrkg, Overlay C-P, 24" Stop Bar	LF	10.00	\$ 50.00	\$ 500.00	0.00	\$ 50.00	\$ -				0.00	\$ -	
98	Temporary Traffic Control	LS	1.00	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00	\$ 35,000.00				1.00	\$ 35,000.00	100%
99	Surface Restoration	LS	1.00	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ 50,000.00				1.00	\$ 50,000.00	100%

TOTAL FROM THIS SHEET	\$ 2,088,057.00	\$ 1,938,604.00	\$ -	\$ 1,938,604.00
TOTAL FROM OTHER SHEETS	\$ 2,734,204.60	\$ 2,601,169.18	\$ -	\$ 2,601,169.18
SUBTOTAL	\$ 4,822,261.60	\$ 4,539,773.18	\$ -	\$ 4,539,773.18

100%



# CITY OF NOVI

26300 Lee BeGole Dr.  
 Novi, Michigan 48375  
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## APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 A/C WATER MAIN REPLACEMENT PROGRAM      NOVI PROJECT NO.: 22-1102      PAYMENT NO.: FINAL

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 3 - MEADOWBROOK MANOR GL# 592-536.00-976.082		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
100	Mobilization	LS	1.00	\$ 68,000.00	\$ 68,000.00	1.00	\$ 68,000.00	\$ 68,000.00				1.00	\$ 68,000.00	100%
101	Pre-Construction Audio/Visual	LS	1.00	\$ 920.00	\$ 920.00	1.00	\$ 920.00	\$ 920.00				1.00	\$ 920.00	100%
102	Soil Erosion Control Measures	LS	1.00	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	\$ 12,000.00				1.00	\$ 12,000.00	100%
103	Exploratory Investigation, Vertical	VF	100.00	\$ 35.00	\$ 3,500.00	0.00	\$ 35.00	\$ -				0.00	\$ -	
104	Clearing	AC	1.00	\$ 16,000.00	\$ 16,000.00	0.00	\$ 16,000.00	\$ -				0.00	\$ -	
105	Tree, Rem, 6-inch to 18-inch	EA	3.00	\$ 500.00	\$ 1,500.00	0.00	\$ 500.00	\$ -				0.00	\$ -	
106	Pavement, Remove	SY	67.00	\$ 18.00	\$ 1,206.00	0.00	\$ 18.00	\$ -				0.00	\$ -	
107	HMA Cold Milling	SY	6054.00	\$ 3.50	\$ 21,189.00	6290.39	\$ 3.50	\$ 22,016.37				6290.39	\$ 22,016.37	100%
108	HMA Surface Remove, Modified	SY	4035.00	\$ 5.00	\$ 20,175.00	1599.55	\$ 5.00	\$ 7,997.75				1599.55	\$ 7,997.75	100%
109	Curb and Gutter, Conc, Remove	LF	104.00	\$ 19.00	\$ 1,976.00	82.50	\$ 19.00	\$ 1,567.50				82.50	\$ 1,567.50	100%
110	Driveway, Remove, Modified	SY	186.00	\$ 16.00	\$ 2,976.00	282.44	\$ 16.00	\$ 4,519.04				282.44	\$ 4,519.04	100%
111	Sidewalk, Remove	SY	240.00	\$ 12.00	\$ 2,880.00	43.63	\$ 12.00	\$ 523.56				43.63	\$ 523.56	100%
112	Excavation, Earth	CY	50.00	\$ 55.00	\$ 2,750.00	16.47	\$ 55.00	\$ 905.85				16.47	\$ 905.85	100%
113	Subgrade Undercut (As Needed)	CY	25.00	\$ 78.00	\$ 1,950.00	0.00	\$ 78.00	\$ -				0.00	\$ -	
114	Str Rehab Type II: Str Cover Adjust	EA	3.00	\$ 1,450.00	\$ 4,350.00	0.00	\$ 1,450.00	\$ -				0.00	\$ -	
115	Agg Base, 6-inch, Limestone	SY	240.00	\$ 14.00	\$ 3,360.00	0.00	\$ 14.00	\$ -				0.00	\$ -	
116	Agg Base, 8-inch, Limestone	SY	4288.00	\$ 15.00	\$ 64,320.00	2176.55	\$ 15.00	\$ 32,648.25				2176.55	\$ 32,648.25	100%
117	HMA, Drive Approach	TON	2.00	\$ 225.00	\$ 450.00	22.12	\$ 225.00	\$ 4,977.00				22.12	\$ 4,977.00	100%
118	HMA, 4EML	TON	473.00	\$ 112.15	\$ 53,046.95	470.51	\$ 112.15	\$ 52,767.70				470.51	\$ 52,767.70	100%
119	HMA, 5EML	TON	1176.00	\$ 124.85	\$ 146,823.60	1125.18	\$ 124.85	\$ 140,478.72				1125.18	\$ 140,478.72	100%
120	Conc Pavt w/Integral Curb, N-F, 9"	SY	67.00	\$ 110.00	\$ 7,370.00	0.00	\$ 110.00	\$ -				0.00	\$ -	
121	Curb and Gutter, Conc, Modified	LF	104.00	\$ 55.00	\$ 5,720.00	82.50	\$ 55.00	\$ 4,537.50				82.50	\$ 4,537.50	100%
122	Driveway, Nonreinf Conc, 6-inch	SY	174.00	\$ 75.00	\$ 13,050.00	301.00	\$ 75.00	\$ 22,575.00				301.00	\$ 22,575.00	100%
123	Sidewalk, Conc, 4-inch	SF	2012.00	\$ 7.00	\$ 14,084.00	272.50	\$ 7.00	\$ 1,907.50				272.50	\$ 1,907.50	100%
124	ADA Detectable Warning Plate	SF	30.00	\$ 35.00	\$ 1,050.00	20.00	\$ 35.00	\$ 700.00				20.00	\$ 700.00	100%
125	ADA Ramp, Conc, 6-inch	SF	195.00	\$ 15.00	\$ 2,925.00	120.00	\$ 15.00	\$ 1,800.00				120.00	\$ 1,800.00	100%
126	Mailbox, Remove & Replace	EA	20.00	\$ 200.00	\$ 4,000.00	14.00	\$ 200.00	\$ 2,800.00				14.00	\$ 2,800.00	100%
127	Post, Mailbox	LF	168.00	\$ 25.00	\$ 4,200.00	0.00	\$ 25.00	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET				\$ 481,771.55		\$ 383,641.73		\$ -				\$ 383,641.73		
TOTAL FROM OTHER SHEETS				\$ 4,822,261.60		\$ 4,539,773.18		\$ -				\$ 4,539,773.18		
SUBTOTAL				\$ 5,304,033.15		\$ 4,923,414.92		\$ -				\$ 4,923,414.92	100%	



# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

**PROJECT:** 2022 A/C WATER MAIN REPLACEMENT PROGRAM      **NOVI PROJECT NO.:** 22-1102      **PAYMENT NO.:** FINAL

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 3 - MEADOWBROOK MANOR, CONT'D GL# 592-536.00-976.082			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	%
128	Culv, Rem, Less Than 24-inch	LF		153.00	\$ 10.00	\$ 1,530.00	60.00	\$ 10.00	\$ 600.00				60.00	\$ 600.00	100%
129	Culv, Cl E, 12-inch	LF		145.00	\$ 70.00	\$ 10,150.00	30.00	\$ 70.00	\$ 2,100.00				30.00	\$ 2,100.00	100%
130	Culv, Rem, Less Than 24-inch	LF		13.00	\$ 10.00	\$ 130.00	0.00	\$ 10.00	\$ -				0.00	\$ -	
131	Culv, Cl E, 12-inch	LF		13.00	\$ 70.00	\$ 910.00	30.00	\$ 70.00	\$ 2,100.00				30.00	\$ 2,100.00	100%
132	San Sewer, PVC, 6-inch, Tr Det B2	LF		100.00	\$ 60.00	\$ 6,000.00	0.00	\$ 60.00	\$ -				0.00	\$ -	
133	Hydrant, Remove	EA		8.00	\$ 900.00	\$ 7,200.00	4.00	\$ 900.00	\$ 3,600.00				4.00	\$ 3,600.00	100%
134	Water Main, Remove	LF		640.00	\$ 65.00	\$ 41,600.00	33.00	\$ 65.00	\$ 2,145.00				33.00	\$ 2,145.00	100%
135	Water Main, Abandon	LF		2392.00	\$ 5.00	\$ 11,960.00	2392.00	\$ 5.00	\$ 11,960.00				2392.00	\$ 11,960.00	100%
136	WM, 8-inch, Open Cut	LF		3495.00	\$ 170.00	\$ 594,150.00	3242.00	\$ 170.00	\$ 551,140.00				3242.00	\$ 551,140.00	100%
137	WM, 10-inch, Open Cut	LF		60.00	\$ 250.00	\$ 15,000.00	0.00	\$ 250.00	\$ -				0.00	\$ -	
138	WM, 12-inch, Open Cut	LF		572.00	\$ 270.00	\$ 154,440.00	23.50	\$ 270.00	\$ 6,345.00				23.50	\$ 6,345.00	100%
139	WM, 20-inch, Open Cut	LF		180.00	\$ 350.00	\$ 63,000.00	0.00	\$ 350.00	\$ -				0.00	\$ -	
140	GV&W, 8-inch, Modified	EA		6.00	\$ 9,000.00	\$ 54,000.00	4.00	\$ 9,000.00	\$ 36,000.00				4.00	\$ 36,000.00	100%
141	GV&W, 12-inch, Modified	EA		1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ 10,000.00	\$ -				0.00	\$ -	
142	In-Line Stop, 8-inch	EA		2.00	\$ 500.00	\$ 1,000.00	0.00	\$ 500.00	\$ -				0.00	\$ -	
143	In-Line Stop, 12-inch	EA		3.00	\$ 650.00	\$ 1,950.00	0.00	\$ 650.00	\$ -				0.00	\$ -	
144	In-Line Stop, 20-inch	EA		4.00	\$ 1,000.00	\$ 4,000.00	0.00	\$ 1,000.00	\$ -				0.00	\$ -	
145	Hydrant Assembly	EA		9.00	\$ 8,600.00	\$ 77,400.00	9.00	\$ 8,600.00	\$ 77,400.00	1.00	\$ 8,600.00	11%	9.00	\$ 77,400.00	100%
146	WM, Connect 8-inch to Ex. 20-inch	EA		2.00	\$ 10,000.00	\$ 20,000.00	0.00	\$ 10,000.00	\$ -				0.00	\$ -	
147	WM, Connect 12-inch to Ex. 12-inch	EA		1.00	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ 11,000.00				1.00	\$ 11,000.00	100%
148	Water Service, 1-inch	LF		1125.00	\$ 55.00	\$ 61,875.00	1218.00	\$ 55.00	\$ 66,990.00				1218.00	\$ 66,990.00	100%
149	Temporary Traffic Control	LS		1.00	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00	\$ 35,000.00				1.00	\$ 35,000.00	100%
150	Surface Restoration	LS		1.00	\$ 45,000.00	\$ 45,000.00	1.00	\$ 45,000.00	\$ 45,000.00				1.00	\$ 45,000.00	100%
151	WCDPS Permit Allowance	DLR		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%

TOTAL FROM THIS SHEET	\$ 1,228,795.00	\$ 852,880.00	\$ 8,600.00	\$ 852,880.00
TOTAL FROM OTHER SHEETS	\$ 5,304,033.15	\$ 4,923,414.92	\$ -	\$ 4,923,414.92
SUBTOTAL	\$ 6,532,828.15	\$ 5,776,294.92	\$ 8,600.00	\$ 5,776,294.92

100%



# CITY OF NOVI

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## APPLICATION FOR FINAL PAYMENT

PROJECT: 2022 A/C WATER MAIN REPLACEMENT PROGRAM

NOVI PROJECT NO.: 22-1102

PAYMENT NO.: FIANL

### 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	%
152	Tapping Sleeve, Valve and Well, 8 inch	EA	3	GL# 592-536.00-976.082	2.00	\$ 22,225.00	\$ 44,450.00				2.00	\$ 44,450.00	100%
153	Connect New 8 inch to Existing 20 inch	EA	3	GL# 592-536.00-976.082	2.00	\$ 5,000.00	\$ 10,000.00				2.00	\$ 10,000.00	100%
154	14" DIPS Fusible HDPE Pipe Bursting	LF	3	GL# 592-536.00-976.082	138.28	\$ 290.00	\$ 40,101.20				138.28	\$ 40,101.20	100%
155	Alternate Service Lead Jumper	EA	1	GL# 592-536.00-976.082	0.00	\$ 1,100.00	\$ -				0.00	\$ -	
156	Alternate Service Lead Jumper	EA	2	GL# 592-536.00-976.082	2.00	\$ 1,100.00	\$ 2,200.00				2.00	\$ 2,200.00	100%
157	Alternate Service Lead Jumper	EA	3	GL# 592-536.00-976.082	0.00	\$ 1,100.00	\$ -				0.00	\$ -	
158	Gate Valve and Box, 12 inch	EA	3	GL# 592-536.00-976.082	1.00	\$ 7,200.00	\$ 7,200.00				1.00	\$ 7,200.00	100%
159	Gate Valve and Well, 12 inch, Modified	EA	1	GL# 592-536.00-976.082	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
160	Water Main, 12 inch, Open Cut	LF	1	GL# 592-536.00-976.082	0.00	\$ 250.00	\$ -				0.00	\$ -	
161	Driveway, Rem, Modified	SY	1	GL# 592-536.00-976.082	98.07	\$ 16.00	\$ 1,569.12				98.07	\$ 1,569.12	100%
162	Drieway, Nonreinf Conc, 6 inch	SY	1	GL# 592-536.00-976.082	101.67	\$ 75.00	\$ 7,625.25				101.67	\$ 7,625.25	100%
163	Mobilization, Max - Roethel	LS	4	GL# 592-536.00-976.082	1.00	\$63,000.00	\$ 63,000.00				1.00	\$ 63,000.00	100%
164	Pre-Construction Audio Visual - Roethel	LS	4	GL# 592-536.00-976.082	1.00	\$700.00	\$ 700.00	1.00	\$ 700.00	100%	1.00	\$ 700.00	100%
165	Clearing - Roethel	LS	4	GL# 592-536.00-976.082	0.00	\$2,500.00	\$ -				0.00	\$ -	
166	Tree, Rem, 6 inch to 18 inch - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$500.00	\$ -				0.00	\$ -	
167	Sewer, Rem, Less than 24 inch - Roethel	FT	4	GL# 592-536.00-976.082	0.00	\$10.00	\$ -				0.00	\$ -	
168	Sewer, Rem, 24 inch to 48 inch	FT	4	GL# 592-536.00-976.082	0.00	\$19.00	\$ -				0.00	\$ -	
169	Exploratory Investigation, Vertical - Roethel	FT	4	GL# 592-536.00-976.082	0.00	\$35.00	\$ -				0.00	\$ -	
170	Curb and Gutter, Conc, Rem - Roethel	FT	4	GL# 592-536.00-976.082	2892.30	\$12.00	\$ 34,707.60	14.30	\$ 171.60	0%	2892.30	\$ 34,707.60	100%
171	Driveway, Rem, Modified - Roethel	SYD	4	GL# 592-536.00-976.082	0.00	\$16.00	\$ -				0.00	\$ -	
172	Excabation, Earth - Roethel	CYD	4	GL# 592-536.00-976.082	0.00	\$55.00	\$ -				0.00	\$ -	
173	Subgrade Undercut (As-Needed) - Roethel	CYD	4	GL# 592-536.00-976.082	0.00	\$78.00	\$ -				0.00	\$ -	
174	Soil Erosion Control Measures - Roethel Dr	LS	4	GL# 592-536.00-976.082	1.00	\$9,900.00	\$ 9,900.00				1.00	\$ 9,900.00	100%
175	Aggregate Base, 8 inch, Limestone - Roethel	SYD	4	GL# 592-536.00-976.082	601.23	\$15.50	\$ 9,319.07				601.23	\$ 9,319.07	100%
176	Sewer, CI E, 12 inch, Tr Det B - Roethel	FT	4	GL# 592-536.00-976.082	0.00	\$126.00	\$ -				0.00	\$ -	
177	Sewer, CI E, 18 inch, Tr Det B - Roethel	FT	4	GL# 592-536.00-976.082	0.00	\$165.00	\$ -				0.00	\$ -	
178	Sewer, CI E, 21 inch, Tr Det B - Roethel	FT	4	GL# 592-536.00-976.082	0.00	\$178.00	\$ -				0.00	\$ -	
179	Sewer, CI E, 24 inch, Tr Det B - Roethel	FT	4	GL# 592-536.00-976.082	0.00	\$198.00	\$ -				0.00	\$ -	
180	Dr Structure, Temp Lowering - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$395.00	\$ -				0.00	\$ -	
181	Str Rehab Type 2: Structure Cover Adjust - F	EA	4	GL# 592-536.00-976.082	0.00	\$1,450.00	\$ -				0.00	\$ -	
182	HMA Cold Milling - Roethel	SYD	4	GL# 592-536.00-976.082	4484.00	\$4.00	\$ 17,936.00				4484.00	\$ 17,936.00	100%
183	HMA Surface, Rem, Modified - Roethel	SYD	4	GL# 592-536.00-976.082	2838.00	\$5.50	\$ 15,609.00				2838.00	\$ 15,609.00	100%
184	HMA, Drive Approach - Roethel	TON	4	GL# 592-536.00-976.082	4.00	\$227.00	\$ 908.00				4.00	\$ 908.00	100%
185	HMA, 4EML - Roethel	TON	4	GL# 592-536.00-976.082	599.65	\$115.15	\$ 69,049.70				599.65	\$ 69,049.70	100%
186	HMA, 5EML - Roethel	TON	4	GL# 592-536.00-976.082	749.49	\$127.85	\$ 95,822.30				749.49	\$ 95,822.30	100%

187	Curb and Gutter, Conc, Modified - Roethel	FT	4	GL# 592-536.00-976.082	2892.30	\$55.00	\$ 159,076.50	14.30	\$ 786.50	0%	2892.30	\$ 159,076.50	100%
188	Post, Mailbox - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$25.00	\$ -				0.00	\$ -	
190	Mailbox, Remove and Replace - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$200.00	\$ -				0.00	\$ -	
200	Temporary Traffic Control - Roethel	LS	4	GL# 592-536.00-976.082	1.00	\$12,500.00	\$ 12,500.00				1.00	\$ 12,500.00	100%
201	Tree Replacement - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$1,150.00	\$ -				0.00	\$ -	
202	Surface Restoration - Roethel	LS	4	GL# 592-536.00-976.082	1.00	\$45,000.00	\$ 45,000.00				1.00	\$ 45,000.00	100%
203	Hydrant, Rem - Roethel	EA	4	GL# 592-536.00-976.082	6.00	\$900.00	\$ 5,400.00				6.00	\$ 5,400.00	100%
204	Water Structure, Rem - Roethel	EA	4	GL# 592-536.00-976.082	1.00	\$900.00	\$ 900.00				1.00	\$ 900.00	100%
205	Water Structure, Abandon - Roethel	EA	4	GL# 592-536.00-976.082	3.00	\$450.00	\$ 1,350.00				3.00	\$ 1,350.00	100%
206	Water Main, Rem - Roethel	FT	4	GL# 592-536.00-976.082	62.50	\$65.00	\$ 4,062.50				62.50	\$ 4,062.50	100%
207	Water Main, Abandon - Roethel	FT	4	GL# 592-536.00-976.082	1631.00	\$4.00	\$ 6,524.00				1631.00	\$ 6,524.00	100%
208	Water Main, 4 inch, Open Cut - Roethel	FT	4	GL# 592-536.00-976.082	32.50	\$188.00	\$ 6,110.00				32.50	\$ 6,110.00	100%
209	Water Main, 8 inch, Open Cut - Roethel	FT	4	GL# 592-536.00-976.082	112.00	\$199.25	\$ 22,316.00				112.00	\$ 22,316.00	100%
210	Water Main, 12 inch, Open Cut - Roethel	FT	4	GL# 592-536.00-976.082	1685.00	\$259.90	\$ 437,931.50				1685.00	\$ 437,931.50	100%
211	Gate Valve and Well, 4 inch, Modified - Roethel	EA	4	GL# 592-536.00-976.082	1.00	\$7,800.00	\$ 7,800.00				1.00	\$ 7,800.00	100%
212	Gate Valve and Well, 8 inch, Modified - Roethel	EA	4	GL# 592-536.00-976.082	2.00	\$9,250.00	\$ 18,500.00				2.00	\$ 18,500.00	100%
213	Gate Valve and Well, 12 inch, Modified - Roethel	EA	4	GL# 592-536.00-976.082	4.00	\$10,265.00	\$ 41,060.00				4.00	\$ 41,060.00	100%
214	In Line Stop, 8 inch - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$500.00	\$ -				0.00	\$ -	
215	In Line Stop, 12 inch - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$650.00	\$ -				0.00	\$ -	
216	Hydrant Assembly - Roethel	EA	4	GL# 592-536.00-976.082	5.00	\$8,858.00	\$ 44,290.00				5.00	\$ 44,290.00	100%
217	Water Main, Conn New 4" to Existing 4" - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$6,578.00	\$ -				0.00	\$ -	
218	Water Main, Conn New 8" to Existing 8" - Roethel	EA	4	GL# 592-536.00-976.082	4.00	\$9,180.00	\$ 36,720.00				4.00	\$ 36,720.00	100%
219	Water Main, Conn New 12" to Existing 12" - Roethel	EA	4	GL# 592-536.00-976.082	1.00	\$11,321.00	\$ 11,321.00				1.00	\$ 11,321.00	100%
220	Water Sampling Station - Roethel	EA	4	GL# 592-536.00-976.082	0.00	\$2,500.00	\$ -				0.00	\$ -	
221	Water Serv, 1 inch - Roethel	FT	4	GL# 592-536.00-976.082	35.00	\$55.00	\$ 1,925.00				35.00	\$ 1,925.00	100%
222	Water Serv, 1.5 inch - Roethel	FT	4	GL# 592-536.00-976.082	2.00	\$76.00	\$ 152.00				2.00	\$ 152.00	100%
223	Sanitary Sewer, PVC, 6 inch, Tr Det B2 - Roethel	FT	4	GL# 592-536.00-976.082	0.00	\$60.00	\$ -				0.00	\$ -	
224	Permit Allowance - Roethel	DLR	4	GL# 592-536.00-976.082	0.00	\$1.00	\$ -				0.00	\$ -	
226	Water Main, 12 inch, Open Cut	LF	1	GL# 592-536.00-976.082	54.50	\$270.00	\$ 14,715.00				54.50	\$ 14,715.00	100%
227	Conc Base Cse - Roethel Curb	CYD	4	GL# 592-536.00-976.083	17.68	\$110.00	\$ 1,944.80				17.68	\$ 1,944.80	100%
228	Excavation, Earth - Roethel Curb	CYD	4	GL# 592-536.00-976.084	134.27	\$55.00	\$ 7,384.85				134.27	\$ 7,384.85	100%
229	Surface Restoration - Roethel Curb	SYD	4	GL# 592-536.00-976.085	0.00	\$12.36	\$ -				0.00	\$ -	
230	Water Serv, 1.5 inch Dir Drill Roethel Dr	LF	4	GL# 592-536.00-976.086	110.00	\$ 128.69	\$ 14,155.90				110.00	\$ 14,155.90	100%
231	Water Serv, 2 Inch - Ropthel Dr	LF	4	GL# 592-536.00-976.086	92.00	\$156.92	\$ 14,436.64				92.00	\$ 14,436.64	100%
232	Gate Valve and Box, 8 Inch - Roethel Dr	EA	4	GL# 592-536.00-976.086	0.00	\$ 10,763.59	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 1,355,672.92		\$ 1,658.10		\$ 1,355,672.92		
TOTAL FROM OTHER SHEETS							\$ 5,776,294.92		\$ 8,600.00		\$ 5,776,294.92		
<b>GRAND TOTAL</b>							<b>\$ 6,532,828.15</b>		<b>\$ 10,258.10</b>		<b>\$ 7,131,967.84</b>		<b>100%</b>



**CITY OF NOVI**

**PURCHASE ORDER NO.**

**97093**

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

Section 2.

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** 2022 A/C WATER MAIN REPLACEMENT PROGRAM      **NOVI PROJECT NO.:** 22-1102      **PAYMENT NO.:** FINAL

<b>Original Contract Amount:</b>	\$	6,532,828.15
<b>Change Orders:</b>	\$	599,139.69
<b>Adjusted Contract Amount to Date:</b>	\$	7,131,967.84
<b>Total Cost of Work Performed to Date:</b>	\$	7,131,967.84
<b>MINUS Retainage:</b>	\$	-
<b>MINUS Inspection "Crew Days":</b>	\$	-
To Date		<b>345.50</b>
This Pay		<b>3.00</b>
<b>Net Amt. Earned of Contract and Extra Work to Date:</b>	\$	7,131,967.84
<b>MINUS L.D.'s:</b>	\$	-
# of days over =		
\$ amount/day =		<b>\$1,500</b>
<b>Subtotal:</b>	\$	7,131,967.84
<b>MINUS Amount of Previous Payments:</b>	\$	6,943,456.61

1	\$	264,922.60
2	\$	773,904.60
3	\$	750,247.65
4	\$	519,596.05
5	\$	540,774.95
6	\$	809,167.98
7	\$	781,950.89
8	\$	861,338.20
9	\$	128,389.14
10	\$	154,168.67
11	\$	356,087.05
12	\$	667,685.24
13	\$	335,223.59

**BALANCE DUE THIS PAYMENT:**      **\$ 188,511.23**

**CHANGE ORDERS**

<u>No.</u>	<u>Date</u>		<u>Amount</u>
1	December 15, 2022	\$	(15,550.00)
2	February 1, 2023	\$	9,440.00
3	February 22, 2023	\$	18,200.00
4	June 29, 2023	\$	8,924.37
5	July 6, 2023	\$	(584,376.34)
6	July 6, 2023	\$	1,263,907.25
7	September 13, 2023	\$	186,315.56
8	October 9, 2023	\$	2,460.05
9	October 18, 2023	\$	54,825.34
10	December 11, 2023	\$	(346,849.09)
11	June 6, 2024	\$	1,842.54
	rounding error	\$	0.01

**TOTAL: \$ 599,139.69**

Inspection "Crew Days" Allowed per Contract:	263.00
Additional "Crew Days" per Change Orders:	88.25
Inspection "Crew Days" Used to Date:	345.50
Inspection "Crew Days" Remaining:	5.75



# CITY OF NOVI

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

**Section 3.**

## APPLICATION FOR PROGRESS PAYMENT

**PROJECT:** 2022 A/C WATER MAIN  
REPLACEMENT PROGRAM

**NOVI PROJECT NO.:** 22-1102

**PAYMENT NO.:** 14

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

**Pamar Enterprises, Inc.**  
CONTRACTOR - Electronic Signature Certification

**Spalding DeDecker & Associates**  
CONSULTANT - Electronic Signature Certification



**AIA**<sup>®</sup>

# Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No.: 107641948

**PROJECT:** *(Name and address)*  
2022 Asbestos Cement  
Watermain Replacement

**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)*

**Travelers Casualty and Surety Company of America**  
**One Tower Square**  
**Hartford, CT 06183**

, SURETY,

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

**Pamar Enterprises, Inc.**  
**31604 Pamar Court**  
**New Haven, MI 48048**

, 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: **10 June 2024**  
*(Insert in writing the month followed by the numeric date and year.)*

**Travelers Casualty and Surety Company of America**

*(Surety)*

*(Signature of authorized representative)*

**Holly Nichols, Attorney-in-Fact**

*(Printed name and title)*

Attest:  
(Seal):





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

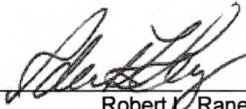
**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

By:   
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of June, 2024



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

**BOND NO. 107641948**

IN FAVOR OF **City of Novi**

ON BEHALF OF **Pamar Enterprises, Inc.**

EFFECTIVE **July 19, 2022**

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, **Travelers Casualty and Surety Company of America** hereby gives its consent to:

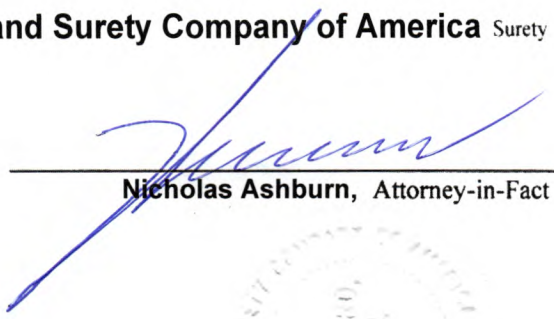
The penal sum of the above referenced **Maintenance & Guarantee bond** is hereby increased from **\$6,716,928.15** to **\$7,131,967.83**.

EFFECTIVE: **11th day of June, 2024**

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** 11th day of June, 2024

**Travelers Casualty and Surety Company of America** Surety

  
\_\_\_\_\_  
**Nicholas Ashburn, Attorney-in-Fact**





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

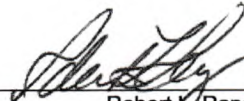
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of June, 2024.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**SWORN STATEMENT**

STATE OF MICHIGAN )  
 ) SS  
 COUNTY OF MACOMB )

Brian Olesky being duly sworn, deposes and says:  
 That he/she makes the Sworn Statement on behalf of Pamar Enterprises, Inc. who is the contractor for an improvement to the following described real property situated in Oakland County, State of Michigan and described as follows:

**820-22 Novi - 2022 AC WM Replacement**

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for:

NAME OF SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE	AMOUNT OF LABORER WAGES DUE BUT UNPAID	AMOUNT OF LABORER FRINGE BENEFITS AND WITHHOLDING
AI's Asphalt Paving Co, Inc	Subcontractor	\$ 1,047,806.51	\$ 1,047,806.51	\$ -			
American Pavement Sawing	Subcontractor	\$ 10,310.69	\$ 10,310.69	\$ -			
Aqua Turf Irrigation & Snow Services, LLC	Subcontractor	\$ 31,054.66	\$ 31,054.66	\$ -			
Ashley Land Development Co, Inc	Supplier	\$ 57,797.77	\$ 57,797.77	\$ -			
Cross Enterprises, Inc	Subcontractor	\$ 5,479.45	\$ 5,479.45	\$ -			
Dan's Aggregate	Supplier	\$ 2,963.34	\$ 2,963.34	\$ -			
Dan's Transport	Trucking	\$ 191,535.70	\$ 191,535.70	\$ -			
Duke's Root Control, Inc	Subcontractor	\$ 2,900.00	\$ 2,900.00	\$ -			
EJ USA, Inc	Supplier	\$ 245,815.59	\$ 245,815.59	\$ -			
ETNA Supply	Supplier	\$ 1,514,001.58	\$ 1,514,001.58	\$ -			
Future Fence	Subcontractor	\$ 5,612.00	\$ 5,612.00	\$ -			
GM & Sons, Inc	Subcontractor	\$ 227,420.00	\$ 227,420.00	\$ -			
Great Oaks Maintenance	Subcontractor	\$ 19,222.50	\$ 19,222.50	\$ -			
Hanes Geo Components	Supplier	\$ 11,660.85	\$ 11,660.85	\$ -			
Lion's Transport, Inc	Trucking	\$ 2,430.00	\$ 2,430.00	\$ -			
Knight's Transport, LLC	Trucking	\$ 1,980.00	\$ 1,980.00	\$ -			
Mack Industries	Supplier	\$ 96,548.32	\$ 96,548.32	\$ -			
National Industrial Maintenance, Inc	Subcontractor	\$ 6,395.00	\$ 6,395.00	\$ -			
Pavement Recycling, Inc	Subcontractor	\$ 30,050.92	\$ 30,050.92	\$ -			
Positive Energy, LLC	Subcontractor	\$ 16,590.00	\$ 16,590.00	\$ -			
Shadow Team VFX	Subcontractor	\$ 4,020.00	\$ 4,020.00	\$ -			
State Barricades, Inc	Subcontractor	\$ 32,461.11	\$ 32,461.11	\$ -			
Stoneco of Michigan	Supplier	\$ 2,916.61	\$ 2,916.61	\$ -			
Superior Materials, LLC	Supplier	\$ 27,862.10	\$ 27,862.10	\$ -			
Sylvania Minerals	Supplier	\$ 94,971.03	\$ 94,971.03	\$ -			
Tennille Creek Excavating, LLC	Subcontractor	\$ 46,000.00	\$ 46,000.00	\$ -			
Watertap, Inc	Subcontractor	\$ 10,858.00	\$ 10,858.00	\$ -			
All other stock materials, labor and fringes are paid in full thru date below.							
Sworn Statement as of	6/10/2024						

(Some columns are not applicable to all persons listed)

Continued on Page 2.

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

I make this statement as the (contractor) (subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) 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 PA497, MCL 570.1109.

**WARNING TO OWNER OR LESSEE:** AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED 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 PURSUANT TO 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.

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, 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, OR LABORER 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.

  
Brian Olesky  
Vice President  
(586) 749.8593

Subscribed and sworn to before me this

11TH day of JUNE, 2024

  
Notary Public

Macomb County, Michigan

My commission expires: 07-25-2025

SARAH MOSCRIP  
Notary Public, State of Michigan  
County of St. Clair  
My Commission Expires 07-25-2025  
Acting in the County of MACOMB



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 26,195.16** for labor/materials provided through: **02/08/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 26,195.16** for labor/materials provided through: **02/08/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby 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 me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 1,047,806.51
2. Amount paid pursuant to previous Waivers:	\$ 1,021,611.35
3. Amount paid pursuant to this Waiver:	\$ 26,195.16
4. Amount remaining unpaid:	\$ 0.00

Al's Asphalt Paving Co, Inc  
25500 Brest Road  
Taylor, Michigan 48180

Digitally signed by  
EDWARD SWANSON  
Date: 2024.04.18  
12:11:31 -0400

Signature: **EDWARD SWANSON**

Its: PRESIDENT  
Date: -

734-946-4502



I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

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**STATEMENT**

1 Total invoiced amount (as adjusted to date)	\$ 10,310 69
2 Amount paid pursuant to previous Waivers:	\$ 10,310 69
3 Amount paid pursuant to this Waiver	\$ 0 00
4 Amount remaining unpaid	\$ 0 00

American Pavement Sawing, LLC

32840 Manor Park Drive  
Garden City, Michigan 48135

Signature: *Jenna Segasser*  
Its: *Jenna Segasser*  
Date: *1-8-24*

**JENNA SEGASSER**  
**OFFICE MANAGER**  
**734-266-1770**



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

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

**STATEMENT**

1. Total Invoiced amount (as adjusted to date):	\$ 31,054.66
2. Amount paid pursuant to previous Waivers:	\$ 31,054.66
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Aqua Turf Irrigation and Snow Services  
78 Homestead Lane  
Imlay City, Michigan 48444

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

Date: 12/22/23

**TODD SANDS**  
**OWNER / PRESIDENT**  
**810.721.0057**



I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: 820-22 Novi - 2022 AC WM Replacement

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: 12/14/2023 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: 12/14/2023 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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

STATEMENT

1. Total invoiced amount (as adjusted to date):	\$ 57,797.77
2. Amount paid pursuant to previous Waivers:	\$ 57,797.77
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Ashley Land Development, Inc.  
3333 Muir  
Milford, Michigan 48380

Signature: Amy Young  
Its: Bookkeeper  
Date: 1-9-2024

AMY YOUNG  
BOOKKEEPER  
248.684.1260



**Cross Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 1,277.40** for labor/materials provided through: **11/06/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 1,277.40** for labor/materials provided through: **11/06/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 5,479.45
2. Amount paid pursuant to previous Waivers:	\$ 4,202.05
3. Amount paid pursuant to this Waiver:	\$ 1,277.40
4. Amount remaining unpaid:	\$ 0.00

Cross Enterprises, Inc  
4321 Oakwood Blvd.  
Melvindale, Michigan 48122

Signature: Linda Wilson  
Its: Agent  
Date: 11/16/23

LINDA WILSON  
AGENT  
313-386-8005

23-11756



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 2,963.34
2. Amount paid pursuant to previous Waivers:	\$ 2,963.34
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Dani's Aggregate  
5700 Ready Road  
South Rockwood, Michigan 48179

Signature: Jalyn S  
Its: Agg Admin  
Date: 4-8-24

JALYN SIRDAN  
AGG ADMIN  
734.379.9100

23-11756



Pamar Enterprises, Inc.  
58021 Grattot New Haven, MI 48048

I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

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

STATEMENT

1. Total invoiced amount (as adjusted to date):	\$ 191,535.70
2. Amount paid pursuant to previous Waivers:	\$ 191,535.70
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Dani's Transport  
5700 Ready Road  
South Rockwood, Michigan 48179

Signature: Jamie L. Lindley  
Its: OFFICE MANAGER  
Date: 01/08/2024

JAMIE LINDLEY  
OFFICE MANAGER  
734.379.9100



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 2,900.00
2. Amount paid pursuant to previous Waivers:	\$ 2,900.00
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Duke's Root Control, Inc  
15155 Fogg Street  
Plymouth, Michigan 48170

Digitally signed by Paul  
Paradis  
Date: 2024.01.08  
14:15:55 -05'00'

Signature: Paul Paradis

Its: Operations Manager

Date: 1/8/24

73A-921-3054



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

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**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby 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 me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 245,815.59
2. Amount paid pursuant to previous Waivers:	\$ 245,815.59
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

EJ USA, Inc  
P.O. Box 644873  
Pittsburgh, Pennsylvania 15264-4873

Signature: Darrel VanLo  
Its: Credit Manager  
Date: 01/09/24

**DARREL VANLOO**  
**CREDIT MANAGER**  
**231-536-2261**



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 1,514,001.58
2. Amount paid pursuant to previous Waivers:	\$ 1,514,001.58
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

ETNA Supply  
P.O. Box 772107  
Detroit, Michigan 48277-2107

Signature: *Vonda Vanderstel*  
Its: *Credit*  
Date: *1/8/24*

*VONDA VANDERSTEL  
ACCT & CREDIT SUPPORT  
248-624-5000*



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 561.20** for labor/materials provided through: **12/01/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 561.20** for labor/materials provided through: **12/01/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 5,612.00
2. Amount paid pursuant to previous Waivers:	\$ 5,050.80
3. Amount paid pursuant to this Waiver:	\$ 561.20
4. Amount remaining unpaid:	\$ 0.00

Future Fabricating/Fence  
23450 Regency Park Drive  
Warren, Michigan 48089

Digitally signed by Larry L. Berry  
DN: cn=Larry L. Berry, o=Future Fence Company, ou, email=larry@futurefencecompany.com, c=US  
Date: 2023.12.19 14:39:32 -0500

Signature: Larry L. Berry  
Its: Contract Administrator  
Date: 12/19/23

586-755-0900





**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 1,705.00** for labor/materials provided through: **05/31/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 1,705.00** for labor/materials provided through: **05/31/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

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**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 229,125.00
2. Amount paid pursuant to previous Waivers:	\$ 227,420.00
3. Amount paid pursuant to this Waiver:	\$ 1,705.00
4. Amount remaining unpaid:	\$ 0.00

GM & Sons, Inc  
46900 West Road  
Novi, Michigan 48377

Signature: 

Its: President

Date: 6/20/2024

HUGO GALLEGOS

248.956.7939



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 5,330.00** for labor/materials provided through: **10/09/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 5,330.00** for labor/materials provided through: **10/09/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

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**FULL UNCONDITIONAL WAIVER**

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STATEMENT

1. Total invoiced amount (as adjusted to date):	\$ 19,222.50
2. Amount paid pursuant to previous Waivers:	\$ 13,892.50
3. Amount paid pursuant to this Waiver:	\$ 5,330.00
4. Amount remaining unpaid:	\$ 0.00

Great Oaks Maintenance  
28025 Samuel Linden Court  
Novi, Michigan 48377

Signature: \_\_\_\_\_

Its: CTO

Date: 1.10.2024

WILLIAM PETERSON  
C.F.O.

947.214.2008



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 11,660.85
2. Amount paid pursuant to previous Waivers:	\$ 11,660.85
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Hanes Geo Components  
500 North McClain Creek Road,  
P.O. Box 457  
Conover, North Carolina 28613

Signature: 

By: Kris Carswell, Division Controller

Date: January 8, 2024

828-460-8114



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 1,980.00
2. Amount paid pursuant to previous Waivers:	\$ 1,980.00
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Knights Transport, LLC  
23224 Recreation Street  
St. Clair Shores, Michigan 48082

Signature: *Tim Bugay*  
Its: President  
Date: 1-20-2024

**TIM BUGAY**  
**PRESIDENT**  
**586-817-4057**



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 2,430.00
2. Amount paid pursuant to previous Waivers:	\$ 2,430.00
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Lion's Transport, Inc  
50349 Riverside Drive  
Macomb, Michigan 48044

Signature: *Moya Ellie*

Its: \_\_\_\_\_

Date: 1-22-24

**MOYA ELLIE**  
**AGENT**  
**586-995-1317**



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 96,548.32
2. Amount paid pursuant to previous Waivers:	\$ 96,548.32
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Mack Industries, Inc.  
8265 White Lake Road  
White Lake, Michigan 48386

Signature: **Brad Newton**  
Digitally signed by Brad Newton  
DN: cn=Brad Newton, c=US,  
ou=Mack Industries, ou=Credit  
Department,  
email=bnewton@mackconcrete.com  
Date: 2024.01.08 12:47:59 -0500

Its: Credit Manager

Date: 1/8/24

248.620.7400



**Enterprises,**  
58021 Gravel, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 6,395.00
2. Amount paid pursuant to previous Waivers:	\$ 6,395.00
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

National Industrial Maintenance, Inc  
4400 Stecker  
Dearborn, Michigan 48126-9170

Signature: *BRIAN MALINOWSKI*  
Its: VICE PRESIDENT  
Date: 1-10-2024

*BRIAN MALINOWSKI  
VICE PRESIDENT  
313-945-6464*



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 3,035.45** for labor/materials provided through: **12/01/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 3,035.45** for labor/materials provided through: **12/01/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby 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 me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 30,050.92
2. Amount paid pursuant to previous Waivers:	\$ 27,015.47
3. Amount paid pursuant to this Waiver:	\$ 3,035.45
4. Amount remaining unpaid:	\$ 0.00

Pavement Recycling, Inc  
36 Turrill Road  
Lapeer, Michigan 48446

Signature: Cody VanHevel

Its: Operations Manager

Date: 12-19-23

Cody VanHevel

CODY VAN HEVEL

810-245-5700





**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 7,140.00** for labor/materials provided through: **11/12/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 7,140.00** for labor/materials provided through: **11/12/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 16,590.00
2. Amount paid pursuant to previous Waivers:	\$ 9,450.00
3. Amount paid pursuant to this Waiver:	\$ 7,140.00
4. Amount remaining unpaid:	\$ 0.00

Positive Energy, LLC  
841 Woodleigh Way  
Oxford, Michigan 48371

Signature: *Cynthia A. Chon*  
Its: President  
Date: 12-19-2023

*CYNTHIA CHON  
PRESIDENT  
734-748-6785*



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 1,350.00** for labor/materials provided through: **08/24/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 1,350.00** for labor/materials provided through: **08/24/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 4,020.00
2. Amount paid pursuant to previous Waivers:	\$ 2,670.00
3. Amount paid pursuant to this Waiver:	\$ 1,350.00
4. Amount remaining unpaid:	\$ 0.00

Shadow Team VFX  
15551 Camden Avenue  
Eastpointe, Michigan 48021

Dyrris L  
Signature: Marshall

Digitally signed by Dyrris L Marshall  
DN: cn=Dyrris L Marshall, o=Shadow  
Team,  
email=dyria@shadowteamvfx.com, c=US  
Date: 2023.08.15 12:05:51 -0400

Its: Owner  
Date: 08/15/2023

586-872-8202



# Enterprises,

58021 Grandot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

(CHECK ONE)

### PARTIAL CONDITIONAL WAIVER

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **06/11/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

### PARTIAL UNCONDITIONAL WAIVER

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **06/11/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

### FULL CONDITIONAL WAIVER

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby 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 me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

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

### STATEMENT

1. Total invoiced amount (as adjusted to date):	\$ 32,461.11
2. Amount paid pursuant to previous Waivers:	\$ 32,461.11
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

State Barricades, Inc  
24806 Industrial Drive  
Warren, Michigan 48089

Signature: Courtne Bouchard  
Its: Secretary  
Date: 6/11/2024

COURTNE BOUCHARD  
SECRETARY  
586-756-8282



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby 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 me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 2,916.61
2. Amount paid pursuant to previous Waivers:	\$ 2,916.61
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Stoneco of Michigan  
P.O. Box 74008284  
Chicago, Illinois 60674-8284

Signature: Lisa Lucio  
Its: A/R Credit  
Date: 1-8-24

LISA LUCIO  
A/R CREDIT  
734.587.2601



**Superior Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: 12/14/2023 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: 12/14/2023 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby 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 me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

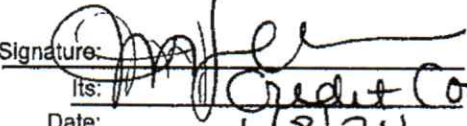
If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not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

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

STATEMENT

1. Total invoiced amount (as adjusted to date):	\$ 27,862.10
2. Amount paid pursuant to previous Waivers:	\$ 27,862.10
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Superior Materials, Inc  
30701 West 10 Mile Road, Suite 500,  
Farmington Hills, Michigan 48336

Signature:   
Its: Credit Coord  
Date: 1/8/24

MICHELLE LOSIAK  
CREDIT COORDINATOR  
708.563.3420



# Great Lakes Aggregates Companies

Sylvania Minerals • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

## FULL UNCONDITIONAL WAIVER

My/our contract with Pamar Enterprises, Inc  
(Other Contracting Party)

To provide Aggregate Material

For the improvement to the property described as:

820-22 - Novi - 2022 AC WM Replacement

Having been fully paid and satisfied, all my/our construction lien rights against subject property are hereby waived and released.

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

Sylvania Minerals, LLC

Melissa Zielinski, Office Manager  
(Signature of Lien Claimant)

Signed On: January 9, 2024

Address: 5699 Ready Road, PO Box 406  
South Rockwood, MI 48179

Telephone: (734) 783-7420

Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

123022



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 4,600.00** for labor/materials provided through: **02/08/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 4,600.00** for labor/materials provided through: **02/08/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby 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 me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

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

**STATEMENT**

1. Total Invoiced amount (as adjusted to date):	\$ 46,000.00
2. Amount paid pursuant to previous Waivers:	\$ 41,400.00
3. Amount paid pursuant to this Waiver:	\$ 4,600.00
4. Amount remaining unpaid:	\$ 0.00

Ten Mile Creek Excavating, LLC  
407 East Fort Street Suite 407  
Detroit, MI 48226

Signature:   
Its: CEO  
Date: 2/15/24

BRIAN BALL  
C.O.O.  
313-963-4263



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **820-22 Novi - 2022 AC WM Replacement**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **12/14/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

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

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 10,858.00
2. Amount paid pursuant to previous Waivers:	\$ 10,858.00
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Watertap, Inc  
48595 West Road  
Wixom, Michigan 48393

Signature: Linda S. Carpani  
Its: Vice President  
Date: 1/8/2024

Digitally signed by Linda S. Carpani  
Date: 2024.01.08 15:08:14 -05'00'

248-437-7023





**CITY OF NOVI CITY COUNCIL  
SEPTEMBER 30, 2024**

**SUBJECT:** Consideration of a contract award to B&B Landscaping Inc., the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, in the estimated seasonal amount of \$246,730. The contract term is for one year with three one-year extensions.

**SUBMITTING DEPARTMENT:** Department of Public Works, Field Operations Division  
Integrated Solutions, Facilities

**KEY HIGHLIGHTS:**

- Awarding a unit price contract to B&B Landscaping for snow removal services for city streets and municipal sites, excluding the Novi Public Library. The Novi Public Library will be awarding its snow removal services separately.
- Awarding of a unit price contract based on "seasonal rate" rather than "per push" rate results in an estimated savings of \$88,600.

**FINANCIAL IMPACT**

	<b>FY 2024/25</b>
<b>EXPENDITURE REQUIRED</b>	<b>\$ 246,730 (ESTIMATED)</b>
<b>BUDGET</b>	
<b><u>GENERAL FUND</u></b>	
Parking Lots- Civic Center (101-442.20-868.265)	
Parking Lots- Police HQ & Gun Range (101-442.20-868.301)	
Parking Lots- Fire (101-442.20-868.337)	
Parking Lots- DPW (101-442.20-868.442)	
Sidewalks - Civic Center (101-265.00-814.000)	
Sidewalks- Police HQ & Gun Range (101-301.00-814.000)	
Sidewalks- DPW (101-442.00-814.000)	
<b><u>LOCAL STREET FUND</u></b>	
203-203.07-868.100 Neighborhood Streets	<b>\$ 30,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>FUND BALANCE IMPACT</b>	<b>\$ 0</b>
<ul style="list-style-type: none"> <li>• The proposal requires a credit for services provided that are less than the minimum estimated number per municipal site, and additional payments for services exceeding the maximum estimated services provided. Neighborhood street clearing would be paid per event at the hourly rate.</li> <li>• The estimated costs are \$119,070 under budget</li> </ul>	

## **BACKGROUND INFORMATION:**

The City of Novi's Department of Public Works recently solicited unit price bids, based on snow removal support service needs for the 2024-2025 winter season. The bidding documents identify two levels of service: Priority 1 (Police Headquarters and Civic Center), which requires snow and ice removal within 1 hour of inclement weather with zero tolerance for snow or ice; and Priority 2 (Fire Stations 1-4, Indoor Gun Range, Novi Public Library, Lakeshore Park and DPW), which requires snow and ice removal within two hours of snow accumulation greater than two inches. In addition, roadway support services were solicited to enhance the level of service to neighborhood roads as needed during large snow events.

Since 2017, the City of Novi has used contractual snow removal assistance services on municipal parking lots and select neighborhood roadways. This resource continues to allow operators to work more effectively and efficiently when clearing snow and ice.

Because winter maintenance events that require municipal parking lot and sidewalk clearing are easily estimated, bid pricing was solicited in two forms, a "per-push" rate (amount billed associated with services rendered), or a "seasonal" pre-paid amount (amount paid prior to the season guaranteeing support services, at a reduced overall rate). Based on estimated snow removal and salting requirements, a "per-push" rate would cost the City an estimated \$335,330. If the City commits to B&B Landscaping at a "seasonal" rate, the estimated expenditure totals approximately \$246,730 for the same services, a savings of \$88,600 or 26%, cheaper than the per-push rate.

The seasonal rate for municipal lots and sidewalks would be paid four times throughout the winter (November 1, December 1, January 1, and February 1) prior to services being rendered at a cost of approximately \$61,682.50 per billing or \$246,730 total. The proposal requires a credit for services provided that are less than the minimum estimated number per municipal site, and additional payments for services exceeding the maximum estimated services provided. Neighborhood street clearing would be paid per event at the hourly rate.

Following a public bid solicitation period, two bids were received and opened on August 30, 2024. B&B Landscaping's bid is recommended as being in the best interest of the City as it is responsive (i.e. B&B Landscaping has complied with all bidding requirements and best meets service needs). A unit price bid tabulation is enclosed, which also includes hourly pricing for work requested on neighborhood streets.

**RECOMMENDED ACTION:** Approval to award a unit price contract to B&B Landscaping Inc., the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, excluding the Novi Public Library, in the estimated seasonal amount of \$246,730. The contract term is for one year with three one-year extensions.

**CITY OF NOVI**  
**SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB**  
**8/30/2024 2:00 PM**

Company		B & B Landscaping	Brien's Landscaping (1)
<b>CITY STREETS</b>			
Dump Truck w/plow & operator	<b>Per Hr</b>	\$90	\$145
	No. Units	7	4
		Plow    Scraper Yes    1 truck	Plow    Scraper Yes    No
4x4 Pickup w/plow & operator	<b>Per Hr</b>	\$70	\$135
	No. of Units	15	23

OTHER EQUIPMENT	Hourly Rate	No. of Units	Hourly Rate	
John Deere Loader	\$130	1		
John Deere Tractor/Loader	\$13	4		
Gehl Skidsteer/Pusher	\$80	1		
ATV/Plow/Salt Spreader	\$40	7		
2 Yard Loader		2	\$135	
5 Yard Dump Truck/Trailer		1	\$145	

MUNICIPAL SITES								
Priority 1								
Police HQ	Per Hour	\$460					n/a	
Police HQ	Per Push	\$925					n/a	
Civic Center	Per Hour	\$575					n/a	
Civic Center	Per Push	\$1,150					n/a	
Priority 2			1"-5"	5" +	Salting	1"-5"	5" +	Salting
FS #1	Per Push	\$300	\$300	\$300	\$300	n/a	n/a	n/a
FS #2	Per Push	\$250	\$250	\$250	\$250	n/a	n/a	n/a
FS #3	Per Push	\$300	\$300	\$300	\$300	n/a	n/a	n/a
FS #4	Per Push	\$300	\$300	\$300	\$300	n/a	n/a	n/a
Police Gun Range	Per Push	\$275	\$275	\$275	\$275	n/a	n/a	n/a
Public Library	Per Push	\$750	\$750	\$750	\$750	\$327	\$654	\$444
Dept of Public Works	Per Push	\$375	\$375	\$375	\$375	n/a	n/a	n/a
Lakeshore Park	Per Push	\$530	\$530	\$530	\$530	n/a	n/a	n/a

**CITY OF NOVI**  
**SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB**  
**8/30/2024 2:00 PM**

Company		B & B Landscaping	Brien's Landscaping (1)
<b>SEASONAL PRICING (ALTERNATE)</b>			
<b>Priority 1</b>			
Police HQ - Seasonal Amt		\$81,000	n/a
- Per Push		\$700	n/a
Civic Center - Seasonal Amt		\$92,000	n/a
- Per Push		\$725	n/a
<b>Priority 2</b>			
FS #1 - Seasonal Amt		\$9,370	n/a
- Per Push		\$300	n/a
FS #2 - Seasonal Amt		\$4,970	n/a
- Per Push		\$250	n/a
FS #3 - Seasonal Amt		\$9,370	n/a
- Per Push		\$300	n/a
FS #4 - Seasonal Amt		\$9,370	n/a
- Per Push		\$300	n/a
Police Gun Range - Seasonal Amt		\$8,250	n/a
- Per Push		\$275	n/a
Public Library - Seasonal Amt		\$42,500	\$75,525
- Per Push		\$700	\$1,425
DPW - Seasonal Amt		\$11,200	n/a
- Per Push		\$375	n/a
Lakeshore Park - Seasonal Amt		\$21,200	n/a
- Per Push		\$440	n/a
<b>TOTAL SEASONAL</b>		<b>\$289,230</b>	<b>\$75,525</b>
Monetary credit if season results in less than the minimum number of estimated pushes?		Yes	No

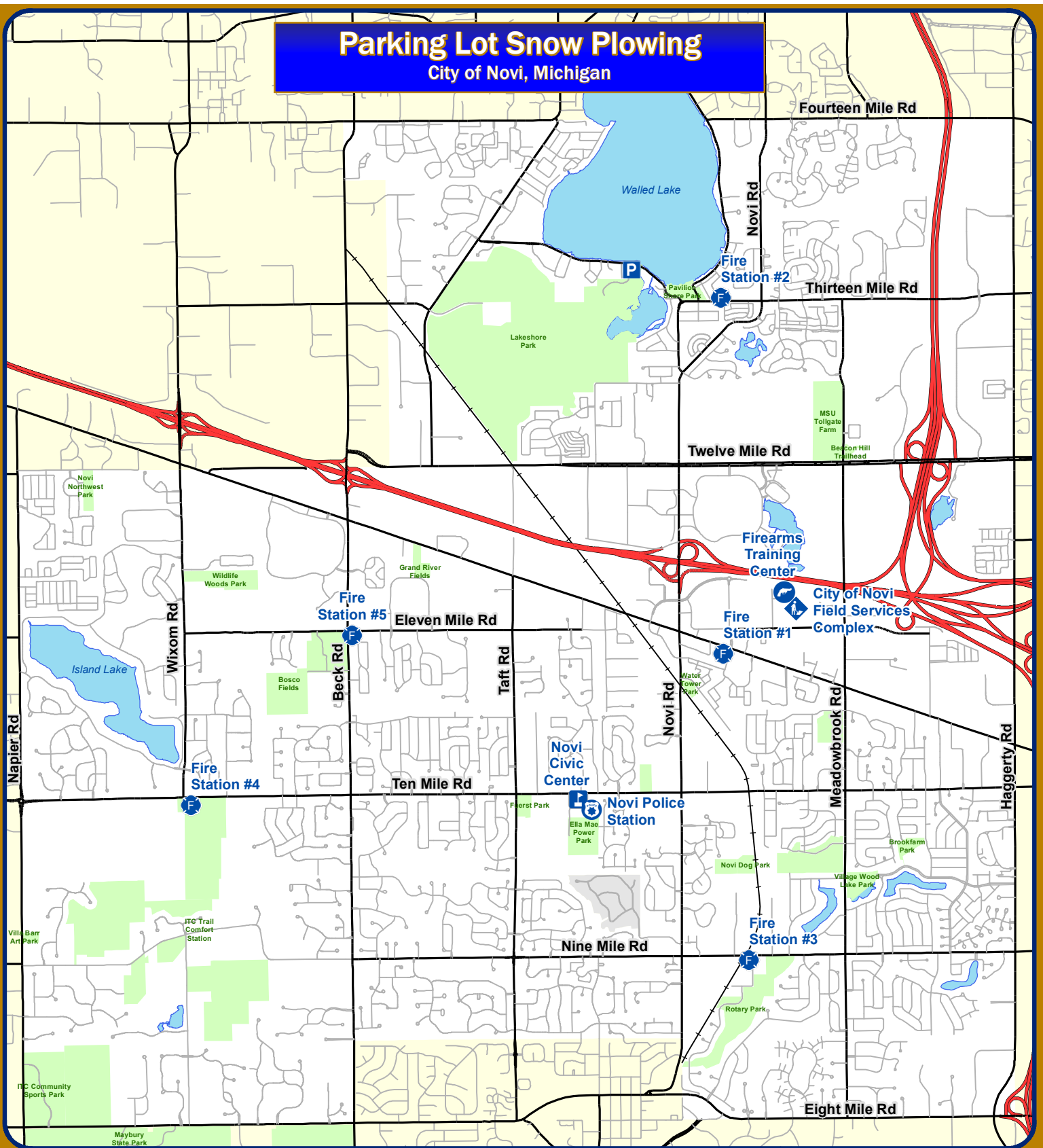
Guaranteed Response Time (City Streets)	Less than 1 hour	
---	------------------	--

Guaranteed Response Time (Municipal Sites)	Less than 1 hour	1 hour
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(1) - Briens provided an alternate proposal for the Library only.

# Parking Lot Snow Plowing

## City of Novi, Michigan



Map Author: Keri K. Blough  
 Date: September 23, 2024  
 Project: Parking Lot Plowing Overview  
 Version #: 2.0

**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.

Parking Lot	Address	Parking Lot Area (Approx.)
City Hall & Civic Center	45175 Ten Mile Rd	153,368 sq. ft.
Fire Station 1	42975 Grand River Ave	27,215 sq. ft.
Fire Station 2	1919 Paramount St	12,903 sq. ft.
Fire Station 3	42785 Nine Mile Rd	14,422 sq. ft.
Fire Station 4	49375 Ten Mile Rd	42,488 sq. ft.
Lakeshore Park	601 South Lake Dr	38164 sq. ft.
Police Station	45125 Ten Mile Rd	72,016 sq. ft.
Police Gun Range	26350 Lee BeGole Dr	10,853 sq. ft.
Public Works	26300 Lee BeGole Dr	40,819 sq. ft.



**City of Novi**  
 Department of Public Services  
 Field Operations Division  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
 cityofnovi.org



1 inch = 4,200 feet





**CITY OF NOVI**  
**SNOW REMOVAL SERVICES –**  
**CITY STREETS & MUNICIPAL SITES**

**BID FORM**

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

**Pricing:** The prices quoted for items shall include all related costs such as equipment, labor (including overtime, holiday, etc.), fuel, and insurance.

**CITY STREETS**

**Primary Snow Fighting Equipment**

Description	Front Plow Yes/No	Underbody Scraper Yes/No	Number of Units Available	Hourly Rate - Snow Plowing
Dump Truck with plow and operator	YES	1 TRUCK	7	\$ 90. <sup>00</sup>
4x4 Pick-up Truck with plow and operator	YES	NO	15	\$ 70. <sup>00</sup>

**Other Snow Fighting Equipment Available (This list will have no effect on the award of the contract). Attach additional sheet, if necessary.**

	Description	Number of Units Available	Hourly Rate - Snow Plowing
1	JOHN DEERE LOADER	1	\$ 130
2	JOHN DEERE TRACTOR/LOADER	4	\$ 130
3	LYEHL SKIDSTEER/PUSHER	1	\$ 80
4	ATV/PLOW/SALT SPREADER	7	\$ 40

**MUNICIPAL SITES – PARKING LOTS/DRIVE APPROACHES**

**PRIORITY ONE:** Plowing & salting, *Continuous Push* within one (1) hour of any accumulation less than 1" and/or icing conditions

Location	Unit	Continuous Push, includes de-icing (using contractor-provided salt)
Police Headquarters	Hour	\$ 460. <sup>00</sup>
Police Headquarters (alternate pricing)	Per Push	\$ 925. <sup>00</sup>
Civic Center	Hour	\$ 575. <sup>00</sup>
Civic Center (alternate pricing)	Per Push	\$ 1,150. <sup>00</sup>

**PRIORITY TWO:** Plowing & salting completed within two (2) hours of snow accumulation equal to or greater than 2" and/or icing conditions

Location	Unit	Snow Plowing 1" – 5" of snow	Snow Plowing 5"+ of snow	Salting (using contractor-provided salt)
Fire Station #1	Per Push	\$ 300	\$ 300	\$ 300
Fire Station #2	Per Push	\$ 250	\$ 250	\$ 250
Fire Station #3	Per Push	\$ 300	\$ 300	\$ 300
Fire Station #4	Per Push	\$ 300	\$ 300	\$ 300
Police Gun Range	Per Push	\$ 275	\$ 275	\$ 275
Public Library	Per Push	\$ 750	\$ 750	\$ 750
Public Works	Per Push	\$ 375	\$ 375	\$ 375
Lakeshore Park	Per Push	\$ 530	\$ 530	\$ 530

**ALTERNATE: PER SEASON (contractor provides all deicing products & salt)**

Location	Priority Level	Estimated Pushes	Seasonal price	Price per push for pushes that exceed the maximum number estimated
Police Headquarters	One	90 – 110 pushes per season	\$ 81,000	\$ 700
Civic Center	One	80 – 100 pushes per season	\$ 92,000	\$ 725
Fire Station #1	Two	42 – 56 pushes per season	\$ 9,370	\$ 300
Fire Station #2	Two	42 – 56 pushes per season	\$ 4,970	\$ 250
Fire Station #3	Two	42 – 56 pushes per season	\$ 9,370	\$ 300
Fire Station #4	Two	42 – 56 pushes per season	\$ 9,370	\$ 300
Police Gun Range	Two	36 – 48 pushes per season	\$ 8,250	\$ 275
Public Library	Two	42 – 56 pushes per season	\$ 42,500	\$ 700
Public Works	Two	36 – 48 pushes per season	\$ 11,200	\$ 375
Lakeshore Park	Two	48 – 64 pushes per season	\$ 21,200	\$ 440

Will you credit the City when the season results in less than the minimum number of estimated pushes? YES

Guaranteed Response Time (City Streets) LESS THAN 1 HR

Guaranteed Response Time (Municipal Sites) LESS THAN 1 HR



Company B+B LANDSCAPING

We acknowledge receipt of the following Addenda: N/A  
(please indicate numbers)

Exceptions to specifications (all exceptions must be indicated here, or included on attached sheet):

NONE

Comments:

**NON-IRAN LINKED BUSINESS**

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

**This bid submitted by:**

Company (Legal Registration) B+B LANDSCAPING

Address 5392 PLEASANT HILL DR

City FENTON State MI Zip 48430

Telephone 810-343-3884 Fax N/A

Representative's Name (please print) ROBERT ANTON

Representative's Title CEO

Representative's Signature 

E-mail BBLANDSCAPING1@YAHOO.COM

Date 8/29/24



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal.

Name of Firm B+B LANDSCAPING  
Address: 5392 PLEASANT HILL DR  
City, State Zip FENTON MI 48430  
Telephone 810-343-3884 Fax N/A  
Mobile 810-343-3884  
Authorized Representative's Name (please print) ROBERT ANTON  
Authorized Representative's Title: CEO  
Email Address: BBLANDSCAPING1@YAHOO.COM  
Website N/A

1. Organizational structure: Corporation, Partnership, etc. CORPORATION  
Name of Owner, President, CEO ROBERT ANTON
2. Firm established: 1975 Years in business: 35
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?  
No X Yes \_\_\_\_\_ Reason: \_\_\_\_\_
4. Under what other or former names has your organization operated?  
N/A
5. How many full time employees? 20 Part time? 15
6. Are you able to provide insurance coverage as required by this bid? YES
7. 24/7 Emergency Telephone Number 810-343-3884
8. Do you have a Day and a Night shift? Yes X No \_\_\_\_\_
9. Provide your procedure for handling night & weekend calls  
SEE ATTACHED KEY PERSONAL ALL THREE WILL HAVE  
THEIR PHONE ON 7/24 HOURS A DAY FOR NIGHT AND  
WEEKEND CALLS

10. Are you willing and able to make the City of Novi your sole commitment for the duration of the contract? Yes  No

If no, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Are you willing to use Novi AVL tracking units on your vehicles?

Yes  No

12. Provide the name and work experience of the field supervisor you are assigning to this contract. This supervisor will be the main contact for the City and will be supervising contract compliance, timeliness, and quality of work in the field.

SEE ATTACHED LIST

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. How many years' of experience does your firm have in providing snow removal services to municipalities? 30 YEARS (please list the municipalities & years of service at each).

CITY OF NOVI 10 YEARS

STATE OF MICHIGAN 15 YEARS

CITY OF WAYNE 5 YEARS

\_\_\_\_\_  
\_\_\_\_\_

14. How many clients does your company currently serve with the type of work described? NONE

15. Has your company had a similar contract for snow removal services terminated for cause within the last three years? If yes, please explain.

No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Please provide information on your hiring practices, employee training, and employee safety programs. Attach an additional sheet, if necessary.

WE ARE A EQUAL OPPORTUNITY EMPLOYER. WE SUPPLY NEW EMPLOYEES WITH TRAINING FOR THE JOB. THEY ARE PLACED WITH A SENIOR EMPLOYEE TO TRAIN, ONCE THE TRAINING IS COMPLETE THE NEW EMPLOYEE MUST PASS A TEST TO BE ABLE TO WORK ON THEIR OWN. ALL EMPLOYEES MUST PASS A SAFETY PROGRAM.

17. Please describe your procedures for handling complaints from residents.

WE MAKE CONTACT WITH THE RESIDENT AND DISCUSS THE ISSUE. IF WE CANNOT SOLVE THE ISSUE BY PHONE OR EMAIL A SUPERVISOR WILL SET UP A TIME TO MEET WITH THE RESIDENT TO RESOLVE THE ISSUE.

18. Please provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

SEE ATTACHED SHEET

19. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. References from municipalities would be desirable.

Company SEE ATTACHED SHEET

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

20. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No  Yes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.**

Signature of Authorized Company Representative: \_\_\_\_\_

Representative's Name (please print) ROBERT ANTON

Date 8/29/24

# B&B Landscaping

\*FOR ALL YOUR OUTDOOR NEEDS\*

Email: [bblandscaping1@yahoo.com](mailto:bblandscaping1@yahoo.com)

26855 Taft Rd  
Novi, MI 48376  
Phone 810-343-3884

5392 Pleasant Hill Dr  
Fenton, MI 48430  
Phone 810-632-6061

We have no open snowplowing contracts we are 100% dedicated to the City of Novi so all are equipment and personal are available.

## Reference

City of Novi DPS (Open 24/7)

Mat Wiktorowski 248-361-3148 Contract Administrator  
Jeff Van Curler 248-343-8776 Contract Coordinator

Mowing City Property's which include Civic Center, Police Station, Parks, Roadside Mowing, Sod Repair, Irrigation Repair, Shut Down, and Start Up. Mulch, Flower Planting, Brick Pavers, Seed, Excavation, Design, Spraying Weeds, Fertilization, clean out retention ponds of debris, Snow plowing and salting of city lots, Sidewalk snow clearing and salting.

## Demaria Building Company

Nate Demaria 248-982-2272 grounds maintenance  
Mowing, Trimming, Landscaping, Snowplowing and Salting of parking lots and sidewalks, Spraying Weeds, Fertilization

## Wayne County

Doug Jesse 313-213-5311  
Mowing of Wayne County boulevards, Trimming, Litter Pickup through out Wayne County, Spraying Weeds, Fertilization.

## MDOT State of Michigan

Doug Lynch 810-217-1729

Highway Mowing Trimming, Livingston TSC, Brighton TSC, Monroe TSC

MDOT State of Michigan

Don Hicks 517-749-6008

Highway Mowing, Trimming. Lansing TSC, Charlotte TSC, Grand Ledge TSC.

MDOT State of Michigan

Paul Salvage 989-395-7452

Highway / Boulevard Mowing, Spraying Weeds, Trimming, Snowplowing, Salting.  
Oakland TSC, Macomb TSC.

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## Work Plan

It is the responsibility of B&B to provide snow and ice control operations for the City of Novi for City Streets, Municipal Streets, Sidewalks and Major Pathways.

Snow and ice control of all parking lots and sidewalks will be cleared at any time, day or night 24/7 including holidays. Because of the potential hazard to employees, visitors and others arriving on site, careful planning and preparation must be done for the snow and ice season. The planning process is made considerably more difficult due to the variable conditions encountered during each storm. Such things as the rate and accumulation of snowfall, moisture content, temperature, time of day or night, wind direction and velocity as well as duration of the event are all factors that interact to create a unique aspect for each storm with the result that no two storms are ever identical. The goal of B&B is to provide a safe surface, free of excess snow and ice on roadways, sidewalks, and parking lots. B&B shall provide all snow removal employees color-coded maps showing areas to be cleared and their priorities.

In the event of upcoming inclement weather, B&B will monitor several meteorologist weather apps along with local radio and tv reports.

On the eve of a snow or ice event we have a team member monitoring the weather conditions at our office in Novi. We will call in our personal before the snow starts.

All team members, snowplow drivers, loader drivers and sidewalk crews will be at our shop in Novi and ready for each event before the arrival of the snow. This step allows us to be on site in less than one hour for priority one and priority two locations.

As the storm begins crews are dispatched to the priority one locations. The equipment that will be used for plowing and salting of parking lots will be pickup trucks, loaders and dump trucks. The equipment that will be used for the sidewalks will be skid steer, atvs, snowblowers and Kubota tractor all equipment is equipped with plows and salters. Parking lots and sidewalks will be done simultaneously. The type of service and treatment of the parking lots and sidewalks will depend on the weather. As the storm continues, we will dispatch more crews to the priority 2 locations. All crews will remain on site until the event is over. B&B has enough equipment to cover all locations without pulling equipment from one location to another. This will allow us to supply continuous service to all locations throughout the storm



When the City of Novi calls for the subdivisions or Major Pathways to be plowed, we will send out additional crews to start plowing.

B&B understands that the priority 1 is to be serviced to a zero tolerance for any snow or ice accumulation. This service will be rendered 24/7 including holidays.

Priority 2 locations will have a zero tolerance for snow accumulation greater than 2 inches or ice.

# B&B Landscaping

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Fenton, MI 48430  
Phone 810-632-6061

## EQUIPMENT LIST

YEAR	MAKE	MODEL	TYPE	QUANTITY
2023	FORD	F350	PU	3
2017	FORD	F350	PU	2
2016	FORD	F350	PU	1
2011	FORD	F350	PU	2
2008	FORD	F350	PU	3
2006	FORD	F350	PU	2
2004	FORD	F350	PU	3
2004	DODGE	RAM	PU	1
2002	FORD	F350	PU	3
2023	FORD	DUMP	3-5 YD	1
2008	FORD	DUMP	3-5 YD	1
2004	GMC	DUMP	3-5 YD	1
2002	FORD	DUMP	3-5 YD	1
2000	FORD	DUMP	5-8 YD	1
2000	GMC	DUMP	5-8 YD	1
1999	FORD	DUMP	5-8 YD	1
2020	JOHN DEERE	LOADER	W/PUSHER	3
2014	CASE	LOADER	W/PUSHER	1
2007	GEHL	SKIDSTEER	W/PUSHER	1
2002	JOHN DEERE	LOADER	W/PUSHER	1

All trucks are equipped with plows and salters

# B&B Landscaping

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## Sidewalk Equipment List

2023 2-Kubota LX2610 Tractor with plow and salter

2022 2-Kubota LX2610 Tractor with Plow

2021 John Deer Gator with V Plow and salter

Yamaha Big Bear with Plow

Yamaha Raptor with Plow

Polaris Sportsmen with Plow

Polaris Outlaw with Plow

Polaris Sportsmen 570 with plow

10 Hand Snowblowers

# B&B Landscaping

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Phone 810-343-3884

5392 Pleasant Hill Dr  
Fenton, MI 48430  
Phone 810-632-6061

## ORGANIZAITIONAL CHART

We have been in business for over 35 years and are fully licensed and insured.

B&B landscaping has two offices:

5392 Pleasant Hill Drive Fenton MI 48430

26855 Taft Road Novi MI 48376

Our contact information is

Office 810-632-6061

Email [bblandsacping1@yahoo.com](mailto:bblandsacping1@yahoo.com)

Robert Anton CEO 810-343-3884

Adam Anton VP 810-343-3170

We currently provide services for the State of Michigan, Local Government and Local Business. Here is a list of some of our past and present customers:

- State Of Michigan
- City Of Novi
- City Of Wayne
- City Of Troy
- City Of Dearborn
- Family Dollar
- Chase Banks
- Levy Properties
- Oakland County
- Ingham County

- Detroit Schools
- CVS Pharmacy
- Livingston County
- Wayne County

Our business services include but not limited to:

- Lawn mowing
- Landscaping
- Sod/Seed
- Irrigation (all phases)
- Snowplowing
- Salting
- Snow removal
- Ponds
- Fertilization
- Brick pavers
- Mulch
- Tree and flower planting
- Freeway mowing
- Highway maintenance

- We are family-owned company that has been landscaping for over 35 years.
- The owners are involved in the daily operation.
- Over the past 35 years we have never had a labor issue.
- We have never filed chapter 11 or 13 bankruptcy or had any outstanding judgments.
- We have not had any significant financial changes in our company in the last two years.

#### KEY PERSONNEL

This is a high profile contract. The three main contract supervisors will be:

Robert Anton (810-343-3884) 35 years landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed,

fertilization, freeway mowing, highway maintenance. He is also a licensed commercial applicator with the state of Michigan. He is a full-time owner/operator with 24-hour availability.

Adam Anton (810-343-3170) 14 years of landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed, ponds, tree and shrub planting, freeway mowing, highway maintenance. He is a full-time employee with 24-hour availability.

Scott Lucas (810-263-0342) 14 years of landscaping all phases, snowplowing, salting, building decks, freeway mowing, highway maintenance He is a full-time employee with 24- hour availability.

## **GENERAL CONDITIONS**

### **TAX EXEMPT STATUS**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

### **CONTRACT RENEWAL**

No contract shall be automatically renewed at the end of any contract term.

### **NOTICE TO BIDDERS**

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info) and obtain an official copy.

### **CONTRACT TERMINATION**

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

### **TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

### **NON-DISCRIMINATION**

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.



**DISCLOSURE**

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

**ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

**INDEPENDENT PRICE DETERMINATION**

By submission of a bid, the offeror certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) They are the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid and that they have not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) They are not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid but that they have been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that they have not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.

**NO EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.



## CITY OF NOVI

### SNOW REMOVAL SERVICES – CITY STREETS & MUNICIPAL SITES

#### OVERVIEW

This invitation to bid encompasses two distinct and separate, snow removal services: City Streets and Municipal Sites.

Conditions, terms and qualifications that are common to both snow removal services are presented in the first section titled "General Specifications". Specifications unique to City Neighborhood Streets or Municipal Sites are set apart for clarity. Contractors are welcome and encouraged to bid on either one or both services. All bids will be reviewed, recommended and awarded based on their individual merit.

The second set of specifications is for *City Streets*. These requirements are unique to specifications for the plowing City local roads. For purposes of this ITB, local roads are defined as those residential streets that are within the subdivisions of the community. These include streets, cul-de-sacs and adjoining intersections.

The third and final set of specifications is for *Municipal Sites*. These requirements have been developed specifically to address the conditions encountered when plowing and salting these sites. Municipal sites include city-owned parking lots and drive approaches; sidewalks are not included. Municipal Site winter maintenance is "**all Inclusive**", with the contractor being responsible for keeping all locations free of ice and snow as outlined in the specifications without notification by the City.

## **GENERAL SPECIFICATIONS - CITY STREETS and MUNICIPAL SITES**

### **Introduction**

The City of Novi is seeking unit bids from qualified contractors to provide snow removal services for the winter season. The contract shall be firm and binding from the date of the Mayor's signature on the awarded contract until June 30, 2025, with the option to extend for three (3) additional years in one (1) year increments.

The City reserves the right to award to a primary and secondary Contractor if it is deemed to be in the best interest of the City. Awards will be based on unit costs, overall resources, and municipal references and experience. If awarded to multiple contractors, each Contractor shall cooperate with the City and other Contractors in regard to storage of equipment and materials, execution & coordination of work.

### **City's Right to Suspend Work**

The City shall have the right to suspend all or part of the work by written order, whenever in the judgment of the Public Works Director or their designee. Such suspension is required if in the general interest of the City, or if the Contractor has not fulfilled their obligations under the contract documents. Upon receipt of the Public Works Director's written order, the Contractor shall suspend the work covered by the order. Work shall not be resumed until ordered by the Public Works Director.

### **Personnel**

The Contractor shall employ only competent, efficient employees and shall not use any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among employees. Whenever the Public Works Director shall inform the Contractor, that, in their opinion any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed under the contract.

All personnel must be validly licensed by the State of Michigan and hold a CDL License if operating a vehicle with a GVWR (gross vehicle weight rating) over 26,000 lbs. Personnel must be readily identifiable as employees of the contractor i.e. jackets, shirts, hats, etc.

### **Equipment**

The Contractor shall provide a comprehensive list of all equipment intended for use under this contract. That list will be reviewed and approved for use by the Public Works Director or their designee. *Failure to include a comprehensive equipment list along with the bid shall render the bid as non-responsive.* The Public Works Director, or their designee, reserves the right to inspect the Contractor's equipment prior to awarding the contract. It shall be the Contractor's responsibility to maintain and repair their equipment.

All work shall be performed in a professional manner using quality equipment, all of which must be maintained and operated with the highest standards as well as meeting all City, County, State and MIOSHA laws and regulations. The City requires that the Contractor's company name be displayed on all vehicles.

Acceptable snow plowing equipment includes dump trucks with 10-12' plows and approximately 10 cubic yards of capacity. Additionally, 4x4 pickup trucks with plows and other approved equipment are needed and acceptable.

The City may allow temporary storage of Contractor equipment on the Department of Public Works grounds only for equipment used in completing work associated under this contract. Storage will be allowed only during the period of active snow and ice on each call-in snow event; not continuously throughout the season. The Contractor shall have the equipment removed within 48 hours of completion of snow and ice removal activities for each event. Equipment stored onsite will be at the sole risk of the Contractor(s). The City shall have no liability or responsibility to the Contractor or any other person or company if equipment stored is damaged, vandalized, or stolen.

If contractor agrees to have city-owned AVL units installed on their trucks, the AVL units must be returned to the City upon termination of the contract.

### **Complaints and Corrections of Work**

The City will investigate all complaints received from property owners regarding work done by the Contractor, and shall also have the right to make investigations on its own initiative. If, in the opinion of the Public Works Director or their designee, work is not performed in accordance with this contract and specifications, the Contractor shall be notified, informing him of the nature of the defect, location, desired remedy, and a time limit within which the defect may be remedied. Should the Contractor fail to correct the defect within the time allowed, the City may do so with City forces or another Contractor(s) and deduct the cost thereof from the amount due the Contractor at the time of payment.

Should the contractor fail to make correction to City's satisfaction and/or in the required time frame, City crews or other contractor(s) will correct the situation and continue corrections until Contractor resumes responsibilities or the contract is terminated. Invoiced amounts due to Contractor will be reduced at a rate of:

A. If completed by City Crews

Cost for labor, equipment (based on MDOT schedule C) and a 25% administrative charge

B. If completed by another contractor:

Invoiced amount plus 25% administrative charge

### **Snow Plowing Reporting Requirements**

During the course of snow plowing, the Contractor shall immediately notify the City when any of the following occurs:

- A street route or municipal site has been completed
- An injury to any person or damage to any vehicle or property
- A breakdown of equipment
- A street cannot be plowed, reporting reason (i.e. blocked by parked cars)

### Contractor Supervision and City Inspections

All work outlined in the specification will be subject to periodic field inspections by a representative of the Department of Public Works. The Contractor's presence may be requested during inspections at any or all of the locations specified.

The work assigned under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall provide efficient supervision to the work, using their best skill and attention. The Contractor shall at all times keep a competent Supervisor on duty, which shall have full authority to act on behalf of the Contractor, and all directions given to the Supervisor shall be as binding.

The work shall be completed entirely unless the Public Works Director shall specifically direct otherwise. If, in the opinion of the Public Works Director, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon order, shall proceed to complete said work in a priority manner.

### Contractors Responsibilities

The Contractor shall assume full responsibility for work and take all precautions for preventing injuries to persons and property. The Contractor shall be responsible for all losses if the conditions under which the work is done are different from what was estimated or expected.

Contractor shall hold harmless the City and its individual officers and agents from all claims relating to:

- Injuries to any persons or property, received or sustained by or from the Contractor, Contractor's agents, or employees, in doing the work or arising out of the work performed or to be performed.
- Any act, or neglect, of the Contractor, Contractor's agents or employees.

Contractor guarantees the reimbursement, repair or replacement and restoration of any area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any turf area, trees, parked vehicles, mailboxes, hydrants, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract. **Turf areas are to be repaired with fresh sod** unless otherwise directed by the Public Works Director or their designee.

Contractor will be notified in writing of any reimbursement/repair/replacement/restoration work that needs to be done along with a deadline for when the work must be completed.

Contractor shall have no claim against the City for damage to their equipment or injury to the Contractor, its agents, employees or other individuals under its control.

**Contractor Qualifications**

The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein.

## **SPECIFICATIONS- CITY STREETS**

In addition to the General Specifications listed above, the following specifications are unique to CITY STREETS plowing and salting.

### **Introduction**

Snow removal services for CITY STREETS will be requested on an as-needed basis. The use of a supplemental snow removal contractor may be required in the event of long duration/repeated snowfalls or unforeseen equipment and/or labor shortages.

The City will retain primary responsibility for providing snow removal on CITY STREETS and will employ the use of standby contractor(s) on an as-needed basis. There is no guarantee that this aspect of the contract will be activated. Should it be necessary, this work will be performed on residential streets only, as directed by the Public Works Director, or their designee. The Contractor(s) will be utilized as a second shift, with City staff responsible for the snow removal at the beginning of the snow event.

The City will inform the Contractor of what equipment and personnel is needed for each event. For example, if the Contractor is called to remove snow from one City section (one square mile) the City may request one dump truck and one four-wheel drive pickup with certified operators. The Contractor will not be paid for snow removal equipment that was not requested by the Public Works Director or their designee.

### **Operational/ Procedural Requirements -Snow Plowing When Requested**

For each snow event requiring the use of a supplemental snow removal service, the Contractor will be provided a snow route map, which will designate which streets require snow removal.

The Contractor will be responsible for the removal of snow on roads, which include subdivision streets and cul-de-sacs.

The roadways will be plowed the full width of the pavement from the center to both curbs ("curb to curb") to ensure drain structures are not covered and operate properly.

Snow from intersections shall be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of street beyond the curved radii.

Snow from around cul-de-sacs shall be placed on cul-de-sac centers, or in areas so as not to block sidewalks, driveways or mailboxes.

Plowing shall be at a speed that is just sufficient to move snow, in the direction of traffic, and not at a speed that is unsafe or excessive.

Plowing equipment shall not turn around in private driveways.

Contractors shall not cause excessive snow to block any residential approach or walkway.

Contractor shall not clear snow from private driveways or approaches unless excessive snow from plow is blocking access or as otherwise directed by Public Works Director or their designee.

Contractors shall not perform private work while actively employed (plowing/salting during a snow event) for the City. Discovery of such work may result in immediate termination of contract.

Contractor shall turn in work logs daily noting time started, streets plowed, and end of shift. Contractor must follow the Michigan Motor Carrier Safety Act of 1963 for hours of operating a CDL required vehicle.

### **Operational/ Procedural Requirements –Salting, If Requested**

Salt application on roadways will commence on the last pass of snow plowing and only when requested by the Public Works Director or their designee. Salt will be applied to cover the entire width of the road.

Salt shall be applied at a rate sufficient to melt accumulated snow/ice in order to permit safe passage after plowing has occurred.

Salt shall be applied to an equivalent of 250 pounds per lane mile. No sand or calcium chloride will be allowed as a treatment.

Contractor's trucks are to be loaded/reloaded with *City-purchased salt* at the Public Services yard by City staff.

Salt shall be applied to municipal roadways in sufficient quantities to melt any ice when:

1. Slippery, and/or icy conditions exist,
2. After any type of ice storm,
3. Once plowing has been completed, and/or
4. At the City's request.

### **Minimum Time Paid per Event**

For each event over the initial four-hour period at prices bid.

### **Pricing**

If the Contractor is called in to provide snow plowing services, a minimum of four hours of work will be paid at the respective contract unit prices. Travel time and "down time" will not be paid. The Contractor will be paid for documented hours worked

The hourly rate bid shall be all-inclusive representing all related costs including, but not limited to, equipment, labor, fuel, and insurance. The City will pay the Contractor at hourly rates awarded in the bid. Any premium for overtime, weekends, and/or holidays shall be the responsibility of the contractor.



**No fuel surcharges will be allowed for the duration of the contract.**

**Response Time**

The successful Contractor(s) will be required to respond to the City's request for service, via phone or email, within one (1) hour of being contacted. After this initial contact, the Contractor agrees to mobilize crews & equipment and report for work to the Department of Public Works no later than two (2) hours after the initial call, or as scheduled under mutual agreement.

**General Requirements**

Contractors are expected to stay within the City limits while working on snow removal services.

All unused salt provided by the City must be returned to the DPW yard prior to leaving the City limits at any time. Failure to do so may result in termination of the contract.

**Road Weight Restrictions**

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing a service within that section. At no time will the contractor drive more than a one (1) mile distance on a restricted road.

For additional details, contractors can check our Map Gallery at:

[https://investnovi.org/media/dpli5si/roadwayweightclassifications\\_2024\\_85x11.pdf](https://investnovi.org/media/dpli5si/roadwayweightclassifications_2024_85x11.pdf)

## **SPECIFICATIONS - MUNICIPAL SITES**

In addition to the General Specifications listed above, the following specifications are unique to MUNICIPAL SITES plowing and de-icing and are considered "All Inclusive."

### **Introduction**

Snow removal services at municipal sites will be contracted out for the upcoming winter. Municipal parking lots are prioritized by frequency of use by the public and municipal employees. They are classified for bidding purposes as priorities "1" and "2", with "1" being the highest priority. The City reserves the right to add or delete any of the lots if deemed to be in the best interest of the City.

The Contractor will retain primary responsibility for providing snow removal at MUNICIPAL SITES and will be responsible for all plowing and de-icing of parking lots and drive approaches. Sidewalks are not included in this contract. This work will be performed at municipal sites only, as directed by the Public Works Director or their designee.

### **Locations**

Civic Center	45175 Ten Mile Rd.
Police Headquarters	45125 Ten Mile Rd.
Fire Station #1	42975 Grand River Ave.
Fire Station #2	1919 Paramount St.
Fire Station #3	42785 Nine Mile Rd.
Fire Station #4	49375 Ten Mile Rd.
Indoor Gun Range	26350 Lee BeGole Dr.
Public Library	45255 Ten Mile Rd.
Public Works	26300 Lee BeGole Dr.
Lakeshore Park	601 South Lake Dr.

### **Examination of Sites**

Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint themselves with existing conditions so that they fully understand any difficulties associated with performing the work under the proposed contract. Bidders shall thoroughly examine all bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions shall in no way relieve any bidder from any obligation with respect to their bid or to the contract. The submission of a bid shall be taken as evidence of compliance with this section.

### **Operational/Procedural Requirements - Snow Removal**

During the normal workday from 7:00 a.m. to 10:00 p.m. and until the start of the normal workday on the following day, Contractor shall complete all plowing and salting operations as follows (see Bid Form for Priority Levels for each location):

**Priority 1: Continuous Push** – This is a full service treatment on all parking surfaces, with zero tolerance for any snow or ice accumulation (bare pavement). Service expectations include no-odor pre-treatment, on-call around the clock service as necessitated between October 15 – April 1; snow removal services between vehicles is required. A snow removal plan is required along with bid, outlining how care will be provided within one (1) hour of any accumulation of less than 1" and/or icing conditions.

**Priority 2:** This treatment is necessary for all parking surfaces, with zero tolerance for any snow accumulation greater than two (2) inches, or any ice, as outlined, during the normal workday. "Normal workday" is specified above. Service expectations include no-odor pre-treatment, around the clock service availability, as necessitated, between October 15 – April 1. A snow removal plan is required along with bid, outlining how care will be provided for each location within two (2) hours of snow accumulation equal to or greater than 1" and/or icing conditions.

Contractor will treat all municipal sites serviced under this contract as a priority during a snowstorm and perform its duties in a manner so as to least likely disrupt the residents of the community.

Contractor understands and agrees to perform all work in a good and competent manner without delay and by exercising due diligence in accordance with the specifications set forth herein this contract and in accordance with industry standards and procedures.

It is understood and agreed between the parties that time is of the essence with respect to all terms of this contract, and in particular with respect to the performance of work called for herein. Contractor agrees to commence work immediately when the conditions described herein exist and/or immediately after the City notifies Contractor of the need for services in accordance with this contract. Contractor acknowledges that its failure to perform its duties as described herein may cause serious or grave injury to the City by virtue of injury to its residents, other individuals, or damage to property.

Snow shall not be pushed against light poles, trees, carports, fences, or moved to a location on the property or adjoining property which would be known or anticipated that snow would melt and freeze into ice on the abutting sidewalk, steps, walkway or other area posing a dangerous and hazardous condition to individuals who traverse that area. No snow is to be pushed onto the street or landscape area. Pushed snow will not cause damage to signs, shrubs, bushes or trees.

Plowed snow must not block or cover drains, fire hydrants, emergency exits or drives, sidewalks or carports. Snow shall not be pushed to locations to cause vision obstructions at intersections, block entrances, block handicap ramps, or usable parking lot spaces.

Handicap parking areas shall be cleared in a manner to allow ingress and egress; snow shall not be plowed into any handicap parking area.

Snow shall not be pushed onto sidewalks or handicap ramps.

Contractor agrees to supervise, inspect and direct all work performed at the municipal sites. Contractor will be responsible for the work and its employees and take reasonable precautions to protect the property and adjoining or abutting properties, and the safety of individuals who traverse those areas.

Contractor shall be responsible to the City and residents or property for the acts and/or omissions of all the Contractor's employees, subcontractors, agents or others performing work on behalf of said Contractor. Contractor shall be responsible for all property damages caused by the performance of work called herein and shall promptly repair all damages to the condition that existed prior to the damage or reimburse the injured party for the cost of making such repairs.

Contractor agrees that this contract shall not be subcontracted or assigned without first seeking and obtaining the expressed written consent of the Public Works Director.

The City may, as conditions require, order changes in the work, consisting of additions, deletions or other revisions and the contract price and contract time adjusted accordingly. The City must authorize any revisions in writing.

Plowing at the assigned municipal site(s) shall proceed in a pattern that will permit the areas nearest to the adjacent building to be cleared first so that early arrivals may have easy access to the buildings.

The awarded contractor(s) is required to return to plow areas not able to plow because of parked cars after those facilities are closed.

### **Operational/ Procedural Requirements – De-icing (salt and/or brine)**

The Contractor shall provide a cost per site to complete all de-icing operations. Salting locations shall include parking lots only.

De-icing materials/liquids shall be applied whenever conditions exist that would cause formation of frost, ice and/or snow on the sites, or as otherwise requested by the Director of Public Works or their designee. Contractor will provide the de-icing materials/liquids.

De-icers shall be applied at the equivalent of, or greater than of 300 pounds or 160 gallons per lane mile.

Unless otherwise directed by the Public Works Director or their designee, all sites awarded/assigned to the Contractor shall receive a full de-icing application immediately following each plowing operation. Salt shall be applied to municipal sites in sufficient quantities to melt any ice:

- After plowing has been completed;
- When snow accumulations are less than 1 inch;
- When slippery, and/or icy conditions exist;
- After any type of ice storm or frost;
- At the Public Works Director or their designee's request.

Salt shall be applied at a rate sufficient to melt accumulated snow/ice in order to permit safe passage to/from municipal sites after plowing has occurred.

No sand or calcium chloride will be allowed as a treatment on driving surfaces unless prior approval is obtained by the Public Works Director or their designee.

At all times during the existence of chronic ice, Contractor must maintain a salting program for each area of the properties to assure maximum safety.

### **Communication**

Contractor must email the Public Works Director, or their designee, to convey the number of pushes and de-icing treatments at each site at the conclusion of an event.

### **Pricing**

The rate bid per municipal site shall be all-inclusive representing all related costs including, but not limited to, equipment, labor, fuel, and insurance. The city will pay the Contractor at the hourly and/or per push rates awarded in the bid. Any premium for overtime, weekends, and holidays shall be the responsibility of the contractor.

**No fuel surcharges will be allowed for the duration of the contract.**



**CITY OF NOVI  
INSURANCE REQUIREMENTS  
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, and supply proof, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Finance Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be

affected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
7. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS  
HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
  - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
  - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
  - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

## **CONTRACT FOR SNOW REMOVAL SERVICES**

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and B&B Landscaping Inc., whose address is 5392 Pleasant Hill Drive, Fenton, Michigan 48430, (hereinafter referred to as "Contractor").

### **THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:**

#### **Article I. Statement and Performance of Work.**

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

#### **Article II. Timing of Performance.**

Performance of this Contract shall commence on the date of the last signature and end one year from the date of signature. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

#### **Article III. Contract Price and Payment.**

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. With respect to the annual pre-payment amount, Client will pay Contractor in four (4) equal installments of approximately Sixty-One Thousand Six Hundred Eighty-Two Dollars and Fifty Cents (\$61,682.50) to be paid on or about November 1, 2024, December 1, 2024, January 1, 2025, and February 1, 2025. Payment is subject to the credit and additional payments schedule set forth in Schedule A. All credits and additional required payments shall be invoiced within 30-days of the last service provided for the season. For services rendered on an hourly basis in accordance with Schedule A, Contractor shall invoice Client on a monthly basis. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval



of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

#### **Article IV: Termination.**

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In the event of early termination, payments for services provided shall be on a per push basis. Client shall pay for all pushes completed through the final termination date. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

#### **Article V: Independent Contractor/Vendor Relationship.**

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's

compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

**Article VI:            Liability and Insurance.**

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

**Article VII:            Information.**

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all

other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

**Article VIII:        **General Provisions.****

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
  
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
  
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
  
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
  
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
  
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:  
  
          Client: City Manager, Victor Cardenas and City Clerk, Cortney Hanson  
          Contractor: Robert Anton, CEO, B&B Landscaping Inc.
  
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

**IN WITNESS WHEREOF**, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Justin Fischer  
Its: Mayor

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Cortney Hanson  
Its: Clerk

WITNESS AND DATES  
OF SIGNATURES:

CONTRACTOR

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Robert Anton  
Its: CEO