

# CITY OF NOVI CITY COUNCIL NOVEMBER 22, 2021

SUBJECT: Consideration of approval of the final payment to Anglin Civil, LLC, for the ITC Trail – Phase 2 project (from 9 Mile Road at Garfield Road to 11 Mile Road) in the amount of \$134,404.50, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division Parks, Recreation & Cultural Services

EXPENDITURE REQUIRED	\$ 5,323.06 Expense				
	<u>\$ 129,081.45 Retainage</u>				
	\$ 134,404.50 Total				
AMOUNT BUDGETED	\$5,324				
APPROPRIATION REQUIRED	\$0				
LINE ITEM NUMBER	400-691.00-977.020				

#### **BACKGROUND INFORMATION:**

A north-south regional pathway in the western portion of the City of Novi, known as the ITC Corridor Regional Trail, was included in the adopted City of Novi Non-Motorized Master Plan 2011. This regional pathway will provide a connection between the ITC Community Sports Park and Maybury State Park to the south and the City of Wixom to the north. The master plan shows this non-motorized pathway following the corridor of property owned by the International Transmission Company (ITC).

Phase 2 of the ITC Corridor Regional Trail continues the pathway north from the intersection of 9 Mile and Garfield Roads to 11 Mile Road (just east of Wixom Road) which completes the ITC Corridor Regional Trail. Most of this phase is located within the ITC property.

The construction contract was awarded for this project at the July 23, 2018, City Council meeting to Anglin Civil, LLC, in the amount of \$2,258,147.05.

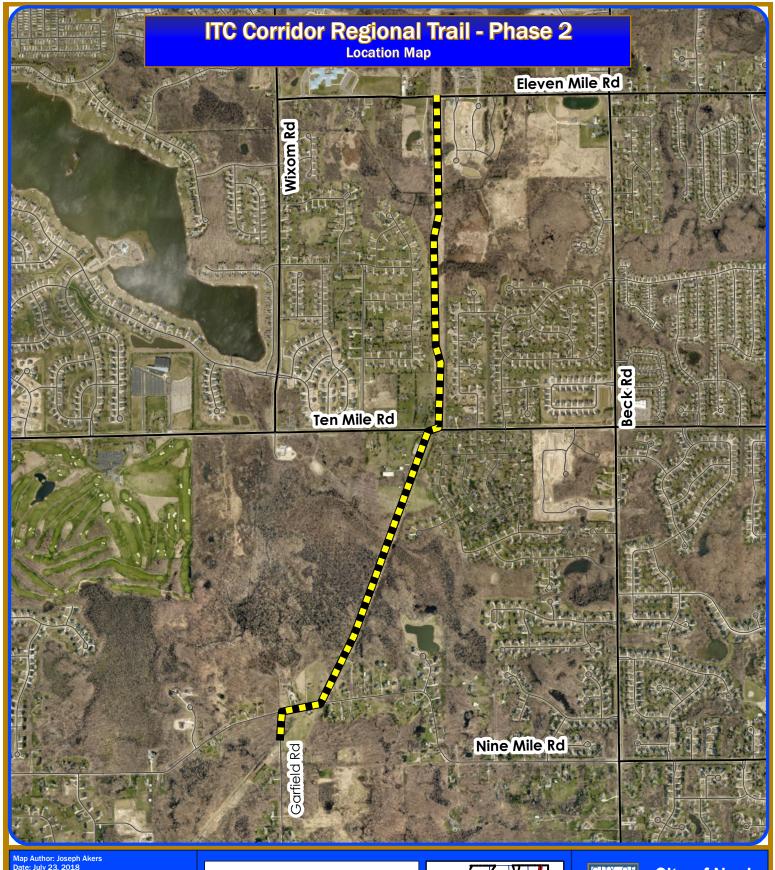
Engineering staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$134,404.50 that is due

the contractor (Final Pay Estimate No. 9). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, October 29, 2021).

There were seven (7) approved change orders issued for this project resulting in a net increase of \$328,805.03 to the construction contract, or 14.6% over the awarded amount. The approved change orders resulted in a final contract price of \$2,586,952.08. A breakdown of each of those change orders is provided in the table below:

Change Order	Amount	Description
1	\$8,357.40	Removal of a resident's garden and shed from ITC's
		easement and an increase of culverts and grading.
2	\$68,828.50	The addition of several drainage structures at 9 Mile
		and Garfield Road to account for changes in the
		Terra site plan.
3	\$430,877.00	Large increase in depth of helical piles for the south
		300 feet of the long boardwalk, which was approved
		at the August 12, 2019, Council meeting.
4	\$0.00	A zero dollar change order to add 10.5 crew days to
		Anglin's contract to pay AECOM for additional
		inspection.
5	-\$224,769.56	Preliminary final balancing of all contract items as
		well as fixing a transposed amount from an earlier
		change order.
6	\$40,188.63	Adding back into the contract the portion of path
		along the 9 Mile Road frontage due to changes from
		the Terra site.
7	\$5,323.06	Final balancing of all remaining contract items.
TOTAL	\$328,805.03	

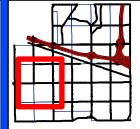
**RECOMMENDED ACTION:** Approval of the final payment to Anglin Civil, LLC, for the ITC Trail – Phase 2 project (from 9 Mile Road at Garfield Road to 11 Mile Road) in the amount of \$134,404.50, plus interest earned on retainage.



rridor Regional Trail - Phase 2

Amended By: Date:

Proposed Trail Construction



City of Novi

Engineering Division

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

1 inch = 1,521 feet





Project: ITC Corridor Regional Trail

Map Revisions: Date: Department:

#### MAP INTERPRETATION NOTICE

#### **Map Legend**

**XX** Trailhead

- Trail Complete
- Trail Under Construction
- Existing Parkland
- Conservation Easement



City of Novi
Integrated Solutions Team
leospatial Resources Division
45175 Ten Mile Rd
Novi, Mil 48375 cityofnovi.org

1 inch = 2,483 feet



ITC TRAIL - PHASE 2 (9 to 11 Mile Roads)



Close up of the 16-foot-wide boardwalk, just north of 9 Mile Road



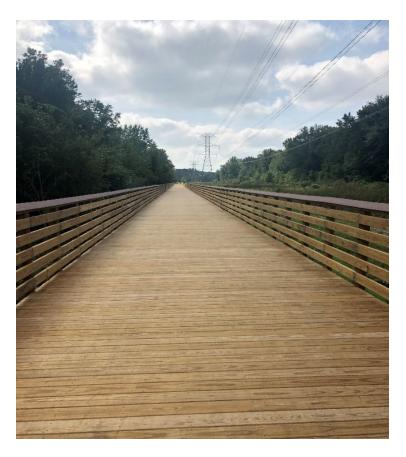
S-curve in the 16-foot-wide boardwalk between 9 and 10 Mile Roads



10-foot-wide asphalt pathway, just south of 11 Mile Road



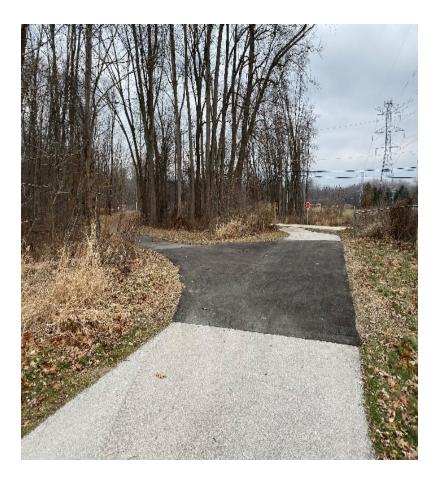
Installation of new wayfinding signage along the pathway (just south of 10 Mile Road)



Half-way point of the 1,400-foot long boardwalk, looking south towards 9 Mile Road



Installation of RRFB's (Rectangular Rapid Flashing Beacon) at the crossings of 10 and 11 Mile



Pathway spilt of the ITC Trail near the 9 Mile and Garfield Road intersection

#### ELIZABETH KUDLA SAARELA

esaarela@rsjalaw.com

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 www.rsjalaw.com



October 29, 2021

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

Re: ITC Trail - Phase 2
Anglin Civil, LLC
Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the ITC Trail – Phase 2 Project:

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

The closing documents appear to be in order. The Maintenance Bond has been increased to include the change order amount and is adequate for the final project cost. The Contractor will be required to sign its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

Elizabeth Kudla Saarela

**EKS** 

C: Cortney Hanson, Clerk
Jessica Dorey, Senior Budget Analyst
Ben Croy, City Engineer
Megan Mikus, Deputy Director of Public Works
Thomas R. Schultz, Esquire

Item

No.

0

11

12

13

14

15

16

17

18

19

22

23

#### CITY OF NOVI

Balance Due This Payment = \$ 134,404.50

CONTRACT ITEMS (Original)

700.00 \$

Cost/Unit

\$ 120,000.00

5,175.00

7,475.00

287.50

1,063.50

1.610.00

109.25

166.75

575.00

17.25

11.50

17.25

17.25

26.45

26.45

1.84

5.06

5.75

4.60

4.60

747.50 \$

132.25

1,035.00

287.50 \$

\$

\$

\$

\$

\$

\$

\$

\$

\$

Total Amt

105.000.00

120,000.00

5,175.00

7,475.00

8,337.50

11,698.50

4.830.00

8,521,50

10,005.00

8,625.00

1,150.00

1,334.00

3,726.00

39,105.75

15,870.00

39,675.00

98,118.00

18,400,00

57,506.90

11,500.00

4.600.00

4,600.00

747.50

757.80

802.09

2.00

264.50

552.00

PURCHASE ORDER NO. 95572

26300 Lee BeGole Dr.

Novi. Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

		APPLICAT	ION FOR FINAL PAYMENT		
PROJECT:	ITC TRAIL - PHASE 2	NOVI PROJECT NO.: CIP NO.:	18-5001 PRC040	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:	Anglin Civil, LLC 13000 Newburgh Road Livonia, Michigan 48150 (248) 397-4200
CONTRACT A	\$2,258.147.05	FINAL COMPLETION DATES		DATES OF ESTIMATE	(= 15) 551 1=55
ORIGINAL:	*********	ORIGINAL:	June 1, 2019	FROM:	July 1, 2021
REVISED:	\$ 2,586,952.08	REVISED: ACTUAL:		TO:	September 16, 2021

SECTION 1. ITC TRAIL - PHASE 2

Unit

CD

LS

LS

LS

EΑ

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EA

EΑ

EA

EΑ

EΑ

LF

LF

SY

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SY

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EΑ

Quantity

150.00

1.00

1.00

1.00

29.00

11.00 \$

3.00

78.00

60.00

30.00

2.00

32.00

116.00

216.00

2267.00

600.00

1500.00

94.80

10000.00

2.00

11365.00

2000.00

1000.00

1000.00

1.00

GL# 400-691.00-977.020

Description of Item

Constr. Inspection "Crew Day"

Mobilization (Max \$120,000)

Tree, Rem, 6-inch to 18-inch

Tree, Rem, 19-inch to 36-inch

Stump, Rem, 6-inch to 18-inch

Stump, Rem, 19-inch to 36-inch

Stump, Rem, 37-inch or Larger

Culv. Rem. Less than 24-inch

Subgrade Undercutting, Type II

Subgrade Undercutting, Special

Agg Base, 21AA Limestone, 6-inch

Geogrid, Multiaxial, TriAx, TX140

Geotextile, Mirafi RS580i

Geotextile, Stabilization

24 Dr Structure Cover, Type B

Curb and Gutter, Remove

Fence, Remove

Sidewalk, Remove

Excavation, Earth

Pathway Grading

Silt Fence

Inlet Filter

Tree, Rem, 37-inch or Larger

Maintaining Traffic

Construction Access

#### COST OF COMPLETED WORK TO DATE

CONTRACT ITEMS (Revised) THIS PERIOD TOTAL TO DATE Quantity Cost/Unit Total Amt Quantity Amount Quantity Amount 185.75 130,025.00 700.00 \$ 0.50 350.00 0% 185.75 \$ 130,025.00 100% \$ 120,000.00 \$ 120,000.00 1.00 120,000.00 100% 1.00 5,175.00 5,175.00 1.00 5,175.00 100% \$ 1.00 7,475.00 \$ 7,475.00 7,475.00 1.00 100% 17.00 287.50 \$ 4,887.50 17.00 4.887.50 100% 3.00 1.063.50 \$ 3.190.50 3.190.50 3.00 100% 0.00 \$ 1.610.00 \$ 0.00 34.00 109.25 \$ 3.714.50 34.00 \$ 3,714.50 100% 9.00 166.75 \$ 1,500.75 9.00 \$ 1,500.75 100% 2.00 287.50 \$ 575.00 2.00 \$ 575.00 100% 2.00 575.00 \$ 1,150.00 2.00 1,150.00 100% \$ 43.60 17.25 \$ 752.10 100% 43.60 \$ 752.10 51.00 11.50 \$ 586.50 51.00 \$ 586.50 100% 182.40 17.25 \$ 3,146.40 182.40 \$ 3,146,40 100% 2267.00 17.25 \$ 39.105.75 2267.00 \$ 39,105.75 100% 93.70 26.45 \$ 2,478.37 93.70 \$ 2,478.37 100% 735.80 26.45 \$ 19.461.91 735.80 \$ 19,461.91 100% 94.80 1,035.00 \$ 98,118.00 94.80 \$ 98.118.00 100% 1185.00 1.84 2,180.40 1185.00 \$ 2,180.40 100% 1.00 132.25 \$ 132.25 1.00 \$ 132.25 100% 9446.73 5.06 \$ 47,800.45 9446.73 \$ 47,800.45 100% 342.21 5.75 \$ 1.967.71 342.21 \$ 1.967.71 100%

757.80 \$

802.09 \$

2.00 \$

3,485.88

3,689.61

1,495.00

100%

100%

100%

4.60 \$

4.60 \$

3.485.88

3,689.61

1,495.00



#### **CITY OF NOVI**

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

#### **APPLICATION FOR FINAL PAYMENT**

PROJECT: ITC TRAIL - PHASE 2 NOVI PROJECT NO.: 18-5001 PAYMENT NO.: FINAL CIP NO.: PRC040

	SECTION 1.		COST OF COMPLETED WORK TO DATE																	
Item	ITC TRAIL - PHASE 2, Continue GL# 400-691.00-977.020	<u>ed</u>	(	CONTR	RACT ITEMS	(Original)		(	CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE					
No.	Description of Item	Unit	Quantity	C	Cost/Unit	Total A	ımt	Quantity		Cost/Unit		Total Amt	Quantity	,	Amount	%	Quantity		Amount	%
25	Dr Structure Cover, Type G	EA	1.00	\$	862.50	\$	862.50	3.00	\$	862.50	\$	2,587.50					3.00	\$	2,587.50	100%
26	Dr Structure Cover, Type Q	EA	1.00	\$	977.50	\$	977.50	0.00	\$	977.50							0.00			
27	Dr Structure, 48-inch Dia	EA	2.00	\$	5,175.00	\$ 10,	350.00	3.00	\$	5,175.00	\$	15,525.00					3.00	\$	15,525.00	100%
28	Dr Structure, Tap, 12-inch	EA	1.00	\$	1,150.00	\$ 1,	150.00	0.00	\$	1,150.00							0.00			
29	Dr Structure Cover, Adj, Case 2	EA	1.00	\$	1,150.00	\$ 1,	150.00	0.00	\$	1,150.00							0.00			
30	Culv End Section, 12-inch	EA	40.00	\$	57.50	\$ 2,	300.00	12.00	\$	57.50	\$	690.00					12.00	\$	690.00	100%
31	Culv, Cl E, 12-inch	LF	564.00	\$	43.70	\$ 24,	646.80	88.00	\$	43.70	\$	3,845.60					88.00	\$	3,845.60	100%
32	Sewer, CI E, 12-inch, Tr Det B	LF	50.00	\$	57.50	\$ 2,	875.00	136.00	\$	57.50	\$	7,820.00					136.00	\$	7,820.00	100%
33	HMA Surface, Remove	SY	115.00	\$	11.50	\$ 1,	322.50	0.00	\$	11.50							0.00			
34	HMA, 13A	TON	1604.00	\$	97.65	\$ 156,	630.60	1504.08	\$	97.65	\$	146,873.41	,				1504.08	\$	146,873.41	100%
35	HMA, 36A	TON	873.00	\$	110.25	\$ 96,	248.25	906.83	\$	110.25	\$	99,978.01					906.83	\$	99,978.01	100%
36	Structure, Timber, Boardwalk	SY	3503.00	\$	220.50	\$ 772,	411.50	3510.00	\$	220.50	\$	773,955.00					3510.00	\$	773,955.00	100%
37	Helical Pile	EA	829.00	\$	522.00	\$ 432,	738.00	720.00	\$	522.00	\$	375,840.00					720.00	\$	375,840.00	100%
38	Helical Pile, Add 5-foot over 20-feet	EA	10.00	\$	575.00	\$ 5,	750.00	835.00	\$	575.00	\$	480,125.00					835.00	\$	480,125.00	100%
39	Helical Pile Equip, Furnished	LS	1.00	\$	1,150.00	\$ 1,	150.00	1.00	\$	1,150.00	\$	1,150.00					1.00	\$	1,150.00	100%
40	Obstruction Removal, Unexpected	DLR	1.00	\$	2,000.00	\$ 2,	00.00	0.00	\$	2,000.00							0.00			
41	Concrete Headwall	EA	4.00	\$	9,213.75	\$ 36,	855.00	4.00	\$	9,213.75	\$	36,855.00					4.00	\$	36,855.00	100%
42	Swing Gate Loackable Bollard	EA	20.00	\$	1,150.00	\$ 23,	00.00	16.00	\$	1,150.00	\$	18,400.00					16.00	\$	18,400.00	100%
43	Detectable Warning Surface	LF	66.00	\$	63.25	\$ 4,	174.50	100.00	\$	63.25	\$	6,325.00					100.00	\$	6,325.00	100%
44	Sidewalk Ramp, Conc, 6-inch	SF	2746.00	\$	11.50	\$ 31,	579.00	2119.93	\$	11.50	\$	24,379.20					2119.93	\$	24,379.20	100%
45	Sidewalk, Conc, 4-inch	SF	1809.00	\$	11.50	\$ 20,	803.50	3149.25	\$	11.50	\$	36,216.38					3149.25	\$	36,216.38	100%
46	Curb Ramp Opening, Conc	LF	32.00	\$	86.25	\$ 2,	760.00	43.60	\$	86.25	\$	3,760.50					43.60	\$	3,760.50	100%
47	Fence, Chain Link, 42-inch	LF	86.00	\$	92.00	\$ 7,	912.00	16.00	\$	92.00	\$	1,472.00					16.00	\$	1,472.00	100%
48	Band, Sign	EA	60.00	\$	69.00	\$ 4,	140.00	32.00	\$	69.00	\$	2,208.00					32.00	\$	2,208.00	100%
49	Post, Steel, 3-Lb	VF	309.00	\$	9.20	\$ 2,	842.80	436.00	\$	9.20	\$	4,011.20	230.00	\$	2,116.00	53%	436.00	\$	4,011.20	100%
50	Sign, Type IIIA	SF	50.00	\$	32.20	\$ 1,	610.00	9.00	\$	32.20	\$	289.80					9.00	\$	289.80	100%
51	Sign, Type IIIB	SF	243.00	\$	21.85	\$ 5,	309.55	298.25	\$	21.85	\$	6,516.76	116.25	\$	2,540.06	39%	298.25	\$	6,516.76	100%
52	Sign, Type III, Erect, Salvage	EA	2.00	\$	57.50	\$	115.00	0.00	\$	57.50							0.00			
53	Sign, Type III, Remove	EA	4.00	\$	28.75	\$	115.00	0.00	\$	28.75							0.00			
54	Pedestal, Alum	EA	6.00	\$	920.00	\$ 5,	520.00	4.00	\$	920.00	\$	3,680.00					4.00	\$	3,680.00	100%
55	Pedestal, Foundation	EA	6.00	\$	1,092.50	\$ 6,	555.00	4.00	\$	1,092.50	\$	4,370.00					4.00	\$	4,370.00	100%
56	Pushbutton and Sign	EA	6.00	\$	632.50	\$ 3,	795.00	4.00	\$	632.50	\$	2,530.00	,				4.00	\$	2,530.00	100%
57	Flsh Bcn, Rct Rpd, Solar Power	EA	6.00	\$	6,371.00	\$ 38,	226.00	4.00	\$	6,371.00	\$	25,484.00	,			,	4.00	\$	25,484.00	100%
58	Pavt Mrkg, Ovly C-P, 6" Crosswalk	LF	84.00	\$	5.75	\$	483.00	0.00	\$	5.75			,			,	0.00			
59	Pavt Mrkg, Ovly C-P, 12" Crosswlk	LF	187.00	\$	5.75	\$ 1,	075.25	196.00	\$	5.75	\$	1,127.00	116.00	\$	667.00	59%	196.00	\$	1,127.00	100%
	TOTAL FROM THIS SHEET					\$ 1,709,	433.25				\$	2,086,014.35		\$	5,323.06			\$	2,086,014.35	
	TOTAL FROM OTHER SHEET					\$ 481,	817.15				\$	372,068.58		\$	-			\$	372,068.58	
	SUBTOTAL					\$ 2,191,	250.40				\$	2,458,082.93		\$	5,323.06			\$	2,458,082.93	100%



#### **CITY OF NOVI**

SUBTOTAL

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

<b>APPII</b>	CATION	FOR FINAL	DAVMENT

PROJECT: ITC TRAIL - PHASE 2 NOVI PROJECT NO.: 18-5001 PAYMENT NO.: FINAL

CIP NO.: PRC040

\$ 2,258,147.05

	SECTION 1.			COST OF COMPLETED WORK TO DATE											
Item	ITC TRAIL - PHASE 2, Continue GL# 400-691.00-977.020	<del></del>		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	1	%	
60	Surface Restoration	LS	1.00	\$ 54,050.00		1.00	\$ 54,050.00	\$ 54,050.00				1.00	\$ 54,050.00	100%	
61	Excavation, Foundation	CY	148.00	\$ 34.50		148.00	\$ 34.50	\$ 5,106.00				148.00	1	100%	
62	Backfill, Structure, CIP	CY	116.00	\$ 18.40		116.00	\$ 18.40	\$ 2,134.40				116.00	1	100%	
63	Pre-Construction Audio-Visual	LS	1.00	\$ 5,606.25	\$ 5,606.25	1.00	\$ 5,606.25	\$ 5,606.25				1.00	\$ 5,606.25	100%	
	TOTAL FROM THIS SHEET		•		\$ 66,896.65	•	•	\$ 66,896.65	•	\$ -	•		\$ 66,896.65	·	
	TOTAL FROM OTHER SHEETS				\$ 2,191,250.40			\$ 2,458,082.93		\$ 5,323.06			\$ 2,458,082.93		

\$ 2,524,979.58

5,323.06

2,524,979.58 100%

# NOVI

#### **CITY OF NOVI**

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

**APPLICATION FOR FINAL PAYMENT** 

PROJECT: ITC TRAIL - PHASE 2 NOVI PROJECT NO.: 18-5001 PAYMENT NO.: FINAL

CIP NO.: PRC040

#### **NEW CONTRACT ITEMS**

	SECTION 1. COST OF COMPLETED WORK TO DATE														
Item						NEW CONTRACT ITEMS THIS PERIOD						TOTAL TO DATE			
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit		Total Amt	Quantity	Amount	%	Quantity	Amount	%	
64	Garden and Shed, Rem	LS	0	GL# 400-691.00-977.020	1.00	\$ 5,232.5	\$	5,232.50				1.00	\$ 5,232.50	100%	
65	Culv End Section, 18-inch	EA	0	GL# 400-691.00-977.020	2.00	\$ 350.0	\$	700.00				2.00	\$ 700.00	100%	
66	Culv, Cl E, 18-inch, Tr Det B	LF	0	GL# 400-691.00-977.020	16.00	\$ 45.0	\$	720.00				16.00	\$ 720.00	100%	
67	Boardwalk Modifications	LS	0	GL# 400-691.00-977.020	1.00	\$ 1,500.0	\$	1,500.00				1.00	\$ 1,500.00	100%	
68	Dr Structure, 60-inch dia	EA	0	GL# 400-691.00-977.020	1.00	\$ 6,500.0	\$	6,500.00				1.00	\$ 6,500.00	100%	
69	Dr Structure, 72-inch dia	EA	0	GL# 400-691.00-977.020	1.00	\$ 9,500.0	\$	9,500.00				1.00	\$ 9,500.00	100%	
70	Dr Structure, 84-inch dia	EA	0	GL# 400-691.00-977.020	1.00	\$ 10,500.0	\$	10,500.00				1.00	\$ 10,500.00	100%	
71	Sewer, CL E, 18-inch, Tr Det B	LF	0	GL# 400-691.00-977.020	8.00	\$ 65.0	\$	520.00				8.00	\$ 520.00	100%	
72	Sewer, CL E, 36-inch, Tr Det B	LF	0	GL# 400-691.00-977.020	170.00	\$ 70.0	\$	11,900.00				170.00	\$ 11,900.00	100%	
73	Culv, End Sect, 36-inch	EA	0	GL# 400-691.00-977.020	1.00	\$ 1,100.0	\$	1,100.00				1.00	\$ 1,100.00	100%	
74	Masonry and Conc Structure, Rem	CY	0	GL# 400-691.00-977.020	3.00	\$ 500.0	\$	1,500.00				3.00	\$ 1,500.00	100%	
75	Culv, Rem, 24-inch to 48-inch	EA	0	GL# 400-691.00-977.020	1.00	\$ 1,500.0	\$	1,500.00				1.00	\$ 1,500.00	100%	
76	Rip Rap, Heavy	SY	0	GL# 400-691.00-977.020	30.00	\$ 100.0	\$	3,000.00				30.00	\$ 3,000.00	100%	
77	Boardwalk Carriage Bolts	LS	0	GL# 400-691.00-977.020	1.00	\$ 7,800.0	\$	7,800.00				1.00	\$ 7,800.00	100%	
78	City Purchase of Flashing Beacon Equip	LS	0	GL# 400-691.00-977.020	0.00	\$ 7,668.0	\$	-				0.00	\$ -	ı	
79			0	0	0.00	\$ -	\$	-				0.00	\$ -	ı	
80			0	0	0.00	\$ -	\$	-				0.00	\$ -	ı	
81			0	0	0.00	\$ -	\$	-				0.00	\$ -		
82			0	0	0.00	\$ -	\$	-				0.00	\$ -		
83			0	0	0.00	\$ -	\$	-				0.00	\$ -		
84			0	0	0.00	\$ -	\$	-				0.00	\$ -		
85			0	0	0.00	\$ -	\$	-				0.00	\$ -		
86			0	0	0.00	\$ -	\$	-				0.00	\$ -	ı	
87			0	0	0.00	\$ -	\$	-				0.00	\$ -		
88			0	0	0.00	\$ -	\$					0.00	\$ -	<u> </u>	
89			0	0	0.00	\$ -	\$	-				0.00	\$ -	<u> </u>	
90			0	0	0.00	\$ -	\$	-				0.00	\$ -	<u> </u>	
91			0	0	0.00	\$ -	\$	-				0.00	\$ -		
	TOTAL FROM THIS SHEET						\$	61,972.50		\$ -			\$ 61,972.50	<u> </u>	

 TOTAL FROM THIS SHEET
 \$ 61,972.50
 \$ \$ 61,972.50

 TOTAL FROM OTHER SHEETS
 \$ 2,258,147.05
 \$ 2,524,979.58
 \$ 5,323.06
 \$ 2,524,979.58

 GRAND TOTAL
 \$ 2,258,147.05
 \$ 2,586,952.08
 \$ 5,323.06
 \$ 2,586,952.08
 100%



10 \$

**BALANCE DUE THIS PAYMENT:** 

#### **CITY OF NOVI**

PURCHASE ORDER NO. 95572 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: ITC TRAIL - PHASE 2 **NOVI PROJECT NO.:** 18-5001 PAYMENT NO.: FINAL CIP NO.: PRC040 **Original Contract Amount:** \$ 2,258,147.05 **CHANGE ORDERS Change Orders:** \$ 328,805.03 No. Date <u>Amount</u> \$ 8.357.40 November 9, 2018 **Adjusted Contract Amount to Date:** \$ 2,586,952.08 March 21, 2018 \$ 68,828.50 May 22, 2019 430,877.00 **Total Cost of Work Performed to Date:** \$ 2,586,952.08 October 22, 2019 \$ \$ (224,769.56) November 21, 2019 MINUS Retainage: 0% \$ 40,188.63 6 April 7, 2021 \$ MINUS Inspection "Crew Days": To Date 185.75 \$ 5,323.06 September 16, 2021 This Pay 0.50 Net Amt. Earned of Contract and Extra Work to Date: 2,586,952.08 9 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = \$1,500 Subtotal: \$ 2,586,952.08 ADD Incentive "Crew Days", if under: TOTAL: \$ \$ 328,805.03 Subtotal: \$ 2,586,952.08 **MINUS Amount of Previous Payments:** \$ 2.452.547.58 1 \$ 134,850.11 96,866.29 2 \$ 171,922.06 150.00 3 \$ Inspection "Crew Days" Allowed per Contract: 4 \$ 808,665.31 Additional "Crew Days" per Change Orders: 35.75 5 \$ 170,240.51 185.75 Total Inspection "Crew Days" Allowed: 6 \$ 720,895.64 Inspection "Crew Days" Used to Date: 185.75 290,821.33 7 \$ Inspection "Crew Days" Remaining: 0.00 8 \$ 58,286.34 9 \$

134,404.50



#### **CITY OF NOVI**

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

ection 3.	
	_

**APPLICATION FOR FINAL PAYMENT** PROJECT: NOVI PROJECT NO.: 18-5001 PAYMENT NO.: ITC TRAIL - PHASE 2 FINAL CIP NO.: PRC040 The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from Payment of the above AMOUNT DUE THIS APPLICATION OWNER on amount of Work done under the Contract referred to above have been applied to discharge is recommended. 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 CITY OF NOVI listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); 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. Aaron J. Staup, Construction Engineer Electronic Signature Certification Anglin Civil, LLC CONTRACTOR - Electronic Signature Certification **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.

CONSENT OF SURETY TO FINAL PAYMENT AIA Document G707 (Instructions on reverse side)	Bond No. RCB0017605		OWNER ARCHITECT CONTRACTOR SURETY OTHER	
TO OWNER:	ARCH	IITECT'S PROJECT N	VO.:	-
City of Novi 26300 Lee BeGole Drive Novi, MI 48375	CON	FRACT FOR:		
PROJECT: (Name and address) ITC Trail - Phase 2	CON	FRACT DATED:		
In accordance with the provisions of the Co	ontract between the Owner and th	e Contractor as indicate	ed above, the	
RLI Insurance Company 9025 N. Lindergh Drive Peoria, II 61615				
				, SURETY,
on bond of (Insert name and address of Contractor) Anglin Civil, LLC 13000 Newburgh Road Livonia, MI 48150				
			, CON	TRACTOR,
hereby approves of the final payment to the any of its obligations to (Insert name and address of Owner)  City of Novi 26300 Lee BeGole Drive	e Contractor, and agrees that fina	l payment to the Contr	actor shall not relieve th	e Surety of
Novi, MI 48375				
as set forth in said Surety's bond.				, OWNER,
IN WITNESS WHEREOF, the Surety has here (Insert in writing the month followed by the numeric de	eunto set its hand on this date: §	September 17, 202	1	7.
Do Or	(Surety)	Insurance Compan	Dulyon	

Tammy R. Pittman, Attorney-in-Fact

(Printed name and title)

## **POWER OF ATTORNEY**

#### RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

together, the "Company") do hereby make, constitute and appoint:	surance Company, each an Illinois corporation, (separately and
Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael G. Zervos, S	Stephen M. Zervos, Tammy R. Pittman, jointly or severally
in the City of Southfield, State of Michigan full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed (\$25,000,000.00) for any single obligation.	and deliver for and on its behalf as Surety, in general, any and all
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar	
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary, Attorneys in Fact or Agents who shall have authority to issue bonds, policies is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by face	urer, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate, Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective Vice President June, 2021.	
State of Illinois	By: Vice President  Vice President
County of Peoria SS	CERTIFICATE
On this <u>21st</u> day of <u>June</u> , <u>2021</u> , before me, a Notary Public, personally appeared <u>Barton W. Davis</u> , who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance
Λ Λ	Company this 17th day of September, 2021.
By: Catherine D. Glover Notary Public	Company this 17th day of September, 2021.  RLI Insurance Company Contractors Bonding and Insurance Company



P.O. Box 3967 Peoria, IL 61612-3967 Phone: 309-692-1000 Fax: 309-683-1610

# **RIDER**

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NORCB0017605
It is hereby mutually agreed and understood by the Principal,  Anglin Civil, LLC
and RLI Insurance Company and/or Contractors Bonding and Insurance Company that the  Maintenane Bond is increased
(Identify item(s) to be changed) on this bond/policy has/have been changed to the following:
Maintenance Bond has been increased by \$328,805.03 for a new amount of \$2,586,952.03
Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.
This Rider becomes effective on September 17th, 2021, at twelve and one minute o'clock a.m., Standard Time.
Signed this17thday ofSeptember,2021

**RLI Insurance Company and/or** 

Contractors Bonding and Insurance Company

Attorney in Fact

## **POWER OF ATTORNEY**

#### RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insutogether, the "Company") do hereby make, constitute and appoint:  Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael G. Zervos, St	
in the City of Southfield, State of Michigan full power and authority hereby conferred, to sign, execute, acknowledge a bonds and undertakings in an amount not to exceed S25,000,000.00 for any single obligation.	and deliver for and on its behalf as Surety, in general, any and all
The acknowledgment and execution of such bond by the said Attorney in Face executed and acknowledged by the regularly elected officers of the Company RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of I	y.  e Company, as applicable, have each further certified that the
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasu of Directors may authorize. The President, any Vice President, Secretary attorneys in Fact or Agents who shall have authority to issue bonds, policies al is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by face	ns of the corporation shall be executed in the corporate name of rer, or any Vice President, or by such other officers as the Board etary, any Assistant Secretary, or the Treasurer may appoint cies or undertakings in the name of the Company. The corporate Powers of Attorney or other obligations of the corporation. The simile."
IN WITNESS WHEREOF, the RLI Insurance Company and/or Control caused these presents to be executed by its respective Vice President SEAL SEAL SEAL	RLI Insurance Company Contractors Bonding and Insurance Company, as applicable, have a sent of the sen
On this	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 17th day of September , 2021.  RLI Insurance Company Contractors Bonding and Insurance Company
CATHERINE D. GLOVER .) OFFICIAL SEAL PUBLIC F Notary Public - State of Illinois  My Commission Expires March 24, 2024	By: Jeffrey Xick Corporate Secretary



to the plans and specifications.

#### **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

STATE OF MICHIGAN

COUNTY OF Oakland

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

Controller of the Anglin Civil
(Firm Name)

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

ITC Trail: Phase 2
(Description of Improvement)

located at: From 9 Mile Rd to 11 Mile Rd, West of Beck Rd, East of Napier

The total amount of the contract is \$2,586,952.08 of which I have received payment of \$2,452,547.58 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 requect to said

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.

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

## 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	Accumalative Retainage to Date	Balance Due
Rauhorn Elec	Site Elec	\$38,435.00	\$38,435.00	\$0.00	\$0.00	\$0.00
Timmer Cons.	Boardwalk Abutments	\$35,100.00	\$35,100.00	\$0.00	\$0.00	\$0.00
AP Pro Painting	Pavement Markings	\$1,520.00	\$1,520.00	\$0.00	\$0.00	\$0.00
Construction Video Media	Pre-Construction Video	\$4,875.00	\$4,875.00	\$0.00	\$0.00	\$0.00
Justice Fence	Fencing	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00
Poco, Inc.	Traffic Signage	\$5,911.05	\$5,911.05	\$0.00	\$0.00	\$0.00
GM & Sons	Concrete	\$45,190.00	\$45,190.00	\$0.00	\$0.00	\$0.00
TOTALS		\$132,131.05	\$132,131.05	\$0.00		\$0.00

#### RECAPITULATION

Amount of Original Contract: \$2,258,147.05	Work Completed to Date: _	\$2,586,952.08
Plus: Extras to Contract: \$553,574.59	Less: Total Retainage: _	\$129,347.60
Total: Contract plus Extras: \$2,811,694.66	Less: Amount Previously Paid: _	\$2,452,547.58
Less: Credits to Contract: \$224,769.56	Less: Amount of this Request:	\$5,056.90
Total: Adjusted Contract: \$2,586,952.08	Total Balance Due:	\$0.00

	Signed this 20 day of	Octob	nber	, 20 <u>21</u>	_
Name:	Angl	in Civil, I	LLC		
	(individual	/corporation/pa	rtnership)		
By:	Mich Jeseps (Title)	Attest: _		(Title)	
		13th			
Subs	cribed and sworn to before me this	*	day of	October	, 20 <u>21</u>
No	otary Public:	eller			

#### NOTARY SEAL





Anglin Civil L.L.C.

My/our contract with	Anglin Civil L.L.C.	to provide
, <u>——</u>	(Prime Contracting Party)	1
Electrical (Type of service	for the improve	ment of the property
described as	ITC Trails RRFBs	
described as	(Project Name)	
	satisfied, by signing this waiver, all erty are hereby waived and released.	my/our construction
owner or lessee of the prop Notice of Furnishing from m the owner, lessee, or design us, the owner, lessee, or des	ided to property that is a residential perty or the owner's or lessee's desine/one or us or if I/we are not required nee has not received this waiver directly upon it without ophone, or personally, to verify that it is	ignee has received a d to provide one, and ectly from me/one of contacting me/one of
Signed on: 04/08/20	Laura Ferraro	aura Ferraro 59:30 -04'00'
Signed on:	(Signature of Lien Cl	laimant)
	Laura Ferraro	
	(Printed Name of Lien	Claimant)
	Controller	
	(Title of Lien Cla	imant)
Company Name: Rauhorn	Electric, Inc.	
Address: 14140 33 Mile R	d, Bruce Township, MI 48065	
Telephone: <u>586-992-0400</u>		



My/our contract with ANGLIN CIVIL LLC to provide (Prime Contracting Party)
The content of the property (Type of service)
described as TTC TRAIL Phase 2 (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: 9/22/21 Multiple Signature of Lien Claimant)
(Printed Name of Lien Claimant)
(Title of Lien Claimant)
Company Name: POCO SALES INC  Address: 4850 S SHELDON CANTON M148188
Talenhane: 734/397 1677



^
My/our contract with A.P. Ro Painting to provide (Prime Contracting Party) to provide
for the improvement of the property  (Type of service)
described as ITC Thail Phase 2 (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: 5   5   20 (Signature of Lien Claimant)
(Printed Name of Lien Claimant)
(Title of Lien Claimant)
Company Name: A.P. Po Painting  Address: 278 Wixom
Telephone: $249-935-2364$



My/our contract	t withAnglin Civ	/II, LLC	to provide
ivijiour commuc.		(Prime Contracting Party)	-
concrete cons	struction (Type of service)	for the i	mprovement of the property
described as	ITC Trail	(Project Name)	
having been ful lien rights again	lly paid and satisfied, ast such property are h	, by signing this wa hereby waived and re	iver, all my/our construction eleased.
owner or lessee Notice of Furnis the owner, lesse us the owner. I	e of the property or a shing from me/one or see, or designee has national lessee, or designee material iting, by telephone, or	the owner's or lesser us or if I/we are not not received this war ay not rely upon it was personally, to verify (Signatur Karl Schweitzer	re of Lien Claimant)
		General Manage	
		(1itte	e of Lien Claimant)
	e: GM & Sons Inc		
Address: 678	34 Whitmore Lake Ro	ad, Whitmore Lake,	MI 48189
Telephone:	734-929-1259		



My/our contract with Anglin Ci	ivil to provide
	(Prime Contracting Party)
above ground video documentation (Type of service)	for the improvement of the property
described asITC Trail, Phase	2
	(Project Name)
having been fully paid and satisfilien rights against such property an	ted, by signing this waiver, all my/our construction re hereby waived and released.
owner or lessee of the property of Notice of Furnishing from me/one the owner, lessee, or designee has us, the owner, lessee, or designee us, either in writing, by telephone.	o property that is a residential structure and if the or the owner's or lessee's designee has received at or us or if I/we are not required to provide one, and as not received this waiver directly from me/one of may not rely upon it without contacting me/one of or personally, to verify that it is authentic.
Signed on: April 8, 2020	Dwight C. Spangler (Signature of Lien Claimant)
	(Signature of Lieff Chammant)
	Dwight C. Spengler
	(Printed Name of Lien Claimant)
	President
	(Title of Lien Claimant)
Company Name: Constructi	ion Video Media, Inc.
Address:111 E Newberry S	St, Romeo, MI 48065
Telephone: 586-752-2580	



# Anglin Civil LLC My/our contract with (Prime Contracting Party) to provide for the improvement of the property described as ITC Trail - Place 2 (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: $\frac{4/8/2020}{}$ (Printed Name of Lien Claimant) Company Name: Justice Fence

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

Address: 1276 E Columbia Ave, Bottle Creek Mr. 49014

Telephone: 269-964-1596



My/our contract with Anglin Civil, LLC	to provide
•	(Prime Contracting Party)
Labor and Materials (Type of service)	for the improvement of the property
described as ITC Trail Phase 2, City of	of Novi (Project Name)
having been fully paid and satisfied, lien rights against such property are h	by signing this waiver, all my/our construction ereby waived and released.
owner or lessee of the property or to Notice of Furnishing from me/one or the owner, lessee, or designee has no us, the owner, lessee, or designee ma	roperty that is a residential structure and if the he owner's or lessee's designee has received a us or if I/we are not required to provide one, and ot received this waiver directly from me/one of any not rely upon it without contacting me/one of personally, to verify that it is authentic.
Signed on:	Nannette Edgil  Digilaty signed by Nanrotte Edgi c-US United States I-US United States I-
	Nannette Edgil (Printed Name of Lien Claimant)
	Bookkeeper  (Title of Lien Claimant)
	(11tie of Lien Claimant)
Company Name:Timmer Construction	on Company
Address: 30670 W. 8 Mile Ro	oad, Farmington Hills, ML 48336
Telephone: 248-478-9400	