



CITY OF NOVI CITY COUNCIL
APRIL 26, 2021

SUBJECT: Approval of the final payment to Toebe Construction, LLC. for the DPW Site Fill project at the Water Tower property (25460 Novi Road), in the amount of \$12,643.14, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 2,800.00 expenditure <u>\$ 9,843.14 retainage</u> \$ 12,643.14
AMOUNT BUDGETED	\$ 15,440.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	400-691.00-977.031

BACKGROUND INFORMATION: The approximately 3.64-acre parcel of property at the intersection of Novi Road and Trans-X Drive was purchased for potential park use; with funding for the purchase coming from the Capital Improvement Program (CIP) millage approved by the voters.

The Water Tower site has a long history of industrial use and is known to have been contaminated by arsenic, chromium, selenium, and several volatile organic compounds. A Phase II Environmental Site Assessment was conducted for the site on November 2, 2017. The study classifies the site as a facility under the Michigan Natural Resources and Environmental Protection Act. Since it is an open Leaking Underground Storage Tank (LUST) site, a Due Care Plan was completed on December 19, 2017.

The Due Care Plan recognized the potential reuse of the property as a splash pad and urban park. All construction is to be conducted on top of the existing slab(s) and paved parking areas. To mitigate any risk, the concrete is to be maintained as a barrier to the impacted soils.

The renovation at the Department of Public Works building resulted in excess fill material that needed to be relocated off site. This presented an opportunity to utilize the fill at the Water Tower property to begin base preparations for future redevelopment of the park.

The filling and site work completed by Toebe Construction, LLC complied with the provisions of the Due Care and Soil Erosion and Sedimentation Control Plans.

The construction contract was approved at the September 9, 2019 City Council meeting to Toebe Construction, LLC., in the amount of \$136,862.75. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$12,643.14 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, April 12, 2021).

There was one (1) approved change order issued resulting in an overall increase of \$60,000.00 or 43.8% over the awarded amount. The approved change order resulted in a final contract price of \$196,862.75.

RECOMMENDED ACTION: Approval of the final payment to Toebe Construction, LLC. for the DPW Site Fill project at the Water Tower property (25460 Novi Road), in the amount of \$12,643.14, plus interest earned on retainage.

25460 Novi Rd - Water Tower Fill Location Map

Remove fill dirt from DPW



Placement of fill, compaction and surface restoration

Map Author: Rebecca Runkel
Date: 8-29-19
Project: Water Tower Fill
Version #: 1.0

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

0 95 190 380 570
Feet

1 inch = 544 feet



DPW SITE FILL to WATER TOWER PARK



Loading up material from the DPW Site



Unloading material at the Water Tower Park location of Novi Road and Trans-X



Grading and leveling-out of the material at the west end of the Water Tower Park property



Approximately 8-feet of fill placed at the east end of the Water Tower Park property



Filling at the Water Tower Park property now complete. Placing erosion control blankets to stabilize

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

April 12, 2021

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

**Re: *Water Tower Park – DPW Site Fill
Toebe Construction, Inc.
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Water Tower Park – DPW Site Fill Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Amendment of Maintenance Bond

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. There are no subcontractors or supplies for this project. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is fluid and cursive.

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
Ben Croy, City Engineer
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 12,643.14

PURCHASE ORDER NO.

96026

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Water Tower Park - DPW Site Fill	NOVI PROJECT NO.: 19-8101	PAYMENT NO.: FINAL
	CIP NO.: N/A	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: AECOM-Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: Toebe Construction, Inc. 28990 Wixom Road Wixom, Michigan 48393 (248) 349-7500
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$136,862.75	ORIGINAL: December 22, 2019	FROM: July 1, 2020
REVISED: \$196,862.75	REVISED:	TO: March 16, 2021
	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Water Tower Park - DPW Site Fill GL# 400-691.00-977.031 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	12.00	\$ 700.00	\$ 8,400.00	12.00	\$ 700.00	\$ 8,400.00				8.00	\$ 5,600.00	67%
1	Mobilization (10%)	LS	1.00	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00	\$ 14,000.00				1.00	\$ 14,000.00	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
3	Erosion Control, Silt Fence	LF	2000.00	\$ 6.00	\$ 12,000.00	2000.00	\$ 6.00	\$ 12,000.00				2000.00	\$ 12,000.00	100%
4	Erosion Control, Fabric Drop	EA	10.00	\$ 160.00	\$ 1,600.00	10.00	\$ 160.00	\$ 1,600.00				10.00	\$ 1,600.00	100%
5	Erosion Control, Sediment Trap	EA	10.00	\$ 125.00	\$ 1,250.00	10.00	\$ 125.00	\$ 1,250.00				10.00	\$ 1,250.00	100%
6	Erosion Control, Sediment Removal	CY	10.00	\$ 5.00	\$ 50.00	10.00	\$ 5.00	\$ 50.00				10.00	\$ 50.00	100%
7	Site Grading and Hauling	CY	9640.00	\$ 8.00	\$ 77,120.00	17140.00	\$ 8.00	\$ 137,120.00				17140.00	\$ 137,120.00	100%
8	Barricade, Type III, H-I, D-S, Furnish	EA	2.00	\$ 95.00	\$ 190.00	2.00	\$ 95.00	\$ 190.00				2.00	\$ 190.00	100%
9	Barricade, Type III, H-I, D-S, Operate	EA	2.00	\$ 0.01	\$ 0.02	2.00	\$ 0.01	\$ 0.02				2.00	\$ 0.02	100%
10	Barricade, Type III, H-I, Lighted, Furn	EA	2.00	\$ 85.00	\$ 170.00	2.00	\$ 85.00	\$ 170.00				2.00	\$ 170.00	100%
11	Barricade, Type III, H-I, Lighted, Oper	EA	2.00	\$ 0.01	\$ 0.02	2.00	\$ 0.01	\$ 0.02				2.00	\$ 0.02	100%
12	Minor Traffic Devices	LS	1.00	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ 11,000.00				1.00	\$ 11,000.00	100%
13	Plastic Drum, H-I, Furnish	EA	50.00	\$ 25.00	\$ 1,250.00	50.00	\$ 25.00	\$ 1,250.00				50.00	\$ 1,250.00	100%
14	Plastic Drum, H-I, Operate	EA	50.00	\$ 0.01	\$ 0.50	50.00	\$ 0.01	\$ 0.50				50.00	\$ 0.50	100%
15	Sign, Type A, Temp, Prism, Furnish	SF	20.00	\$ 7.00	\$ 140.00	20.00	\$ 7.00	\$ 140.00				20.00	\$ 140.00	100%
16	Sign, Type A, Temp, Prism, Operate	SF	20.00	\$ 0.01	\$ 0.20	20.00	\$ 0.01	\$ 0.20				20.00	\$ 0.20	100%
17	Sign, Type B, Temp, Prism, Furnish	SF	1700.00	\$ 5.25	\$ 8,925.00	1700.00	\$ 5.25	\$ 8,925.00				1700.00	\$ 8,925.00	100%
18	Sign, Type B, Temp, Prism, Operate	SF	1700.00	\$ 0.01	\$ 17.00	1700.00	\$ 0.01	\$ 17.00				1700.00	\$ 17.00	100%
19	Traffic Regulator Control	LS	1.00	\$ 0.01	\$ 0.01	1.00	\$ 0.01	\$ 0.01				1.00	\$ 0.01	100%
20	Pedestrian, Type II Barricade, Temp	EA	2.00	\$ 150.00	\$ 300.00	2.00	\$ 150.00	\$ 300.00				2.00	\$ 300.00	100%
21	Fence, Protective	LF	100.00	\$ 4.00	\$ 400.00	100.00	\$ 4.00	\$ 400.00				100.00	\$ 400.00	100%
22	Surface Restoration	SY	2450.00	\$ 1.00	\$ 2,450.00	2450.00	\$ 1.00	\$ 2,450.00				2450.00	\$ 2,450.00	100%
23	Gravel Access Approach	EA	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%

TOTAL THIS SHEET \$ 136,862.75 \$ 196,862.75 \$ - \$ 196,862.75 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Water Tower Park - DPW Site Fill

NOVI PROJECT NO.: 19-8101

PAYMENT NO.: FINAL

CIP NO.: N/A

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	%
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	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET			\$ -	\$ -	\$ -
TOTAL FROM OTHER SHEETS	\$ 136,862.75		\$ 196,862.75	\$ -	\$ 196,862.75
GRAND TOTAL	\$ 136,862.75		\$ 196,862.75	\$ -	\$ 196,862.75 100%



CITY OF NOVI

PURCHASE ORDER NO.

96026

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Water Tower Park - DPW Site Fill **NOVI PROJECT NO.:** 19-8101 **PAYMENT NO.:** FINAL
CIP NO.: N/A

Original Contract Amount: \$ 136,862.75
Change Orders: \$ 60,000.00
Adjusted Contract Amount to Date: \$ 196,862.75
Total Cost of Work Performed to Date: \$ 196,862.75
MINUS Retainage:
MINUS Inspection "Crew Days": To Date \$ -
This Pay
Net Amt. Earned of Contract and Extra Work to Date: \$ 196,862.75
MINUS L.D.'s: # of days over =
\$ amount/day =
Subtotal: \$ 196,862.75
ADD Incentive "Crew Days", if under: \$ 2,800.00
Subtotal: \$ 199,662.75
MINUS Amount of Previous Payments: \$ 187,019.61
1 \$ 130,019.61
2 \$ 57,000.00
3 \$ -
4 \$ -
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT:

CHANGE ORDERS

No.	Date	Amount
1	December 5, 2019	\$ 60,000.00
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 60,000.00

Inspection "Crew Days" Allowed per Contract:	12.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	12.00
Inspection "Crew Days" Used to Date:	8.00
Inspection "Crew Days" Remaining:	4.00



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: Water Tower Park - DPW Site Fill **NOVI PROJECT NO.:** 19-8101 **PAYMENT NO.:** FINAL
CIP NO.: N/A

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Toebe Construction, Inc.
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.

Received

MAR 15 2021

RIDER

Toebe Construction

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 82448966

IN FAVOR OF City of Novi

ON BEHALF OF Toebe Construction LLC

EFFECTIVE 9/19/2019

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, Federal Insurance Company hereby gives its consent to:

Maintenance Bond Amount Increased

From: One Hundred Thirty Six Thousand Eight Hundred Sixty Two and 75/100 (\$136,862.75)

To: One Hundred Ninety Three Thousand Eight Hundred Sixty Two and 75/100 (\$193,862.75)

EFFECTIVE: 3/11/2021

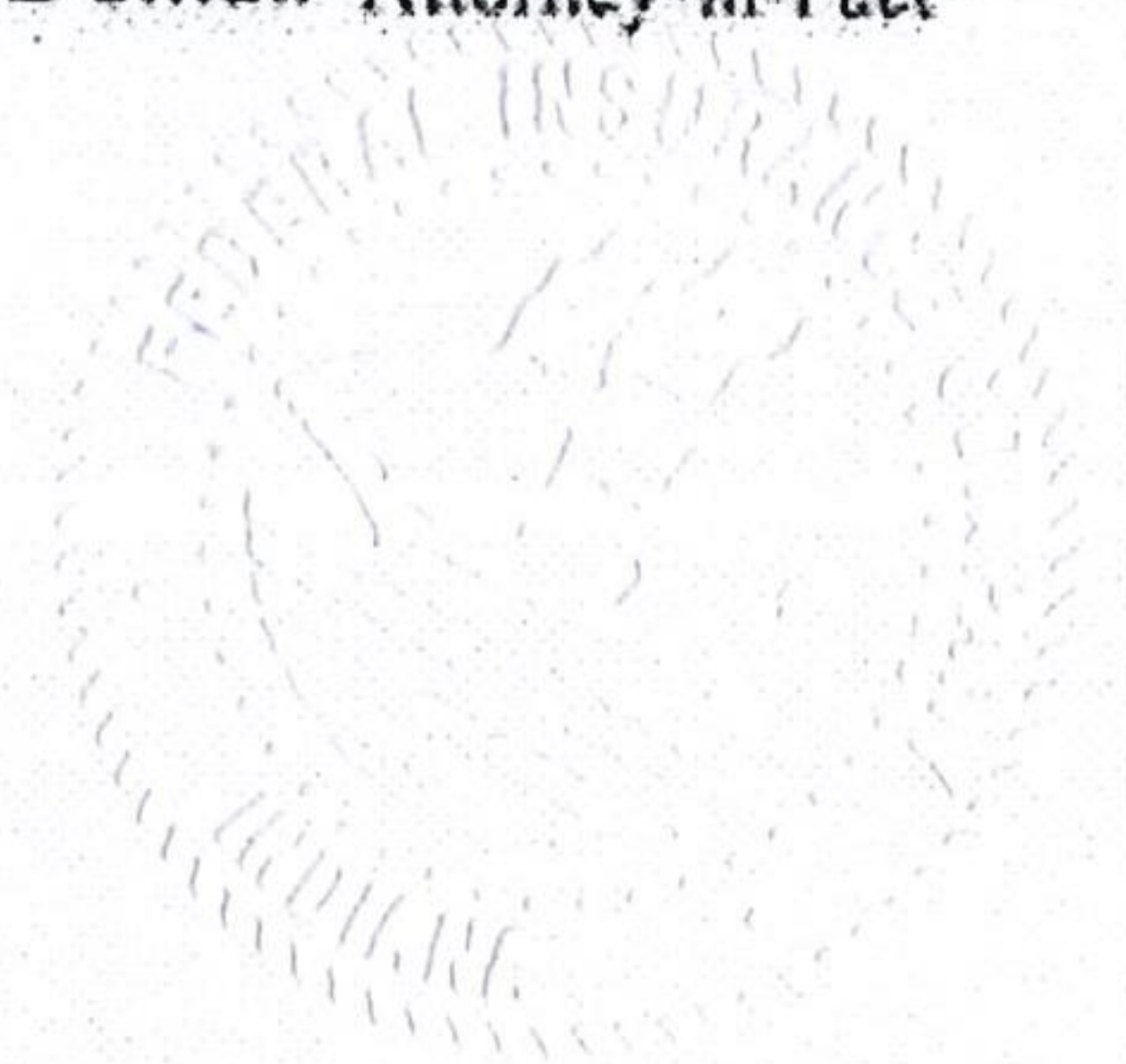
PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED 03/11/2021

Federal Insurance Company
Surety



Susan L. Small Attorney-in-Fact



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

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

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of June, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 25th day of June, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

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

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

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **March 11th, 2021**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

Received

MAR 15 2021

Toebe Construction

CONSENT OF SURETY COMPANY TO FINAL PAYMENT
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

Bond No. 82448966

PROJECT: Site Fill For 25460 Novi Road
(name, address)

TO: (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Contract Bond

CONTRACT DATE:

CONTRACTOR:

Toebe Construction LLC
28990 Wixom Road
Wixom, MI 48393

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

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

, SURETY COMPANY

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

Toebe Construction LLC
28990 Wixom Road
Wixom, MI 48393

, CONTRACTOR,

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

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

, OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 11th day of March, 2021

Surety Company
Federal Insurance Company

Signature of Authorized Representative

Susan L Small, Attorney-In-Fact

Title

Attest:
(Seal):

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

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

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

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of June, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 25th day of June, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

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

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

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 11th, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Oakland

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

Vice President of the Toerbe Construction
(Title) (Firm Name)

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

Water Tower Park - DPW Site Fill
(Description of Improvement)

located at: City of Novi Water Tower

The total amount of the contract is \$196,862.75 of which I have received payment of \$130,019.61 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

Signed this 24th day of March, 2020

Name: Toebe Construction LLC
(individual/corporation/partnership)

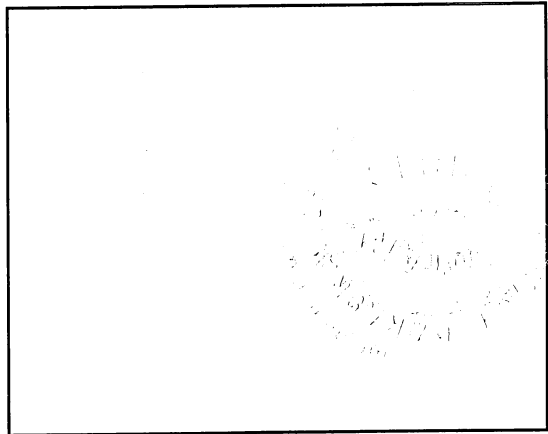
By: *Mac S. Hickey* Attest: *Michael Daraskavich*
V.P. (Title) (Title)

Subscribed and sworn to before me this 24th day of MARCH, 2020

Notary Public: *Michael Daraskavich*

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

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
					#DIV/0!	\$0.00
	All material taken from stock.				#DIV/0!	\$0.00
					#DIV/0!	\$0.00
	All labor and fringe benefits paid in full.				#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: 136,862.75

Plus: Extras to Contract: 60,000.00

Total: Contract plus Extras: 196,862.75

Less: Credits to Contract: 0.00

Total: Adjusted Contract: 196,862.75

Work Completed to Date: 196,862.75

Less: Total Retainage: 9,843.14

Less: Amount Previously Paid: 130,019.61

Less: Amount of this Request: 57,000.00

Total Balance Due: 9,843.14