



**CITY OF NOVI CITY COUNCIL
JULY 12, 2021**

SUBJECT: Approval of the final payment to Anglin Civil, LLC. for the Thornton Creek, Lakeshore Park and Pavilion Shore Park Shoreline Stabilization project, in the amount of \$8,764.28, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 8,764.28 Retainage <u>\$ 0.00 Expenditure</u> \$ 8,764.28 Total
AMOUNT BUDGETED	\$ 18,637.00 Pavilion Shore Park Shoreline Protection \$ 28,112.00 Lakeshore Park Shoreline Protection <u>\$ 0.00 Thornton Creek Streambank Stabilization</u> \$ 46,749.00 Total (FY 2020-21 Budget)
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	400-691.00-977.026 Pavilion Shore Park Shoreline Protection 400-691.00-977.025 Lakeshore Park Shoreline Protection 210-211.00-865.150 Thornton Creek Streambank Stabilization

BACKGROUND INFORMATION:

Novi Parks, Recreation and Cultural Services (PRCS) and DPW Engineering Division met with a representative from the Michigan Department of Environment, Great Lakes & Energy (MDEGLE) in June 2017 to review the erosion status on the Walled Lake shorelines at both Lakeshore Park and Pavilion Shore Park.

When Pavilion Shore Park was developed in 2013, several trees with 2-3-inch truck diameters were removed along the shoreline. These removals required an erosion device that could armor the banks of the shoreline long enough for a more desired vegetation could stabilize the area. Coir logs are tube-shaped, erosion control devices filled with

straw, flax, rice, coconut fiber and composted materials which were used to permanently stabilize the shoreline. Unfortunately, the logs failed due to constant wave action and the down current of the lake. Additionally, the winter ice floe contributed significantly to the further deterioration of the coir logs and live stake plantings.

Lakeshore Park also experienced heavy erosion of its shoreline due to the same wave action and ice floe. While sand is added to the beach area annually, a long-term solution was necessary for the rest of the park's lakefront areas.

During the site visit with the MDEGLE, staff was informed that concrete retaining walls would not be acceptable, and the use of natural stone and features was preferred. The Engineering Division worked in collaboration with the City's Engineering Consultant, AECOM, to provide a shoreline repair design as well as additional park improvements.

Another project that was incorporated as part of this contract was a streambank stabilization of a portion of the Thornton Creek, located at the southwest corner of 9 Mile Road and Center Street. This portion of the creek had experienced severe erosion at the upper banks to include an existing concrete apron. The repairs focused on the removal of the concrete apron and replacing it with an articulating concrete block system known as Geoweb/Armorflex Channel Liner. The area also included the addition of rip-rap along the creek bottom, nearest to the highest flow velocities.

The construction contract was approved at the June 17, 2019, City Council meeting to Anglin Civil, LLC., in the amount of \$318,930.10. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$8,764.28 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, June 11, 2021).

There was one (1) approved change order issued resulting in an overall increase of \$31,641.16 or 9.9% over the awarded amount. The approved change order resulted in a final contract price of \$350,571.26.

RECOMMENDED ACTION: Approval of the final payment to Anglin Civil, LLC. for the Thornton Creek, Lakeshore Park and Pavilion Shore Park Shoreline Stabilization project, in the amount of \$8,764.28, plus interest earned on retainage.

Pavilion Shore Park, Lakeshore Park and Thornton Creek Culvert Erosion Control and Streambank Restoration

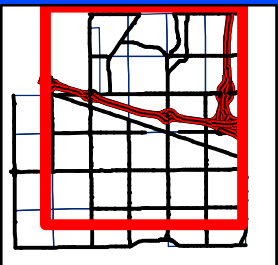
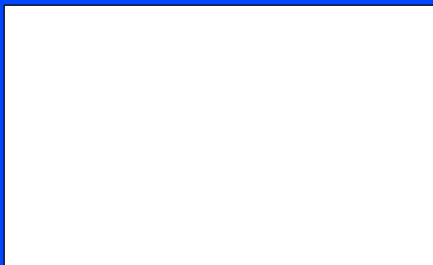


Map Author: Joseph Akers
Date: March 13, 2019
Project: Pavilion Shore, Lakeshore and Thornton
Version: 1

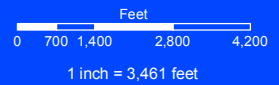
Amended By:
Date:
Department:

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



THORNTON CREEK, LAKESHORE, PAVILION SHORE - SHORELINE STABILIZATIONS



Thornton Creek culvert crossing at 9 Mile and Center Street prior to work beginning.



Thornton Creek culvert crossing at 9 Mile and Center Street - clearing and grading.



Thornton Creek culvert crossing at 9 Mile and Center Street – start of restoration.



Thornton Creek – Restoration Complete.



Lakeshore Park – concrete pour of the new boat launch.



Lakeshore Park – Eastern sidewalk, lake ramp and picnic table bases



Lakeshore Park – Revised grading near the tunnel and beach stabilization



Lakeshore Park – Eastern rip-rap anchored shoreline stabilization



Pavilion Shore Park – Western rip-rapped shoreline near the wooden boardwalk look-out.



Pavilion Shore Park – Rip-rap lined shoreline along the western half



Pavilion Shore Park – The winter after installation holding up well to the ice-floe.



Pavilion Shore Park – Winter-time shoreline east of concrete look-out.

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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Farmington Hills, Michigan 48331
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 11, 2021

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

Re: *Shoreline Erosion Control Project*
Anglin Civil, LLC
Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Shoreline Erosion Control Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waiver of Lien (Subcontractor)
4. 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. The Contractor will be required to sign its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

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 = \$ 8,764.28

PURCHASE ORDER NO.

95920

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Shoreline Erosion Improvements	NOVI PROJECT NO.: 19-3404	PAYMENT NO.: FINAL
	CIP NO.: ENG035 (Lakeshore); ENG036 (Pavilion); ENG032 (Thornton)	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: AECOM-Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: Anglin Civil, LLC 13000 Newburgh Road Livonia, Michigan 48150 (248) 397-4200
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$318,930.10	ORIGINAL: September 6, 2019	FROM: November 20, 2020
REVISED: \$350,571.26	REVISED:	TO: April 16, 2021
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	<u>Division 1 - Lakeshore Shoreline Improvements</u>		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	GL# 400-691.00-977.025		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	20.00	\$ 700.00	\$ 14,000.00	20.00	\$ 700.00	\$ 14,000.00				20.00	\$ 14,000.00	100%
1	Mobilization, Max 10%	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 15,000.00				1.00	\$ 15,000.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 3,306.25	\$ 3,306.25	1.00	\$ 3,306.25	\$ 3,306.25				1.00	\$ 3,306.25	100%
3	Maintaining Traffic	LS	1.00	\$ 2,875.00	\$ 2,875.00	1.00	\$ 2,875.00	\$ 2,875.00				1.00	\$ 2,875.00	100%
4	Surface Restoration	LS	1.00	\$ 14,375.00	\$ 14,375.00	1.00	\$ 14,375.00	\$ 14,375.00				1.00	\$ 14,375.00	100%
5	Excavation, Earth	CY	66.00	\$ 23.00	\$ 1,518.00	0.00	\$ 23.00	\$ -				0.00	\$ -	
6	Rem Ex Boat Access Ramp (in water)	LS	1.00	\$ 17,250.00	\$ 17,250.00	1.00	\$ 17,250.00	\$ 17,250.00				1.00	\$ 17,250.00	100%
7	Conc Pvmnt, Non-Reinf, 9-inch	SF	600.00	\$ 23.00	\$ 13,800.00	523.95	\$ 23.00	\$ 12,050.85				523.95	\$ 12,050.85	100%
8	Concrete Planks, 6" X 6' X 15'	SF	1260.00	\$ 46.00	\$ 57,960.00	1260.00	\$ 46.00	\$ 57,960.00				1260.00	\$ 57,960.00	100%
9	Agg Base, 21AA Limestone, 8-inch	SY	261.00	\$ 21.85	\$ 5,702.85	198.00	\$ 21.85	\$ 4,326.30				198.00	\$ 4,326.30	100%
10	Geotextile, Separator	SY	261.00	\$ 5.75	\$ 1,500.75	198.00	\$ 5.75	\$ 1,138.50				198.00	\$ 1,138.50	100%
11	Conc Pad for Picnic Table	SF	220.00	\$ 28.75	\$ 6,325.00	333.00	\$ 28.75	\$ 9,573.75				333.00	\$ 9,573.75	100%
12	Sidewalk, Remove	SY	12.00	\$ 57.50	\$ 690.00	5.50	\$ 57.50	\$ 316.25				5.50	\$ 316.25	100%
13	Sidewalk, Conc, 6-inch	SF	100.00	\$ 23.00	\$ 2,300.00	100.00	\$ 23.00	\$ 2,300.00				100.00	\$ 2,300.00	100%
14	Sidewalk Ramp, Conc, 6-inch	SF	50.00	\$ 23.00	\$ 1,150.00	130.00	\$ 23.00	\$ 2,990.00				130.00	\$ 2,990.00	100%
15	Shoreline Erosion Control	SY	0.00	\$ 92.00	\$ -	0.00	\$ 92.00	\$ -				0.00	\$ -	
16	Erosion Control, Silt Fence	LF	200.00	\$ 3.45	\$ 690.00	158.00	\$ 3.45	\$ 545.10				158.00	\$ 545.10	100%
17	Rip-Rap, Heavy, Modified	SY	210.00	\$ 69.00	\$ 14,490.00	453.89	\$ 69.00	\$ 31,318.41				453.89	\$ 31,318.41	100%
18	Turbidity Curtain	LF	200.00	\$ 9.20	\$ 1,840.00	308.00	\$ 9.20	\$ 2,833.60				308.00	\$ 2,833.60	100%
19	Timber Retaining Wall	SF	280.00	\$ 23.00	\$ 6,440.00	369.80	\$ 23.00	\$ 8,505.40				369.80	\$ 8,505.40	100%

TOTAL THIS SHEET \$ 167,212.85 \$ 186,664.41 \$ - \$ 186,664.41 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Shoreline Erosion Improvements **NOVI PROJECT NO.:** 19-3404 **PAYMENT NO.:** FINAL
CIP NO.: ENG035 (Lakeshore); ENG036 (Pavilion); ENG032 (Thornton)

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Division 3 - Thornton Creek Stabilization GL# 210-211.00-865.150		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	%
30	Mobilization, Max 10%	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
31	Pre-Construction Audio/Visual	LS	1.00	\$ 2,282.75	\$ 2,282.75	1.00	\$ 2,282.75	\$ 2,282.75				1.00	\$ 2,282.75	100%
32	Maintaining Traffic	LS	1.00	\$ 1,150.00	\$ 1,150.00	1.00	\$ 1,150.00	\$ 1,150.00				1.00	\$ 1,150.00	100%
33	Surface Restoration	LS	1.00	\$ 5,175.00	\$ 5,175.00	1.00	\$ 5,175.00	\$ 5,175.00				1.00	\$ 5,175.00	100%
34	Maintaining Stream Flow	LS	1.00	\$ 2,300.00	\$ 2,300.00	1.00	\$ 2,300.00	\$ 2,300.00				1.00	\$ 2,300.00	100%
35	Erosion Control, Silt Fence	LF	100.00	\$ 3.45	\$ 345.00	100.00	\$ 3.45	\$ 345.00				100.00	\$ 345.00	100%
36	Embankment CIP	CY	3.00	\$ 28.75	\$ 86.25	3.00	\$ 28.75	\$ 86.25				3.00	\$ 86.25	100%
37	Subgrade Undercutting, Type II	CY	10.00	\$ 28.75	\$ 287.50	10.00	\$ 28.75	\$ 287.50				10.00	\$ 287.50	100%
38	Pavement, Remove	SY	44.00	\$ 23.00	\$ 1,012.00	44.00	\$ 23.00	\$ 1,012.00				44.00	\$ 1,012.00	100%
39	Rip-Rap, Plain, Modified	SY	51.00	\$ 115.00	\$ 5,865.00	51.00	\$ 115.00	\$ 5,865.00				51.00	\$ 5,865.00	100%
40	Rip-Rap, Heavy, Modified	SY	17.00	\$ 115.00	\$ 1,955.00	17.00	\$ 115.00	\$ 1,955.00				17.00	\$ 1,955.00	100%
41	Articulating Conc Block System, 6"	SY	146.00	\$ 143.75	\$ 20,987.50	146.00	\$ 143.75	\$ 20,987.50				146.00	\$ 20,987.50	100%

TOTAL FROM THIS SHEET	\$ 46,446.00	\$ 46,446.00	\$ -	\$ 46,446.00
TOTAL FROM OTHER SHEETS	\$ 272,484.10	\$ 298,725.26	\$ -	\$ 298,725.26
SUBTOTAL	\$ 318,930.10	\$ 345,171.26	\$ -	\$ 345,171.26 100%



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APPLICATION FOR FINAL PAYMENT

PROJECT: Shoreline Erosion Improvements **NOVI PROJECT NO.:** 19-3404 **PAYMENT NO.:** FINAL
CIP NO.: ENG035 (Lakeshore); ENG036 (Pavilion); ENG032 (Thornton)

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	%
42	Teunnel Slab, Rem	SF	1	400-691.00-977.025	180.00	\$ 9.50	\$ 1,710.00				180.00	\$ 1,710.00	100%
43	Tunnel, Conc, 6 inch	SF	1	400-691.00-977.025	180.00	\$ 20.50	\$ 3,690.00				180.00	\$ 3,690.00	100%
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	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 5,400.00		\$ -		\$ 5,400.00		
TOTAL FROM OTHER SHEETS					\$ 318,930.10		\$ 345,171.26		\$ -		\$ 345,171.26		
GRAND TOTAL					\$ 318,930.10		\$ 350,571.26		\$ -		\$ 350,571.26		100%



CITY OF NOVI

PURCHASE ORDER NO.

95920

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 Novi, Michigan 48375
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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Shoreline Erosion Improvements **NOVI PROJECT NO.:** 19-3404 **PAYMENT NO.:** FINAL
CIP NO.: ENG035 (Lakeshore); ENG036 (Pavilion); ENG032 (Thornton)

Original Contract Amount: \$ 318,930.10

CHANGE ORDERS

Change Orders: \$ 31,641.16

No.	Date	Amount
1	February 4, 2020	\$ 31,641.16
3		
4		
5		
6		
7		
8		
9		
10		

Adjusted Contract Amount to Date: \$ 350,571.26

Total Cost of Work Performed to Date: \$ 350,571.26

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

Net Amt. Earned of Contract and Extra Work to Date: \$ 350,571.26

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

Subtotal: \$ 350,571.26

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

TOTAL: \$ 31,641.16

Subtotal: \$ 350,571.26

MINUS Amount of Previous Payments: \$ 341,806.98

1	\$ 41,801.40
2	\$ 231,631.79
3	\$ 56,734.51
4	\$ 11,639.28
5	\$ -
6	\$ -
7	\$ -
8	\$ -
9	\$ -
10	\$ -

Inspection "Crew Days" Allowed per Contract:	20.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	20.00
Inspection "Crew Days" Used to Date:	20.00
Inspection "Crew Days" Remaining:	0.00

BALANCE DUE THIS PAYMENT:



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Shoreline Erosion Improvements **NOVI PROJECT NO.:** 19-3404 **PAYMENT NO.:** FINAL
CIP NO.: ENG035 (Lakeshore); ENG036 (Pavilion); ENG032 (Thornton)

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.

[Signature box for Anglin Civil, LLC]

Anglin Civil, LLC
CONTRACTOR - Electronic Signature Certification

[Signature box for AECOM-Great Lakes]

AECOM-Great Lakes
CONSULTANT - Electronic Signature Certification

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

- All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

Bond No. RCB0021511

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:

(Name and address)

City of Novi
26300 Lee Begole Dr.
Novi, MI 48375

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

Shoreline Erosion Control and
Misc. Improvements Project.

CONTRACT DATED:

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

RLI Insurance Company
9025 N. Lindergh Drive
Peoria, IL 61615

, SURETY,

on bond of

(Insert name and address of Contractor)

Anglin Civil, LLC
13000 Newburgh Road
Livonia, MI 48150

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Novi
26300 Lee Begole Dr.
Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 22nd, 2021

(Insert in writing the month followed by the numeric date and year.)

RLI Insurance Company

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

Tammy R. Pittman, Attorney-in-Fact

(Printed name and title)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, Tammy R. Pittman, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of January, 2021.



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

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 25th day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22 day of April, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

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

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





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

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. RCB0021511

It is hereby mutually agreed and understood by the Principal,
Anglin Civil, LLC

and **RLI Insurance Company and/or Contractors Bonding and Insurance Company** that the
Maintenance Bond - Amount increased

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:

The Maintenance Bond is increased by \$31,641.16 to a revised amount of \$350,571.16

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on April 23, 2021, at twelve and one minute o'clock a.m., Standard Time.

Signed this 29th day of April, 2021.

**RLI Insurance Company and/or
Contractors Bonding and Insurance Company**

By

Tammy R. Pittman

Attorney in Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, Tammy R. Pittman, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of January, 2021.



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

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 25th day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 29th day of April, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





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

Project Manager of the Anglin Civil, LLC,
(Title) (Firm Name)

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

Novi Shoreline Erosion Control Project
(Description of Improvement)

located at: Lakeshore Park, Pavillion Park, & Thorton Creek in Novi, MI

The total amount of the contract is \$350,571.26 of which I have received payment of \$341,806.98 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 22 day of April, 2021

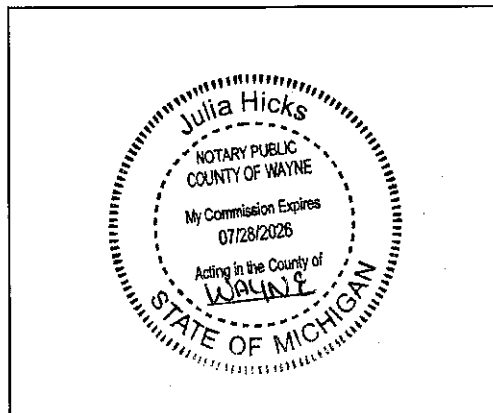
Name: Anglin Civil, LLC
(Individual/corporation/partnership)

By: [Signature] Attest: [Signature]
Project (Title) Manager (Title) controller

Subscribed and sworn to before me this 22ND day of APRIL, 2021

Notary Public: [Signature]

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
Gm & Sons	Concrete work	\$19,208.10	\$19,208.10	\$0.00	0.0%	\$0.00
Anglin Civil	General Contractor/Excavation	\$331,363.16	\$322,598.88	\$8,764.28	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
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					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$350,571.26	\$341,806.98	\$8,764.28		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$318,930.10</u>	Work Completed to Date: <u> \$350,571.26</u>
Plus: Extras to Contract: <u> \$31,641.16</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$350,571.26</u>	Less: Amount Previously Paid: <u> \$341,806.98</u>
Less: Credits to Contract: <u> </u>	Less: Amount of this Request: <u> \$8,764.28</u>
Total: Adjusted Contract: <u> \$350,571.26</u>	Total Balance Due: <u> \$0.00</u>



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Anglin Civil, to provide
(Prime Contracting Party)

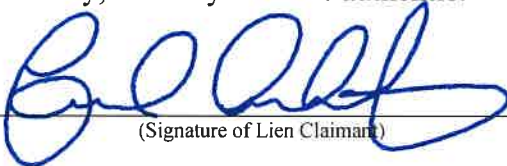
concrete construction for the improvement of the property
(Type of service)

described as Novi Shoreline Erosion Control Project
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 04/22/2021


(Signature of Lien Claimant)

Karl Schweitzer

(Printed Name of Lien Claimant)

General Manager

(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

Address: 46900 West Road, Novi, MI 48377

Telephone: 248-956-7939

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with City of Novi to provide
(Prime Contracting Party)

Shoreline Restoration for the improvement of the property
(Type of service)

described as Shoreline Improvement Project
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 4/23/2021
(Signature of Lien Claimant)

Nic Faust
(Printed Name of Lien Claimant)

General Manager
(Title of Lien Claimant)

Company Name: Anglin Civil, LLC

Address: 13000 Newburgh Rd., Livonia, MI 48150

Telephone: 248-397-4200

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