

**CITY of NOVI CITY COUNCIL**

**Agenda Item D  
November 23, 2009**

**SUBJECT:** Approval of the Final Balancing Change Order and Final Payment to Anglin Civil Constructors, Ltd. for the Eleven Mile/Meadowbrook Road Intersection Widening and Signal Improvements in the amount of \$27,945.82.

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

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The City's consulting engineer for this project, Stantec Consulting Michigan, Inc., administered the construction contract for the Eleven Mile/Meadowbrook Road Intersection Widening and Signal Improvements. Stantec has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Anglin Civil Constructors, Ltd. of Novi, MI (Stantec's Final Pay Estimate No. 3 and Balancing Change Order No. 3, attached).

The intersection work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$27,945.82 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form. The original contract was approved at the July 28, 2008 City Council meeting in the amount of \$290,243.65.

There were three change orders associated with the project. The first change order was for a net decrease in contract price (\$369.66) for a credit on one storm manhole no longer necessary due to some revised grading. The second change order occurred in December of 2008, for a change in location of an existing curb and gutter catch basin as well as a change in pipe type from corrugated metal to concrete. Change Order No. 2 resulted in an increase of \$2,847.12 to the contract price. Change Order No. 3 is attached as a Balancing Change Order which also has a net decrease of \$21,837.98 in contract price. The total work performed and with approved change orders on this project result in a final contract price of \$268,405.67, or nearly \$22,000 under the awarded amount.

**RECOMMENDED ACTION:** Approval of the Final Balancing Change Order and Final Payment to Anglin Civil Constructors, Ltd. for the Eleven Mile/Meadowbrook Road Intersection Widening and Signal Improvements in the amount of \$27,945.82.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

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

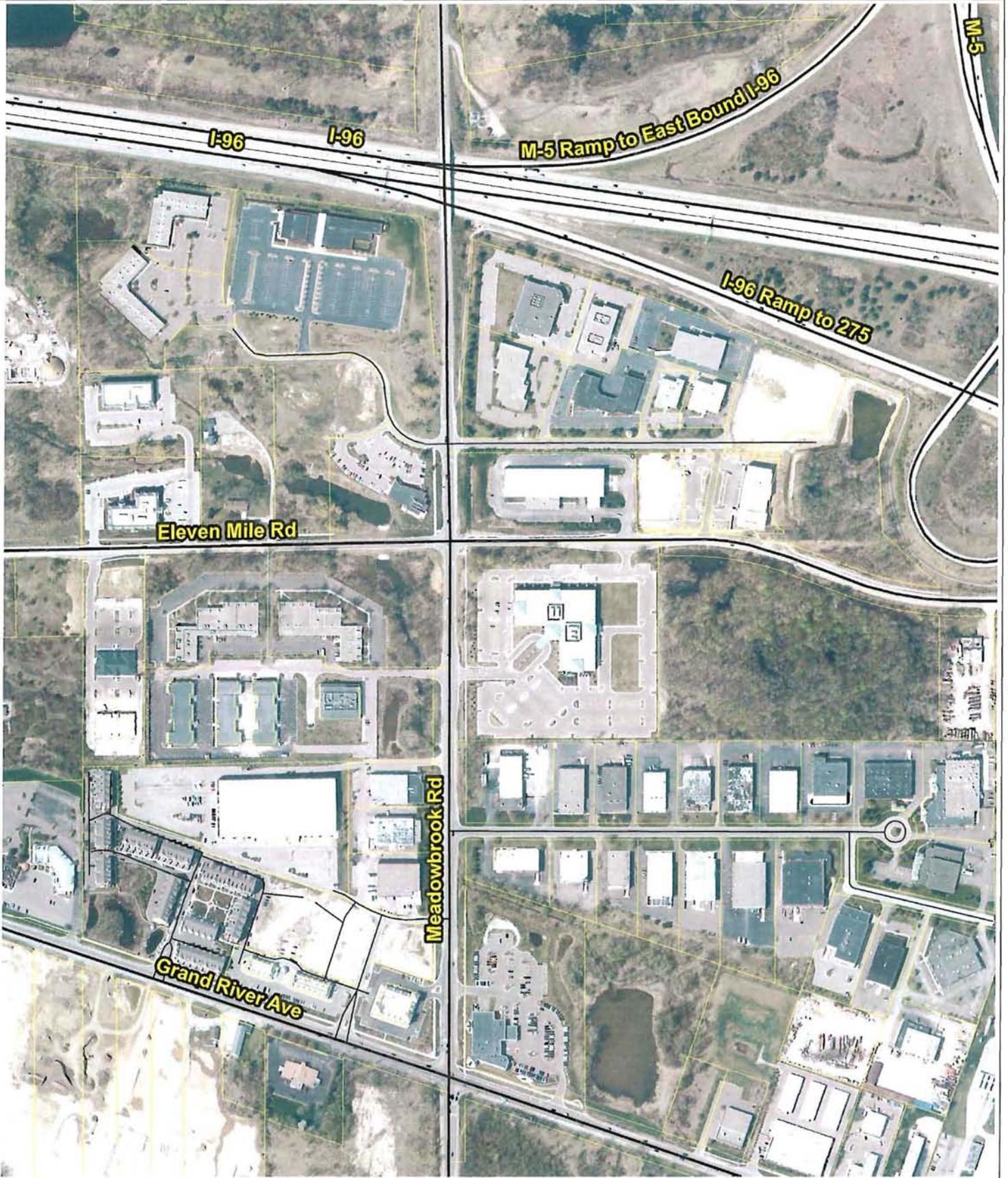
**MAP INTERPRETATION NOTICE**

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.

# City of Novi



## 11 Mile and Meadowbrook



November 2, 2009

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Elizabeth M. Kudla  
Direct: 248-539-2646  
bkudla@secretwardle.com

Suzanne Moreno, Finance Department  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

Re: **Eleven Mile/Meadowbrook Road Intersection Widening**  
**Anglin Civil Contractors, Ltd. – Closing Documents**  
Our File No. 55142 NOV

Dear Ms. Moreno:

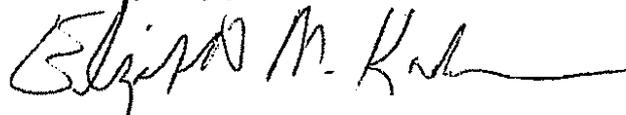
We have received and reviewed the following closing documents for the Eleven Mile and Meadowbrook Road Intersection Widening Project:

- Final Pay Estimate No. 3
- Engineer's Certificate
- Change Order No. 3
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond

Subject to approval of the Final Pay Estimate No. 3 by the City's Public Services Director, the closing documents appear to be in order.

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



ELIZABETH M. KUDLA

EMK

cc: Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Rob Hayes, DPS Director

Suzanne Moreno, Finance Department  
November 2, 2009  
Page 2

Brian Coburn, Senior Civil Engineer  
Aaron Staup, Construction Engineering Coordinator  
George Tsakoff, Stantec  
Thomas R. Schultz, Esquire

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**Stantec**

**Stantec Consulting Michigan Inc.**  
3959 Research Park Drive  
Ann Arbor MI 48108-2216  
Tel: (734) 761-1010  
Fax: (734) 761-1200

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October 28, 2009  
File: 2075108700

City of Novi  
Department of Public Services  
26300 Delwal Drive  
Novi MI 48375-1202

**Attention: Mr. Aaron Staup, Construction Engineer**

Dear Mr. Staup:

**Reference: Eleven Mile Road and Meadowbrook Road Intersection Widening  
Change Order No. 3 and Engineer's Certificate No. 3 (Final)**

Enclosed, please find Change Order No. 3 for this project. This change order is being recommended to balance all work items on this project from the original bid quantities and cost to the final field measured quantities and cost. This change order has already been signed by the Contractor and Stantec, therefore if the City is in agreement, please fully execute this document and return copies to both parties.

In addition, please find the Final Engineer's Certificate No. 3 on this project for Anglin Civil Constructors, Ltd. in the amount of \$27,945.82 (Twenty Seven Thousand, Nine Hundred Forty Five and 82/100 Dollars). This amount includes payment for any final work items completed by the Contractor and a release of all funds in the Retained Funds Account. Also if applicable from the City's General Conditions, a separate check should be issued to Anglin for any accrued interest in the retained funds account.

Also please note that in recommending final payment to the Contractor for this project, Stantec has received the following administrative documents:

- Consent of Surety to Final Payment by the Bonding Company
- Updated Maintenance Bond from the Bonding Company
- Sworn Statement of the Contractor
- Unconditional Waivers of Lien from all Subcontractors and Suppliers
- AIA Document G702 for Application of Final Payment by the Contractor

**Stantec**

October 28, 2009  
Mr. Aaron Staup, Construction Engineer  
Page 2 of 2

**Reference: Eleven Mile Road and Meadowbrook Road Intersection Widening  
Change Order No. 3 and Engineer's Certificate No. 3 (Final)**

Please send one (1) copy of the engineer's certificate with payment to the Contractor, Anglin Civil Constructors, Ltd. If you have any questions, please do not hesitate to contact us.

Sincerely,

**STANTEC CONSULTING MICHIGAN INC.**



George A. Tsakoff  
Project Manager  
Tel: (734) 214-1887  
Fax: (734) 761-1200  
george.tsakoff@stantec.com

Attachment: CO #3 and EC #3  
Supporting Documentation

- c. Brian Coburn, City of Novi (via e-mail only)
- Beth Kudla, City Attorney (via e-mail only)



**Stantec**

3959 Research Park Drive  
Ann Arbor, Michigan 48108-2219  
734-761-1010  
734-761-1200 (Fax)

# CONTRACT CHANGE ORDER

No: 3

To: Anglin Civil Contractors      Date: September 25, 2009      Project No: 2075108700

Contract: Eleven Mile and Meadowbrook Rds      Owner: City of Novi

Intersection Improvements      Location: Meadowbrook and Eleven Mile Road

You are hereby requested to comply with the following changes from the contract plans & specifications:

Item No.	Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Reconcile Contract amount based on final field measured quantities	\$ 24,315.44	
Change in Contract Price Due to this Change Order:			
Total Decrease		\$ 24,315.44	
Total Increase			\$ -
Net Decrease Contract Price			\$ (24,315.44)
<b>Original Contract Price</b>			\$ 290,243.65
<b>Total Net Change by Previous Change Order No 1 and 2</b>			\$ 2,477.46
<b>Total Amount of Contract Prior to this Change Order</b>			\$ 292,721.11
<b>Net Addition or Deduction this Change Order No. 3</b>			\$ (24,315.44)
<b>Net Amount of Contract to Date</b>			\$ 268,405.67

Contract completion time is increased by 3 calendar days as a result of this change order.

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by:

  
George A. Tsakoff  
Stantec Project Manager

Approved By:

  
City of Novi

Accepted By:

  
Anglin Civil Contractors

C.O. No. 3



CHANGE ORDER NO. 3  
(SUPPLEMENT)

Date: September 25, 2009  
Owner: City of Novi  
Contractor: Anglin Civil Constructors, Inc.

Project: 11 Mile & Meadowbrook Road Intersection Improvements  
Project No.: 2075108700  
Period Ending: August 31, 2009

WORK ITEM DESCRIPTION		ESTIMATED FROM CONTRACT PROPOSAL				FIELD MEASURED DURING CONSTRUCTION				PRICE RECONCILIATION
Item No.	Item of Work	Quantity	Unit	Unit Price	Total Price	Quantity	Unit	Unit Price	Total Price	N
1	Mobilization (5% Max.)	1	LS	\$ 14,056.00	\$ 14,056.00	1	LS	\$ 14,056.00	\$ 14,056.00	\$ -
2	Utility Coordination and Exploration	1	LS	\$ 2,800.00	\$ 2,800.00	1	LS	\$ 2,800.00	\$ 2,800.00	\$ -
3	Sill Fence	500	LFT	\$ 3.36	\$ 1,680.00	60	LFT	\$ 3.36	\$ 201.60	\$ (1,478.40)
4	Tree Protection Fence	200	LFT	\$ 4.48	\$ 896.00	180	LFT	\$ 4.48	\$ 806.40	\$ (89.60)
5	Erosion Control Inlet Filter	2	EA	\$ 168.00	\$ 336.00	0	EA	\$ 168.00	\$ -	\$ (336.00)
6	Remove Concrete Sidewalk	170	SYD	\$ 13.44	\$ 2,284.80	206	SYD	\$ 13.44	\$ 2,768.55	\$ 483.75
7	Remove Existing Storm Structures, Sewers and Appurtenances	1	LS	\$ 840.00	\$ 840.00	1	LS	\$ 840.00	\$ 840.00	\$ -
8	Remove Bituminous Street Pavement	75	SYD	\$ 16.80	\$ 1,260.00	75	SYD	\$ 16.80	\$ 1,260.00	\$ -
9	Remove Concrete Curb and Gutter	480	LFT	\$ 13.44	\$ 6,451.20	446	LFT	\$ 13.44	\$ 5,994.24	\$ (456.96)
10	Mill Bituminous Bull Joint	75	SYD	\$ 17.92	\$ 1,344.00	79	SYD	\$ 17.92	\$ 1,415.68	\$ 71.68
11	Remove and Reset Sign	3	EA	\$ 224.00	\$ 672.00	3	EA	\$ 224.00	\$ 672.00	\$ -
12	Storm Sewer, CMP (12 Ga.) (24-inch)	12	LFT	\$ 134.40	\$ 1,612.80	12	LFT	\$ 134.40	\$ 1,612.80	\$ -
13	Perforated Wrapped Underdrain (6-inch)	550	LFT	\$ 11.20	\$ 6,160.00	526	LFT	\$ 11.20	\$ 5,891.20	\$ (268.80)
14	RCP, C-76, CL V, Open-Cut (12-inch)	75	LFT	\$ 134.40	\$ 10,080.00	60	LFT	\$ 134.40	\$ 8,064.00	\$ (2,016.00)
15	4' Dia. Catch Basin	1	EA	\$ 1,344.00	\$ 1,344.00	1	EA	\$ 1,344.00	\$ 1,344.00	\$ -
16	4' Dia. Storm Manhole	2	EA	\$ 1,120.00	\$ 2,240.00	1	EA	\$ 1,120.00	\$ 1,120.00	\$ (1,120.00)
17	Machine Grading (Modified)	1	LS	\$ 3,920.00	\$ 3,920.00	1	LS	\$ 3,920.00	\$ 3,920.00	\$ -
18	Subgrade Undercutting, 21AA	40	CYD	\$ 33.60	\$ 1,344.00	0	CYD	\$ 33.60	\$ -	\$ (1,344.00)
19	Relocate Existing Hydrant Assembly	1	LS	\$ 7,280.00	\$ 7,280.00	1	LS	\$ 7,280.00	\$ 7,280.00	\$ -
20	21AA Limestone Aggregate Base (12-inch, CIP)	350	SYD	\$ 16.80	\$ 5,880.00	342	SYD	\$ 16.80	\$ 5,745.60	\$ (134.40)
21	Block Retaining Wall	1,050	SFT	\$ 22.40	\$ 23,520.00	1,110	SFT	\$ 22.40	\$ 24,864.00	\$ 1,344.00
22	Concrete Curb and Gutter (MDOT F-4)	500	LFT	\$ 16.80	\$ 8,400.00	513	LFT	\$ 16.80	\$ 8,618.40	\$ 218.40
23	Concrete Sidewalk (4-inch, CIP)	2,700	SFT	\$ 5.60	\$ 15,120.00	2,520	SFT	\$ 5.60	\$ 14,112.00	\$ (1,008.00)
24	Adjust Structure Cover	2	EA	\$ 280.00	\$ 560.00	2	EA	\$ 280.00	\$ 560.00	\$ -
25	HMA Leveling Course, MDOT 1500L	60	TON	\$ 105.28	\$ 6,316.80	39	TON	\$ 105.28	\$ 4,018.54	\$ (2,298.26)
26	HMA Wearing Course, MDOT 1500T	40	TON	\$ 123.20	\$ 4,928.00	46	TON	\$ 123.20	\$ 5,627.78	\$ 699.78
27	R3-8 Lane Use Control Sign	4	EA	\$ 224.00	\$ 896.00	4	EA	\$ 224.00	\$ 896.00	\$ -
28	W3-3 Nav Signal Ahead Sign	4	EA	\$ 224.00	\$ 896.00	4	EA	\$ 224.00	\$ 896.00	\$ -
29	D3-2 Advance Street Name Sign	4	EA	\$ 224.00	\$ 896.00	4	EA	\$ 224.00	\$ 896.00	\$ -
30	"Sidewalk Ends Ahead" Sign	1	EA	\$ 224.00	\$ 224.00	1	EA	\$ 224.00	\$ 224.00	\$ -
31	Pavement Marking, Waterborne, Solid White (4-inch)	120	LFT	\$ 2.24	\$ 268.80	55	LFT	\$ 2.24	\$ 123.20	\$ (145.60)
32	Pavement Marking, Waterborne, Double Yellow (4-inch)	270	LFT	\$ 2.24	\$ 604.80	274	LFT	\$ 2.24	\$ 613.76	\$ 8.96
33	Pavement Marking, ThermoPlastic, Stop Bar (24-inch)	120	LFT	\$ 12.04	\$ 1,444.80	85	LFT	\$ 12.04	\$ 1,023.40	\$ (301.00)
34	Pavement Marking, ThermoPlastic, Crosswalk (6-inch)	420	LFT	\$ 6.44	\$ 2,704.80	784	LFT	\$ 6.44	\$ 5,049.96	\$ 2,345.16
35	Pavement Marking, Ovy Cold Plastic, Left Arrow Symbol	1	EA	\$ 134.40	\$ 134.40	1	EA	\$ 134.40	\$ 134.40	\$ -
36	Pavement Marking, Ovy Cold Plastic, "Ovy" Legend	1	EA	\$ 900.00	\$ 900.00	1	EA	\$ 900.00	\$ 900.00	\$ -
37	Pavement Marking, Ovy Cold Plastic, Right Thru Symbol	1	EA	\$ 224.00	\$ 224.00	1	EA	\$ 224.00	\$ 224.00	\$ -
38	Restoration	1	LS	\$ 4,480.00	\$ 4,480.00	1	LS	\$ 4,480.00	\$ 4,480.00	\$ -
39	Turf Watering and Maintenance	1	LS	\$ 2,800.00	\$ 2,800.00	1	LS	\$ 2,800.00	\$ 2,800.00	\$ -
40	Traffic Maintenance	1	LS	\$ 5,600.00	\$ 5,600.00	1	LS	\$ 5,600.00	\$ 5,600.00	\$ -
	Traffic Signal					0			\$ -	\$ -
41	Span Wire, Box	1	EA	\$ 1,483.00	\$ 1,483.00	1	EA	\$ 1,483.00	\$ 1,483.00	\$ -
42	TS, One Way Span Wire Mtd. (LED)	8	EA	\$ 900.00	\$ 7,200.00	8	EA	\$ 900.00	\$ 7,200.00	\$ -
43	TS, One Way Span Wire Mtd., Four Section (LED)	4	EA	\$ 1,130.00	\$ 4,520.00	4	EA	\$ 1,130.00	\$ 4,520.00	\$ -
44	TS, Pedestrian, Two Way Bracket Arm Mtd. (LED) Countdown	4	EA	\$ 1,645.00	\$ 6,580.00	4	EA	\$ 1,645.00	\$ 6,580.00	\$ -
45	Pushbutton and Sign, Modified	8	EA	\$ 452.00	\$ 3,616.00	8	EA	\$ 452.00	\$ 3,616.00	\$ -
46	Controller and Cabinet, Solid State Actuated, Modified	1	EA	\$ 888.00	\$ 888.00	1	EA	\$ 888.00	\$ 888.00	\$ -
47	Controller and Cabinet, Solid State Actuated, Delivered, Modified	1	EA	\$ 12,195.00	\$ 12,195.00	1	EA	\$ 12,195.00	\$ 12,195.00	\$ -
48	Autoscope Camera (Solo Pro)	4	EA	\$ 370.00	\$ 1,480.00	4	EA	\$ 370.00	\$ 1,480.00	\$ -
49	Controller Fdn., Base Mount	1	EA	\$ 1,222.00	\$ 1,222.00	1	EA	\$ 1,222.00	\$ 1,222.00	\$ -
50	Conduit, DB, 1, 1-1/4 inch	140	FT	\$ 10.95	\$ 1,533.00	140	FT	\$ 10.95	\$ 1,533.00	\$ -
51	Conduit, DB, 1, 3 inch	10	LFT	\$ 25.10	\$ 251.00	10	LFT	\$ 25.10	\$ 251.00	\$ -
52	Conduit, DB, 2, 3 inch	15	LFT	\$ 32.75	\$ 491.25	15	LFT	\$ 32.75	\$ 491.25	\$ -
53	Conduit, DB, 3, 4 inch	5	LFT	\$ 51.80	\$ 259.00	5	LFT	\$ 51.80	\$ 259.00	\$ -
54	Hh, Round	3	EA	\$ 834.00	\$ 2,502.00	3	EA	\$ 834.00	\$ 2,502.00	\$ -
55	Hh, Square	1	EA	\$ 1,690.00	\$ 1,690.00	1	EA	\$ 1,690.00	\$ 1,690.00	\$ -
56	Wood Pole, Fill Up, TS Cable Pole	1	EA	\$ 409.00	\$ 409.00	1	EA	\$ 409.00	\$ 409.00	\$ -
57	Wood Pole, Fill Up, TS and Sec. Cable Pole	1	EA	\$ 409.00	\$ 409.00	1	EA	\$ 409.00	\$ 409.00	\$ -
58	Strain Pole, Steel, Anchor Base, 40 foot, Modified	2	EA	\$ 4,960.00	\$ 9,920.00	2	EA	\$ 4,960.00	\$ 9,920.00	\$ -
59	Strain Pole, Steel, Anchor Fdn.	2	EA	\$ 3,000.00	\$ 6,000.00	2	EA	\$ 3,000.00	\$ 6,000.00	\$ -
60	Pushbutton Support Post	8	EA	\$ 204.00	\$ 1,632.00	7	EA	\$ 204.00	\$ 1,428.00	\$ (204.00)
61	Bracket Arm, 15 Feet	2	EA	\$ 742.00	\$ 1,484.00	2	EA	\$ 742.00	\$ 1,484.00	\$ -
62	Bracket Arm, 18 feet	2	EA	\$ 827.00	\$ 1,654.00	2	EA	\$ 827.00	\$ 1,654.00	\$ -
63	Safety Switch	1	EA	\$ 904.00	\$ 904.00	1	EA	\$ 904.00	\$ 904.00	\$ -
64	Cable, Sec., 600V, 1, 2/C#4 with #6 Ground	65	FT	\$ 6.28	\$ 408.20	65	FT	\$ 6.28	\$ 408.20	\$ -
65	Optical Priority Control System	1	EA	\$ 5,934.00	\$ 5,934.00	1	EA	\$ 5,934.00	\$ 5,934.00	\$ -
66	RCOC Force Account Allowance (Estimated)	1	LS	\$ 40,500.00	\$ 40,500.00	1	LS	\$ 40,500.00	\$ 40,500.00	\$ -
67	Audio-Video Route Survey	1	LS	\$ 1,680.00	\$ 1,680.00	1	LS	\$ 1,680.00	\$ 1,680.00	\$ -
68	Electrical Service Lead Allowance	1	LS	\$ 20,000.00	\$ 20,000.00	0.07	LS	\$ 20,000.00	\$ 1,340.20	\$ (18,651.80)
	CHANGE ORDERS									
	Change Order No. 1	1	LS	\$ (369.66)	\$ (369.66)	0	LS	\$ (369.66)	\$ -	\$ 369.66
	Change Order No. 2	1	LS	\$ 2,847.12	\$ 2,847.12	1	LS	\$ 2,847.12	\$ 2,847.12	\$ -
TOTAL BASE BID PRICE (1-68, CO1 & CO2):					\$ 292,721.11			\$ 268,405.67	\$ (24,315.44)	



**Stantec**

3959 Research Park Drive  
Ann Arbor, Michigan 48108-2219  
734-761-1010  
734-761-1200 (Fax)

DATE: September 24, 2009

**ENGINEER'S CERTIFICATE**

No: 3 Project No.: 2075108700 Period Ending: August 31, 2009

**ESTIMATE OF WORK DONE AND MATERIALS FURNISHED**

CONTRACTOR: Jack Anglin Civil Constructors, Ltd.  
42750 Grand River Avenue  
Novi, Michigan 48375

CONTRACT FOR: 11 Mile and Meadowbrook Intersection Improvements

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

**SUMMARY**

ORIGINAL CONTRACT AMOUNT	\$	<u>290,243.65</u>
NET CHANGE BY CHANGE ORDERS	\$	<u>(21,837.98)</u>
CURRENT CONTRACT AMOUNT	\$	<u>268,405.67</u>
TOTAL EARNED ON CONTRACT TO DATE	\$	<u>268,405.67</u>
<b>COUNTERCHARGES</b>		
a. Retentions	- %	<u>                    </u>
b. Deductions	%	<u>                    </u>
TOTAL COUNTERCHARGES	\$	<u>-</u>
NET TOTAL DUE	\$	<u>268,405.67</u>
PREVIOUS PAYMENTS RECOMMENDED	\$	<u>240,459.85</u>
BALANCE DUE THIS PAYMENT	\$	<u>27,945.82</u>

RECOMMENDED BY: *George A. Tsakoff* *G.T. B...*  
George A. Tsakoff  
PROJECT MANAGER



Startec

Date: September 24, 2009

Owner: City of Novi

Contractor: Anglin Civil Constructors, Inc.

ENGINEER'S CERTIFICATE SUPPLEMENT NO. 3

Project: 11 Mile & Meadowbrook Road Intersection Improvements

Project No.: 2075108700

Period Ending: August 31, 2009

Item No.	Item of Work	Contract Quantity and Dollars				Actual Quantity			Actual Dollars			Total Amount (FINAL)
		Quantity	Unit	Unit Price	Total Price	Current Period Totals	Previous Totals	Total to Date (FINAL)	Current Period Amount	Previous Total	Total to Date (FINAL)	
1	Mobilization (5% Max.)	1	LS	\$ 14,056.00	\$ 14,056.00		1	1	\$0.00	\$14,056.00	\$14,056.00	\$14,056.00
2	Utility Coordination and Exploration	1	LS	\$ 2,800.00	\$ 2,800.00		1	1	\$0.00	\$2,800.00	\$2,800.00	\$2,800.00
3	Silt Fence	500	LFT	\$ 3.36	\$ 1,680.00		60	60	\$0.00	\$201.60	\$201.60	\$201.60
4	Tree Protection Fence	200	LFT	\$ 4.48	\$ 896.00		180	180	\$0.00	\$806.40	\$806.40	\$806.40
5	Erosion Control Inlet Filter	2	EA	\$ 168.00	\$ 336.00		0	0	\$0.00	\$0.00	\$0.00	\$0.00
6	Remove Concrete Sidewalk	170	SYD	\$ 13.44	\$ 2,284.80		205.77	205.77	\$0.00	\$2,765.55	\$2,765.55	\$2,765.55
7	Remove existing Storm Structures, Sewers and Appurtenances	1	LS	\$ 840.00	\$ 840.00		1	1	\$0.00	\$840.00	\$840.00	\$840.00
8	Remove Bituminous Street Pavement	75	SYD	\$ 16.80	\$ 1,260.00		75	75	\$0.00	\$1,260.00	\$1,260.00	\$1,260.00
9	Remove Concrete Curb and Gutter	480	LFT	\$ 13.44	\$ 6,451.20		446	446	\$0.00	\$5,994.24	\$6,994.24	\$5,994.24
10	Mill Bituminous Butt Joint	75	SYD	\$ 17.92	\$ 1,344.00		79	79	\$0.00	\$1,415.68	\$1,415.68	\$1,415.68
11	Remove and Reset Sign	3	EA	\$ 224.00	\$ 672.00	1	2	3	\$224.00	\$448.00	\$672.00	\$672.00
12	Storm Sewer, CMP (12 Ga.) (24-inch)	12	LFT	\$ 134.40	\$ 1,612.80		12	12	\$0.00	\$1,612.80	\$1,612.80	\$1,612.80
13	Perforated Wrapped Underdrain (6-inch)	550	LFT	\$ 11.20	\$ 6,160.00		526	526	\$0.00	\$5,891.20	\$6,891.20	\$5,891.20
14	RCP, C-76, CL V, Open-Cut (12-inch)	75	LFT	\$ 134.40	\$ 10,080.00		60	60	\$0.00	\$8,064.00	\$9,064.00	\$8,064.00
15	4' Dia. Catch Basin	1	EA	\$ 1,344.00	\$ 1,344.00		1	1	\$0.00	\$1,344.00	\$1,344.00	\$1,344.00
16	4' Dia. Storm Manhole	2	EA	\$ 1,120.00	\$ 2,240.00		1	1	\$0.00	\$1,120.00	\$1,120.00	\$1,120.00
17	Machine Grading (Modified)	1	LS	\$ 3,920.00	\$ 3,920.00		1	1	\$0.00	\$3,920.00	\$3,920.00	\$3,920.00
18	Subgrade Undercutting, 21AA	40	CYD	\$ 33.60	\$ 1,344.00		0	0	\$0.00	\$0.00	\$0.00	\$0.00
19	Relocate Existing Hydrant Assembly	1	LS	\$ 7,280.00	\$ 7,280.00		1	1	\$0.00	\$7,280.00	\$7,280.00	\$7,280.00
20	21AA Limestone Aggregate Base (12-inch, CIP)	350	SYD	\$ 16.80	\$ 5,880.00		342	342	\$0.00	\$5,745.60	\$5,745.60	\$5,745.60
21	Block Retaining Wall	1,050	SFT	\$ 22.40	\$ 23,520.00		1110	1110	\$0.00	\$24,864.00	\$24,864.00	\$24,864.00
22	Concrete Curb and Gutter (MDOT F-4)	600	LFT	\$ 16.80	\$ 8,400.00		513	513	\$0.00	\$8,618.40	\$8,618.40	\$8,618.40
23	Concrete Sidewalk (4-inch, CIP)	2,700	SFT	\$ 5.60	\$ 15,120.00		2520	2520	\$0.00	\$14,112.00	\$14,112.00	\$14,112.00
24	Adjust Structure Cover	2	EA	\$ 280.00	\$ 560.00		2	2	\$0.00	\$560.00	\$560.00	\$560.00
25	HMA Leveling Course, MDOT 1500L	60	TON	\$ 105.28	\$ 6,316.80		38.17	38.17	\$0.00	\$4,018.54	\$4,018.54	\$4,018.54
26	HMA Wearing Course, MDOT 1500T	40	TON	\$ 123.20	\$ 4,928.00		45.68	45.68	\$0.00	\$5,627.78	\$5,627.78	\$5,627.78
27	R3-8 Lane Use Control Sign	4	EA	\$ 224.00	\$ 896.00		4	4	\$0.00	\$896.00	\$896.00	\$896.00
28	W3-3 New Signal Ahead Sign	4	EA	\$ 224.00	\$ 896.00		4	4	\$0.00	\$896.00	\$896.00	\$896.00
29	D3-2 Advance Street Name Sign	4	EA	\$ 224.00	\$ 896.00		4	4	\$0.00	\$896.00	\$896.00	\$896.00
30	"Sidewalk Ends Ahead" Sign	1	EA	\$ 224.00	\$ 224.00		1	1	\$0.00	\$224.00	\$224.00	\$224.00
31	Pavement Marking, Waterborne, Solid White (4-inch)	120	LFT	\$ 2.24	\$ 268.80	55	0	55	\$123.20	\$0.00	\$123.20	\$123.20
32	Pavement Marking, Waterborne, Double Yellow (4-inch)	270	LFT	\$ 2.24	\$ 604.80	274	0	274	\$613.76	\$0.00	\$613.76	\$613.76
33	Pavement Marking, ThermoPlastic, Stop Bar (24-inch)	120	LFT	\$ 12.04	\$ 1,444.80	95	0	95	\$1,143.80	\$0.00	\$1,143.80	\$1,143.80
34	Pavement Marking, ThermoPlastic, Crosswalk (6-inch)	420	LFT	\$ 6.44	\$ 2,704.80	784	0	784	\$5,048.96	\$0.00	\$5,048.96	\$5,048.96
35	Pavement Marking, Ovly Cold Plastic, Left Arrow Symbol	1	EA	\$ 134.40	\$ 134.40	1	0	1	\$134.40	\$0.00	\$134.40	\$134.40
36	Pavement Marking, Ovly Cold Plastic, "Ovly" Legend	1	EA	\$ 900.00	\$ 900.00	1	0	1	\$900.00	\$0.00	\$900.00	\$900.00
37	Pavement Marking, Ovly Cold Plastic, Right/Thru Symbol	1	EA	\$ 224.00	\$ 224.00	1	0	1	\$224.00	\$0.00	\$224.00	\$224.00
38	Restoration	1	LS	\$ 4,480.00	\$ 4,480.00	0.5	0.5	1	\$2,240.00	\$2,240.00	\$4,480.00	\$4,480.00
39	Turf Watering and Maintenance	1	LS	\$ 2,800.00	\$ 2,800.00	1	0	1	\$2,800.00	\$0.00	\$2,800.00	\$2,800.00
40	Traffic Maintenance	1	LS	\$ 5,600.00	\$ 5,600.00	1	1	1	\$0.00	\$5,600.00	\$5,600.00	\$5,600.00
41	Traffic Signal	1	EA	\$ 5,600.00	\$ 5,600.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
42	Span Wire, Box	1	EA	\$ 1,483.00	\$ 1,483.00	1	1	1	\$0.00	\$1,483.00	\$1,483.00	\$1,483.00
43	TS, One Way Span Wire Mid. (LED)	8	EA	\$ 900.00	\$ 7,200.00	8	8	8	\$0.00	\$7,200.00	\$7,200.00	\$7,200.00
44	TS, One Way Span Wire Mid., Four Section (LED)	4	EA	\$ 1,130.00	\$ 4,520.00	4	4	4	\$0.00	\$4,520.00	\$4,520.00	\$4,520.00
45	TS, Pedestrian, Two Way Bracket Arm Mid. (LED) Countdown	4	EA	\$ 1,645.00	\$ 6,580.00	4	4	4	\$0.00	\$6,580.00	\$6,580.00	\$6,580.00
46	Pushbutton and Sign, Modified	8	EA	\$ 452.00	\$ 3,616.00	8	8	8	\$0.00	\$3,616.00	\$3,616.00	\$3,616.00
47	Controller and Cabinet, Solid State Actuated, Modified	1	EA	\$ 888.00	\$ 888.00	1	1	1	\$0.00	\$888.00	\$888.00	\$888.00
48	Controller and Cabinet, Solid State Actuated, Delivered, Modified	1	EA	\$ 12,195.00	\$ 12,195.00	1	1	1	\$0.00	\$12,195.00	\$12,195.00	\$12,195.00
49	Autoscope Camera (Solo Pro)	4	EA	\$ 370.00	\$ 1,480.00	4	4	4	\$0.00	\$1,480.00	\$1,480.00	\$1,480.00
50	Controller Fdn., Base Mount	1	EA	\$ 1,222.00	\$ 1,222.00	1	1	1	\$0.00	\$1,222.00	\$1,222.00	\$1,222.00
51	Conduit, DB, 1, 1-1/4 inch	140	FT	\$ 10.95	\$ 1,533.00	140	140	140	\$0.00	\$1,533.00	\$1,533.00	\$1,533.00
52	Conduit, DB, 1, 3 inch	10	LFT	\$ 25.10	\$ 251.00	10	10	10	\$0.00	\$251.00	\$251.00	\$251.00
53	Conduit, DB, 2, 3 inch	15	LFT	\$ 32.75	\$ 491.25	15	15	15	\$0.00	\$491.25	\$491.25	\$491.25
54	Conduit, DB, 3, 4 inch	5	LFT	\$ 51.80	\$ 259.00	5	5	5	\$0.00	\$259.00	\$259.00	\$259.00
55	Hh, Round	3	EA	\$ 834.00	\$ 2,502.00	3	3	3	\$0.00	\$2,502.00	\$2,502.00	\$2,502.00
56	Hh, Square	1	EA	\$ 1,690.00	\$ 1,690.00	1	1	1	\$0.00	\$1,690.00	\$1,690.00	\$1,690.00
57	Wood Pole, Fit Up, TS Cable Pole	1	EA	\$ 409.00	\$ 409.00	1	1	1	\$0.00	\$409.00	\$409.00	\$409.00
58	Wood Pole, Fit Up, TS and Sec. Cable Strain Pole, Steel, Anchor Base, 40 foot, Modified	2	EA	\$ 4,960.00	\$ 9,920.00	2	2	2	\$0.00	\$9,920.00	\$9,920.00	\$9,920.00
59	Strain Pole, Steel, Anchor Fdn.	2	EA	\$ 3,000.00	\$ 6,000.00	2	2	2	\$0.00	\$6,000.00	\$6,000.00	\$6,000.00
60	Pushbutton Support Post	8	EA	\$ 204.00	\$ 1,632.00	7	7	7	\$0.00	\$1,428.00	\$1,428.00	\$1,428.00
61	Bracket Arm, 15 Feet	2	EA	\$ 742.00	\$ 1,484.00	2	2	2	\$0.00	\$1,484.00	\$1,484.00	\$1,484.00
62	Bracket Arm, 18 feet	2	EA	\$ 827.00	\$ 1,654.00	2	2	2	\$0.00	\$1,654.00	\$1,654.00	\$1,654.00
63	Safety Switch	1	EA	\$ 904.00	\$ 904.00	1	1	1	\$0.00	\$904.00	\$904.00	\$904.00
64	Cable, Sec., 600V, 1, 2/C#4 with #6	65	FT	\$ 6.28	\$ 408.20	65	65	65	\$0.00	\$408.20	\$408.20	\$408.20
65	Optical Priority Control System	1	EA	\$ 5,934.00	\$ 5,934.00	1	1	1	\$0.00	\$5,934.00	\$5,934.00	\$5,934.00
66	RCOC Force Account Allowance (Estimated)	1	LS	\$ 40,500.00	\$ 40,500.00	1	1	1	\$0.00	\$40,500.00	\$40,500.00	\$40,500.00
67	Audio-Video Route Survey	1	LS	\$ 1,680.00	\$ 1,680.00	1	1	1	\$0.00	\$1,680.00	\$1,680.00	\$1,680.00
68	Electrical Service Lead Allowance	1	LS	\$ 20,000.00	\$ 20,000.00	0.07	0.07	0.07	\$0.00	\$1,348.20	\$1,348.20	\$1,348.20
<b>CHANGE ORDERS</b>												
	Change Order No. 1	1	LS	\$ (369.66)	\$ (369.66)	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
	Change Order No. 2	1	LS	\$ 2,847.12	\$ 2,847.12	1	1	1	\$0.00	\$2,847.12	\$2,847.12	\$2,847.12
	Change Order No. 3 (Contract Reconciliation)	1	LS		-\$24,315.44							
<b>TOTAL BASE BID PRICE (1-68, CO1, CO2 &amp; CO3):</b>					<b>\$ 268,405.67</b>				<b>\$13,452.12</b>	<b>\$254,953.55</b>	<b>\$268,405.67</b>	<b>\$268,405.67</b>



# AIA Document G702™ - 1992

# RECEIVED

SEP 01 2009

## Application and Certificate for Payment

STANTEC CONSULTING

<b>TO OWNER:</b> City of Novi 45175 W. Ten Mile Novi, MI 48375	<b>PROJECT:</b> 11 Mile Road & Meadowbrook Road Intersection Improvements	<b>APPLICATION NO:</b> 003 FINAL <b>PERIOD TO:</b> August 26, 2009 <b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> / 29268 /	<b>Distribution to:</b> OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> Anglin Civil Constructors, Ltd. 42750 Grand River Ave. Novi, MI 48375	<b>VIA ARCHITECT:</b> Stantec Consulting Michigan, Inc. 3959 Research Park Drive Ann Arbor, MI 48108		

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$	290,243.65
2. Net change by Change Orders .....	\$	21,837.98
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	268,405.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$	268,405.67
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$	268,405.67
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	240,459.85
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE .....	\$	27,945.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 24315.44
Total approved this Month	\$ 2847.12	\$ 369.66
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** \_\_\_\_\_  
By: [Signature] Date: 8-27-09  
State of: Michigan  
County of: Oakland  
Subscribed and sworn to before me this 27 day of Aug, 2009.  
Notary Public: [Signature]  
My Commission expires: 7-11-2011

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** OWNER  
By: [Signature] Date: 11/16/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 003 FINAL  
 APPLICATION DATE: 08/25/2009  
 PERIOD TO: 08/25/2009  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	14,056	14,056	0	0	14,056	100.00 %	0	0
2	Utility Coordination & Explore	2,800	2,800	0	0	2,800	100.00 %	0	0
3	Silt Fence	1,680	202	0	0	202	12.00 %	1,478	0
4	Tree Protection Fence	896	806	0	0	806	90.00 %	90	0
5	Erosion Control Inlet Filter	336	0	0	0	0	0.00 %	336	0
6	Remove Concrete Sidewalk	2,285	2,766	0	0	2,766	121.04 %	-481	0
7	Remove Existing Storm Structures, Sewers & Appurtenances	840	840	0	0	840	100.00 %	0	0
8	Remove Bituminous Street Pavement	1,260	1,260	0	0	1,260	100.00 %	0	0
9	Remove Concrete Curb & Gutter	6,451	5,994	0	0	5,994	92.92 %	457	0
10	Mill Bituminous Butt Joint	1,344	1,416	0	0	1,416	105.33 %	-72	0
11	Remove & Reset Sign	672	448	224	0	672	100.00 %	0	0
12	Storm Sewer, CMP (12Ga.)(24")	1,613	1,613	0	0	1,613	100.00 %	0	0
13	Perforated Wrapped Underdrain (6")	6,160	5,891	0	0	5,891	95.64 %	269	0
14	RCP, c-76,CL V, Open-Cut (12")	10,080	8,064	0	0	8,064	80.00 %	2,016	0
15	4' Dia. Catch Basin	1,344	1,344	0	0	1,344	100.00 %	0	0
16	4' Dia. Storm Manhole	2,240	1,120	0	0	1,120	50.00 %	1,120	0
17	Machine Grading (modified)	3,920	3,920	0	0	3,920	100.00 %	0	0

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User Notes:

(1683046986)

18	Subgrade Undercutting 21AA	1,344	0	0	0	0.00 %	1,344	0
19	Relocate Existing Hydrant Assembly	7,280	7,280	0	0	100.00 %	0	0
20	21AA Limestone Aggregate Base ( 12", CIP)	5,880	5,746	0	0	97.71 %	134	0
21	Block Retaining Wall	23,520	24,864	0	0	105.71 %	-1,344	0
22	Concrete Curb & Gutter (MDOT-4)	8,400	8,618	0	0	102.60 %	-218	0
23	Concrete Sidewalk (4", CIP)	15,120	14,112	0	0	93.33 %	1,008	0
24	Adjust Structure Cover	560	560	0	0	100.00 %	0	0
25	HMA Leveling Course, MDOT 1500L	6,317	4,019	0	0	63.62 %	2,298	0
26	HMA Wearing Course, MDOT 1500T	4,928	5,628	0	0	114.20 %	-700	0
27	R3-8 Lane Use Control Sign	896	896	0	0	100.00 %	0	0
28	W3-3 New Signal Ahead Sign	896	896	0	0	100.00 %	0	0
29	D3-2 Advance Street Name Sign	896	896	0	0	100.00 %	0	0
30	Sidewalk Ends Ahead sign	224	224	0	0	100.00 %	0	0
31	Pavement Marking, Waterborne, Solid White (4")	269	0	123	0	45.83 %	146	0
32	Pavement Marking, Waterborne, Double Yellow (4")	605	0	614	0	101.48 %	-09	0
33	Pavement Marking, ThermoPlastic, Stop Bar (24")	1,445	0	1,144	0	79.17 %	301	0
34	Pavement Marking, ThermoPlastic, Crosswalk (6")	2,705	0	5,049	0	186.67 %	-2,344	0
35	Pavement Marking, Ovly Cold Plastic, Left Arrow Symbol	134	0	134	0	100.00 %	0	0
36	Pavement Marking, Ovly Cold Plastic, "Ovly" Legend	900	0	900	0	100.00 %	0	0
37	Pavement Marking, Olvy Cold Plastic, Right/Thru Symbol	224	0	224	0	100.00 %	0	0
38	Restoration	4,480	2,240	2,240	0	100.00 %	0	0
39	Turf Watering & Maint.	2,800	0	2,800	0	100.00 %	0	0
40	Traffic Maintenance	5,600	5,600	0	0	100.00 %	0	0

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User Notes:

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	Traffic Signal	0	0	0	0	0	0.00 %	0	0
41	Span Wire Box	1,483	1,483	0	0	1,483	100.00 %	0	0
42	TS, One Way Span Wire Mtd. (LED)	7,200	7,200	0	0	7,200	100.00 %	0	0
43	TS, One Way Span, Wire Mtd., Four Section (LED)	4,520	4,520	0	0	4,520	100.00 %	0	0
44	TS, Pedestrian, Two-Way Bracket, Arm Mtd. (LED) Countdown	6,580	6,580	0	0	6,580	100.00 %	0	0
45	Push button & Sign, Modified	3,616	3,616	0	0	3,616	100.00 %	0	0
46	Controller & Cabinet, Solid State Actuated, Modified	888	888	0	0	888	100.00 %	0	0
47	Controller & Cabinet, Solid State Actuated, Delivered, Modified	12,195	12,195	0	0	12,195	100.00 %	0	0
48	Autoscope Camera (Solo Pro)	1,480	1,480	0	0	1,480	100.00 %	0	0
49	Controller Fdn, Base Mount	1,222	1,222	0	0	1,222	100.00 %	0	0
50	Conduit, DB, 1, 1/4"	1,533	1,533	0	0	1,533	100.00 %	0	0
51	Conduit, DB, 1, 3"	251	251	0	0	251	100.00 %	0	0
52	Conduit, DB, 2, 3 "	491	491	0	0	491	100.00 %	0	0
53	Conduit, DB 3, 4 "	259	259	0	0	259	100.00 %	0	0
54	Hh, Round	2,502	2,502	0	0	2,502	100.00 %	0	0
55	Hh, Square	1,690	1,690	0	0	1,690	100.00 %	0	0
56	Wood Pole, Fit Up, TS Cable Pole	409	409	0	0	409	100.00 %	0	0
57	Wood Pole, Fit Up, TS & Sec. Cable Pole	409	409	0	0	409	100.00 %	0	0
58	Stain Pole, Steel, Anchor Base, 40', Modified	9,920	9,920	0	0	9,920	100.00 %	0	0
59	Stain Pole, Steel, Anchor Fdn.	6,000	6,000	0	0	6,000	100.00 %	0	0
60	Push button Support Post	1,632	1,428	0	0	1,428	87.50 %	204	0
61	Bracket Arm, 15'	1,484	1,484	0	0	1,484	100.00 %	0	0
62	Bracket Arm, 18'	1,654	1,654	0	0	1,654	100.00 %	0	0
63	Safety Switch	904	904	0	0	904	100.00 %	0	0
64	Cable, Sec., 600V, 1,2/c#4 w/#6 ground	408	408	0	0	408	100.00 %	0	0

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User Notes:

(1683046986)

65	Optical Priority Control System	5,934	5,934	0	0	5,934	100.00 %	0	0
66	RCOC Force Account Allowance	40,500	40,500	0	0	40,500	100.00 %	0	0
67	Audio-Video Route Survey	1,680	1,680	0	0	1,680	100.00 %	0	0
68	Electrical Service Lead Allowance	20,000	1,348	0	0	1,348	6.74 %	18,652	0
	Change Order #1	-370	0	0	0	0	0.00 %	-370	0
	Change Order #2	2,847	2,847	0	0	2,847	100.00 %	0	0
	Change Order #3	-24,315	0	0	0	0	0.00 %	-24,315	0
	<b>GRAND TOTAL</b>	<b>\$268,406</b>	<b>\$254,954</b>	<b>\$13,452</b>	<b>\$0</b>	<b>\$268,406</b>	<b>100.00 %</b>	<b>\$0</b>	<b>\$0</b>

## SWORN STATEMENT

STATE OF: Michigan )  
 )ss.  
 COUNTY: Oakland )

Doug Anglin II

Being duly sworn, deposes and says or affirms that

Anglin Civil Constructors, Ltd.

is the (contractor) (subcontractor) for an improvement to the following described real property situated in

Oakland

county,

MI

described as follows (insert legal description)

11 Mile Road and Meadowbrook Road

Contract # \_\_\_\_\_

That the following is a statement of each subcontractor and supplier and laborer (for which laborer the payment of wages and/or fringe benefits and withholdings may be due), with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under a contract for the benefit of an owner or lessee, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

\* (Some columns are not applicable to all persons listed)

Name of Subcontractor supplier, or laborer (list items over \$1000 only)	MC*	Type of improvement or material furnished	Total Contract Price	Amount previously paid	Amount currently owing	Balance to complete	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
Stoneco			3,628.41	3,628.41	-0-	-0-	-0-	-0-
Northern Concrete			3,550.63	3,550.63	-0-	-0-	-0-	-0-
Poco			9,937.84	9,937.84	-0-	-0-	-0-	-0-
Fendt Builders			7,997.91	7,997.91	-0-	-0-	-0-	-0-
Oakland County			40,500.00	40,500.00	-0-	-0-	-0-	-0-
Four Way Asphalt			8,758.00	8,758.00	-0-	-0-	-0-	-0-
Rauhorn Elect.			75,144.85	75,144.85	-0-	-0-	-0-	-0-
Goreski			17,090.00	17,090.00	-0-	-0-	-0-	-0-
P K Contracting			1,369.55	1,369.55	-0-	-0-	-0-	-0-
All items that are not specifically listed are under \$1000 and have been paid in full.								
TOTAL			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Contractor states that all supplies used, except those specifically provided for this project and listed above, have been taken from inventory and payments to these suppliers are current.

\*MC= Minority 1) Enter one of the following codes: 1=African American 2=Hispanic 3=Asian American 4= Native American 5=WBE

Code: 2) Also enter one of the following to describe how company determined its MBE/WBE status: A=Self-declared B=Certified by one of the affiliates of NMSDC C= Certified by public entity.

3) Example: 1A means company is a self-declared African American entity





JUL 17 2009 10:30AM

IONIA OFFICE

NO. 617 P. 2

# FULL UNCONDITIONAL WAIVER

SUBCONTRACTOR/SUPPLIER:

Stoneco

PROJECT:

11 mile Meadowbrook

I/we have a contract with Anglin Civil Constructors, Ltd. to provide:  
materials for the improvement to the property  
described as: 11 mile Meadowbrook

and hereby waive and release my claim in the amount of \$ Paid in Full

for labor/materials provided through the end of June 2009

This waiver together with all previous waivers, if any, does cover all amounts due to me/us for the contract improvements provided through the date shown above.

PRINT NAME / TITLE

Tammy ANSON / Credit Manager

SIGNATURE

Tammy Anson

DATE:

7-17-09

TELEPHONE:

734-589-2612

PLEASE SIGN AND RETURN VIA FAX

248-380-3462  
616-527-2093

OR MAIL TO:

Anglin Civil Constructors, Ltd.  
42750 Grand River Avenue  
Novi, Michigan 48375

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

**Northern Concrete Pipe, Inc.**  
BOX CULVERTS - SEWER PIPE AND ALLIED PRECAST PRODUCTS

401 Kelton Street  
Bay City, MI 48706

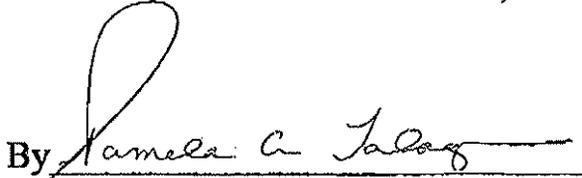
989-892-3545  
fax 989-892-4695

**FULL UNCONDITIONAL  
WAIVER OF LIEN**

FOR A VALUABLE CONSIDERATION, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive, release and relinquish any and all claims or right of lien which the undersigned now have upon the premises known and described as 11 Mile/Meadowbrook Rds Intersection/Novi for material, concrete and/or P.V.C. pipe for storm and/or sanitary sewer, furnished prior to this date in the construction or alteration upon said premises, to Jack Anglin Civil Constructors.

Signed, sealed and delivered this 20th day of July 2009.

NORTHERN CONCRETE PIPE, INC.

By   
\_\_\_\_\_  
Pamela A Talaga  
Assistant Controller

# FULL UNCONDITIONAL WAIVER

SUBCONTRACTOR/SUPPLIER:

PROJECT

Poco

11 Mile and Meadowbrook

I/we have a contract with Anglin Civil Constructors, Ltd. to provide:  
signage for the improvement to the property  
described as:

11 Mile and Meadowbrook

and hereby waive and release my claim in the amount of PAID IN FULL  
for labor/materials provided through the end of September 2009.

This waiver together with all previous waivers, if any, does cover all amounts due to  
me/us for the contract improvements provided through the date shown above.

PRINT NAME / TITLE

MURRAY G. POWERS JR

SIGNATURE

*Murray G. Powers Jr* V.P.

DATE:

10/13/09

TELEPHONE:

734-397-1677

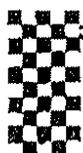
PLEASE SIGN AND RETURN VIA FAX

248-380-5462

OR MAIL TO:

Anglin Civil Constructors, Ltd.  
42750 Grand River Avenue  
Novi, Michigan 48375

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



SEP. 24. 2009 9:47AM

IONIA OFFICE, ONTIES

(248) 380-2NO. 112 P. 2 p. 1

11/18/2008 18:28 2484748110

FENDT

PAGE 01



www.fendproducts.com

BLOCK • PAVERS • WALL STONES  
Michigan, USA Owned  
Since 1924

### FULL UNCONDITIONAL WAIVER

My/our contract with Anglin Civil Constructors, 42750 Grand River, Novi, MI 48378

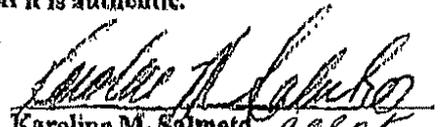
to provide Concrete product, material and supplies

for the improvement to the property described as:

11 Mile/Meadowbrook

Having been fully paid and satisfied, all my/our construction lien rights against such property 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, either in writing, by telephone, or personally, to verify that it is authentic.

  
Karoline M. Salmeto agent  
office manager  
FENDT BUILDER'S SUPPLY, INC.  
22005 Gill Road  
Farmington Hills, MI. 48335  
Tel: 248/474-3211

Signed on: November 17, 2008

22005 Gill Road, P.O. Box 418  
Farmington Hills, MI 48335-0418  
(248) 474-3211  
FAX (248) 474-8110

3285 West Liberty  
Ann Arbor, MI 48106-9798  
(734) 668-4277  
FAX (734) 668-6810

**CASH RECEIPT**

Issued By:  
Road Commission for Oakland County  
31001 Lahser Road  
Beverly Hills MI 48025

*(This is your receipt, please retain for your records)*

Receipt Date: **12/2/2008**

Receipt No.: **25722**

Total Amount: **\$40,500.00**

Bank Account: **Road**

Payor Name and Address:

**Traffic & Safety Department**  
N/A  
N/A

Customer Name and Address:

**Jack Anglin civil Constructors LTD**  
**42750 Grand River Ave.**  
**Novi, MI 48375**

Specific Receipt Information:  
T&S Cash Summary for 11/25/08

Ck# 12109  
WA# 08-091

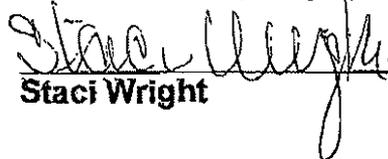
Printed On:

**12/2/2008**

Printed Copy Distributed To:

**Traffic & Safety Department**

Signed by:

  
**Staci Wright**

# FULL UNCONDITIONAL WAIVER

SUBCONTRACTOR/SUPPLIER:

Four Way Asphalt

PROJECT:

11 Mile and Meadowbrook

I/we have a contract with Anglin Civil Constructors, Ltd. to provide:  
for the improvement to the property  
described as: 11 Mile and Meadowbrook

and hereby waive and release my claim in the amount of \$ Paid in Full

for labor/materials provided through the end of August 26, 2009

This waiver together with all previous waivers, if any, does cover all amounts due to me/us for the contract improvements provided through the date shown above.

PRINT NAME / TITLE

DONALD W. LANG / PRESIDENT

SIGNATURE

Donald W. Lang

DATE:

8-27-09

TELEPHONE:

313-866-7930

PLEASE SIGN AND RETURN VIA FAX

~~248-380-3462~~  
616-527-2093

OR MAIL TO:

Anglin Civil Constructors, Ltd.  
42750 Grand River Avenue  
Novi, Michigan 48376

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

JACK ANGLIN CIVIL CONSTRUCTORS  
42750 GRAND RIVER AVENUE  
NOVI, MI 48375  
248 349 8500

SUBCONTRACTOR/SUPPLIER

PROJECT

Bauhorn Electric  
\_\_\_\_\_  
\_\_\_\_\_

11 mile / Meadowbrook

I/We have a contract with Jack Anglin Civil Constructors to provide  
traffic signal work  
for the improvement to the property described as 11 Mile & Meadowbrook SCATS  
and hereby waive and release my claim in the amount of \$ 7,945.95  
for labor/materials provided through the end of 4/8/09

This waiver together with all previous waivers, if any, (circle one) Does Does Not  
Cover all amounts due to me/us for the contract improvements provided through  
the date shown above.

Date September 28, 2009

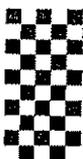
Print Name / Title Kathleen A. Calabro, Office Manager

Signature Kathleen A. Calabro

Telephone 586.992.0400

Please sign and return to: Anglin Civil Constructors  
Attn: Kristi Malik  
42750 Grand River Avenue  
Novi, MI 48375  
FAX: (248) 380-2886

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



FULL UNCONDITIONAL WAIVER

ANGLIN CIVIL CONSTRUCTORS, LTD  
42750 Grand River avenue  
Novi, MI 48375  
248-380-7860 phone  
248-380-2886 fax

Gvozetski Construction  
4850 S. Hill Road  
Milford, MI 48381  
248-685-1404

Project 11 mile / Meadowsbrook

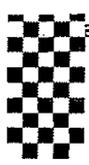
I/we have a contract with Anglin Civil Constructors, Ltd. To provide Labor + Material  
For the improvement to the property described as 11 Mile + Meadowsbrook  
And hereby waive and release my claim in the amount of \$17,090.00  
For labor and materials through the end of 11-30-2008  
This waiver together with all previous waivers, if any, does/does not (circle one) cover all  
amounts due to me/us for the contract improvements provided through the date shown  
above.

Print Name/Title Mary Ann Hamilton / Office Manager  
Signature Mary Ann Hamilton  
Date 2-23-2009  
Telephone 248-685-1404

Please sign and return to: Anglin Civil Constructors, Ltd  
42750 Grand River Avenue  
Novi, MI 48375  
Attn: Kristi Malik

Or Via Fax: 248-380-2886

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



FULL UNCONDITIONAL WAIVER

ANGLIN CIVIL CONSTRUCTORS, LTD

42750 Grand River avenue  
Novi, MI 48375  
248-380-7860 phone  
248-380-2886 fax

P.R. Contracting  
\_\_\_\_\_  
\_\_\_\_\_

Project 11 Mile + Meadowbrook

I/we have a contract with Anglin Civil Constructors, Ltd. To provide Pavement markings  
For the improvement to the property described as \_\_\_\_\_  
And hereby waive and release my claim in the amount of 1369.55  
For labor and materials through the end of 2-28-09  
This waiver together with all previous waivers, if any, does/does not (circle one) cover all  
amounts due to me/us for the contract improvements provided through the date shown  
above.

**Sandy Bitner, Agent**

Print Name/Title

Signature

Date

Telephone

\_\_\_\_\_  
Sandy Bitner  
\_\_\_\_\_  
3-24-09  
\_\_\_\_\_

Please sign and return to:

Anglin Civil Constructors, Ltd  
42750 Grand River Avenue  
Novi, MI 48375  
Attn: Kristi Malik

Or Via Fax:

248-380-2886

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**FULL UNCONDITIONAL WAIVER**

**ANGLIN CIVIL CONSTRUCTORS, LTD**

42750 Grand River Avenue  
Novi, MI 48375  
248-380-7860 phone  
248-380-2886 fax

Etowah  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project 11 mile / Meadowbrook

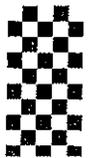
I/we have a contract with Anglin Civil Constructors, Ltd. To provide Drainage  
For the improvement to the property described as Meadowbrook - 11 mile  
And hereby waive and release my claim in the amount of 933,37  
For labor and materials through the end of 10-25-08  
This waiver together with all previous waivers, if any, does/does not (circle one) cover all  
amounts due to me/us for the contract improvements provided through the date shown  
above.

Print Name/Title Bruce Roberts, Credit Mgr  
Signature Bruce Roberts ©  
Date 12-1-08  
Telephone 616 514 5183

Please sign and return to: Anglin Civil Constructors, Ltd  
42750 Grand River Avenue  
Novi, MI 48375  
Attn: Kristi Malik

Or Via Fax: 248-380-2886  
616-527-2093

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



FULL UNCONDITIONAL WAIVER

ANGLIN CIVIL CONSTRUCTORS, LTD

42750 Grand River Avenue

Novi, MI 48375

248-380-7860 phone

248-380-2886 fax

EJ110

Project 11 mile / Meadowbrook

I/we have a contract with Anglin Civil Constructors, Ltd. To provide \_\_\_\_\_

For the improvement to the property described as \_\_\_\_\_

And hereby waive and release my claim in the amount of 425.18

For labor and materials through the end of \_\_\_\_\_

This waiver together with all previous waivers, if any, does / does not (circle one) cover all amounts due to me/us for the contract improvements provided through the date shown above.

Print Name/Title

East Jordan Iron Works Inc

Signature

Quinn Cook

Date

Assistant Project Manager

Telephone

12/19/08

Please sign and return to:

Anglin Civil Constructors, Ltd

42750 Grand River Avenue

Novi, MI 48375

Attn: Kristi Malik

Or Via Fax:

248-380-2886

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

FULL UNCONDITIONAL WAIVER

ANGLIN CIVIL CONSTRUCTORS, LTD

42750 Grand River avenue

Novi, MI 48375

248-380-7860 phone

248-380-2886 fax

Ashley Land Dev.

Project 11 mile / Meadowbrook

I/we have a contract with Anglin Civil Constructors, Ltd. To provide SAUD

For the improvement to the property described as \_\_\_\_\_

And hereby waive and release my claim in the amount of 731.44

For labor and materials through the end of 11-08-08

This waiver together with all previous waivers, if any, does/does not (circle one) cover all amounts due to me/us for the contract improvements provided through the date shown above.

Print Name/Title

DADA G. HAYES / PRESIDENT

Signature

[Handwritten Signature]

Date

DECEMBER 5, 2008

Telephone

248/684-1260

Please sign and return to:

Anglin Civil Constructors, Ltd

42750 Grand River Avenue

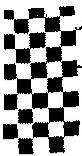
Novi, MI 48375

Attn: Kristi Malik

Or Via Fax:

248-380-2886

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



FULL UNCONDITIONAL WAIVER

ANGLIN CIVIL CONSTRUCTORS, LTD  
42750 Grand River avenue  
Novi, MI 48375  
248-380-7860 phone  
248-380-2886 fax

Jasman Asphalt  
\_\_\_\_\_  
\_\_\_\_\_

Project 11 Mile/Meadowbrook

I/we have a contract with Anglin Civil Constructors, Ltd. To provide \_\_\_\_\_  
For the improvement to the property described as \_\_\_\_\_  
And hereby waive and release my claim in the amount of \_\_\_\_\_  
For labor and materials through the end of \_\_\_\_\_  
This waiver together with all previous waivers, if any, does/does not (circle one) cover all  
amounts due to me/us for the contract improvements provided through the date shown  
above.

Print Name/Title RANDY JASMAN (OWNER)

Signature Sandy Jasman

Date 7-10-09

Telephone 517-490-1634

Please sign and return to: Anglin Civil Constructors, Ltd  
42750 Grand River Avenue  
Novi, MI 48375  
Attn: Kristi Malik

Or Via Fax: 248-380-2886

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**CONSENT TO FINAL PAYMENT  
BY WESTFIELD INSURANCE COMPANY**

WESTFIELD INSURANCE COMPANY BOND NO. 0059982

TO OBLIGEE: City of Novi

OBLIGEE'S PROJECT NO.: \_\_\_\_\_

DATE OF CONTRACT: September 8, 2008

**PROJECT:**

(Insert name, address and description of Project)

11 Mile Road and Meadowbrook Road Intersection Improvements  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

According to the provisions of the Contract between the Obligee and the Contractor as indicated above, Westfield Insurance Company, P. O. Box 5001, One Park Circle, Westfield Center, Ohio 44251-5001, as Surety on bond of contractor,  
(Insert name and address of Contractor)

Jack Anglin Civil Constructors, Ltd  
42750 Grand River Ave.  
Novi, MI 48375  
\_\_\_\_\_  
\_\_\_\_\_

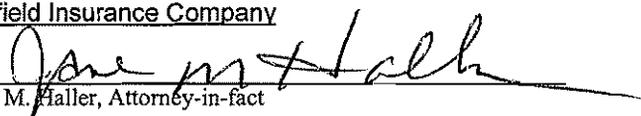
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Westfield Insurance Company of any of its obligations to the Obligee,  
(Insert name and address of Obligee)

City of Novi  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as stated in said Surety's bond.

Dated: September 8, 2009

Westfield Insurance Company

By: 

Jane M. Haller, Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Robert Moglia; Thomas Moglia; Donn Johnson; Ila Konja; Edmund M. George; Edward T. Fletcher; Karen Roselle; Jane M. Haller and/or Tina Resovsky

of Bloomfield Hills, Michigan its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of March, 2002.



THE CINCINNATI INSURANCE COMPANY

Handwritten signature of Danielle T. McCurdy, Senior Vice President.

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 1st day of March, 2002, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Handwritten signature of Mark J. Muller, Attorney at Law.

MARK J. MULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 5th day of September, 2009



Handwritten signature of Carl Baska, Secretary.

Secretary

**MAINTENANCE AND GUARANTEE BOND**

Jack Anglin Civil Constructors, LTD

KNOW ALL MEN BY THESE PRESENTS, that we ~~Jack Anglin Civil Constructors, LTD~~

hereinafter called the "Principal", and Westfield Insurance Company

38695 Seven Mile Road, Suite 110, Livonia, MI 48152

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

**CITY OF NOVI, MICHIGAN**

Hereinafter called the "OWNER," as Obligee, for the just and full sum of Two Hundred Sixty-eight Thousand Four Hundred Five and 67/100-----

Dollars (\$ 268,405.67)

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 8th day of September, 2008, for the construction of

**11 MILE ROAD AND MEADOWBROOK ROAD  
INTERSECTION IMPROVEMENTS**

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(s) of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

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



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

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

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

Signed and Sealed this 8th day of September, 20 09.

In the Presence of:

WITNESS

*[Handwritten signature]*

Roberto A. Parnello

*[Handwritten signature]*

*[Handwritten signature]*

0059982

Bond No.

Jack Anglin Civil Constructors, LTD

~~Anglin Civil Constructors, LTD~~

By: *[Handwritten signature]*  
Principal

Title  
Westfield Insurance Company

Surety  
By: *[Handwritten signature]*  
Title Jane M. Haller, Attorney-in-fact

38695 Seven Mile Road, Suite 110

Address of Surety  
Livonia, MI 48152

City Zip Code



General  
Power  
of Attorney

POWER NO. 2142412 07

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**DONN JOHNSON, JANE HALLER, TINA RESOVSKY, ILA KONJA, KAREN ROSELLE, JOINTLY OR SEVERALLY**

of **BLOOMFIELD HILLS** and State of **MI** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact.* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **17th** day of **APRIL** A.D., **2007**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this **17th** day of **APRIL** A.D., **2007**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*

**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this *8th* day of *September* A.D., *2009*



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**