



**CITY OF NOVI CITY COUNCIL
DECEMBER 16, 2024**

SUBJECT: Approval of the final payment to Toebe Construction, LLC., for the Crescent Boulevard (NW Ring Road)/Industrial Spur and Bond Street – Phase 2 (SW Ring Road) Construction projects.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Crescent Boulevard construction had an initiation deadline due to an expiring MDEQ permit expiration
- Industrial Spur (Lambert Drive) included with Crescent Boulevard construction
- New 26' X 97' natural bottom culvert/bridge for Middle Rouge River crossing
- Change order for Bond Street – Phase 2, water main, and traffic signals

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	\$ 52,034.49 – Retainage – Crescent Blvd \$ 29,425.04 – Retainage – Bond St-Phase \$ 81,459.53 – TOTAL
BUDGET	
Major Street Fund 202-000.00-211.217	\$ 52,034.49 (Crescent Blvd.)
Drain Fund 211-000.00-211.009	\$ 23,400.20 (Bond St., Phase 2)
Water & Sewer Fund 592-000.00-211.002	<u>\$ 6,024.84 (Bond St., Phase 2)</u>
	\$ 81,459.53 TOTAL
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

BACKGROUND INFORMATION:

Crescent Boulevard design plans were originally completed in 2010. In early 2019, the City's Consultant Engineer, AECOM updated the design plans to adhere to the current Michigan Department of Transportation (MDOT) and the American Association of State Highway and Transportation Officials (AASHTO) design and construction standards. The City had an active Michigan Department of Environmental Quality (MDEQ, now Michigan Department of Environment, Great Lakes, and Energy) for proposed work in the Middle Rouge River, that was about to expire. So, it became clear that the project needed to proceed as soon as possible.

The project features a 1,050-foot long, concrete, four lane boulevard extension from the intersection of Grand River Avenue to the intersection of Adell Center Drive and the construction of a 650-foot-long industrial spur road (later, officially named Lambert Drive) to service the Comau Industrial Facility along with improved access to the General Filters site. The project also featured the installation of a 26-foot wide by 97-foot long, precast concrete, open or natural bottom, culvert/bridge, as well as rehabilitation work to replace deteriorated concrete pavement just west of Novi Road along the existing portion of Crescent Boulevard.

Along the same construction timeline, another contractor, Fonson Company, was building the Flint/Bond Street – Phase 1 project. Due to the COVID pandemic, utility relocation issues, and contaminated soil remediation, construction on the Crescent Boulevard portion took much longer than anticipated. Whereby, the Fonson contract was completed and closed out. Since Toebe's contract was still open, staff executed and City Council approved a change order at the November 14, 2022, meeting to handle the construction of the Bond Street – Phase 2 work. Toebe was willing to hold the lower 2019-unit prices for most items. To finish Bond Street, out to Grand River Avenue (or Phase 2), approximately half of the new roadway was passing through private property owned by George Keros. After several negotiations with Mr. Keros, an agreement was reached to essentially "swap" a portion of his property for a remainder of the recently City-acquired "Lee BeGole" property.

The Bond Street – Phase 2 project entailed the extension of the existing two-lane, asphalt roadway from Flint Street to Grand River Avenue, which also involved the filling of an existing detention basin and an extension of an 8-inch water main along the new Bond Street frontage. Finally, staff worked with the contractor and the Road Commission for Oakland County to install and erect mast arm traffic signals at the new Grand River Avenue/Crescent Boulevard/Bond Street intersection.

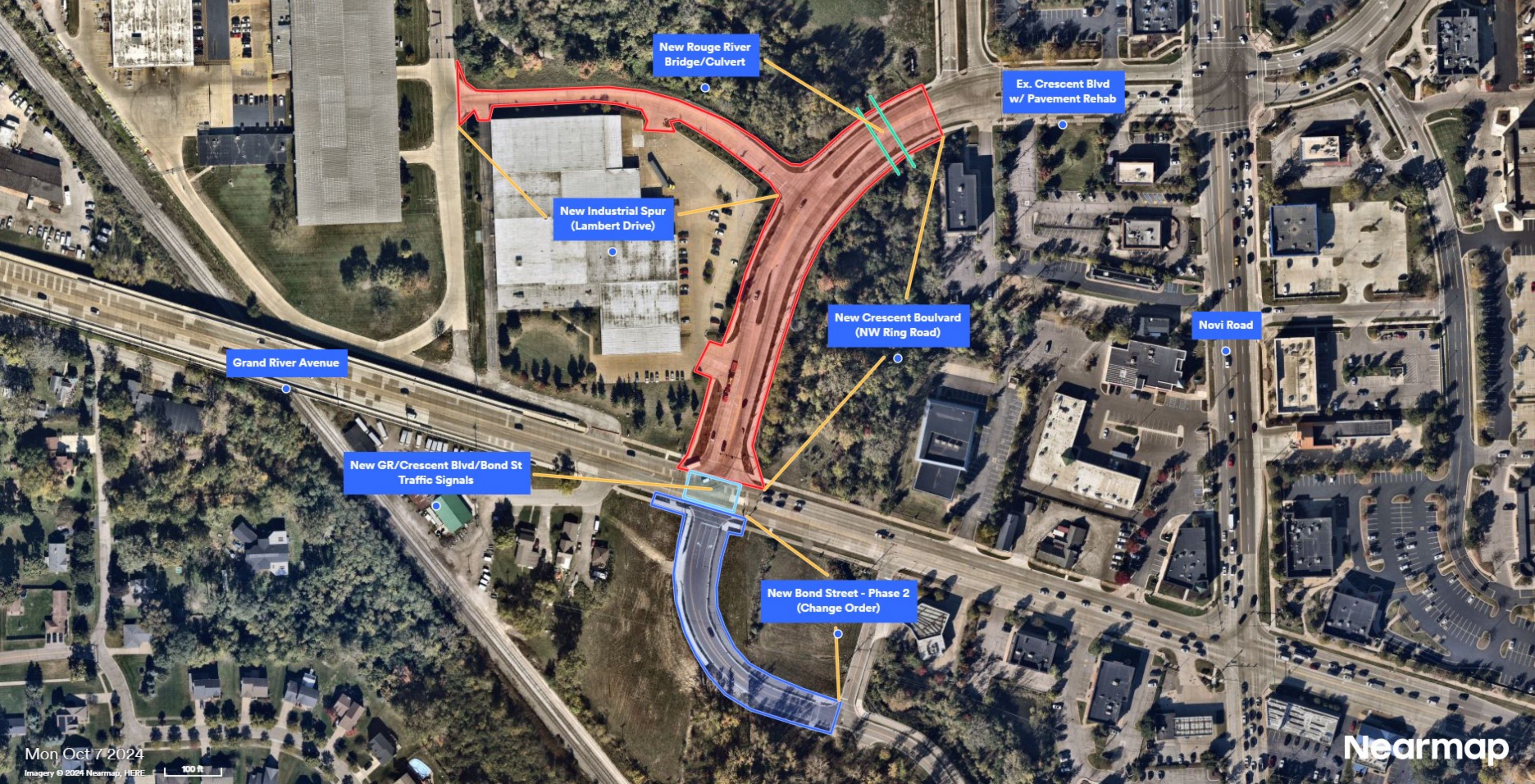
The Crescent Boulevard construction contract was awarded at the April 1, 2019, City Council meeting to Toebe Construction, Inc., in the amount of \$4,747,550.01. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final payment amount of \$52,034.50 that is due the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, November 20, 2024).

There were eleven (11) approved change orders issued resulting in an overall increase of \$455,898.77 or 9.6% over the awarded amount. The approved change orders resulted in a final contract price of \$5,203,448.78.

The Bond Street – Phase 2 change order was approved at the November 14, 2022, City Council meeting in the amount of \$1,159,186.00. AECOM-Great Lakes also verified the final payment amount of \$29,425.04 for this contract. The City Attorney also reviewed this final documentation (Beth Saarela, November 20, 2024).

There were seven (7) approved change orders issued resulting in an overall increase of \$17,815.45 or 1.5% over the originally authorized amount. These seven approved change orders resulted in a final contract price of \$1,177,001.45.

RECOMMENDED ACTION: Approval of the final payment to Toebe Construction, LLC., for the Crescent Boulevard (NW Ring Road)/Industrial Spur and Bond Street – Phase 2 (SW Ring Road) Construction projects, in the amount of \$81,459.53, plus interest earned on retainage.



New Rouge River Bridge/Culvert

Ex. Crescent Blvd w/ Pavement Rehab

New Industrial Spur (Lambert Drive)

New Crescent Boulevard (NW Ring Road)

Novi Road

Grand River Avenue

New GR/Crescent Blvd/Bond St Traffic Signals

New Bond Street - Phase 2 (Change Order)

CRESCENT BOULEVARD EXTENSION (NW RING ROAD)



Installing sheeting and forms for the walls on each side of the Middle Rouge River.



Installing temporary Middle Rouge River by-pass to construct new culvert.



Installing the new modified box culvert over top the Middle Rouge River by-pass.



Completed box culvert over the Middle Rouge River.



Completed concrete pour of the north ½ of the Industrial Spur (Lambert Drive).



Wall forms and poured concrete for Crescent Boulevard, SW corner of river.



Pouring the northbound lanes of Crescent Boulevard from Grand River Avenue.



Pouring the southbound lanes of Crescent Boulevard and driveway for General Filters.



DTE Streetlighting Division installing new LED streetlights along Industrial Spur (Lambert Drive).



Open to Traffic at General Filters drive, looking north.



Open-to-Traffic at Industrial Spur (Lambert Drive) and new Crescent Boulevard.



Open-to-Traffic at Adell Center Drive looking south towards Grand River Avenue.

BOND STREET – PHASE 2



Before – Existing Lee BeGole property off Flint Street, just south of Grand River



Before – Existing detention basin off of Flint Street to be filled



After – Aerial photo of Bond Street – Phase 2, looking northwest



After – Overall aerial photo looking northwest

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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 20, 2024

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

Re: *Crescent Blvd and Industrial Spur Project-Bond Street Phase 2 – Toebe Construction, LLC - Closing Documents*

Dear Mr. Staup:

We have received and reviewed closing documents for the Crescent Blvd and Industrial Spur Project-Bond Street Phase 2 Project:

1. Application for Final Payment (Crescent Blvd/Industrial Spur)
2. Application for Final Payment (Bond Street Phase 2)
3. Contractor's Sworn Statement (Crescent Blvd/Industrial Spur)
4. Contractor's Sworn Statement (Bond Street Phase 2)
5. Waivers of Lien (Crescent Blvd/Industrial Spur)
6. Waivers of Lien (Bond Street Phase 2)
7. Consent of Surety to Final Payment
8. Bond Rider

The closing documents appear to be in order. 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

Elizabeth Kudla Saarela

EKS

Enclosure

- C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)

Aaron Staup, Construction Engineer
CITY OF NOVI
November 20, 2024
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Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Balance Due This Payment = \$ 52,034.50

PURCHASE ORDER NO.

95817

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Blvd / Ind. Spur Construct	NOVI PROJECT NO.: 19-2302	PAYMENT NO.: FINAL
	CIP NO.: 082-03	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: AECOM-Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: Toebe Construction, LLC 28990 Wixom Road Wixom, Michigan 48393 (248) 349-7500
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$4,747,550.01	ORIGINAL: January 15, 2020	FROM: July 1, 2022
REVISED: \$5,203,448.78	REVISED:	TO: December 15, 2022
ACTUAL:		

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	CRESCENT BLVD / IND. SPUR CONSTRUCT GL# 202-202.00-865.260 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	125.00	\$ 700.00	\$ 87,500.00	205.25	\$ 700.00	\$ 143,675.00				205.25	\$ 143,675.00	100%
1	Mobilization (10%)	LS	1.00	\$ 301,000.00	\$ 301,000.00	1.00	\$ 301,000.00	\$ 301,000.00				1.00	\$ 301,000.00	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
3	Maintaining Traffic	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00				1.00	\$ 10,000.00	100%
4	Maintaining Stream Flow	LS	1.00	\$ 0.01	\$ 0.01	1.00	\$ 0.01	\$ 0.01				1.00	\$ 0.01	100%
5	Tree Protection	EA	5.00	\$ 275.00	\$ 1,375.00	4.00	\$ 275.00	\$ 1,100.00				4.00	\$ 1,100.00	100%
6	Stump Removal, Special	AC	4.00	\$ 6,500.00	\$ 26,000.00	4.00	\$ 6,500.00	\$ 26,000.00				4.00	\$ 26,000.00	100%
7	Pavement, Removal	SY	2549.00	\$ 10.00	\$ 25,490.00	1045.00	\$ 10.00	\$ 10,450.00				1045.00	\$ 10,450.00	100%
8	Sidewalk, Removal	SY	117.00	\$ 10.00	\$ 1,170.00	100.00	\$ 10.00	\$ 1,000.00				100.00	\$ 1,000.00	100%
9	Fence, Removal	LF	132.00	\$ 3.00	\$ 396.00	81.00	\$ 3.00	\$ 243.00				81.00	\$ 243.00	100%
10	Curb and Gutter, Removal	LF	82.00	\$ 10.00	\$ 820.00	0.00	\$ 10.00	\$ -				0.00	\$ -	
11	Culv End, Rem, Less than 24-inch	EA	1.00	\$ 250.00	\$ 250.00	0.00	\$ 250.00	\$ -				0.00	\$ -	
12	Excavation, Earth	CY	12687.00	\$ 17.00	\$ 215,679.00	14010.20	\$ 17.00	\$ 238,173.40				14010.20	\$ 238,173.40	100%
13	Embankment, CIP, CI III	CY	13983.00	\$ 26.00	\$ 363,558.00	12891.67	\$ 26.00	\$ 335,183.42				12891.67	\$ 335,183.42	100%
14	Subgrade Undercutting, Type II	CY	2000.00	\$ 58.00	\$ 116,000.00	96.87	\$ 58.00	\$ 5,618.46				96.87	\$ 5,618.46	100%
15	6A Crushed Limestone	CY	1000.00	\$ 56.00	\$ 56,000.00	394.30	\$ 56.00	\$ 22,080.80				394.30	\$ 22,080.80	100%
16	Tensar TX5 Geogrid	SY	10632.00	\$ 6.50	\$ 69,108.00	8179.32	\$ 6.50	\$ 53,165.58				8179.32	\$ 53,165.58	100%
17	Silt Fence	LF	2000.00	\$ 3.50	\$ 7,000.00	3142.00	\$ 3.50	\$ 10,997.00				3142.00	\$ 10,997.00	100%
18	Curb and Gutter Inlet Filter	EA	32.00	\$ 150.00	\$ 4,800.00	24.00	\$ 150.00	\$ 3,600.00				24.00	\$ 3,600.00	100%
19	Agg Base, 21AA, Limestone, 8"	SY	9632.00	\$ 15.00	\$ 144,480.00	7785.25	\$ 15.00	\$ 116,778.75				7785.25	\$ 116,778.75	100%
20	Conc Pvmt w/Integral Curb, N-R, 9"	SY	8912.00	\$ 56.50	\$ 503,528.00	9159.12	\$ 56.50	\$ 517,490.28				9159.12	\$ 517,490.28	100%
21	Driveway, N-R Conc, 8-inch	SY	596.00	\$ 52.00	\$ 30,992.00	598.54	\$ 52.00	\$ 31,124.08				598.54	\$ 31,124.08	100%
22	Lane Tie, Epoxy Anchored	EA	150.00	\$ 10.00	\$ 1,500.00	324.00	\$ 10.00	\$ 3,240.00				324.00	\$ 3,240.00	100%
23	Sewer, 12-inch, Tr Det B	LF	1445.00	\$ 65.00	\$ 93,925.00	1423.00	\$ 65.00	\$ 92,495.00				1423.00	\$ 92,495.00	100%
24	Sewer, 15-inch, Tr Det B	LF	81.00	\$ 100.00	\$ 8,100.00	81.00	\$ 100.00	\$ 8,100.00				81.00	\$ 8,100.00	100%

TOTAL THIS SHEET \$ 1,984,171.01 \$ 1,790,839.78 \$ - \$ 1,790,839.78 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Blvd / Ind. Spur Construct

NOVI PROJECT NO.:

19-2302

PAYMENT NO.:

FINAL

SECTION 1.

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	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
25	Sewer, 18-inch, Tr Det B	LF	179.00	\$ 85.00	\$ 15,215.00	160.00	\$ 85.00	\$ 13,600.00				160.00	\$ 13,600.00	100%	
26	Video Taping Sewer and Culv Pipe	LF	300.00	\$ 4.00	\$ 1,200.00	300.00	\$ 4.00	\$ 1,200.00				300.00	\$ 1,200.00	100%	
27	Culv End Section, 18-inch	EA	1.00	\$ 900.00	\$ 900.00	1.00	\$ 900.00	\$ 900.00				1.00	\$ 900.00	100%	
28	Dr Structure, 24-inch Dia	EA	4.00	\$ 1,800.00	\$ 7,200.00	3.00	\$ 1,800.00	\$ 5,400.00				3.00	\$ 5,400.00	100%	
29	Dr Structure, 48-inch Dia	EA	22.00	\$ 2,500.00	\$ 55,000.00	19.00	\$ 2,500.00	\$ 47,500.00				19.00	\$ 47,500.00	100%	
30	Dr Structure, 60-inch Dia	EA	2.00	\$ 3,000.00	\$ 6,000.00	2.00	\$ 3,000.00	\$ 6,000.00				2.00	\$ 6,000.00	100%	
31	Hydrodynamic Separator, AS-4	EA	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00				1.00	\$ 20,000.00	100%	
32	Dr Struct, Add Depth of 48", 8'-15'	VF	3.00	\$ 395.00	\$ 1,185.00	0.00	\$ 395.00					0.00			
33	Dr Struct, Add Depth of 60", 8'-15'	VF	3.00	\$ 500.00	\$ 1,500.00	0.00	\$ 500.00					0.00			
34	Dr Structure Cover, Type B	EA	7.00	\$ 745.00	\$ 5,215.00	4.00	\$ 745.00	\$ 2,980.00				4.00	\$ 2,980.00	100%	
35	Dr Structure Cover, Type K	EA	21.00	\$ 955.00	\$ 20,055.00	20.00	\$ 955.00	\$ 19,100.00				20.00	\$ 19,100.00	100%	
36	Dr Structure Cover, Adj, Case 2	EA	3.00	\$ 440.00	\$ 1,320.00	1.00	\$ 440.00	\$ 440.00				1.00	\$ 440.00	100%	
37	Underdrain, Open-Graded, 6-inch	LF	3210.00	\$ 11.00	\$ 35,310.00	1571.00	\$ 11.00	\$ 17,281.00				1571.00	\$ 17,281.00	100%	
38	Underdrain, Fdn, 6-inch	LF	1090.00	\$ 10.00	\$ 10,900.00	856.00	\$ 10.00	\$ 8,560.00				856.00	\$ 8,560.00	100%	
39	Underdrain Outlet, 6-inch	LF	70.00	\$ 12.50	\$ 875.00	61.00	\$ 12.50	\$ 762.50				61.00	\$ 762.50	100%	
40	Underdrain Outlet Ending, 6-inch	EA	7.00	\$ 137.00	\$ 959.00	0.00	\$ 137.00					0.00			
41	DPS Structure Cover, Adj, Case 1	EA	1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%	
42	DPS Structure Cover, Adj, Case 2	EA	1.00	\$ 440.00	\$ 440.00	0.00	\$ 440.00					0.00			
43	Dr Structure, Tap, 12-inch	EA	1.00	\$ 525.00	\$ 525.00	0.00	\$ 525.00					0.00			
44	Rem and Reset Sprinkler Heads	EA	10.00	\$ 90.00	\$ 900.00	0.00	\$ 90.00					0.00			
45	Sprinkler Piping	LF	300.00	\$ 7.50	\$ 2,250.00	0.00	\$ 7.50					0.00			
46	Curb and Gutter, Conc, Det F4	LF	20.00	\$ 30.00	\$ 600.00	0.00	\$ 30.00					0.00			
47	Sidewalk, Conc, 4-inch	SF	9274.00	\$ 4.00	\$ 37,096.00	10688.00	\$ 4.00	\$ 42,752.00				10688.00	\$ 42,752.00	100%	
48	Sidewalk, Conc, 8-inch	SF	385.00	\$ 5.75	\$ 2,213.75	368.00	\$ 5.75	\$ 2,116.00				368.00	\$ 2,116.00	100%	
49	Sidewalk Ramp, Conc, 6-inch	SF	1043.00	\$ 5.75	\$ 5,997.25	343.99	\$ 5.75	\$ 1,977.94				343.99	\$ 1,977.94	100%	
50	Detectable Warning Surface	LF	67.00	\$ 35.00	\$ 2,345.00	76.00	\$ 35.00	\$ 2,660.00				76.00	\$ 2,660.00	100%	
51	Slope Restoration, Type A	SY	1000.00	\$ 5.75	\$ 5,750.00	1310.47	\$ 5.75	\$ 7,535.20				1310.47	\$ 7,535.20	100%	
52	Slope Restoration, Type B	SY	4000.00	\$ 7.25	\$ 29,000.00	1023.00	\$ 7.25	\$ 7,416.75				1023.00	\$ 7,416.75	100%	
53	Slope Restoration, Type C	SY	500.00	\$ 8.50	\$ 4,250.00	179.63	\$ 8.50	\$ 1,526.86				179.63	\$ 1,526.86	100%	
54	Rip Rap, Plain, Modified	SY	411.00	\$ 80.00	\$ 32,880.00	467.48	\$ 80.00	\$ 37,398.40				467.48	\$ 37,398.40	100%	
55	Backfill, Structure, CIP	CY	3225.00	\$ 37.00	\$ 119,325.00	2788.62	\$ 37.00	\$ 103,178.94				2788.62	\$ 103,178.94	100%	
56	Aggregate, 6A	CY	86.00	\$ 65.00	\$ 5,590.00	0.00	\$ 65.00					0.00			
57	Excavation, Fdn	CY	1480.00	\$ 24.00	\$ 35,520.00	1300.00	\$ 24.00	\$ 31,200.00				1300.00	\$ 31,200.00	100%	
58	Pile Driving Equipment, Furn	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ 25,000.00				1.00	\$ 25,000.00	100%	
59	Pile, Steel, Furn and Driven, 12"	LF	1300.00	\$ 50.00	\$ 65,000.00	1253.33	\$ 50.00	\$ 62,666.50				1253.33	\$ 62,666.50	100%	
TOTAL FROM THIS SHEET					\$ 558,066.00		\$ 469,702.09		\$ -		\$ 469,702.09		\$ 469,702.09		
TOTAL FROM OTHER SHEET					\$ 1,984,171.01		\$ 1,790,839.78		\$ -		\$ 1,790,839.78		\$ 1,790,839.78		
SUBTOTAL					\$ 2,542,237.01		\$ 2,260,541.87		\$ -		\$ 2,260,541.87		\$ 2,260,541.87	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Blvd / Ind. Spur Construct

NOVI PROJECT NO.:

19-2302

PAYMENT NO.:

FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

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	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
60	Test Pile, Steel, 12-inch	EA		4.00	\$ 2,500.00	\$ 10,000.00	4.00	\$ 2,500.00	\$ 10,000.00				4.00	\$ 10,000.00	100%
61	Prebore, Fdn, Piling	LF		60.00	\$ 100.00	\$ 6,000.00	0.00	\$ 100.00	\$ -				0.00	\$ -	
62	Substructure Concrete	CY		167.00	\$ 549.00	\$ 91,683.00	172.41	\$ 549.00	\$ 94,653.09				172.41	\$ 94,653.09	100%
63	Concrete, Grade T	CY		130.00	\$ 200.00	\$ 26,000.00	130.00	\$ 200.00	\$ 26,000.00				130.00	\$ 26,000.00	100%
64	Concrete, Grade S2	CY		662.00	\$ 600.00	\$ 397,200.00	667.50	\$ 600.00	\$ 400,500.00				667.50	\$ 400,500.00	100%
65	Cofferdams, Left in Place	LS		1.00	\$ 300,000.00	\$ 300,000.00	1.00	\$ 300,000.00	\$ 300,000.00				1.00	\$ 300,000.00	100%
66	Culv, Precast 3-Side or Arch, 24x8	LF		97.00	\$ 1,950.00	\$ 189,150.00	97.00	\$ 1,950.00	\$ 189,150.00				97.00	\$ 189,150.00	100%
67	Reinforcement, Steel, Epoxy Coat	LB		60200.00	\$ 1.35	\$ 81,270.00	60200.00	\$ 1.35	\$ 81,270.00				60200.00	\$ 81,270.00	100%
68	Steel Sheet Piling, Permanent	SF		18770.00	\$ 28.00	\$ 525,560.00	18770.00	\$ 28.00	\$ 525,560.00				18770.00	\$ 525,560.00	100%
69	Shear Developers	LS		1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00				1.00	\$ 30,000.00	100%
70	Bridge Railing, 4-Tube	LF		893.00	\$ 275.00	\$ 245,575.00	893.00	\$ 275.00	\$ 245,575.00				893.00	\$ 245,575.00	100%
71	Joint Waterproofing	SF		650.00	\$ 7.00	\$ 4,550.00	450.06	\$ 7.00	\$ 3,150.42				450.06	\$ 3,150.42	100%
72	Joint Waterproofing, Expansion	SF		218.00	\$ 7.00	\$ 1,526.00	6.87	\$ 7.00	\$ 48.09				6.87	\$ 48.09	100%
73	Fence, Chain Link, 72", 3 Barbwire	LF		50.00	\$ 32.00	\$ 1,600.00	0.00	\$ 32.00	\$ -				0.00	\$ -	
74	Fence Gate, 16', 72" Chain Link	EA		1.00	\$ 3,500.00	\$ 3,500.00	0.00	\$ 3,500.00	\$ -				0.00	\$ -	
75	Automatic Sliding Gate	EA		1.00	\$ 23,450.00	\$ 23,450.00	0.00	\$ 23,450.00	\$ -				0.00	\$ -	
76	Concrete Surface Coating	LS		1.00	\$ 8,800.00	\$ 8,800.00	0.00	\$ 8,800.00	\$ -				0.00	\$ -	
77	Sign, Type II, Remove	EA		3.00	\$ 10.00	\$ 30.00	0.00	\$ 10.00	\$ -				0.00	\$ -	
78	Sign, Type III, Remove	EA		9.00	\$ 10.00	\$ 90.00	1.00	\$ 10.00	\$ 10.00				1.00	\$ 10.00	100%
79	Sign, Type II, Erect, Salv	EA		2.00	\$ 75.00	\$ 150.00	0.00	\$ 75.00	\$ -				0.00	\$ -	
80	Sign, Type III, Erect, Salv	EA		7.00	\$ 75.00	\$ 525.00	0.00	\$ 75.00	\$ -				0.00	\$ -	
81	Post, Steel, 3 Lb	LF		362.00	\$ 7.00	\$ 2,534.00	410.00	\$ 7.00	\$ 2,870.00				410.00	\$ 2,870.00	100%
82	Sign, Type IIIA	SF		13.00	\$ 18.00	\$ 234.00	12.50	\$ 18.00	\$ 225.00				12.50	\$ 225.00	100%
83	Sign, Type IIIB	SF		73.00	\$ 18.00	\$ 1,314.00	94.00	\$ 18.00	\$ 1,692.00				94.00	\$ 1,692.00	100%
84	Sign, Type IIB	SF		20.00	\$ 18.00	\$ 360.00	20.00	\$ 18.00	\$ 360.00				20.00	\$ 360.00	100%
85	Pvmt Mrkg, S-T, 4-inch, White	LF		1180.00	\$ 0.45	\$ 531.00	873.00	\$ 0.45	\$ 392.85				873.00	\$ 392.85	100%
86	Pvmt Mrkg, S-T, 4-inch, Yellow	LF		3855.00	\$ 0.45	\$ 1,734.75	928.00	\$ 0.45	\$ 417.60				928.00	\$ 417.60	100%
87	Pvmt Mrkg, S-T, 8-inch, White	LF		170.00	\$ 0.90	\$ 153.00	0.00	\$ 0.90	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET					\$	1,953,519.75		\$	1,911,874.05	\$	-		\$	1,911,874.05	
TOTAL FROM OTHER SHEETS					\$	2,542,237.01		\$	2,260,541.87	\$	-		\$	2,260,541.87	
SUBTOTAL					\$	4,495,756.76		\$	4,172,415.92	\$	-		\$	4,172,415.92	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Blvd / Ind. Spur Construct

NOVI PROJECT NO.:

19-2302

PAYMENT NO.:

FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	CRESCENT BLVD / IND. SPUR, CONTINUED GL# 202-202.00-865.260 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
88	Remove Spec Marking	LF	485.00	\$ 2.95	\$ 1,430.75	0.00	\$ 2.95	\$ -				0.00	\$ -	
89	Pvmt Mrkg, Longit, 6" or less, Rem	LF	985.00	\$ 0.95	\$ 935.75	0.00	\$ 0.95	\$ -				0.00	\$ -	
90	Pvmt Mrkg, W-B, 6", Crosswalk	LF	775.00	\$ 1.25	\$ 968.75	392.00	\$ 1.25	\$ 490.00				392.00	\$ 490.00	100%
91	Pvmt Mrkg, W-B, 18", Stop Bar	LF	215.00	\$ 4.00	\$ 860.00	86.00	\$ 4.00	\$ 344.00				86.00	\$ 344.00	100%
92	Pvmt Mrkg, W-B, Lt Turn Arrow	EA	7.00	\$ 50.00	\$ 350.00	3.00	\$ 50.00	\$ 150.00				3.00	\$ 150.00	100%
93	Pvmt Mrkg, W-B, Thru/Lt Turn Arrow	EA	5.00	\$ 50.00	\$ 250.00	3.00	\$ 50.00	\$ 150.00				3.00	\$ 150.00	100%
94	Pvmt Mrkg, W-B, Thru/Lt Turn Arrow	EA	2.00	\$ 60.00	\$ 120.00	2.00	\$ 60.00	\$ 120.00				2.00	\$ 120.00	100%
95	Pvmt Mrkg, W-B, Thru Arrow	EA	2.00	\$ 40.00	\$ 80.00	2.00	\$ 40.00	\$ 80.00				2.00	\$ 80.00	100%
96	Pvmt Mrkg, W-B, Only Symbol	EA	7.00	\$ 50.00	\$ 350.00	4.00	\$ 50.00	\$ 200.00				4.00	\$ 200.00	100%
97	Controller/Cabinet, Digital RCOC	EA	1.00	\$ 19,300.00	\$ 19,300.00	1.00	\$ 19,300.00	\$ 19,300.00				1.00	\$ 19,300.00	100%
98	Controller/Cabinet, Deliver RCOC	EA	1.00	\$ 310.00	\$ 310.00	1.00	\$ 310.00	\$ 310.00				1.00	\$ 310.00	100%
99	Case Sign, One-Way, 24x30, N-I	EA	4.00	\$ 1,304.00	\$ 5,216.00	4.00	\$ 1,304.00	\$ 5,216.00				4.00	\$ 5,216.00	100%
100	Pedestal, Alum, RCOC	EA	3.00	\$ 780.00	\$ 2,340.00	2.00	\$ 780.00	\$ 1,560.00				2.00	\$ 1,560.00	100%
101	Pedestal, Fdn	EA	3.00	\$ 826.00	\$ 2,478.00	2.00	\$ 826.00	\$ 1,652.00				2.00	\$ 1,652.00	100%
102	Pushbutton and Sign	EA	4.00	\$ 557.00	\$ 2,228.00	4.00	\$ 557.00	\$ 2,228.00				4.00	\$ 2,228.00	100%
103	Service Disconnect	EA	2.00	\$ 1,039.00	\$ 2,078.00	2.00	\$ 1,039.00	\$ 2,078.00				2.00	\$ 2,078.00	100%
104	St Name Sign, T-W, 8', RCOC	EA	3.00	\$ 3,069.00	\$ 9,207.00	3.00	\$ 3,069.00	\$ 9,207.00				3.00	\$ 9,207.00	100%
105	St Name Sign, Bracket, 10', RCOC	EA	3.00	\$ 1,333.00	\$ 3,999.00	3.00	\$ 1,333.00	\$ 3,999.00				3.00	\$ 3,999.00	100%
106	Controller Fdn, Base Mount	EA	1.00	\$ 1,598.00	\$ 1,598.00	1.00	\$ 1,598.00	\$ 1,598.00				1.00	\$ 1,598.00	100%
107	Optical Priority Control Sys, RCOC	EA	1.00	\$ 5,326.00	\$ 5,326.00	1.00	\$ 5,326.00	\$ 5,326.00				1.00	\$ 5,326.00	100%
108	Traffic Loop, Preformed, RCOC	EA	9.00	\$ 1,000.00	\$ 9,000.00	13.00	\$ 1,000.00	\$ 13,000.00				13.00	\$ 13,000.00	100%
109	TS, O-W, Mast Arm, LED	EA	8.00	\$ 1,064.00	\$ 8,512.00	8.00	\$ 1,064.00	\$ 8,512.00				8.00	\$ 8,512.00	100%
110	TS, Ped, O-W, Bracket, LED CD	EA	3.00	\$ 1,055.00	\$ 3,165.00	4.00	\$ 1,055.00	\$ 4,220.00				4.00	\$ 4,220.00	100%
111	TS, Ped, T-W, Bracket, LED CD	EA	1.00	\$ 1,576.00	\$ 1,576.00	0.00	\$ 1,576.00	\$ -				0.00	\$ -	
112	TS, Ped, O-W, Pedestal, LED CD	EA	3.00	\$ 1,071.00	\$ 3,213.00	3.00	\$ 1,071.00	\$ 3,213.00				3.00	\$ 3,213.00	100%
113	Mast Arm Pole, Cat III	EA	4.00	\$ 4,958.00	\$ 19,832.00	4.00	\$ 4,958.00	\$ 19,832.00				4.00	\$ 19,832.00	100%
114	Mast Arm, 35-foot, Cat III	EA	1.00	\$ 5,417.00	\$ 5,417.00	1.00	\$ 5,417.00	\$ 5,417.00				1.00	\$ 5,417.00	100%
115	Mast Arm, 40-foot, Cat III	EA	1.00	\$ 5,978.00	\$ 5,978.00	1.00	\$ 5,978.00	\$ 5,978.00				1.00	\$ 5,978.00	100%
TOTAL FROM THIS SHEET				\$	116,118.25		\$	114,180.00	\$	-		\$	114,180.00	
TOTAL FROM OTHER SHEETS				\$	4,495,756.76		\$	4,172,415.92	\$	-		\$	4,172,415.92	
SUBTOTAL				\$	4,611,875.01		\$	4,286,595.92	\$	-		\$	4,286,595.92	100%



CITY OF NOVI

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 Tel: (248) 347-0454
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APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Blvd / Ind. Spur Construct NOVI PROJECT NO.: 19-2302 PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	<u>CRESCENT BLVD / IND. SPUR, CONTINUED</u> GL# 202-202.00-865.260			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
116	Mast Arm, 50-foot, Cat III	EA	2.00	\$ 7,142.00	\$ 14,284.00	2.00	\$ 7,142.00	\$ 14,284.00				2.00	\$ 14,284.00	100%	
117	Mast Arm Pole Fdn, RCOC	LF	73.00	\$ 320.00	\$ 23,360.00	73.00	\$ 320.00	\$ 23,360.00				73.00	\$ 23,360.00	100%	
118	Conduit, DB, 1, 1 1/4-inch	LF	115.00	\$ 9.00	\$ 1,035.00	58.50	\$ 9.00	\$ 526.50				58.50	\$ 526.50	100%	
119	Conduit, DB, 1, 3-inch	LF	245.00	\$ 13.00	\$ 3,185.00	101.00	\$ 13.00	\$ 1,313.00				101.00	\$ 1,313.00	100%	
120	Conduit, DB, 2, 3-inch	LF	40.00	\$ 19.00	\$ 760.00	40.00	\$ 19.00	\$ 760.00				40.00	\$ 760.00	100%	
121	Conduit, DB, 3, 3-inch	LF	60.00	\$ 20.00	\$ 1,200.00	13.50	\$ 20.00	\$ 270.00				13.50	\$ 270.00	100%	
122	Conduit, DB, 3, 4-inch	LF	15.00	\$ 93.00	\$ 1,395.00	6.00	\$ 93.00	\$ 558.00				6.00	\$ 558.00	100%	
123	Conduit, DB, 1, 4-inch, RCOC	LF	310.00	\$ 28.00	\$ 8,680.00	270.00	\$ 28.00	\$ 7,560.00				270.00	\$ 7,560.00	100%	
124	Conduit, DB, 2, 4-inch, RCOC	LF	100.00	\$ 38.00	\$ 3,800.00	125.00	\$ 38.00	\$ 4,750.00				125.00	\$ 4,750.00	100%	
125	Hh, Round	EA	7.00	\$ 1,094.00	\$ 7,658.00	5.00	\$ 1,094.00	\$ 5,470.00				5.00	\$ 5,470.00	100%	
126	Hh, Square, RCOC	EA	1.00	\$ 2,084.00	\$ 2,084.00	1.00	\$ 2,084.00	\$ 2,084.00				1.00	\$ 2,084.00	100%	
127	Wood Pole, Fit Up, Sec Cable Pole	EA	2.00	\$ 472.00	\$ 944.00	2.00	\$ 472.00	\$ 944.00				2.00	\$ 944.00	100%	
128	Cable, Sec, 600V, 1, 2/C#4#6 Grd	LF	400.00	\$ 8.00	\$ 3,200.00	315.00	\$ 8.00	\$ 2,520.00				315.00	\$ 2,520.00	100%	
129	Power Co. (Est. Cost to Contractor)	DLR	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ 2,000.00	\$ -				0.00	\$ -		
130	RCOC Force Account Fees	DLR	1.00	\$ 50,000.00	\$ 50,000.00	0.00	\$ 50,000.00	\$ -				0.00	\$ -		
131	Casing	LF	63.00	\$ 150.00	\$ 9,450.00	59.00	\$ 150.00	\$ 8,850.00				59.00	\$ 8,850.00	100%	
132	TS Face, Bag	EA	4.00	\$ 85.00	\$ 340.00	10.00	\$ 85.00	\$ 850.00				10.00	\$ 850.00	100%	
133	Warning Sign	LF	1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%	
134	Fish Beacon, Con/Cab, Solid State	EA	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%	
TOTAL FROM THIS SHEET				\$	135,675.00	\$	76,399.50	\$	-	\$	76,399.50				
TOTAL FROM OTHER SHEETS				\$	4,611,875.01	\$	4,286,595.92	\$	-	\$	4,286,595.92				
SUBTOTAL				\$	4,747,550.01	\$	4,362,995.42	\$	-	\$	4,362,995.42			100%	



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Blvd / Ind. Spur Construct

NOVI PROJECT NO.: 19-2302

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	%
135	Non-woven Geotextile, 8 Oz	SY	1	GL# 202-202.00-865.260	4314.96	\$ 3.25	\$ 14,023.63				4314.96	\$ 14,023.63	100%
136	Embankment, CIP, CL II	CY	1	GL# 202-202.00-865.260	3983.55	\$ 28.00	\$ 111,539.40				3983.55	\$ 111,539.40	100%
137	Non Haz Cont. Material Handling & Disp.	CY	1	GL# 202-202.00-865.260	3966.00	\$ 47.40	\$ 187,988.40				3966.00	\$ 187,988.40	100%
138	Masonry and Conc Structure, Rem	CY	1	GL# 202-202.00-865.260	96.00	\$ 85.00	\$ 8,160.00				96.00	\$ 8,160.00	100%
139	Exc/Grade for tiebacks, excavate/backfill	LS	1	GL# 202-202.00-865.260	1.00	\$ 12,500.00	\$ 12,500.00				1.00	\$ 12,500.00	100%
140	Install Galvanized Whaler bolted/shimmed	LS	1	GL# 202-202.00-865.260	1.00	\$ 39,500.00	\$ 39,500.00				1.00	\$ 39,500.00	100%
141	Form/Pour/Cure 2' x 4' deadman	LS	1	GL # 202-202.00-865.260	1.00	\$ 31,500.00	\$ 31,500.00				1.00	\$ 31,500.00	100%
142	Fum/Inst. HS 3/4" rods/plates/locking nut	LS	1	GL # 202-202.00-865.260	1.00	\$ 15,250.00	\$ 15,250.00				1.00	\$ 15,250.00	100%
143	Temporary Fence	LS	1	GL # 202-202.00-865.260	1.00	\$ 4,500.00	\$ 4,500.00				1.00	\$ 4,500.00	100%
144	Septic Tank Water Pumping	LS	1	GL # 202-202.00-865.260	1.00	\$ 1,186.50	\$ 1,186.50				1.00	\$ 1,186.50	100%
145	Temporary Sheeting	LS	1	GL # 202-202.00-865.260	1.00	\$ 7,963.92	\$ 7,963.92				1.00	\$ 7,963.92	100%
146	Cold Weather Concrete Protection	SY	1	GL # 202-202.00-865.260	6175.56	\$ 5.00	\$ 30,877.80				6175.56	\$ 30,877.80	100%
147	Cabinet Controller Painting	LS	1	GL # 202-202.00-865.260	1.00	\$ 1,168.65	\$ 1,168.65				1.00	\$ 1,168.65	100%
148	Backplates	EA	1	GL # 202-202.00-865.260	8.00	\$ 171.15	\$ 1,369.20				8.00	\$ 1,369.20	100%
149	Mast Arm 60 Foot Material Change	EA	1	GL # 202-202.00-865.260	1.00	\$ 1,307.00	\$ 1,307.00				1.00	\$ 1,307.00	100%
150	Damaged Concrete Repair - Corby	LS	1	GL # 202-202.00-865.260	1.00	\$ 8,302.25	\$ 8,302.25				1.00	\$ 8,302.25	100%
151	Toebe 2020 Remobilization	LS	1	GL # 202-202.00-865.260	1.00	\$ 45,000.00	\$ 45,000.00				1.00	\$ 45,000.00	100%
152	Railing Fabrication Extras	LS	1	GL # 202-202.00-865.260	1.00	\$ 89,040.00	\$ 89,040.00				1.00	\$ 89,040.00	100%
153	Traffic Loops, Cut In	EA	1	GL # 202-202.00-865.260	8.00	\$ 2,835.00	\$ 22,680.00				8.00	\$ 22,680.00	100%
154	Toebe Force Account	LS	1	GL # 202-202.00-865.260	1.00	\$ 188,268.61	\$ 188,268.61				1.00	\$ 188,268.61	100%
155	General Filters Gate	LS	1	GL # 202-202.00-865.260	1.00	\$ 10,400.00	\$ 10,400.00				1.00	\$ 10,400.00	100%
156	Traffic Signal Relocate NW Quad	LS	1	GL # 202-202.00-865.260	1.00	\$ 7,928.00	\$ 7,928.00				1.00	\$ 7,928.00	100%
157			0	0	0.00	\$ -	\$ -				0.00	\$ -	
158			0	0	0.00	\$ -	\$ -				0.00	\$ -	
159			0	0	0.00	\$ -	\$ -				0.00	\$ -	
160			0	0	0.00	\$ -	\$ -				0.00	\$ -	
161			0	0	0.00	\$ -	\$ -				0.00	\$ -	
162			0	0	0.00	\$ -	\$ -				0.00	\$ -	

TOTAL FROM THIS SHEET						\$ 840,453.36	\$ -	\$ 840,453.36
TOTAL FROM OTHER SHEETS	\$ 4,747,550.01				\$ 4,362,995.42	\$ -	\$ 4,362,995.42	
GRAND TOTAL	\$ 4,747,550.01				\$ 5,203,448.78	\$ -	\$ 5,203,448.78	100%



CITY OF NOVI

PURCHASE ORDER NO.

95817

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Blvd / Ind. Spur Construct **NOVI PROJECT NO.:** 19-2302 **PAYMENT NO.:** FINAL

Original Contract Amount: \$ 4,747,550.01

Change Orders: \$ 455,898.77

Adjusted Contract Amount to Date: \$ 5,203,448.78

Total Cost of Work Performed to Date: \$ 5,203,448.78

MINUS Retainage: \$ -

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

Net Amt. Earned of Contract and Extra Work to Date: \$ 5,203,448.78

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

Subtotal: \$ 5,203,448.78

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

Subtotal: \$ 5,203,448.78

MINUS Amount of Previous Payments: \$ 5,151,414.28

- 1 \$ 342,544.78
- 2 \$ 255,725.61
- 3 \$ 463,625.92
- 4 \$ 250,919.10
- 5 \$ 455,795.66
- 6 \$ 689,624.95
- 7 \$ 321,442.34
- 8 \$ 198,415.25
- 9 \$ 213,559.53
- 10 \$ 335,310.70
- 11 \$ 275,543.89
- 12 \$ 117,760.41
- 13 \$ 255,179.00
- 14 \$ 420,899.13
- 15 \$ 336,530.07
- 16 \$ 130,086.21
- 17 \$ 88,451.73
- 18 \$ -

BALANCE DUE THIS PAYMENT:

CHANGE ORDERS

No.	Date	Amount
1	May 29, 2019	\$ 13,450.00
2	June 16, 2019	\$ 76,710.54
3	July 25, 2019	\$ 60,609.36
4	August 21, 2019	\$ 55,997.00
5	September 7, 2019	\$ 51,250.00
6	November 20, 2019	\$ 13,655.73
7	December 2, 2019	\$ (3,014.18)
8	June 10, 2020	\$ 1,717.85
9	January 13, 2021	\$ 1,731.66
10	April 2, 2021	\$ 98,230.77
11	May 24, 2021	\$ 85,560.04

TOTAL: \$ 455,898.77

Inspection "Crew Days" Allowed per Contract:	125.00
Additional "Crew Days" per Change Orders:	80.25
Total Inspection "Crew Days" Allowed:	205.25
Inspection "Crew Days" Used to Date:	205.25
Inspection "Crew Days" Remaining:	0.00



CITY OF NOVI

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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Crescent Blvd / Ind. Spur Construct

NOVI PROJECT NO.: 19-2302

PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Signature box for Aaron J. Staup]

Aaron J. Staup, Construction Engineer

Electronic Signature Certification

[Signature box for Toebe Construction, LLC]

Toebe Construction, LLC

CONTRACTOR - Electronic Signature Certification

[Signature box for AECOM-Great Lakes]

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.



CITY OF NOVI

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Balance Due This Payment = \$ 29,425.04

PURCHASE ORDER NO. 97226

APPLICATION FOR FINAL PAYMENT

PROJECT: Bond Street Construction - Phase 2 (Flint Street to Grand River Ave)
NOVI PROJECT NO.: 23-2301
CIP NO.: 092-50
PAYMENT NO.: FINAL

OWNER: City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375
ENGINEER: AECOM-Great Lakes, 39575 Lewis Drive, Suite 400, Novi, Michigan 48377, (248) 204-5900
CONTRACTOR: Toebe Construction, LLC, 28990 Wixom Road, Wixom, Michigan 48393, (248) 349-7500

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

ORIGINAL: \$1,159,186.00 **ORIGINAL:** July 28, 2023 **FROM:**

REVISED: \$1,177,001.45 **REVISED:** **TO:**

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - ROADS CL# 203-449.30-975.170			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1 - Roads	CD		45.00	\$ 700.00	\$ 31,500.00	31.25	\$ 700.00	\$ 21,875.00				31.25	\$ 21,875.00	100%
0	Crew Days - Division 2 - Drains	CD		15.00	\$ 700.00	\$ 10,500.00	9.50	\$ 700.00	\$ 6,650.00				9.50	\$ 6,650.00	100%
0	Crew Days - Division 3 - Water	CD		15.00	\$ 700.00	\$ 10,500.00	11.50	\$ 700.00	\$ 8,050.00				11.50	\$ 8,050.00	100%
0	Crew Days - Division 4	CD		0.00	\$ 700.00	\$ -	0.00	\$ 700.00	\$ -				0.00	\$ -	
0	Crew Days - Division 5	CD		0.00	\$ 700.00	\$ -	0.00	\$ 700.00	\$ -				0.00	\$ -	
	TOTAL CREW DAYS			75.00	\$ 700.00	\$ 52,500.00	52.25	\$ 700.00	\$ 36,575.00	0.00			52.25	\$ 36,575.00	100%
1	Mobilization	LS		1.00	\$ 80,596.32	\$ 80,596.32	1.00	\$ 80,596.32	\$ 80,596.32				1.00	\$ 80,596.32	100%
2	Pre-Construction Audio-Visual	LS		1.00	\$ 1,465.39	\$ 1,465.39	1.00	\$ 1,465.39	\$ 1,465.39				1.00	\$ 1,465.39	100%
3	Maintaining Traffic	LS		1.00	\$ 4,884.63	\$ 4,884.63	1.00	\$ 4,884.63	\$ 4,884.63				1.00	\$ 4,884.63	100%
4	Clearing	LS		1.00	\$ 4,884.63	\$ 4,884.63	1.00	\$ 4,884.63	\$ 4,884.63				1.00	\$ 4,884.63	100%
5	Pavement, Removal	SY		95.00	\$ 10.00	\$ 950.00	88.89	\$ 10.00	\$ 888.90				88.89	\$ 888.90	100%
6	Sidewalk, Removal	SY		144.00	\$ 10.00	\$ 1,440.00	148.84	\$ 10.00	\$ 1,488.40				148.84	\$ 1,488.40	100%
7	Curb and Gutter, Remove	LF		187.00	\$ 10.00	\$ 1,870.00	190.50	\$ 10.00	\$ 1,905.00				190.50	\$ 1,905.00	100%
8	Guardrail, Remove	LF		75.00	\$ 10.00	\$ 750.00	75.00	\$ 10.00	\$ 750.00				75.00	\$ 750.00	100%
9	Fence, Remove	LF		683.00	\$ 3.00	\$ 2,049.00	683.00	\$ 3.00	\$ 2,049.00				683.00	\$ 2,049.00	100%
10	Subgrade Undercutting, Special	CY		300.00	\$ 58.00	\$ 17,400.00	340.20	\$ 58.00	\$ 19,731.60				340.20	\$ 19,731.60	100%
11	Roadway Grading	STA		5.10	\$ 12,000.00	\$ 61,200.00	5.10	\$ 12,000.00	\$ 61,200.00				5.10	\$ 61,200.00	100%
12	Silt Fence	LF		700.00	\$ 3.50	\$ 2,450.00	132.00	\$ 3.50	\$ 462.00				132.00	\$ 462.00	100%
13	Curb and Gutter, Inlet Filter	EA		11.00	\$ 150.00	\$ 1,650.00	9.00	\$ 150.00	\$ 1,350.00				9.00	\$ 1,350.00	100%
14	Agg Base, 21AA, Limestone, 10"	SY		2908.00	\$ 22.00	\$ 63,976.00	2334.33	\$ 22.00	\$ 51,355.26				2334.33	\$ 51,355.26	100%
15	Agg Base, 21AA, Limestone, 6"	SY		1105.00	\$ 15.00	\$ 16,575.00	851.78	\$ 15.00	\$ 12,776.70				851.78	\$ 12,776.70	100%
16	Tensar TX5 Geogrid	SY		2565.00	\$ 6.50	\$ 16,672.50	2496.53	\$ 6.50	\$ 16,227.45				2496.53	\$ 16,227.45	100%
17	HMA, 36A	TON		67.00	\$ 160.00	\$ 10,720.00	0.00	\$ 160.00	\$ -				0.00	\$ -	
18	HMA, 13A	TON		69.00	\$ 150.00	\$ 10,350.00	0.00	\$ 150.00	\$ -				0.00	\$ -	
19	HMA, 3E3	TON		655.00	\$ 101.00	\$ 66,155.00	0.00	\$ 101.00	\$ -				0.00	\$ -	
20	HMA, 5E3	TON		292.00	\$ 130.00	\$ 37,960.00	0.00	\$ 130.00	\$ -				0.00	\$ -	
21	HMA, Approach	TON		15.00	\$ 260.00	\$ 3,900.00	0.00	\$ 260.00	\$ -				0.00	\$ -	
22	Underdrain, Subgrade, O-G, 6"	LF		1018.00	\$ 19.50	\$ 19,851.00	906.00	\$ 19.50	\$ 17,667.00				906.00	\$ 17,667.00	100%
23	Curb and Gutter, Conc, Det F4	LF		1028.00	\$ 20.50	\$ 21,074.00	1133.00	\$ 20.50	\$ 23,226.50				1133.00	\$ 23,226.50	100%
24	Driveway Opening, Conc, Det M	LF		142.00	\$ 25.00	\$ 3,550.00	167.49	\$ 25.00	\$ 4,187.25				167.49	\$ 4,187.25	100%

TOTAL THIS SHEET \$ 452,373.47 \$ 307,096.03 \$ - \$ 307,096.03 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Bond Street Construction - Phase 2
(Flint Street to Grand River Ave) **NOVI PROJECT NO.:** 23-2301 **PAYMENT NO.:** FINAL
CIP NO.: 092-50

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - ROADS, Continued CL# 203-449.30-975.170 Description of Item Unit			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
				Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Sidewalk, Conc, 5-ft wide, 4-inch	SF	2517.00	\$ 4.50	\$ 11,326.50	3586.23	\$ 4.50	\$ 16,138.04				3586.23	\$ 16,138.04	100%	
26	Sidewalk Ramp, Conc, 6-inch	SF	1333.00	\$ 6.00	\$ 7,998.00	1489.39	\$ 6.00	\$ 8,936.34				1489.39	\$ 8,936.34	100%	
27	Detectable Warning Surface	LF	78.00	\$ 45.00	\$ 3,510.00	80.75	\$ 45.00	\$ 3,633.75				80.75	\$ 3,633.75	100%	
28	Case Sign. Remove	EA	2.00	\$ 255.00	\$ 510.00	2.00	\$ 255.00	\$ 510.00				2.00	\$ 510.00	100%	
29	TS, Q-W, Mast Arm, Mtd (LED)	EA	2.00	\$ 1,925.00	\$ 3,850.00	0.00	\$ 1,925.00					0.00			
30	Surface Restoration	LS	1.00	\$ 15,240.04	\$ 15,240.04	1.00	\$ 15,240.04	\$ 15,240.04				1.00	\$ 15,240.04	100%	
31	Permanent Signing	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ 25,000.00				1.00	\$ 25,000.00	100%	
32	Permanent Pavement Markings	LS	1.00	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	\$ 12,000.00				1.00	\$ 12,000.00	100%	

TOTAL FROM THIS SHEET	\$	79,434.54	\$	81,458.17	\$	-	\$	81,458.17
TOTAL FROM OTHER SHEET	\$	452,373.47	\$	307,096.03	\$	-	\$	307,096.03
SUBTOTAL	\$	531,808.01	\$	388,554.19	\$	-	\$	388,554.19

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Bond Street Construction - Phase 2 (Flint Street to Grand River Ave) **NOVI PROJECT NO.:** 23-2301 **PAYMENT NO.:** FINAL
CIP NO.: 092-50

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 3 - WATER MAIN GL# 592-536.00-975.170			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
51	Mobilization	LS	1.00	\$ 31,164.92	\$ 31,164.92	1.00	\$ 31,164.92	\$ 31,164.92				1.00	\$ 31,164.92	100%	
52	Pre-Construction Audio-Visual	LS	1.00	\$ 566.63	\$ 566.63	1.00	\$ 566.63	\$ 566.63				1.00	\$ 566.63	100%	
53	Maintaining Traffic	LS	1.00	\$ 1,888.78	\$ 1,888.78	1.00	\$ 1,888.78	\$ 1,888.78				1.00	\$ 1,888.78	100%	
54	Clearing	LS	1.00	\$ 1,888.78	\$ 1,888.78	1.00	\$ 1,888.78	\$ 1,888.78				1.00	\$ 1,888.78	100%	
55	Gate Box, Adjust	EA	2.00	\$ 809.00	\$ 1,618.00	0.00	\$ 809.00	\$ -				0.00	\$ -		
56	WM, DI, 8-inch, Tr Det G	LF	362.00	\$ 136.00	\$ 49,232.00	353.00	\$ 136.00	\$ 48,008.00				353.00	\$ 48,008.00	100%	
57	WM, HDPE, 8-inch, D-D	LF	165.00	\$ 525.00	\$ 86,625.00	176.00	\$ 525.00	\$ 92,400.00				176.00	\$ 92,400.00	100%	
58	8-inch Tapping Sleeve and Valve	EA	1.00	\$ 9,920.00	\$ 9,920.00	1.00	\$ 9,920.00	\$ 9,920.00				1.00	\$ 9,920.00	100%	
59	Gate Valve and Box, 8-inch	EA	2.00	\$ 2,214.00	\$ 4,428.00	2.00	\$ 2,214.00	\$ 4,428.00				2.00	\$ 4,428.00	100%	
60	Gate Valve and Box, 6-inch	EA	2.00	\$ 2,070.00	\$ 4,140.00	2.00	\$ 2,070.00	\$ 4,140.00				2.00	\$ 4,140.00	100%	
61	Gate Well, 60-inch Diameter	EA	3.00	\$ 5,900.00	\$ 17,700.00	3.00	\$ 5,900.00	\$ 17,700.00				3.00	\$ 17,700.00	100%	
62	Dr Structure Cover, Type Q	EA	3.00	\$ 793.00	\$ 2,379.00	3.00	\$ 793.00	\$ 2,379.00				3.00	\$ 2,379.00	100%	
63	Fire Hydrant	EA	2.00	\$ 5,198.00	\$ 10,396.00	2.00	\$ 5,198.00	\$ 10,396.00				2.00	\$ 10,396.00	100%	
64	WM, DI, 6-inch, Tr Det G	LF	8.00	\$ 105.00	\$ 840.00	4.00	\$ 105.00	\$ 420.00				4.00	\$ 420.00	100%	
65	Surface Restoration	LS	1.00	\$ 5,893.00	\$ 5,893.00	1.00	\$ 5,893.00	\$ 5,893.00				1.00	\$ 5,893.00	100%	
TOTAL FROM THIS SHEET					\$ 228,680.11		\$ 231,193.11	\$ -			\$ 231,193.11				
TOTAL FROM OTHER SHEETS					\$ 930,505.89		\$ 722,703.29	\$ -			\$ 722,703.29				
SUBTOTAL					\$ 1,159,186.00		\$ 953,896.40	\$ -			\$ 953,896.40		100%		



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Bond Street Construction - Phase 2 (Flint Street to Grand River Ave) **NOVI PROJECT NO.:** 23-2301 **PAYMENT NO.:** FINAL
CIP NO.: 092-50

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	%
66	TS, Mast Arm Mtd, Rem	Ea	1	203-449.30-975.170	2.00	\$ 197.40	\$ 394.80				2.00	\$ 394.80	100%
67	TS, One Way Mast Arm, Mtd FYA	Ea	1	203-449.30-975.170	2.00	\$ 2,169.30	\$ 4,338.60				2.00	\$ 4,338.60	100%
68	Backplate TS	Ea	1	203-449.30-975.170	4.00	\$ 325.00	\$ 1,300.00				4.00	\$ 1,300.00	100%
69	HMA, 3E3	Ton	1	203-449.30-975.170	540.08	\$ 133.00	\$ 71,830.64				540.08	\$ 71,830.64	100%
70	HMA, 5E3	Ton	1	203-449.30-975.170	304.30	\$ 157.00	\$ 47,775.10				304.30	\$ 47,775.10	100%
71	HMA, Approach	Ton	1	203-449.30-975.170	10.50	\$ 300.00	\$ 3,150.00				10.50	\$ 3,150.00	100%
72	HMA, 13A	Ton	1	203-449.30-975.170	76.45	\$ 184.00	\$ 14,066.80				76.45	\$ 14,066.80	100%
73	Digital Loop Detector	Ea	1	203-449.30-975.170	8.00	\$ 669.90	\$ 5,359.20				8.00	\$ 5,359.20	100%
74	Traffic Loop	Ea	1	203-449.30-975.170	10.00	\$ 2,857.91	\$ 28,579.10				10.00	\$ 28,579.10	100%
75	Street Name Sign, 8' T-W, w/ Mount	Ea	1	203-449.30-975.170	1.00	\$ 4,509.75	\$ 4,509.75				1.00	\$ 4,509.75	100%
76	TS, OW Mast Arm Mtd, Five Sect	Ea	1	203-449.30-975.170	2.00	\$ 2,310.00	\$ 4,620.00				2.00	\$ 4,620.00	100%
77	Concrete Price Adjustment	LS	1	203-449.30-975.170	1.00	\$ 6,955.60	\$ 6,955.60				1.00	\$ 6,955.60	100%
78	Lane Designation Signs on Crescent	LS	1	203-449.30-975.170	1.00	\$ 1,326.00	\$ 1,326.00				1.00	\$ 1,326.00	100%
79	Sanitary Structure Force Account	LS	2	211-445-00-975.170	1.00	\$ 10,609.13	\$ 10,609.13				1.00	\$ 10,609.13	100%
80	Intersection Re-Pave Force Account	LS	1	203-449.30-975.170	1.00	\$ 15,192.83	\$ 15,192.83				1.00	\$ 15,192.83	100%
81	Additional Pavement Markings	LS	1	203-449.30-975.170	1.00	\$ 3,097.50	\$ 3,097.50				1.00	\$ 3,097.50	100%
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	\$ -	
87			0	0	0.00	\$ -	\$ -				0.00	\$ -	
88			0	0	0.00	\$ -	\$ -				0.00	\$ -	
89			0	0	0.00	\$ -	\$ -				0.00	\$ -	
90			0	0	0.00	\$ -	\$ -				0.00	\$ -	
91			0	0	0.00	\$ -	\$ -				0.00	\$ -	
92			0	0	0.00	\$ -	\$ -				0.00	\$ -	
93			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 223,105.05	\$ -			\$ 223,105.05		
TOTAL FROM OTHER SHEETS						\$ 1,159,186.00	\$ 953,896.40	\$ -			\$ 953,896.40		
GRAND TOTAL						\$ 1,159,186.00	\$ 1,177,001.45	\$ -			\$ 1,177,001.45	100%	



CITY OF NOVI

PURCHASE ORDER NO.

97226

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Bond Street Construction - Phase 2 (Flint Street to Grand River Ave) **NOVI PROJECT NO.:** 23-2301 **PAYMENT NO.:** FINAL
CIP NO.: 092-50

Original Contract Amount: \$ 1,159,186.00

Change Orders: \$ 17,815.45

Adjusted Contract Amount to Date: \$ 1,177,001.45

Total Cost of Work Performed to Date: \$ 1,177,001.45

MINUS Retainage: \$ 0%

MINUS Inspection "Crew Days": To Date \$ 52.25

This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 1,177,001.45

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

\$ amount/day = \$900

Subtotal: \$ 1,177,001.45

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

Subtotal: \$ 1,177,001.45

MINUS Amount of Previous Payments: \$ 1,147,576.41

- 1 \$ 56,502.90
- 2 \$ 192,361.90
- 3 \$ 94,933.83
- 4 \$ 409,855.90
- 5 \$ 40,849.19
- 6 \$ 166,929.77
- 7 \$ 92,483.09
- 8 \$ 6,607.82
- 9 \$ 14,196.45
- 10 \$ 67,507.65
- 11 \$ 5,347.91
- 12 \$ -

BALANCE DUE THIS PAYMENT: \$ **29,425.04**

CHANGE ORDERS

No.	Date	Amount
1	April 14, 2023	\$ 45,810.00
2	May 30, 2023	\$ (7,492.82)
3	June 30, 2023	\$ (1,307.85)
4	June 30, 2023	\$ 6,955.60
5	October 12, 2023	\$ 1,986.00
6	November 8, 2023	\$ (33,620.52)
7	December 5, 2023	\$ 5,485.04
8		
9		
10		

TOTAL: \$ **17,815.45**

Inspection "Crew Days" Allowed per Contract:	75.00
Additional "Crew Days" per Change Orders:	-22.75
Total Inspection "Crew Days" Allowed:	52.25
Inspection "Crew Days" Used to Date:	52.25
Inspection "Crew Days" Remaining:	0.00



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:	Bond Street Construction - Phase 2 (Flint Street to Grand River Ave)	NOVI PROJECT NO.:	23-2301	PAYMENT NO.:	FINAL
		CIP NO.:	092-50		

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, 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 COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

X

Bond No. 82448961

PROJECT: Crescent Blvd. & Industrial Spur Construction
(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

18th

day of **January, 2023**

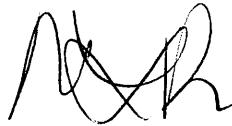
Surety Company
Federal Insurance Company


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
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Alan P. Chandler, Jeffrey A. Chandler, Ian J. Donald, Kathleen M. Irelan, Meagan L. Reynolds, 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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of October, 2021.

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 15th day of October, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316661
Commission Expires July 16, 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; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **January 18th, 2023**



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

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 82448961

IN FAVOR OF **City of Novi**

ON BEHALF OF **Toebe Construction LLC**

EFFECTIVE **4/5/2019**

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:

Increase Maintenance Bond Amount

From: Four Million Seven Hundred Twenty Thousand Six Hundred and 01/100 (\$4,720,600.01)

To: Six Million Three Hundred Eighty Thousand Four Hundred Fifty and 23/100 (\$6,380,450.23)


EFFECTIVE: 10/28/2024

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 10/28/2024

Federal Insurance Company

Surety



Susan L. Small Attorney-in-Fact



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Alan P. Chandler, Jeffrey A. Chandler, Meagan L. Reynolds, 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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 2nd day of August, 2024.

Rupert H.D. Swindells

Rupert H.D. Swindells, Assistant Secretary

Warren Eichhorn

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 2nd day of August, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
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; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE 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 10/28/2024



Rupert H.D. Swindells
Rupert H.D. Swindells, 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

SUB TOTALS								
Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
TOTALS								

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 23 day of March, 2023.

Brandon Barber, Notary Public
Oakland County, Michigan
 My commission expires: July 15 2027
 Acting in Oakland County

BRANDON BARBER
 Notary Public, State Of Michigan
 County Of Oakland
 My Commission Expires July 15, 2027
 Acting in the County of Oakland

73021
per Jeff
J

FULL UNCONDITIONAL WAIVER

My/our contract with Toebe Construction LLC to provide
(other contracting party)
Labor and/or Material for the improvement of the property described as
Bond Street Construction = Phase 2
Toebe Job # 58821 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.

Action Traffic Maintenance

(Name of Company)

Jeffrey Irvin

(Printed Name of Claimant)

[Signature]
(Signature of Claimant)

5182 S. Saginaw Rd.

(Address)

Grand Blanc, MI 48507

810-695-7516

(Telephone)

10/25/2024

(Date)

VP of Finance
(Title)

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

FULL UNCONDITIONAL WAIVER

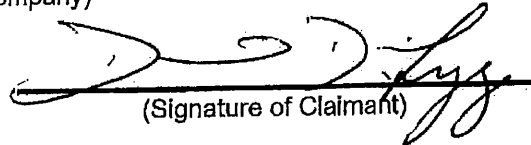
My/our contract with Toebe Construction LLC to provide
(other contracting party)
Labor and/or Material for the improvement of the property described as
Bond Street Construction - Phase 2
Toebe Job # 58821 having been

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D.V.M. UTILITIES, INC
(Name of Company)

DANIEL DILEGGE
(Printed Name of Claimant)


(Signature of Claimant)

6045 SIMS DR SUITE 2
(Address)
STERLING HEIGHTS, MI 48313

10-23-24
(Date)

586-979-0402
(Telephone)

President
(Title)

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

FULL UNCONDITIONAL WAIVER

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(other contracting party)
Labor and/or Material for the improvement of the property described as
Bond Street Construction - Phase 2
Toebe Job # 58821 having been

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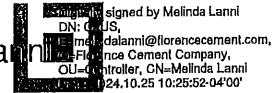
Florence Cement Company

(Name of Company)

Melinda Lanni

(Printed Name of Claimant)

Melinda Lanni



(Signature of Claimant)

51515 Corridor Dr.

(Address)

Shelby, MI 48315

586-997-2666

(Telephone)

10/25/2024

(Date)

Controller

(Title)

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

FULL UNCONDITIONAL WAIVER

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Labor and/or Material for the improvement of the property described as
Bond Street Construction - Phase 2
Toebe Job # 58821 having been

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GM & Sons, Inc.

(Name of Company)

Hugo Gallegos

(Printed Name of Claimant)



(Signature of Claimant)

46900 West Road

(Address)

Novi, MI 48377

248-956-7939

(Telephone)

10/25/24

(Date)

President

(Title)

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

FULL UNCONDITIONAL WAIVER

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(other contracting party)
Labor and/or Material for the improvement of the property described as
Bond Street Construction - Phase 2
Toebe Job # 58821 having been

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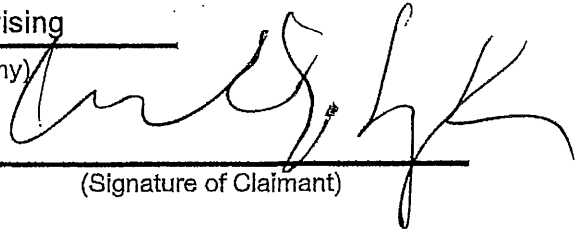
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M & K Jetting and Televising

(Name of Company)

Mark Konopacki

(Printed Name of Claimant)



(Signature of Claimant)

3201 W Michigan Ave

(Address)

Jackson, MI 49202

(517)783-1819

(Telephone)

10/22/2024

(Date)

owner

(Title)

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

FULL UNCONDITIONAL WAIVER

My/our contract with Toebe Construction LLC to provide
(other contracting party)
Labor and/or Material for the improvement of the property described as

Bond Street Construction - Phase 2

Toebe Job # 58821 having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights
against such property are hereby waived and released. *Conditional upon payment with check # 080765*
\$ 3,241.25

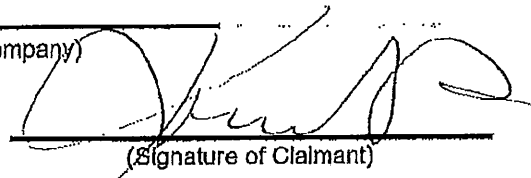
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P.K. Contracting

Kimberly A. Tomatti
(Name of Company)

Agent

(Printed Name of Claimant)


(Signature of Claimant)

(Address)

10-28-24
(Date)

(Telephone)

AR Coordinator
(Title)

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

FULL UNCONDITIONAL WAIVER

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(other contracting party)
Labor and/or Material for the improvement of the property described as
Bond Street Construction - Phase 2
Toebe Job # 58821 having been

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Rauhorn Electric, Inc.

(Name of Company)

Laura Ferraro

(Printed Name of Claimant)

Laura Ferraro

(Signature of Claimant)

Digitally signed by Laura Ferraro
Date: 2024.10.25 12:00:38 -04'00'

14140 33 Mile Rd

(Address)

Bruce Twp, MI 48065

586-992-0400

(Telephone)

10/25/2024

(Date)

Controller

(Title)

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

FULL UNCONDITIONAL WAIVER

My/our contract with Toebe Construction LLC to provide
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State Barricades Inc

(Name of Company)

Courtne Bouchard

(Printed Name of Claimant)

Courtne Bouchard

(Signature of Claimant)

24806 Industrial Hwy

(Address)

Warren MI, 48089

586-756-8282

(Telephone)

10/22/24

(Date)

City Job Administrator

(Title)

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

FULL UNCONDITIONAL WAIVER

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Tranquility Springs LLC
(Name of Company)

Lisa Apone
(Printed Name of Claimant)


(Signature of Claimant)

6024 Hunters Ridge
(Address)
Washington, MI 48094
586-677-2890
(Telephone)

10/23/2024
(Date)
Managing Member
(Title)

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

FULL UNCONDITIONAL WAIVER

My/our contract with Toebe Construction LLC to provide
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Watertap, Inc.

(Name of Company)

Linda S. Carpani

(Printed Name of Claimant)



(Signature of Claimant)

48595 West Road

(Address)
Wixom, MI 48393

248.437.7023

(Telephone)

10/22/2024

(Date)

Vice President

(Title)

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

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
TOTALS								

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 25 day of October, 2024.

Brandon Barber, Notary Public
Oakland County, Michigan
 My commission expires: July 15, 2027
 Acting in Oakland County

BRANDON BARBER
Notary Public, State Of Michigan
County Of Oakland
My Commission Expires July 15, 2027
Acting in the County of Oakland

73021
per Jeff
J

FULL UNCONDITIONAL WAIVER

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(other contracting party)
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Bond Street Construction = Phase 2
Toebe Job # 58821 having been

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Action Traffic Maintenance

(Name of Company)

Jeffrey Irvin

(Printed Name of Claimant)

[Signature]
(Signature of Claimant)

5182 S. Saginaw Rd.

(Address)

Grand Blanc, MI 48507

810-695-7516

(Telephone)

10/25/2024

(Date)

VP of Finance
(Title)

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

FULL UNCONDITIONAL WAIVER

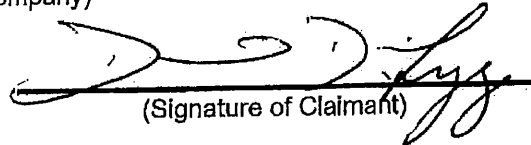
My/our contract with Toebe Construction LLC to provide
(other contracting party)
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Bond Street Construction - Phase 2
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D.V.M. UTILITIES, INC
(Name of Company)

DANIEL DILEGGE
(Printed Name of Claimant)


(Signature of Claimant)

6045 SIMS DR SUITE 2
(Address)
STERLING HEIGHTS, MI 48313

10-23-24
(Date)

586-979-0402
(Telephone)

President
(Title)

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

FULL UNCONDITIONAL WAIVER

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Florence Cement Company

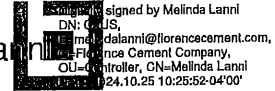
(Name of Company)

Melinda Lanni

(Printed Name of Claimant)

Melinda Lanni

(Signature of Claimant)



51515 Corridor Dr.

(Address)

Shelby, MI 48315

586-997-2666

(Telephone)

10/25/2024

(Date)

Controller

(Title)

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GM & Sons, Inc.

(Name of Company)

Hugo Gallegos

(Printed Name of Claimant)



(Signature of Claimant)

46900 West Road

(Address)

Novi, MI 48377

248-956-7939

(Telephone)

10/25/24

(Date)

President

(Title)

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

FULL UNCONDITIONAL WAIVER

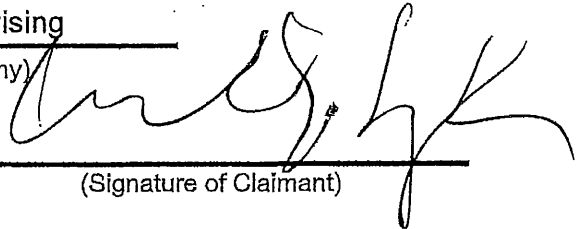
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M & K Jetting and Televising

(Name of Company)



Mark Konopacki

(Printed Name of Claimant)

(Signature of Claimant)

3201 W Michigan Ave

(Address)

Jackson, MI 49202

(517)783-1819

(Telephone)

10/22/2024

(Date)

owner

(Title)

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

FULL UNCONDITIONAL WAIVER

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Toebe Job # 58821 having been

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\$ 3,241.25

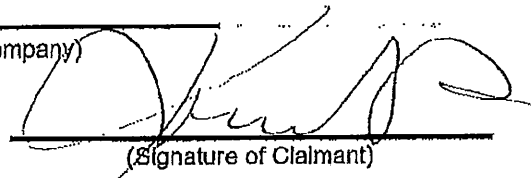
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P.K. Contracting

Kimberly A. Tomatti
(Name of Company)

Agent

(Printed Name of Claimant)


(Signature of Claimant)

(Address)

10-28-24
(Date)

(Telephone)

AR Coordinator
(Title)

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Rauhorn Electric, Inc.

(Name of Company)

Laura Ferraro

(Printed Name of Claimant)

Laura Ferraro

(Signature of Claimant)

Digitally signed by Laura Ferraro
Date: 2024.10.25 12:00:38 -04'00'

14140 33 Mile Rd

(Address)

Bruce Twp, MI 48065

586-992-0400

(Telephone)

10/25/2024

(Date)

Controller

(Title)

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

FULL UNCONDITIONAL WAIVER

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State Barricades Inc

(Name of Company)

Courtne Bouchard

(Printed Name of Claimant)

Courtne Bouchard

(Signature of Claimant)

24806 Industrial Hwy

(Address)

Warren MI, 48089

586-756-8282

(Telephone)

10/22/24

(Date)

City Job Administrator

(Title)

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FULL UNCONDITIONAL WAIVER

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Tranquility Springs LLC
(Name of Company)

Lisa Apone
(Printed Name of Claimant)

[Signature]
(Signature of Claimant)

6024 Hunters Ridge
(Address)
Washington, MI 48094
586-677-2890
(Telephone)

10/23/2024
(Date)
Managing Member
(Title)

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FULL UNCONDITIONAL WAIVER

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Watertap, Inc.

(Name of Company)

Linda S. Carpani

(Printed Name of Claimant)



(Signature of Claimant)

48595 West Road

(Address)
Wixom, MI 48393

248.437.7023

(Telephone)

10/22/2024

(Date)

Vice President

(Title)

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