



CITY of NOVI CITY COUNCIL

Agenda Item 1
March 18, 2019

SUBJECT: Approval of the final payment to Toebe Construction, LLC, for the Crescent Boulevard Reconstruction project from Novi Road to Town Center Drive, in the amount of \$119,600.19, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 119,600.19
AMOUNT BUDGETED	\$ 120,000
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-202.00-865.164

BACKGROUND INFORMATION:

Crescent Boulevard was in poor condition east of Novi Road (ranging from PASER 2 to 3) and had required a significant amount of maintenance prior to this reconstruction. This project involved the complete reconstruction of this segment of road. This reconstruction realigned the median crossovers, which improved vehicle circulation and safety. This project also included the addition of a roundabout at the intersection of Crescent Boulevard and Town Center Drive. As part of the reconstruction effort, the private portion of Crescent Boulevard, east of Town Center Drive was reconstructed and deeded over to the City shortly after bidding of the project. As was done on Town Center Drive (Grand River Avenue to Crescent Boulevard) and 11 Mile Road (Town Center Drive to Meadowbrook Road), the existing concrete roadway was reconstructed in asphalt.

The construction contract was awarded for this project at the August 8, 2016 City Council meeting to Toebe Construction, LLC, in the amount of \$1,810,417.68. Engineering staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$119,600.19 that is due the Contractor (Final Pay Estimate No. 9, attached). The long delay in reaching the final close-out for the project is borne solely on the contractor. Nearly two years of attempts in restoration and another year to acquire final subcontractor waivers kept this project on the books with several budget rollovers. However, the project substantial completion or open to traffic was met on time. The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, February 19, 2019).

There were nine (9) approved change orders issued for this project resulting in an overall net increase of \$177,081.11 to the construction contract, or 9.8% over the awarded amount. The approved change orders resulted in a final contract price of \$1,987,498.79. A breakdown of each change order can be seen in the table on the following page:

CHANGE ORDER	DATE	AMOUNT	REASONING
1	9/27/16	\$20,285.00	New "undercut" items had to be added to avoid multiple utilities in the area as well as a new 48-inch special drainage structure was added.
2	10/27/16	\$69,311.90	Addition of a new 8-inch concrete bump-out at the Town Center Management Office and adding traffic loop detectors at Novi Road.
3	11/10/16	\$89,250.00	Due to the timing of the construction season and its effect on Town Center Christmas shopping, the contractor was paid to accelerate construction by adding additional crews and working weekends.
4	12/15/16	(\$20,232.91)	Balanced work item quantities to date.
5	1/13/17	\$16,846.97	Added repairs made to the existing sanitary sewer that was mismarked and damaged. Also, had to modify two drainage structures and extra excavation via force account work tracking.
6	1/17/17	\$1,746.10	Balanced work item quantities to date.
7	6/22/17	\$2,670.85	Balanced work item quantities to date.
8	1/22/18	\$834.00	Additional pavement markings for merge arrows on eastbound Crescent Boulevard (at the request of the City).
9	2/11/19	(\$3,630.80)	Final balancing of work items that were not completed or no longer necessary.
	TOTAL	\$177,081.11	

RECOMMENDED ACTION: Approval of the final payment to Toebe Construction, LLC, for the Crescent Boulevard Reconstruction project from Novi Road to Town Center Drive, in the amount of \$119,600.19, plus interest earned on retainage.

Crescent Blvd Reconstruction

Location Map



Map Author: A. Wayne
Date: 7/28/2016
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to represent or substitute for any official engineering services. This map was created by direct National Map Accuracy Standards and uses the most current available sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be used for any survey measurements prohibited by the Survey Measurement Act (Michigan Public Act 117 of 1931) as amended. Please contact the City GIS Manager for further sources and accuracy information related to this map.



City of Novi

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



1 inch = 300 feet



Crescent Boulevard Reconstruction (Novi to Town Center)



Looking east from Novi Road towards Ingersol Drive



Crescent Boulevard – Looking east towards roundabout at Town Center Drive



Town Center Drive – Looking north towards roundabout at Crescent Boulevard

ELIZABETH KUDLA SAARELA
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Farmington Hills, Michigan 48331
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www.rsjalaw.com



**ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER**

February 19, 2019

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

**Re: Crescent Boulevard Reconstruction – Toebe Construction, LLC
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Crescent Boulevard Reconstruction Project:

1. Application for Final Payment
2. Work Change Directive No. 9
3. Contractor's Sworn Statement
4. Consent of Surety
5. Waivers of Lien
6. Maintenance Bond (Updated)

The closing documents appear to be in order. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name.

Elizabeth Kudla Saarela

EKS

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



CITY OF NOVI

Balance Due This Payment = \$ 119,600.19

PURCHASE ORDER NO.

94911

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Boulevard Reconstruction **NOVI PROJECT NO.:** 16-2304 **PAYMENT NO.:** FINAL

OWNER: City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375 **ENGINEER:** AECOM - Great Lakes
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034
(248) 204-5900 **CONTRACTOR:** Toebe Construction, LLC
28990 S. Wixom Road
Wixom, Michigan 48393-0129
(248) 349-7500

CONTRACT AMOUNT **FINAL COMPLETION DATES** **DATES OF ESTIMATE**

ORIGINAL: \$1,810,417.68 **ORIGINAL:** November 5, 2016 **FROM:** January 23, 2017

REVISED: \$1,987,498.79 **REVISED:** May 15, 2017 **TO:** July 19, 2018

ACTUAL: May 15, 2017

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Crescent Boulevard Reconstruction GL# 202-202.00-865.164 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	100.00	\$ 640.00	\$ 64,000.00	100.00	\$ 640.00	\$ 64,000.00				100.00	\$ 64,000.00	100%
1	Mobilization (10%)	LS	1.00	\$ 90,500.00	\$ 90,500.00	1.00	\$ 90,500.00	\$ 90,500.00				1.00	\$ 90,500.00	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$ 1,140.00	\$ 1,140.00	1.00	\$ 1,140.00	\$ 1,140.00				1.00	\$ 1,140.00	100%
3	Remove Pavement	SY	19199.00	\$ 5.60	\$ 107,514.40	18992.70	\$ 5.60	\$ 106,359.12				18992.70	\$ 106,359.12	100%
4	Sidewalk, Remove	SY	1560.00	\$ 6.10	\$ 9,516.00	1821.00	\$ 6.10	\$ 11,108.10				1821.00	\$ 11,108.10	100%
5	Curb and Gutter, Remove	LF	285.00	\$ 9.60	\$ 2,736.00	218.00	\$ 9.60	\$ 2,092.80				218.00	\$ 2,092.80	100%
6	Roadway Grading	STA	28.00	\$ 4,500.00	\$ 126,000.00	27.99	\$ 4,500.00	\$ 125,955.00				27.99	\$ 125,955.00	100%
7	Subgrade Undercutting, Type II	CY	500.00	\$ 28.80	\$ 14,400.00	0.00	\$ 28.80	\$ -				0.00	\$ -	
8	Erosion Control, Silt Fence	LF	500.00	\$ 3.45	\$ 1,725.00	100.00	\$ 3.45	\$ 345.00				100.00	\$ 345.00	100%
9	Erosion Control, Inlet Protection	EA	22.00	\$ 78.00	\$ 1,716.00	22.00	\$ 78.00	\$ 1,716.00				22.00	\$ 1,716.00	100%
10	Tensar, TX5 Geogrid	SY	17676.00	\$ 3.30	\$ 58,330.80	17752.10	\$ 3.30	\$ 58,581.93				17752.10	\$ 58,581.93	100%
11	Agg Base, 21AA Limestone, 10-inch	SY	17676.00	\$ 12.90	\$ 228,020.40	17604.40	\$ 12.90	\$ 227,096.76				17604.40	\$ 227,096.76	100%
12	Agg Base, 21AA Limestone, 6-inch	SY	2839.00	\$ 11.60	\$ 32,932.40	4024.10	\$ 11.60	\$ 46,679.56				4024.10	\$ 46,679.56	100%
13	Sewer, CI A, 12-inch, Tr. Det B	LF	552.00	\$ 68.00	\$ 37,536.00	558.00	\$ 68.00	\$ 37,944.00				558.00	\$ 37,944.00	100%
14	Sewer, CI A, 24-inch, Tr. Det B	LF	142.00	\$ 97.00	\$ 13,774.00	149.00	\$ 97.00	\$ 14,453.00				149.00	\$ 14,453.00	100%
15	Sewer, CI A, 36-inch, Tr. Det B	LF	147.00	\$ 148.20	\$ 21,785.40	113.00	\$ 148.20	\$ 16,746.60				113.00	\$ 16,746.60	100%
16	Trench Undercut and Backfill	CY	20.00	\$ 73.75	\$ 1,475.00	53.97	\$ 73.75	\$ 3,980.29				53.97	\$ 3,980.29	100%
17	Dr Structure, Tap, 6-inch	EA	2.00	\$ 165.00	\$ 330.00	0.00	\$ 165.00	\$ -				0.00	\$ -	
18	Dr Structure, Tap, 12-inch	EA	2.00	\$ 355.00	\$ 710.00	3.00	\$ 355.00	\$ 1,065.00				3.00	\$ 1,065.00	100%
19	Dr Structure, Tap, 36-inch	EA	1.00	\$ 535.00	\$ 535.00	1.00	\$ 535.00	\$ 535.00				1.00	\$ 535.00	100%
20	Dr Structure, 48-inch Dia.	EA	22.00	\$ 1,850.00	\$ 40,700.00	22.00	\$ 1,850.00	\$ 40,700.00				22.00	\$ 40,700.00	100%
21	Dr Structure, 60-inch Dia.	EA	4.00	\$ 4,260.00	\$ 17,040.00	5.00	\$ 4,260.00	\$ 21,300.00				5.00	\$ 21,300.00	100%
22	Dr Structure, 84-inch Dia.	EA	1.00	\$ 6,100.00	\$ 6,100.00	0.00	\$ 6,100.00	\$ -				0.00	\$ -	
23	Dr Structure Cover, Type B	EA	5.00	\$ 350.00	\$ 1,750.00	6.00	\$ 350.00	\$ 2,100.00				6.00	\$ 2,100.00	100%
24	Dr Structure Cover, Type K	EA	22.00	\$ 520.00	\$ 11,440.00	18.00	\$ 520.00	\$ 9,360.00				18.00	\$ 9,360.00	100%

TOTAL THIS SHEET

\$ 827,706.40

\$ 819,758.16

\$ -

\$ 819,758.16

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Boulevard Reconstruction

NOVI PROJECT NO.: 16-2304

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Dr Structure Cover, Adj, Case 1	EA	4.00	\$ 875.00	\$ 3,500.00	4.00	\$ 875.00	\$ 3,500.00				4.00	\$ 3,500.00	100%
26	Dr Structure, Add Depth of 48", 8'-15'	VF	5.00	\$ 66.75	\$ 333.75	5.00	\$ 66.75	\$ 333.75				5.00	\$ 333.75	100%
27	Dr Structure, Add Depth of 60", 8'-15'	VF	11.00	\$ 140.00	\$ 1,540.00	11.00	\$ 140.00	\$ 1,540.00				11.00	\$ 1,540.00	100%
28	Dr Structure, Remove	EA	11.00	\$ 420.00	\$ 4,620.00	9.00	\$ 420.00	\$ 3,780.00				9.00	\$ 3,780.00	100%
29	Sewer, Remove, Less than 24-inch	LF	61.00	\$ 35.80	\$ 2,183.80	80.00	\$ 35.80	\$ 2,864.00				80.00	\$ 2,864.00	100%
30	Sewer, Remove, 24-inch to 48-inch	LF	381.00	\$ 14.95	\$ 5,695.95	366.00	\$ 14.95	\$ 5,471.70				366.00	\$ 5,471.70	100%
31	Sanitary Manhole Cover, Adj, Case 1	EA	2.00	\$ 875.00	\$ 1,750.00	5.00	\$ 875.00	\$ 4,375.00				5.00	\$ 4,375.00	100%
32	Point-Up Dr Structure	EA	3.00	\$ 155.00	\$ 465.00	1.00	\$ 155.00	\$ 155.00				1.00	\$ 155.00	100%
33	Reconstruct Dr Structure	VF	10.00	\$ 295.00	\$ 2,950.00	0.00	\$ 295.00					0.00		
34	Underdrain, Subgrade, O-G, 6-inch	LF	4797.00	\$ 9.00	\$ 43,173.00	4456.00	\$ 9.00	\$ 40,104.00				4456.00	\$ 40,104.00	100%
35	GlasPave 25 Interlayer Fabric	SY	14822.00	\$ 3.78	\$ 56,027.16	14822.00	\$ 3.78	\$ 56,027.16				14822.00	\$ 56,027.16	100%
36	HMA, 5E3, High Stress	TON	1877.00	\$ 72.28	\$ 135,669.56	1838.11	\$ 72.28	\$ 132,858.59				1838.11	\$ 132,858.59	100%
37	HMA, 3E3	TON	3283.00	\$ 54.79	\$ 179,875.57	3164.95	\$ 54.79	\$ 173,407.61				3164.95	\$ 173,407.61	100%
38	HMA Approach	TON	53.00	\$ 72.28	\$ 3,830.84	78.00	\$ 72.28	\$ 5,637.84				78.00	\$ 5,637.84	100%
39	Hydrant Relocate, Case 1	EA	1.00	\$ 3,500.00	\$ 3,500.00	0.00	\$ 3,500.00					0.00		
40	Gate Well Cover, Adj, Case 2	EA	2.00	\$ 300.00	\$ 600.00	4.00	\$ 300.00	\$ 1,200.00				4.00	\$ 1,200.00	100%
41	Conc Pavt, Decorative, N-R, 8-inch	SY	355.00	\$ 76.00	\$ 26,980.00	656.50	\$ 76.00	\$ 49,894.00				656.50	\$ 49,894.00	100%
42	Curb and Gutter, Conc, Det D1, Mod.	LF	275.00	\$ 17.65	\$ 4,853.75	278.00	\$ 17.65	\$ 4,906.70				278.00	\$ 4,906.70	100%
43	Curb, Conc, Det E1	LF	210.00	\$ 10.65	\$ 2,236.50	253.00	\$ 10.65	\$ 2,694.45				253.00	\$ 2,694.45	100%
44	Curb and Gutter, Conc, Det C2, Mod.	LF	3920.00	\$ 13.65	\$ 53,508.00	3853.00	\$ 13.65	\$ 52,593.45				3853.00	\$ 52,593.45	100%
45	Curb and Gutter, Conc, Det C4	LF	3909.00	\$ 14.15	\$ 55,312.35	4046.00	\$ 14.15	\$ 57,250.90				4046.00	\$ 57,250.90	100%
46	Curb and Gutter, Conc, Det F4	LF	888.00	\$ 14.15	\$ 12,565.20	646.00	\$ 14.15	\$ 9,140.90				646.00	\$ 9,140.90	100%
47	Driveway Opening, Conc, Det M	LF	927.00	\$ 16.15	\$ 14,971.05	999.50	\$ 16.15	\$ 16,141.93				999.50	\$ 16,141.93	100%
48	Driveway, Non-Reinf Conc, 6-inch	SY	829.00	\$ 34.00	\$ 28,186.00	996.50	\$ 34.00	\$ 33,881.00				996.50	\$ 33,881.00	100%
49	Sidewalk, Conc, 4-inch	SF	12136.00	\$ 3.25	\$ 39,442.00	14392.95	\$ 3.25	\$ 46,777.09				14392.95	\$ 46,777.09	100%
50	Sidewalk, Conc, 6-inch	SF	2528.00	\$ 3.75	\$ 9,480.00	1745.90	\$ 3.75	\$ 6,547.13				1745.90	\$ 6,547.13	100%
51	Sidewalk Ramp, Conc, 6-inch	SF	2878.00	\$ 4.25	\$ 12,231.50	1995.25	\$ 4.25	\$ 8,479.81				1995.25	\$ 8,479.81	100%
52	Brick Pavers, Remove	SF	292.00	\$ 0.01	\$ 2.92	145.00	\$ 0.01	\$ 1.45				145.00	\$ 1.45	100%
53	Sidewalk, Brick Paver, Conc & Sand	SF	100.00	\$ 12.71	\$ 1,271.00	145.00	\$ 12.71	\$ 1,842.95				145.00	\$ 1,842.95	100%
54	Detectable Warning Surface	LF	126.00	\$ 30.00	\$ 3,780.00	117.00	\$ 30.00	\$ 3,510.00				117.00	\$ 3,510.00	100%
55	Tree, Rem, 6-inch to 18-inch	EA	20.00	\$ 225.00	\$ 4,500.00	20.00	\$ 225.00	\$ 4,500.00				20.00	\$ 4,500.00	100%
56	Post, Mailbox	EA	6.00	\$ 115.00	\$ 690.00	4.00	\$ 115.00	\$ 460.00				4.00	\$ 460.00	100%
57	Remove Spec. Mrkg.	SF	719.00	\$ 2.65	\$ 1,905.35	662.00	\$ 2.65	\$ 1,754.30				662.00	\$ 1,754.30	100%
58	Pavt Mrkg, Ovly, C-P, Only	EA	1.00	\$ 165.00	\$ 165.00	0.00	\$ 165.00					0.00		
59	Pavt Mrkg, Ovly, C-P, Rt Turn Arrow	EA	2.00	\$ 165.00	\$ 330.00	2.00	\$ 165.00	\$ 330.00				2.00	\$ 330.00	100%
TOTAL FROM THIS SHEET				\$ 718,125.25	\$ 718,125.25		\$ 731,960.70	\$ 731,960.70	\$ -			\$ 731,960.70		
TOTAL FROM OTHER SHEET				\$ 827,706.40	\$ 827,706.40		\$ 819,758.16	\$ 819,758.16	\$ -			\$ 819,758.16		
SUBTOTAL				\$ 1,545,831.65	\$ 1,545,831.65		\$ 1,551,718.86	\$ 1,551,718.86	\$ -			\$ 1,551,718.86	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Boulevard Reconstruction NOVI PROJECT NO.: 16-2304 PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
60	Pavt Mrkg, Ovly, C-P, Thru & Lt Turn	EA	3.00	\$ 195.00	\$ 585.00	5.00	\$ 195.00	\$ 975.00				5.00	\$ 975.00	100%
61	Barricade, Type III, H-I, D-S, Furn.	EA	24.00	\$ 89.95	\$ 2,158.80	21.00	\$ 89.95	\$ 1,888.95				21.00	\$ 1,888.95	100%
62	Barricade, Type III, H-I, D-S, Oper.	EA	24.00	\$ 0.01	\$ 0.24	21.00	\$ 0.01	\$ 0.21				21.00	\$ 0.21	100%
63	Barricade, Type III, H-I, Light, Furn.	EA	83.00	\$ 74.95	\$ 6,220.85	69.00	\$ 74.95	\$ 5,171.55				69.00	\$ 5,171.55	100%
64	Barricade, Type III, H-I, Light, Oper.	EA	83.00	\$ 0.02	\$ 1.66	69.00	\$ 0.02	\$ 1.38				69.00	\$ 1.38	100%
65	Minor Traffic Devices	LS	1.00	\$ 47,825.00	\$ 47,825.00	1.00	\$ 47,825.00	\$ 47,825.00				1.00	\$ 47,825.00	100%
66	Pavt Mrkg, Longit, 6" or Less, Rem.	LF	912.00	\$ 0.65	\$ 592.80	852.00	\$ 0.65	\$ 553.80				852.00	\$ 553.80	100%
67	Pavt Mrkg, NR, Paint, 4", Yellow, Temp	LF	5520.00	\$ 0.50	\$ 2,760.00	4818.00	\$ 0.50	\$ 2,409.00				4818.00	\$ 2,409.00	100%
68	Plastic Drum, High Intensity, Furn.	EA	180.00	\$ 17.95	\$ 3,231.00	180.00	\$ 17.95	\$ 3,231.00				180.00	\$ 3,231.00	100%
69	Plastic Drum, High Intensity, Oper.	EA	180.00	\$ 0.01	\$ 1.80	180.00	\$ 0.01	\$ 1.80				180.00	\$ 1.80	100%
70	Sign Cover	EA	1.00	\$ 20.00	\$ 20.00	0.00	\$ 20.00	\$ -				0.00	\$ -	
71	Sign, Type A, Temp, Prism, Furn.	SF	261.00	\$ 4.95	\$ 1,291.95	133.00	\$ 4.95	\$ 658.35				133.00	\$ 658.35	100%
72	Sign, Type A, Temp, Prism, Oper.	SF	261.00	\$ 0.01	\$ 2.61	133.00	\$ 0.01	\$ 1.33				133.00	\$ 1.33	100%
73	Sign, Type B, Temp, Prism, Furn.	SF	1002.00	\$ 3.95	\$ 3,957.90	737.00	\$ 3.95	\$ 2,911.15				737.00	\$ 2,911.15	100%
74	Sign, Type B, Temp, Prism, Oper.	SF	1002.00	\$ 0.01	\$ 10.02	737.00	\$ 0.01	\$ 7.37				737.00	\$ 7.37	100%
75	Sign, Type B, Temp, Spec., Furn.	SF	66.00	\$ 9.95	\$ 656.70	50.00	\$ 9.95	\$ 497.50				50.00	\$ 497.50	100%
76	Sign, Type B, Temp, Spec., Oper.	SF	66.00	\$ 0.01	\$ 0.66	50.00	\$ 0.01	\$ 0.50				50.00	\$ 0.50	100%
77	Traffic Signal, Bag	EA	1.00	\$ 500.00	\$ 500.00	0.00	\$ 500.00	\$ -				0.00	\$ -	
78	Traffic Signal, Bag, Remove	EA	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
79	Fence, Protective	LF	120.00	\$ 2.06	\$ 247.20	0.00	\$ 2.06	\$ -				0.00	\$ -	
80	Traffic Regulator Control	LS	1.00	\$ 17,200.00	\$ 17,200.00	1.00	\$ 17,200.00	\$ 17,200.00				1.00	\$ 17,200.00	100%
81	Maintenance Gravel, LM	CY	888.00	\$ 54.00	\$ 47,952.00	135.79	\$ 54.00	\$ 7,332.66				135.79	\$ 7,332.66	100%
82	Pedestrian Type II Barricade, Temp	EA	10.00	\$ 99.95	\$ 999.50	10.00	\$ 99.95	\$ 999.50				10.00	\$ 999.50	100%
83	Pavt Mrkg, W-R Tape, 4" White	LF	60.00	\$ 1.65	\$ 99.00	436.00	\$ 1.65	\$ 719.40				436.00	\$ 719.40	100%
84	Pavt Mrkg, W-R Tape, 4" Yellow	LF	91.00	\$ 1.65	\$ 150.15	32.00	\$ 1.65	\$ 52.80				32.00	\$ 52.80	100%
85	Perf Steel Sq. Tube Br-Away System	EA	6.00	\$ 750.00	\$ 4,500.00	6.00	\$ 750.00	\$ 4,500.00				6.00	\$ 4,500.00	100%
86	Post, Steel, 3lb	FT	1397.00	\$ 4.95	\$ 6,915.15	1478.00	\$ 4.95	\$ 7,316.10				1478.00	\$ 7,316.10	100%
87	Post, Wood, 6" X 8"	FT	36.00	\$ 24.00	\$ 864.00	36.00	\$ 24.00	\$ 864.00				36.00	\$ 864.00	100%
TOTAL FROM THIS SHEET					\$ 149,243.99			\$ 105,618.35			\$ -		\$ 105,618.35	
TOTAL FROM OTHER SHEETS					\$ 1,545,831.65			\$ 1,551,718.86			\$ -		\$ 1,551,718.86	
SUBTOTAL					\$ 1,695,075.64			\$ 1,657,337.21			\$ -		\$ 1,657,337.21	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Boulevard Reconstruction

NOVI PROJECT NO.: 16-2304

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
88	Sign, Type II, Remove	EA	1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00	\$ 100.00				1.00	\$ 100.00	100%
89	Sign, Type IIA	SF	80.00	\$ 13.95	\$ 1,116.00	128.00	\$ 13.95	\$ 1,785.60				128.00	\$ 1,785.60	100%
90	Sign, Type IIB	SF	24.00	\$ 13.95	\$ 334.80	24.00	\$ 13.95	\$ 334.80				24.00	\$ 334.80	100%
91	Sign, Type III, Erect, Salv.	EA	17.00	\$ 50.00	\$ 850.00	28.00	\$ 50.00	\$ 1,400.00				28.00	\$ 1,400.00	100%
92	Sign, Type III, Remove	EA	63.00	\$ 10.00	\$ 630.00	63.00	\$ 10.00	\$ 630.00				63.00	\$ 630.00	100%
93	Sign, Type IIIA	SF	232.00	\$ 13.95	\$ 3,236.40	241.00	\$ 13.95	\$ 3,361.95				241.00	\$ 3,361.95	100%
94	Sign, Type IIIB	SF	430.00	\$ 13.95	\$ 5,998.50	420.63	\$ 13.95	\$ 5,867.79	-0.005	\$ (0.07)	0%	420.63	\$ 5,867.72	100%
95	Pavt Mrkg, O-C-P, 6" Crosswalk	LF	190.00	\$ 2.85	\$ 541.50	185.00	\$ 2.85	\$ 527.25				185.00	\$ 527.25	100%
96	Pavt Mrkg, O-C-P, 12" X-Hatch, White	LF	55.00	\$ 5.85	\$ 321.75	34.00	\$ 5.85	\$ 198.90				34.00	\$ 198.90	100%
97	Pavt Mrkg, O-C-P, 12" X-Hatch, Yellow	LF	70.00	\$ 5.85	\$ 409.50	65.00	\$ 5.85	\$ 380.25				65.00	\$ 380.25	100%
98	Pavt Mrkg, O-C-P, 12" Crosswalk	LF	536.00	\$ 5.85	\$ 3,135.60	536.00	\$ 5.85	\$ 3,135.60				536.00	\$ 3,135.60	100%
99	Pavt Mrkg, O-C-P, 24" Stop Bar	LF	40.00	\$ 12.00	\$ 480.00	40.00	\$ 12.00	\$ 480.00				40.00	\$ 480.00	100%
100	Pavt Mrkg, O-C-P, Yield	EA	3.00	\$ 175.00	\$ 525.00	3.00	\$ 175.00	\$ 525.00				3.00	\$ 525.00	100%
101	Pavt Mrkg, O-C-P, Left Turn Arrow	EA	6.00	\$ 165.00	\$ 990.00	8.00	\$ 165.00	\$ 1,320.00				8.00	\$ 1,320.00	100%
102	Pavt Mrkg, O-C-P, Only	EA	9.00	\$ 165.00	\$ 1,485.00	10.00	\$ 165.00	\$ 1,650.00				10.00	\$ 1,650.00	100%
103	Pavt Mrkg, O-C-P, Right Turn Arrow	EA	4.00	\$ 165.00	\$ 660.00	4.00	\$ 165.00	\$ 660.00				4.00	\$ 660.00	100%
104	Pavt Mrkg, O-C-P, Thru & Lt Turn Arw	EA	6.00	\$ 195.00	\$ 1,170.00	8.00	\$ 195.00	\$ 1,560.00				8.00	\$ 1,560.00	100%
105	Pavt Mrkg, Spray Therm, 4" White	LF	2295.00	\$ 0.40	\$ 918.00	1908.00	\$ 0.40	\$ 763.20				1908.00	\$ 763.20	100%
106	Pavt Mrkg, Spray Therm, 4" Yellow	LF	870.00	\$ 0.40	\$ 348.00	742.00	\$ 0.40	\$ 296.80				742.00	\$ 296.80	100%
107	Pavt Mrkg, Spray Therm, 6" White	LF	160.00	\$ 0.60	\$ 96.00	189.00	\$ 0.60	\$ 113.40				189.00	\$ 113.40	100%
108	Pavt Mrkg, Spray Therm, 6" Yellow	LF	175.00	\$ 0.60	\$ 105.00	189.00	\$ 0.60	\$ 113.40				189.00	\$ 113.40	100%
109	Pavt Mrkg, Spray Therm, 12" White	LF	45.00	\$ 0.80	\$ 36.00	36.00	\$ 0.80	\$ 28.80				36.00	\$ 28.80	100%
110	Surface Restoration	LS	1.00	\$ 40,087.60	\$ 40,087.60	1.00	\$ 40,087.60	\$ 40,087.60	0.50	\$ 20,043.80	50%	1.00	\$ 40,087.60	100%
111	Private Lighting Relocation	LS	1.00	\$ 24,665.00	\$ 24,665.00	1.00	\$ 24,665.00	\$ 24,665.00				1.00	\$ 24,665.00	100%
112	Irrigation Sleeves	LF	1600.00	\$ 4.12	\$ 6,592.00	232.00	\$ 4.12	\$ 955.84				232.00	\$ 955.84	100%
113	Watering & Cultivation, 1st Seas Min.	LS	1.00	\$ 3,605.00	\$ 3,605.00	0.00	\$ 3,605.00	\$ -				0.00	\$ -	
114	Acer x-freemanii 'Celebration', 2 1/2"	EA	3.00	\$ 324.45	\$ 973.35	3.00	\$ 324.45	\$ 973.35				3.00	\$ 973.35	100%
115	Ulmus americana 'Princeton', 2 1/2"	EA	5.00	\$ 324.45	\$ 1,622.25	5.00	\$ 324.45	\$ 1,622.25				5.00	\$ 1,622.25	100%
TOTAL FROM THIS SHEET				\$ 101,032.25	\$ 93,536.78	\$ 20,043.73	\$ 93,536.78	\$ 20,043.73				\$ 93,536.71		
TOTAL FROM OTHER SHEETS				\$ 1,695,075.64	\$ 1,657,337.21	\$ -	\$ 1,657,337.21	\$ -				\$ 1,657,337.21		
SUBTOTAL				\$ 1,796,107.89	\$ 1,750,873.99	\$ 20,043.73	\$ 1,750,873.99	\$ 20,043.73				\$ 1,750,873.92	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Boulevard Reconstruction

NOVI PROJECT NO.: 16-2304

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
125	Subgrade Undercut, 1 x 3, w/Fabric	CY	1	0	1589.11	\$ 44.65	\$ 70,953.76				1589.11	\$ 70,953.76	100%
126	Subgrade Undercut, 1 x 3, w/o Fabric	CY	1	0	526.45	\$ 41.35	\$ 21,768.71				526.45	\$ 21,768.71	100%
127	Dr Structure, Special, 48-inch	EA	1	0	1.00	\$ 2,150.00	\$ 2,150.00				1.00	\$ 2,150.00	100%
128	Conc Pavt, Non-Reinf, 8-inch	SY	1	0	54.10	\$ 50.00	\$ 2,705.00				54.10	\$ 2,705.00	100%
129	Dr Structure, 84-inch invoice	EA	1	0	1.00	\$ 3,156.00	\$ 3,156.00				1.00	\$ 3,156.00	100%
130	Traffic Loops	EA	1	0	4.00	\$ 2,000.00	\$ 8,000.00				4.00	\$ 8,000.00	100%
131	Project Acceleration	LS	1	0	1.00	\$ 89,250.00	\$ 89,250.00				1.00	\$ 89,250.00	100%
132	Curb, Conc, Det E1 Mod, 12 inch	LF	0	0	291.00	\$ 25.00	\$ 7,275.00				291.00	\$ 7,275.00	100%
133	Force Acct, WE 10-16-2016	LS	0	0	1.00	\$ 4,124.24	\$ 4,124.24				1.00	\$ 4,124.24	100%
134	Force Acct, WE 10-23-2016	LS	0	0	1.00	\$ 9,240.13	\$ 9,240.13				1.00	\$ 9,240.13	100%
135	Pavt Mrkg, Ovly, C-P, Merge, Arr	EA	0	0	2.00	\$ 292.00	\$ 584.00				2.00	\$ 584.00	100%
136	Pavt Mrkg, Ovly, C-P, Merge Symb	EA	0	0	1.00	\$ 250.00	\$ 249.92				1.00	\$ 250.00	100%
137			0	0	0.00	\$ -	\$ -				0.00	\$ -	
138			0	0	0.00	\$ -	\$ -				0.00	\$ -	
139			0	0	0.00	\$ -	\$ -				0.00	\$ -	
140			0	0	0.00	\$ -	\$ -				0.00	\$ -	
141			0	0	0.00	\$ -	\$ -				0.00	\$ -	
142			0	0	0.00	\$ -	\$ -				0.00	\$ -	
143			0	0	0.00	\$ -	\$ -				0.00	\$ -	
144			0	0	0.00	\$ -	\$ -				0.00	\$ -	
145			0	0	0.00	\$ -	\$ -				0.00	\$ -	
146			0	0	0.00	\$ -	\$ -				0.00	\$ -	
147			0	0	0.00	\$ -	\$ -				0.00	\$ -	
148			0	0	0.00	\$ -	\$ -				0.00	\$ -	
149			0	0	0.00	\$ -	\$ -				0.00	\$ -	
150			0	0	0.00	\$ -	\$ -				0.00	\$ -	
151			0	0	0.00	\$ -	\$ -				0.00	\$ -	
152			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET			\$ 219,456.76	\$ -	\$ 219,456.84
TOTAL FROM OTHER SHEETS	\$ 1,810,417.68	\$ 1,768,042.03	\$ 20,043.73	\$ 1,768,041.96	
GRAND TOTAL	\$ 1,810,417.68	\$ 1,987,498.79	\$ 20,043.73	\$ 1,987,498.79	100%



CITY OF NOVI

PURCHASE ORDER NO.

94911

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Boulevard Reconstruction NOVI PROJECT NO.: 16-2304 PAYMENT NO.: FINAL

Original Contract Amount: \$ 1,810,417.68

Change Orders: \$ 177,081.11

Adjusted Contract Amount to Date: \$ 1,987,498.79

Total Cost of Work Performed to Date: \$ 1,987,498.79

MINUS Retainage: \$ -

MINUS Inspection "Crew Days": To Date \$ -

Net Amt. Earned of Contract and Extra Work to Date: This Pay \$ 1,987,498.79

MINUS L.D.'s: # of days over = \$ -

\$ amount/day = \$ -

Subtotal: \$ 1,987,498.79

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

Subtotal: \$ 1,987,498.79

MINUS Amount of Previous Payments: \$ 1,867,898.60

- 1 \$ 94,783.31
- 2 \$ 376,953.75
- 3 \$ 342,971.61
- 4 \$ 754,975.51
- 5 \$ 259,496.59
- 6 \$ 15,978.83
- 7 \$ 21,946.70
- 8 \$ 792.30

CHANGE ORDERS

No.	Date		Amount
1	September 27, 2016	\$	20,285.00
2	October 27, 2016	\$	69,311.90
3	November 10, 2016	\$	89,250.00
4	December 15, 2016	\$	(20,232.91)
5	January 13, 2016	\$	16,846.97
6	January 17, 2017	\$	1,746.10
7	June 22, 2017	\$	2,670.85
8	January 22, 2018	\$	834.00
9	July 19, 2018	\$	(3,630.80)
		\$	-
		\$	-
		\$	-
		\$	-

TOTAL: \$ 177,081.11

Inspection "Crew Days" Allowed per Contract:	100.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	100.00
Inspection "Crew Days" Used to Date:	100.00
Inspection "Crew Days" Remaining:	0.00

BALANCE DUE THIS PAYMENT: \$ 119,600.19



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Boulevard Reconstruction NOVI PROJECT NO.: 16-2304 PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Signature of Aaron J. Staup, Construction Engineering Coordinator, Electronic Signature Certification

Signature of George D. Meystas, Eng. Senior Manager, Electronic Signature Certification

Robert V. Jones, Toebe Construction, LLC, CONTRACTOR - Electronic Signature Certification

Mark Koskinen, AECOM - Great Lakes, 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.

Robert V. Jones

Digitally signed by Robert V. Jones
DN: C=US, E=bjones@toebe-construction.com,
O=Toebe Construction Comapny LLC, CN=Robert V.
Jones
Date: 2018.12.05 17:03:53-05'00'

Accepted By: _____
Toebe Construction, LLC

Mark Koskinen

Mark Koskinen
Feb 11 2019 7:54 AM

cosign

Prepared By: _____
AECOM - Great Lakes

Aaron J. Staup

Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering
Division, email=astaup@cityofnovi.org, c=US
Date: 2019.02.11 11:20:58 -05'00'

Reviewed By: _____
Aaron J. Staup, Construction Engineering Coordinator

George Melistas

Digitally signed by George Melistas
DN: cn=George Melistas, o=City of Novi, ou=Engineering
Division, email=gmellistas@cityofnovi.org, c=US
Date: 2019.02.11 11:27:10 -05'00'

Approved By: _____
George Melistas, PE, Engineering Senior Manager

and

Approved By: _____
Sue Morianti, Purchasing Manager

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

Owner
Architect
Contractor
Surety
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. 82329842

PROJECT: Crescent Boulevard Reconstruction
(name, address)

TO: (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Contract Bond

CONTRACT DATE:

CONTRACTOR:

Toebe Construction LLC
28990 Wixom Road
Wixom, MI 48393

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

Toebe Construction LLC
28990 Wixom Road
Wixom, MI 48393

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 13th day of February, 2019

Surety Company
Federal Insurance Company

Signature of Authorized Representative

Attest:
(Seal):

Susan L. Small, Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Alan P. Chandler, Jeffrey A. Chandler, Ian J. Donald, Kathleen M. Irelan, Meagan L. Kress, Susan L. Small and Robert Trobec of Troy, Michigan

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of August, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 27th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2918866
Commission Expires July 18, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 13th, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Toebe Construction LLC
hereinafter called the "Principal", and Federal Insurance Company, 15 Mountain View Road, Warren, N.J.
07059

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

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligees, for the just and full sum of One Million Nine Hundred
Eighty Seven Thousand Four Hundred Ninety Eight and 80/100 Dollars (\$ 1,987,498.80)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the 19th
day of August, 2016 for the construction of

Crescent Boulevard Reconstruction

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

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

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

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

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

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or
independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless



CITY OF NOVI
Rev 3/12/15

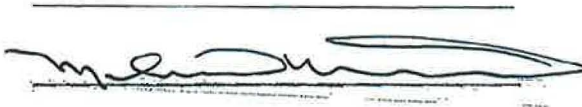
otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

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

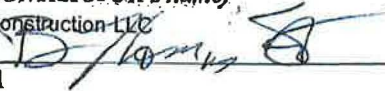
Signed and Sealed this 30th - day of - January - 2019.

In the Presence of:

WITNESS

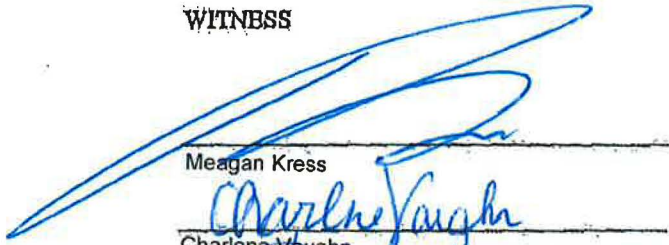


(insert CONTRACTOR's name)
Toebe Construction LLC


Principal

B. Thomas Stover,
Title **President**

WITNESS


Meagan Kress


Charlene Vaughn


Krista Vaughn

82329842
Bond No.

(insert Surety name)

Federal Insurance Company

Surety Signature

Susan L. Small, Attorney-In-Fact
Title

15 Mountain View Road
Address of Surety

Warren, NJ 07059
City Zip Code



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Alan P. Chandler, Jeffrey A. Chandler, Ian J. Donald, Kathleen M. Irelan, Meagan L. Kress, Susan L. Small and Robert Trobec of Troy, Michigan -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of August, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 27th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318666
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **January 30th, 2019**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF MICHIGAN

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

COO of the TOEBE CONSTRUCTION LLC
(Title) (Firm Name)

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

CRESCENT BOULEVARD RECONSTRUCTION

(Description of Improvement)

located at: CRESCENT BOULEVARD, NOVI MICHIGAN

The total amount of the contract is \$1,987,498.80 of which I have received payment of \$1,867,898.60 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.

SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
✓ Cadillac Asphalt	Asphalt Paving	\$415,731.20	\$415,731.20	\$0.00	0.0%	\$0.00
✓ GM & Sons's	Misc Concrete	\$301,904.66	\$301,904.66	\$0.00	0.0%	\$0.00
✓ PK Contracting	Pavement Markings	\$23,651.98	\$23,651.98	\$0.00	0.0%	\$0.00
✓ Rauhorn Electric	Eletrical	\$32,915.00	\$32,915.00	\$0.00	0.0%	\$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		\$774,202.84	\$774,202.84	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$1,810,417.88</u>	Work Completed to Date: <u> \$1,987,498.80</u>
Plus: Extras to Contract: <u> \$177,081.12</u>	Less: Total Retainage: <u> \$99,558.47</u>
Total: Contract plus Extras: <u> \$1,987,498.80</u>	Less: Amount Previously Paid: <u> \$1,867,898.59</u>
Less: Credits to Contract: <u> \$0.00</u>	Less: Amount of this Request: <u> \$119,800.21</u>
Total: Adjusted Contract: <u> \$1,987,498.80</u>	Total Balance Due: <u> \$119,800.21</u>

Signed this 06 day of DECEMBER, 2018

Name: MATTHEW HICKEY
(individual/corporation/partnership)

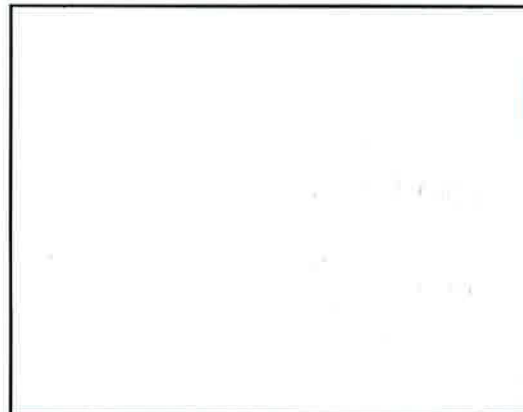
By:  (Title) COO
Attest:  (Title) VN

Subscribed and sworn to before me this 6 day of December, 2018

Notary Public: 

MICHAEL DARASKAVICH
Notary Public, State of Michigan
County of Oakland
My Commission Expires Sept. 11, 2022
Acting in the County of Oakland

NOTARY SEAL



FULL UNCONDITIONAL WAIVER

My contract with TOEBE CONSTRUCTION LLC to provide labor and or material for the improvement of the property described as:

CRESCENT BOULEVARD RECONSTRUCTION
NOVI, MICHIGAN
51316

Hereby waive my construction lien to the amount of \$415,731.20
For all labor/material provided.

This waiver, together with all pervious waivers, if any, does cover all amounts due to us for contract improvements provided.

JULIE SNURKA

BY: 
(SIGNATURE OF LIEN CLAIMANT)

DATE: 12-12-18

CADILLAC ASPHALT
2575 S. Haggerty Road, Suite
100 Canton, MI 48188
Julie Snurka, Estimator

TELEPHONE: (248) 620-7952

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

My contract with TOEBE CONSTRUCTION LLC to provide labor and or material for the improvement of the property described as:

CRESCENT BOULEVARD RECONSTRUCTION
NOVI, MICHIGAN
51316

Hereby waive my construction lien to the amount of \$301,904.66
For all labor/material provided.

This waiver, together with all pervious waivers, if any, does cover all amounts due to us for contract improvements provided.

KARL SCHWEITZER

BY:


(SIGNATURE OF LIEN CLAIMANT)

DATE:

12-11-18

GM & SONS INC.
6784 WHITMORE LAKE ROAD
WHITMORE LAKE, MI 48189
Karl Schweitzer, President

TELEPHONE:

734-929-1259

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

My contract with **TOEBE CONSTRUCTION LLC** to provide labor and or material for the improvement of the property described as:

**CRESCENT BOULEVARD RECONSTRUCTION
NOVI, MICHIGAN
51316**

Hereby waive my construction lien to the amount of **\$23,651.98**
For all labor/material provided.

This waiver, together with all pervious waivers, if any, does cover all amounts due to us for contract improvements provided.

ANN STEIN

BY: *Ann Stein*
(SIGNATURE OF LIEN CLAIMANT)

DATE: *12/11/18*

**PK CONTRACTING
1965 BARRET TROY, MI
48084
Ann Stein, Contract
Administrator**

TELEPHONE: *248/362-2130*

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

My contract with **TOEBE CONSTRUCTION LLC** to provide labor and or material for the improvement of the property described as:

**CRESCENT BOULEVARD RECONSTRUCTION
NOVI, MICHIGAN
51316**

Hereby waive my construction lien to the amount of **\$33,965.00**
For all labor/material provided.

This waiver, together with all pervious waivers, if any, does cover all amounts due to us for contract improvements provided.

LAURA FENERO

BY: *Laura Ferraro*
(SIGNATURE OF LIEN CLAIMANT)

DATE: 12/11/18

**RAUHORN ELECTRIC INC.
17171 23 MILE ROAD
MACOMB, MI 48042**

Laura Ferraro, Controller

**RAUHORN ELECTRIC, INC.
14140 33 Mile Road
Bruce Township, MI 48065**

TELEPHONE: 586-992-6400

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with TOEBE CONSTRUCTION LLC to provide
(Prime Contracting Party)

CONSTRUCTION SERVICES for the improvement of the property
(Type of service)

described as CRESCENT BOULEVARD
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and 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 or 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.

Signed on: DECEMBER 06, 2018


(Signature of Lien Claimant)

MATTHEW S. HICKEY

(Printed Name of Lien Claimant)

COO

(Title of Lien Claimant)

Company Name: TOEBE CONSTRUCTION LLC

Address: 28990 WIXOM ROAD WIXOM, MI 48393

Telephone: 248-349-7500

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