



DSMI Sample Selection

City of Novi

CSB by Zones

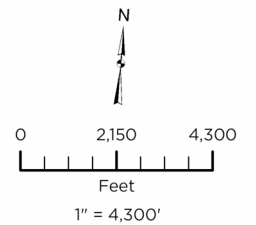
Zone

- 1
- 2
- 3

DSMI Zones

- 1
- 2
- 3

City of Novi



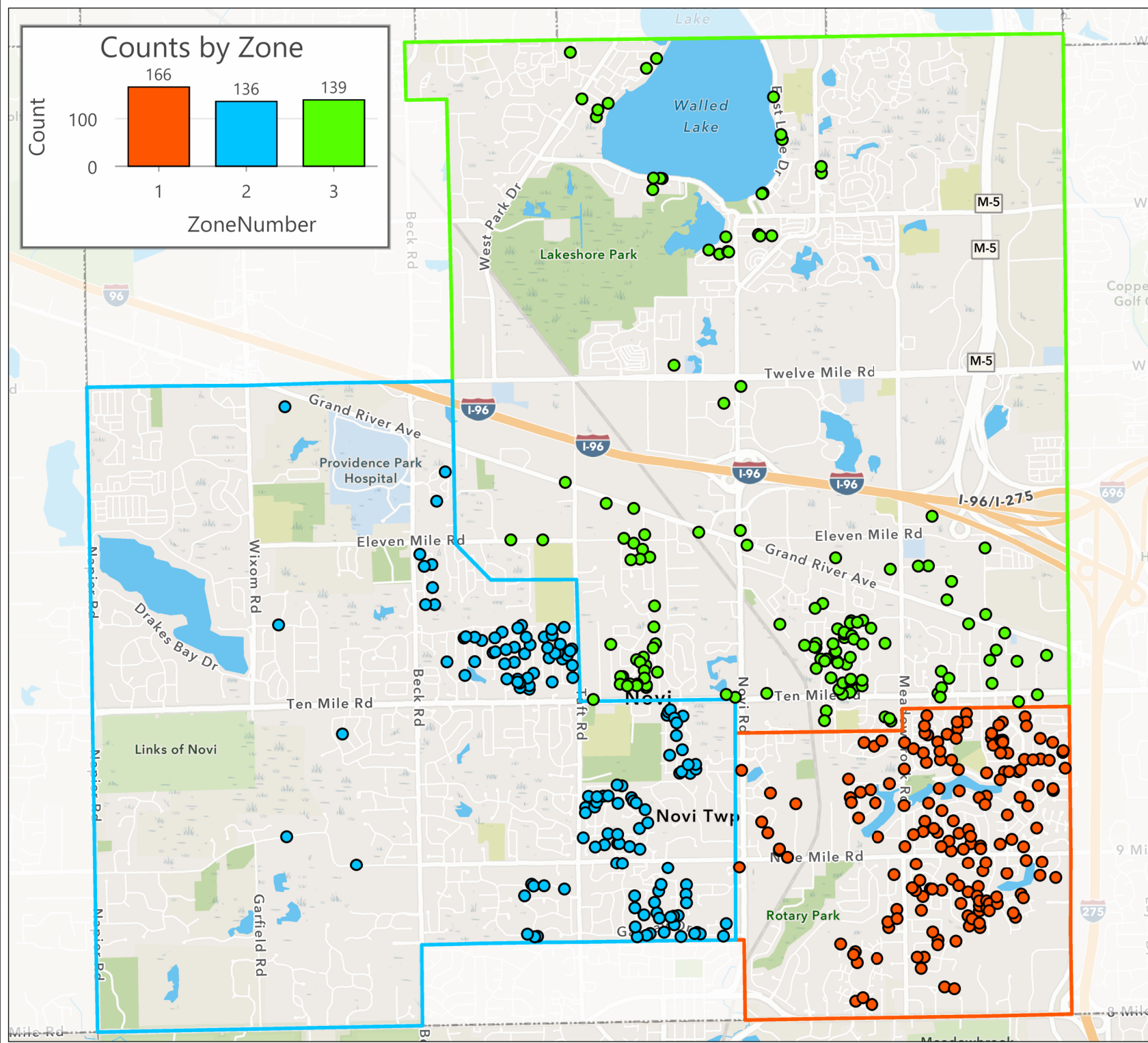
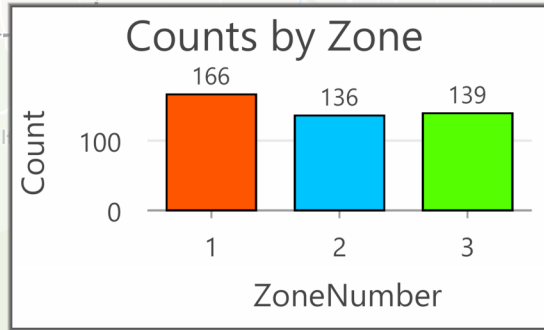
Source: Data provided by City of Novi and Oakland County. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

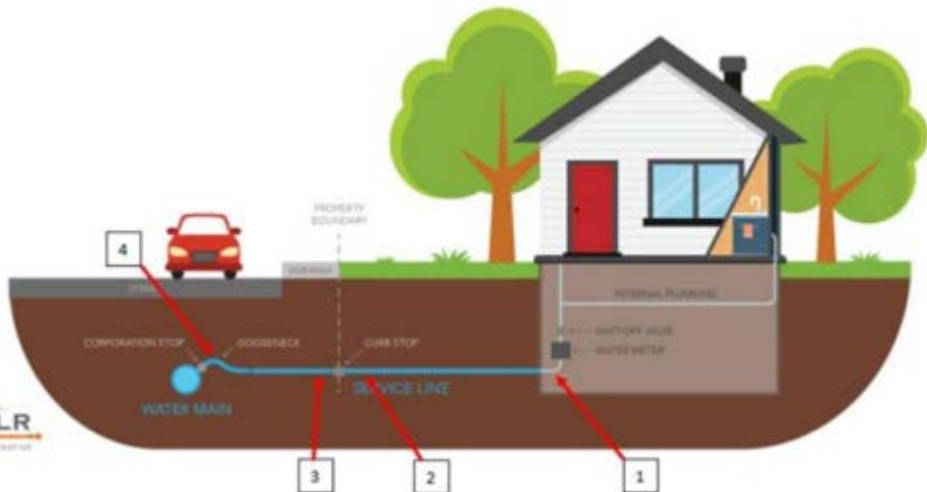
Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl

Map Published: October 6, 2023



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- 1) **Interior portion** of the service line up to the first shutoff valve or 18 inches inside the building, whichever is shorter;
- 2) **Curb stop to building**, a minimum of 18 inches from the curb stop; and
- 3) **Main to curb stop**, a minimum of 18 inches from the curb stop.
- 4) **Lead connector (gooseneck/pigtail)**, if present. In this context, a gooseneck or pigtail is a short section of material, typically not exceeding two feet, which can be bent and used for connection between a rigid fitting (corporation stop) and the service line piping.

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 18, 2024

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

Re: *Distribution System Materials Inventory– Underground Infrastructure Services - Closing Documents*

Dear Mr. Staup:

We have received and reviewed closing documents for the Distribution System Materials Inventory Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety to Final Payment

The closing documents appear to be in order. There were no subcontractors but 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



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Distribution System Material Inventory
(DSMI) Hydro-Excavation

NOVI PROJECT NO.: 24-1101
CIP NO.: N/A

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	GL#		NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
17			0	0	0.00	\$ -	\$ -				0.00	\$ -	
18			0	0	0.00	\$ -	\$ -				0.00	\$ -	
19			0	0	0.00	\$ -	\$ -				0.00	\$ -	
20			0	0	0.00	\$ -	\$ -				0.00	\$ -	
21			0	0	0.00	\$ -	\$ -				0.00	\$ -	
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET

TOTAL FROM OTHER SHEETS

GRAND TOTAL

\$ 261,712.00

\$ 261,712.00

\$ -

\$ 179,232.00

\$ 179,232.00

\$ -

\$ 68,910.00

\$ 68,910.00

\$ -

\$ 179,232.00

\$ 179,232.00

100%



CITY OF NOVI

PURCHASE ORDER NO.

97417

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Distribution System Material Inventory (DSMI) Hydro-Excavation
NOVI PROJECT NO.: 24-1101
CIP NO.: N/A
PAYMENT NO.: FINAL

Original Contract Amount: \$ 261,712.00

Change Orders: \$ (82,480.00)

Adjusted Contract Amount to Date: \$ 179,232.00

Total Cost of Work Performed to Date: \$ 179,232.00

MINUS Retainage:

MINUS Inspection "Crew Days": To Date **54.00** \$ -
This Pay **0.00**

Net Amt. Earned of Contract and Extra Work to Date: \$ 179,232.00

MINUS L.D.'s: # of days over = \$ -
\$ amount/day = **\$1,000**

Subtotal: \$ 179,232.00

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

Subtotal: \$ 179,232.00

MINUS Amount of Previous Payments: \$ 99,289.80

1 \$ 49,149.90
2 \$ 50,139.90
3 \$ -
4 \$ -
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT: \$ **79,942.20**

CHANGE ORDERS

No.	Date	Amount
1	October 9, 2024	\$ (82,480.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ (82,480.00)

Inspection "Crew Days" Allowed per Contract:	54.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	54.00
Inspection "Crew Days" Used to Date:	54.00
Inspection "Crew Days" Remaining:	0.00



CITY OF NOVI

Sheet 4 of 4

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	Distribution System Material Inventory (DSMI) Hydro-Excavation	NOVI PROJECT NO.:	24-1101	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

UIS/Duke's Root Control, Inc.
CONTRACTOR - Electronic Signature Certification

OHM Advisors
CONSULTANT - Electronic Signature Certification

- All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

AIA[®] Document G707[™] – 1994

Consent of Surety to Final Payment

Bond No. GM233634

PROJECT: *(Name and address)*

Novi Distribution System Material Investigation

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

City of Novi
26300 Lee BeGolo Drive
Novi, MI 48375

CONTRACT DATED: February 5, 2024

SURETY ☐

OTHER ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Great Midwest Insurance Company
800 Gessner Rd., Ste. 600
Houston, TX 77024

, SURETY,

on bond of

(Insert name and address of Contractor)

Underground Infrastructure Services
15155 Fogg Street
Plymouth, MI 48170

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety of any of its obligations to

(Insert name and address of Owner)

City of Novi
26300 Lee BeGolo 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: November 14, 2024

(Insert in writing the month followed by the numeric date and year.)

Great Midwest Insurance Company

(Surety)


(Signature of authorized representative)

Meghan J. Hernandez, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Corinne E. Yousey, James D. Freyer, Adam J. LaClair, Raechel Eassa, Gia Diep, Antranig J. Almasian, Anthony Ferraiolo, Meghan J. Hernandez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



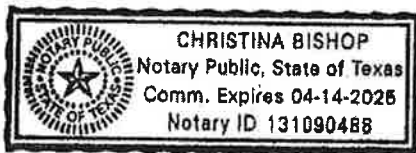
GREAT MIDWEST INSURANCE COMPANY

BY _____

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 14th Day of November, 2024.



BY _____

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF Wayne

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

Hxx Manager of the UIS - Duke's Root Control
(Title) (Firm Name)

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

Distribution System Material Inventory (DSMI) Hydro-Excavation (PO 947417)
(Description of Improvement)

located at: _____

The total amount of the contract is \$179,232.00 of which I have received payment of \$99,289.80 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 8th day of November, 2024

Name: David Weber [Signature]
(individual/corporation/partnership)

Nicholas Nieman [Signature]

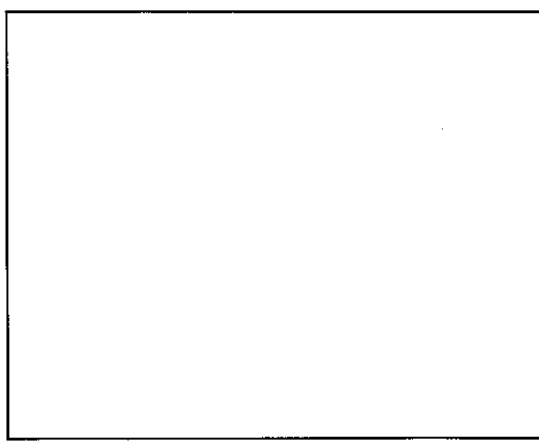
By: HXX Project Manager Attest: HXX Project Manager
(Title) (Title)

Subscribed and sworn to before me this 8th day of November, 2024

Notary Public: Analise Puz

ANALISE PUZ
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
ACTING IN THE COUNTY OF Wayne
MY COMMISSION EXPIRES MAY 28, 2026

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT REVISED

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
No	SubContractors used				#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00		\$0.00

RECAPITULATION

REVISED - Final Pay App DSMI

Amount of Original Contract: \$261,712.00

Work Completed to Date: \$179,232.00

Plus: Extras to Contract: _____

Less: Total Retainage: _____

Total: Contract plus Extras: \$261,712.00

Less: Amount Previously Paid: \$99,289.80

Less: Credits to Contract: \$82,480.00

Less: Amount of this Request: \$79,942.20

Total: Adjusted Contract: \$179,232.00

Total Balance Due: \$0.00