



# CITY of NOVI CITY COUNCIL

**Agenda Item I  
August 13, 2018**

**SUBJECT:** Approval of the final payment to Anglin Civil, LLC, for the Bishop Creek and Ingersol Creek Streambank Stabilization project in the amount of \$42,323.69, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:** 

|                               |  |
|-------------------------------|--|
| <b>EXPENDITURE REQUIRED</b>   | <b>\$ 42,323.69</b>                            |
| <b>AMOUNT BUDGETED</b>        | <b>\$ 250,926 (FY 2017-18 Budget Rollover)</b> |
| <b>APPROPRIATION REQUIRED</b> | <b>N/A</b>                                     |
| <b>LINE ITEM NUMBER</b>       | <b>210-211.00-865.130</b>                      |

## **BACKGROUND INFORMATION:**

The Bishop Creek and Ingersol Creek streambank project involved the restoration and stabilization along Bishop Creek, south of Ten Mile Road and Ingersol Creek, west of East LeBost Drive, where the most streambank erosion has occurred. The 2013 Stormwater Master Plan identified these areas as priority maintenance. This project also required the acquisition of numerous easements from adjacent property owners to complete the work behind the houses along the creek.

The construction contract was awarded for this project at the August 28, 2017 City Council meeting to Anglin Civil, LLC, in the amount of \$756,878.25.

Engineering staff worked with the consultant for this project, Spalding DeDecker (SDA) to review and verify the final contract payment amount of \$42,323.69 that is due the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, July 23, 2018).

There were two (2) approved change orders issued for this project resulting in a net decrease of \$32,004.50 to the construction contract, or 4.2% under the awarded amount. The approved change orders resulted in a final contract price of \$724,873.75.

**RECOMMENDED ACTION:** Approval of the final payment to Anglin Civil, LLC, for the Bishop Creek and Ingersol Creek Streambank Stabilization project in the amount of \$42,323.69, plus interest earned on retainage.

# Bishop Creek/Ingersol Creek Streambank Stabilization

## Location Map



Map Author: Gray  
 Date: 4/30/15  
 Project: Bishop/Ingersol Streambank  
 Version #: v1.0



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

### Map Legend

- Study Area (Streambank Stabilization)
- Waterways



1 inch = 500 feet

**MAP INTERPRETATION NOTICE**  
 Map information presented 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 precise available sources available to 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 1976 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



ELIZABETH KUDLA SAARELA  
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27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
www.jrsjlaw.com



July 23, 2018

Aaron Staup, Construction Engineer  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Bishop-Ingersol Streambank Stabilization - Closing Documents  
Anglin Civil, LLC**

Dear Mr. Staup:

We have received and reviewed closing documents for the Bishop-Ingersol Streambank Stabilization Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. A Rider decreasing the Maintenance Bond to the final project cost has been provided. The General Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final payment.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

EKS

C: Cortney Hanson, Clerk (w/Enclosure)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosure)  
George Melistas, Engineering Senior Manager (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)



# CITY OF NOVI

Balance Due This Payment = \$ 42,323.69

PURCHASE ORDER NO.

95287

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

## APPLICATION FOR FINAL PAYMENT

|  |  |  |
|--|--|--|
| <b>PROJECT:</b> Bishop-Ingersol Stream Stabilization                         | <b>NOVI PROJECT NO.:</b> 17-3401   | <b>PAYMENT NO.:</b> FINAL  |
| <b>OWNER:</b> City of Novi<br>45175 W. Ten Mile Road<br>Novi, Michigan 48375 | <b>ENGINEER:</b> Spalding DeDecker & Associates<br>905 South Boulevard East<br>Rochester, Michigan 48037<br>(248) 844-5400 | <b>CONTRACTOR:</b> Anglin Civil, LLC<br>13000 Newburgh Road<br>Livonia, Michigan 48150<br>(248) 397-4200 |
| <b>CONTRACT AMOUNT</b>   | <b>FINAL COMPLETION DATES</b>  | <b>DATES OF ESTIMATE</b>   |
| <b>ORIGINAL:</b> \$756,878.25  | <b>ORIGINAL:</b> November 9, 2017  | <b>FROM:</b> June 7, 2018  |
| <b>REVISED:</b> \$724,873.75   | <b>REVISED:</b>  | <b>TO:</b> July 11, 2018   |
| <b>ACTUAL:</b>   |  |  |

SECTION 1.

COST OF COMPLETED WORK TO DATE

| Item No. | Bishop-Ingersol Streambank Stabilization<br>GL# 210-211.00-865.130<br>Description of Item | Unit | CONTRACT ITEMS (Original) |              |               | CONTRACT ITEMS (Revised) |              |               | THIS PERIOD |        |   | TOTAL TO DATE |               |      |
|----------|---|------|---------------------------|--------------|---------------|--------------------------|--------------|---------------|-------------|--------|---|---------------|---------------|------|
|          |   |      | Quantity                  | Cost/Unit    | Total Amt     | Quantity                 | Cost/Unit    | Total Amt     | Quantity    | Amount | % | Quantity      | Amount        | %    |
| 0        | Constr. Inspection "Crew Day"   | CD   | 30.00                     | \$ 640.00    | \$ 19,200.00  | 31.00                    | \$ 640.00    | \$ 19,840.00  |             |        |   | 21.50         | \$ 13,760.00  | 69%  |
| 1        | Bonds, Insurance and Mobilization   | LS   | 1.00                      | \$ 34,500.00 | \$ 34,500.00  | 1.00                     | \$ 34,500.00 | \$ 34,500.00  |             |        |   | 1.00          | \$ 34,500.00  | 100% |
| 2        | Pre-Construction Audio/Visual   | LS   | 1.00                      | \$ 5,750.00  | \$ 5,750.00   | 1.00                     | \$ 5,750.00  | \$ 5,750.00   |             |        |   | 1.00          | \$ 5,750.00   | 100% |
| 3        | Soil Erosion and Sedimentation Control  | LS   | 1.00                      | \$ 14,375.00 | \$ 14,375.00  | 1.00                     | \$ 14,375.00 | \$ 14,375.00  |             |        |   | 1.00          | \$ 14,375.00  | 100% |
| 4        | Construction Protection Fencing   | LF   | 800.00                    | \$ 5.75      | \$ 4,600.00   | 585.00                   | \$ 5.75      | \$ 3,363.75   |             |        |   | 585.00        | \$ 3,363.75   | 100% |
| 5        | Tree Remove (8-inch to 18-inch)   | EA   | 37.00                     | \$ 402.50    | \$ 14,892.50  | 18.00                    | \$ 402.50    | \$ 7,245.00   |             |        |   | 18.00         | \$ 7,245.00   | 100% |
| 6        | Tree Remove (19-inch to 36-inch)  | EA   | 2.00                      | \$ 1,725.00  | \$ 3,450.00   | 0.00                     | \$ 1,725.00  | \$ -          |             |        |   | 0.00          | \$ -          |      |
| 7        | Tree Remove (37-inch or Larger)   | EA   | 3.00                      | \$ 2,875.00  | \$ 8,625.00   | 0.00                     | \$ 2,875.00  | \$ -          |             |        |   | 0.00          | \$ -          |      |
| 8        | Fence, Remove (Wood)  | LF   | 42.00                     | \$ 23.00     | \$ 966.00     | 42.00                    | \$ 23.00     | \$ 966.00     |             |        |   | 42.00         | \$ 966.00     | 100% |
| 9        | Fence, Remove (Chain Link)  | LF   | 724.00                    | \$ 5.75      | \$ 4,163.00   | 377.00                   | \$ 5.75      | \$ 2,167.75   |             |        |   | 377.00        | \$ 2,167.75   | 100% |
| 10       | Clearing and Grubbing   | LF   | 948.00                    | \$ 46.00     | \$ 43,608.00  | 1913.00                  | \$ 46.00     | \$ 87,998.00  |             |        |   | 1913.00       | \$ 87,998.00  | 100% |
| 11       | Clear Debris from Drain   | LF   | 371.00                    | \$ 92.00     | \$ 34,132.00  | 371.00                   | \$ 92.00     | \$ 34,132.00  |             |        |   | 371.00        | \$ 34,132.00  | 100% |
| 12       | Remove Poured Concrete Wall, Comp.  | LS   | 1.00                      | \$ 11,500.00 | \$ 11,500.00  | 1.00                     | \$ 11,500.00 | \$ 11,500.00  |             |        |   | 1.00          | \$ 11,500.00  | 100% |
| 13       | Remove Sea Wall, Complete   | LS   | 1.00                      | \$ 11,500.00 | \$ 11,500.00  | 1.00                     | \$ 11,500.00 | \$ 11,500.00  |             |        |   | 1.00          | \$ 11,500.00  | 100% |
| 14       | Vegetative Mechanically Stabilize Earth   | SF   | 7260.00                   | \$ 28.75     | \$ 208,725.00 | 3342.00                  | \$ 28.75     | \$ 96,082.50  |             |        |   | 3342.00       | \$ 96,082.50  | 100% |
| 15       | Vegetative Rip-Rap  | SF   | 3895.00                   | \$ 40.25     | \$ 156,773.75 | 6482.00                  | \$ 40.25     | \$ 260,900.50 |             |        |   | 6482.00       | \$ 260,900.50 | 100% |
| 16       | Live Staking/Joint Planting   | SF   | 670.00                    | \$ 17.25     | \$ 11,557.50  | 700.00                   | \$ 17.25     | \$ 12,075.00  |             |        |   | 700.00        | \$ 12,075.00  | 100% |
| 17       | Live Crib Wall  | SF   | 545.00                    | \$ 57.50     | \$ 31,337.50  | 0.00                     | \$ 57.50     | \$ -          |             |        |   | 0.00          | \$ -          |      |
| 18       | Log Vane  | EA   | 6.00                      | \$ 5,750.00  | \$ 34,500.00  | 5.00                     | \$ 5,750.00  | \$ 28,750.00  |             |        |   | 5.00          | \$ 28,750.00  | 100% |
| 19       | Fence, Chain Link, 48-inch  | LF   | 724.00                    | \$ 51.75     | \$ 37,467.00  | 581.00                   | \$ 51.75     | \$ 30,066.75  |             |        |   | 581.00        | \$ 30,066.75  | 100% |
| 20       | Fence, Wood, 72-inch Shadowbox  | LF   | 42.00                     | \$ 80.50     | \$ 3,381.00   | 0.00                     | \$ 80.50     | \$ -          |             |        |   | 0.00          | \$ -          |      |
| 21       | Restoration   | LS   | 1.00                      | \$ 81,075.00 | \$ 81,075.00  | 1.00                     | \$ 81,075.00 | \$ 81,075.00  |             |        |   | 1.00          | \$ 81,075.00  | 100% |

TOTAL THIS SHEET \$ 756,878.25 \$ 722,447.25 \$ - \$ 722,447.25 100%



# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Bishop-Ingersol Stream Stabilization

NOVI PROJECT NO.: 17-3401

PAYMENT NO.: FINAL

### NEW CONTRACT ITEMS

| SECTION 1.              |                     |      |          | COST OF COMPLETED WORK TO DATE |                    |             |               |             |        |   |               |             |      |
|-------------------------|---------------------|------|----------|--------------------------------|--------------------|-------------|---------------|-------------|--------|---|---------------|-------------|------|
| Item No.                | Description of Item | Unit | Division | GL#                            | NEW CONTRACT ITEMS |             |               | THIS PERIOD |        |   | TOTAL TO DATE |             |      |
|                         |                     |      |          |                                | Quantity           | Cost/Unit   | Total Amt     | Quantity    | Amount | % | Quantity      | Amount      | %    |
| 22                      | Stream Bank Repair  | LS   | 1        | GL# 210-211.00-865 130         | 1.00               | \$ 2,426.50 | \$ 2,426.50   |             |        |   | 1.00          | \$ 2,426.50 | 100% |
| 23                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 24                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 25                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 26                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 27                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 28                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 29                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 30                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 31                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 32                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 33                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 34                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 35                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 36                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 37                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 38                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 39                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 40                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 41                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 42                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 43                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 44                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 45                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 46                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 47                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 48                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| 49                      |                     |      | 0        | 0                              | 0.00               | \$ -        | \$ -          |             |        |   | 0.00          | \$ -        |      |
| TOTAL FROM THIS SHEET   |                     |      |          |                                |                    | \$ 2,426.50 | \$ 2,426.50   | \$ -        | \$ -   |   | \$ 2,426.50   |             |      |
| TOTAL FROM OTHER SHEETS |                     |      |          |                                | \$ 756,878.25      |             | \$ 722,447.25 | \$ -        | \$ -   |   | \$ 722,447.25 |             |      |
| <b>GRAND TOTAL</b>      |                     |      |          |                                | \$ 756,878.25      |             | \$ 724,873.75 | \$ -        | \$ -   |   | \$ 724,873.75 | <b>100%</b> |      |



**CITY OF NOVI**

**PURCHASE ORDER NO.**

**95287**

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

Section 2.

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** Bishop-Ingersol Stream Stabilization      **NOVI PROJECT NO.:** 17-3401      **PAYMENT NO.:** FINAL

Original Contract Amount: \$ 756,878.25

Change Orders: \$ (32,004.50)

Adjusted Contract Amount to Date: \$ 724,873.75

Total Cost of Work Performed to Date: \$ 724,873.75

MINUS Retainage:

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

Net Amt. Earned of Contract and Extra Work to Date: \$ 724,873.75

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

Subtotal: \$ 724,873.75

ADD Incentive "Crew Days", if under: \$ 6,080.00

Subtotal: \$ 730,953.75

MINUS Amount of Previous Payments: \$ 688,630.06

1 \$ 477,183.59  
 2 \$ 209,141.30  
 3 \$ 2,305.17  
 4 \$ -  
 5 \$ -  
 6 \$ -  
 7 \$ -  
 8 \$ -  
 9 \$ -  
 10 \$ -

**BALANCE DUE THIS PAYMENT:**

**CHANGE ORDERS**

| No. | Date             |    | Amount      |
|-----|------------------|----|-------------|
| 1   | November 6, 2017 | \$ | (34,431.00) |
| 2   | April 18, 2018   | \$ | 2,426.50    |
| 3   |                  |    |             |
| 4   |                  |    |             |
| 5   |                  |    |             |
| 6   |                  |    |             |
| 7   |                  |    |             |
| 8   |                  |    |             |
| 9   |                  |    |             |
| 10  |                  |    |             |

**TOTAL: \$ (32,004.50)**

|  |       |
|--|-------|
| Inspection "Crew Days" Allowed per Contract: | 30.00 |
| Additional "Crew Days" per Change Orders:    | 1.00  |
| Total Inspection "Crew Days" Allowed:        | 31.00 |
| Inspection "Crew Days" Used to Date:         | 21.50 |
| Inspection "Crew Days" Remaining:            | 9.50  |



# CITY OF NOVI

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

## Section 3.

### APPLICATION FOR FINAL PAYMENT

PROJECT: Bishop-Ingersol Stream Stabilization      NOVI PROJECT NO.: 17-3401      PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

**Suzanne E. Anglin**

Anglin Civil, LLC  
CONTRACTOR - Electronic Signature Certification

*Ghassan K. Dahoui* Ghassan K. Dahoui  
Jul 13 2018 11:42 AM  
cosign

Spalding DeDecker & Associates  
CONSULTANT - Electronic Signature Certification

*Aaron J. Staup*  
Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering  
Division, email=astaup@cityofnovi.org, c=US  
Date: 2018.07.18 10:51:40 -0400

Aaron J. Staup, Construction Engineer  
Electronic Signature Certification

*George D. Melistas*  
Digitally signed by George Melistas  
DN: cn=George Melistas, o=City of Novi, ou=Engineering  
Division, email=gmelistas@cityofnovi.org, c=US  
Date: 2018.07.18 11:14:24 -0400

George D. Melistas, Engineering Senior Manager  
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 COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

**Bond: RCB0011492**

TO (OWNER)  
*(Name and Address)*

ARCHITECT'S PROJECT NO: \_\_\_\_\_

City Of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PROJECT:  
*(Name and Address)*  
Bishop Creek and Ingersol Creek Streambank Restoration

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

RLI Insurance Company  
9100 South Hills Blvd  
Broadview Heights, OH 44147

, SURETY COMPANY,

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

ANGLIN CIVIL, LLC.  
13000 Newburgh Road  
Livonia, MI 48150

, CONTRACTOR,

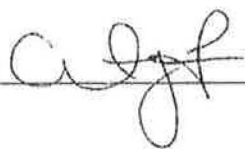
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to  
*(here insert name and address of Owner)*

City Of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

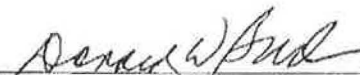
, OWNER,

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

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this December 5, 2017

Attest:   
Seal \_\_\_\_\_

RLI Insurance Company  
Surety Company

  
Signature of Authorized Representative  
Donald W. Burden, Title, Attorney-in-Fact



1 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

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 this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, Stephanie A. Dinco, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of July, 2017.



State of Illinois }  
County of Peoria } SS

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
B. W. Davis  
Barton W. Davis Vice President

On this 19th day of July, 2017, before me, a Notary Public, personally appeared Barton W. Davis, 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.

Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public



#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, 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 5th day of December, 2017.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
B. W. Davis  
Barton W. Davis Vice President

**GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number RCB0011492 effective August 30, 2017 issued by the RLI Insurance Company in the amount of SEVEN HUNDRED FIFTY SIX THOUSAND EIGHT HUNDRED SEVENTY EIGHT AND 00/100 (\$756,878.00) on behalf of Anglin Civil, LLC as Principal and In favor of City of Novi as Obligee for the Bishop Creek and Ingersol Creek Streambank Restoration project:

Now, Therefore, it is agreed that:

**The Bond Amount for the Maintenance Bond has Decreased to:**

**\$722,447.25**

**From**

**\$756,878.25**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 6th day of December, 2017.

Signed, sealed and dated this 6th day of December, 2017.

Anglin-Civil, LLC

(Principal)

By: \_\_\_\_\_

Accepted By:  
\_\_\_\_\_  
\_\_\_\_\_

RLI Insurance Company

(Surety)

By: \_\_\_\_\_

**Angelo G. Zervos, Attorney-in-Fact**



9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

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 this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, Stephanie A. Dinco, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of July, 2017.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

*B. W. Davis*

Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

#### CERTIFICATE

On this 19th day of July, 2017 before me, a Notary Public, personally appeared Barton W. Davis, 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.

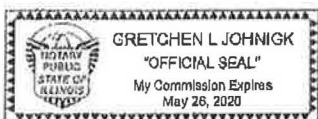
I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth 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 6th day of December, 2017.

*Mitchell L. Johnnigk*  
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

*B. W. Davis*

Barton W. Davis Vice President



**SWORN STATEMENT**

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

Doug Anglin, being duly sworn, deposes and says: That ANGLIN CIVIL is a/the **(contractor)(subcontractor)(supplier)** for an improvement to the following described real property situated in OAKLAND County, Michigan, described as follows: *(insert legal description of property)*

CITY OF NOVI- Bishop Creek and Ingersol Creek Streambank Restoration

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

| Name, address and telephone number of Subcontractor, Supplier, or Laborer | Type of Improvement Furnished | Total Contract Price | Amount Already Paid | Amount Currently Owning | Balance to Complete | Amount of Laborer Wages Due But Unpaid | Retention | Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid |
|---|-------------------------------|----------------------|---------------------|-------------------------|---------------------|--|-----------|---|
| Construction Video Media ✓  | Preconstruction Video         | \$4,400.00           | \$4,400.00          | \$0.00                  | \$0.00              | \$0.00                                 | \$0.00    | \$0.00  |
| Built Rite Renovations ✓  | Fence Repairs                 | \$10,400.00          | \$10,400.00         | \$0.00                  | \$0.00              | \$0.00                                 | \$0.00    | \$0.00  |
| Hanes Company ✓   | Seed/Blanket                  | \$1,606.28           | \$1,606.28          | \$0.00                  | \$0.00              | \$0.00                                 | \$0.00    | \$0.00  |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
| <b>SUB TOTALS</b>   |                               |                      |                     | \$0.00                  | \$0.00              | \$0.00                                 | \$0.00    | \$0.00  |

| Name of Subcontractor, Supplier, or Laborer   | Type of Improvement Furnished | Total Contract Price | Amount Already Paid | Amount Currently Owning | Balance to Complete | Amount of Laborer Wages Due But Unpaid | Retention | Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid |
|---|-------------------------------|----------------------|---------------------|-------------------------|---------------------|--|-----------|---|
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
|   |                               |                      |                     |                         |                     |  |           |   |
| "All labor, wages, fringes, taxes and withholdings are paid in full as per the contract." |                               |                      |                     |                         |                     |  |           |   |
| TOTALS  |                               |                      |                     |                         | \$0.00              | \$0.00                                 | \$0.00    | \$0.00  |

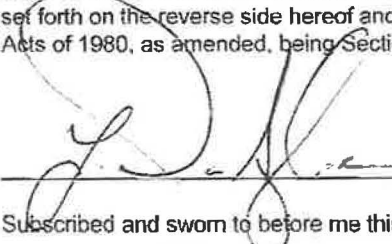
That the contractor has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor)(supplier) or as \_\_\_\_\_ of the (contractor)(subcontractor)(supplier) for the purposes of representing to the owner or lessee of the premises described on the reverse side and his or her agents that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, except as specially set forth on the reverse side hereof and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

**"IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST."**

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.**

  
 \_\_\_\_\_ (Deponent)  
 Subscribed and sworn to before me this 24th day of  
May, 2018.

\_\_\_\_\_, Notary Public  
 Livingston \_\_\_\_\_ County, Michigan  
 My commission expires: July 16, 2021  
 Acting in Wayne County



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with ANGLIN CIVIL to provide  
(Prime Contracting Party)

Video Electography Services for the improvement of the property  
(Type of service)

described as Bishop Creek and Ingersol Creek Streambank Restoration  
(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: 10/13/17

(Signature of Lien Claimant)

Dwight C. Spengler

(Printed Name of Lien Claimant)

President

(Title of Lien Claimant)

Company Name: Construction Video Media, Inc.

Address: 111 E Newberry St PO Box 90, Romeo, MI 48065

Telephone: 800-346-3342

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

Please return copy to Josh Malik  
Email to [josh@anglincivil.com](mailto:josh@anglincivil.com)  
Mail to 13000 Newburgh Road, Livonia MI 48150  
Fax (888) 642-2030



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with ANGLIN CIVIL to provide  
(Prime Contracting Party)

Built Rite Renovations - Fence for the improvement of the property  
(Type of service)

described as Bishop Creek and Ingersol Creek Streambank Restoration  
(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: 6/6/18

[Signature]  
(Signature of Lien Claimant)

Robert Hollis  
(Printed Name of Lien Claimant)

owner  
(Title of Lien Claimant)

Company Name: Built Rite Renovations LLC

Address: 9810 Hilton Rd Brighton Mi

Telephone: 517 404 8371

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

Please return copy to Kristi Malik  
Email to [kristi@anglincivil.com](mailto:kristi@anglincivil.com)  
Mail to 13000 Newburgh Road, Livonia MI 48150  
Fax (888) 642-2030





**FULL UNCONDITIONAL WAIVER OF LIEN**

This waiver is specific only to the amount of goods shipped on the following Hanes Geo invoice(s):

| Invoice #: | Date:      | Amount:  |
|------------|------------|----------|
| 64-498475  | 10/18/2017 | \$348.80 |
| 64-498527  | 10/08/2017 | \$142.15 |
| 64-496135  | 10/02/2017 | \$352.79 |
| 64-494073  | 09/29/2017 | \$193.98 |
| 64-493489  | 08/26/2017 | \$557.56 |

My/our contract with ANGLIN CIVIL to provide  
(Prime Contracting Party)

Seed / Blankets for the improvement of the property  
(Type of service)

described as Bishop Creek and Ingersol Creek Streambank Restoration  
(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: June 7, 2018

(Signature of Lien Claimant)

Kris Carswell

(Printed Name of Lien Claimant)

Division Controller

(Title of Lien Claimant)

Company Name: Hanes Geo Components

Address: 500 N. McLin Creek Rd., Conover NC 28613

Telephone: 828-466-8347

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

Please return copy to Kristi Malk  
Email to [krsti@anglincivil.com](mailto:krsti@anglincivil.com)  
Mail to 13000 Newburgh Road, Livonia MI 48150  
Fax (888) 642-2030