



## CITY of NOVI CITY COUNCIL

Agenda Item F  
February 25, 2013

**SUBJECT:** Approval of the final payment to Italia Construction, Inc. for the Nine Mile Road Pathway (Meadowbrook Road to Haggerty Road) project, in the amount of \$35,025.76.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>RT</sup> BTC

**CITY MANAGER APPROVAL:** 

EXPENDITURE REQUIRED	\$35,025.76
AMOUNT BUDGETED	\$53,320.00
LINE ITEM NUMBER	204-204.00-974.421

### BACKGROUND INFORMATION:

This project involved the construction of a 6-foot wide concrete pathway along the north side of Nine Mile Road between Meadowbrook and Haggerty Roads (the attached map shows the location of the pathway). This pathway segment (Segment #83) was identified as the top priority by the Walkable Novi Committee and in the Pathway & Sidewalk Prioritization Analysis and Process report. Completion of this segment has provided an alternate means of transportation that has already benefitted residents and businesses in Novi by connecting a large residential area with nearby non-motorized pathway systems such as the I-275 pathway. The construction contract was awarded to Italia Construction, Inc. at the August 22, 2011 City Council meeting in the amount of \$167,857.

Engineering staff worked with the engineering consultant for this project, OHM, Inc., to review and verify the final contract payment amount of \$35,025.76 that is due to the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's February 12, 2013 letter, attached).

There were two approved change orders for this project resulting in a net increase of \$31,822.32 to the construction contract. The first change order was necessary to adjust for modifications made to the pedestrian crossing at the west leg of the Haggerty Road intersection and included construction of added retaining walls and permanent pavement markings, in the amount of \$17,512.38. The second change order balanced the contract based on final installed quantities, which resulted in an increase of \$14,309.94 to the contract. The approved change orders resulted in a final contract price of \$199,679.18.

Engineering staff has been working with Buckeye Pipeline and the Road Commission for Oakland County to design a crossing of Haggerty Road on the north side of Nine Mile Road as an additional project to improve non-motorized connectivity at the intersection. The Nine Mile and Haggerty Non-Motorized Intersection Improvement project is included

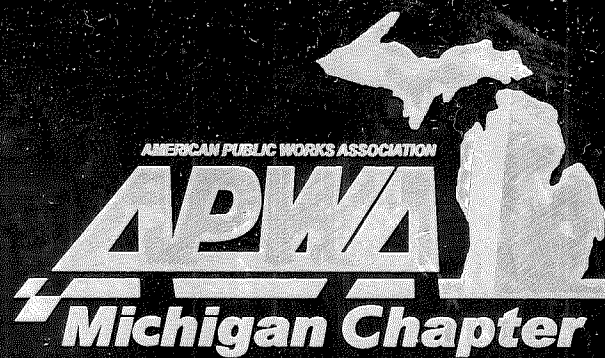
in the proposed Capital Improvement Program for consideration of construction phase funding in FY2013-14.

The Nine Mile Road Pathway project was named the Non-Motorized Project of the Year by the Michigan Chapter of the American Public Works Association in 2012.

**RECOMMENDED ACTION:** Approval of the final payment to Italia Construction, Inc. for the Nine Mile Road Pathway (Meadowbrook Road to Haggerty Road) project, in the amount of \$35,025.76.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				



Presents this

# PROJECT OF THE YEAR AWARD

for the

9-Mile Pathway -  
Meadowbrook to Haggerty

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**Transportation - Non-Motorized**

to

City of Novi  
Managing Agency

Franco Dicesare  
Contractors

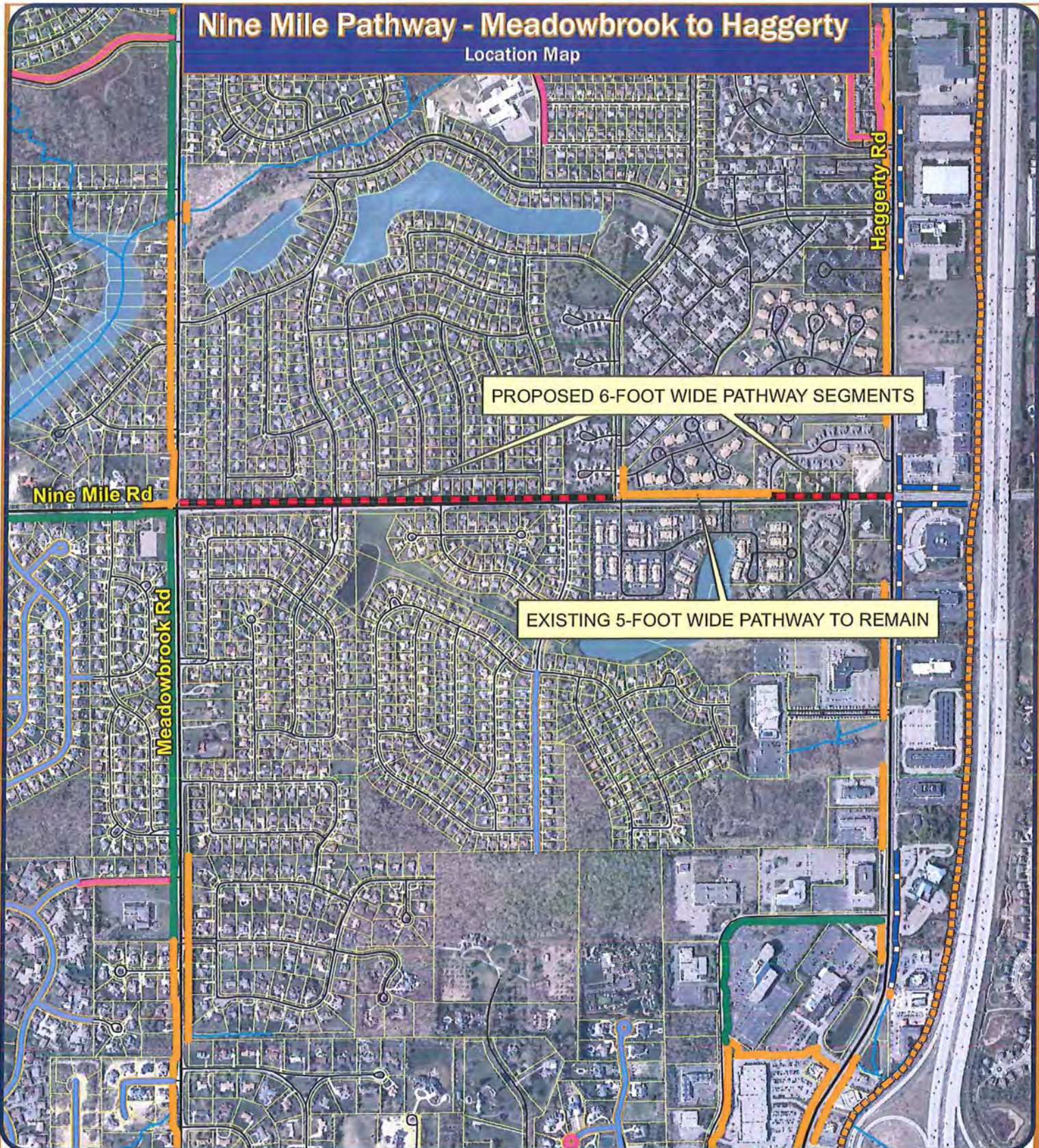
Orchard, Hiltz & McCliment  
Consultant

*"Working in the Public Interest"*



# Nine Mile Pathway - Meadowbrook to Haggerty

## Location Map



Map Author: Croy  
 Date: 8/12/11  
 Project: Nine Mile Path  
 Version #: V2.1

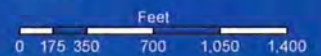
### Legend

- Existing Major Road Pathway
- Existing Neighboring Pathway
- Existing Major Road Sidewalk
- Local Sidewalk Both Sides
- Local Sidewalk One Side
- Existing Neighboring Sidewalk
- Existing Pathway
- I-475 TRAIL SYSTEM



**City of Novi**

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



1 inch = 1,000 feet

#### 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.





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

February 12, 2013

Judy Reedy and Nevrus Nazarko  
Finance Department  
CITY OF NOVI  
45175 W. Ten Mile Road  
Novi, MI 48375

**RE: Nine Mile Road Sidewalk  
*Italia Construction, Inc.***

Dear Ms. Reedy and Mr. Nazarko:

We have received and reviewed the following closing documents for the Nine Mile Road Sidewalk:

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

The closing documents appear to be in order subject to approval of the Application by City Staff.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

  
Elizabeth Kudla Saarela

Judy Reedy and Nevrus Nazarko  
Finance Department  
CITY OF NOVI  
February 12, 2013  
Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Clay Pearson, City Manager (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Alan McComb, OHM (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



January 23, 2013

City of Novi  
26300 Lee BeGole  
Novi, Michigan 48375

Attention: Mr. Aaron Staup  
City of Novi

Regarding: 9 Mile Road Sidewalk – Novi Project No. 085-83  
OHM Job No. 0163-10-0133

Dear Mr. Staup:

Enclosed is Application for Progress Payment No. 3 (FINAL) for the referenced project. Also enclosed are the following close out documents: 1) Contractors Sworn Statement with Schedule B; 2) Consent of Surety; 4) Full Unconditional Waivers from Subcontractors and Suppliers; and 5) Release of Permit from the RCOC.

Italia Construction, Inc. has completed the work shown on the attached construction estimate for the period ending December 10, 2012 and we would recommend payment to the Contractor in the amount of **\$35,025.76** which includes the full release of previously held retainage.

Sincerely,  
ORCHARD, HILTZ & McCLIMENT, INC.

Alan K. McComb, P.E.  
Construction Manager

cc: Italia Construction, Inc. 57151 Deer Creek Ct., Washington, MI 48094  
File

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**CITY OF NOVI**

26300 Delwal Drive  
 Novi, Michigan 48375  
 Tel: (248) 347-0454  
 Fax: (248) 735-5659

**APPLICATION FOR PROGRESS PAYMENT**

<b>PROJECT:</b> 9 Mile Road Sidewalk	<b>NOVI PROJECT NO.:</b> 085-83	<b>PAYMENT NO.:</b> 3 FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> Orchard, Hiltz & McCliment Inc. 34000 Plymouth Road Livonia, MI 48150	<b>CONTRACTOR:</b> Italia Construction Inc. 57151 Deer Creek Ct. Washington, MI 48094
<b>CONTRACT AMOUNT</b>	<b>COMPLETION DATE</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$ 167,856.86	<b>ORIGINAL:</b> January 0, 1900	<b>FROM:</b> March 30, 2012
<b>REVISED:</b> \$ 199,679.18	<b>REVISED:</b> January 0, 1900	<b>TO:</b> December 10, 2012

**SECTION 1. COST OF COMPLETED WORK TO DATE**

Item No.	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"	EA	30	\$ 615.00	\$ 18,450.00	22.75	\$ 615.00	\$ 13,991.25	3.75	\$ 2,306.25	16%	22.75	\$ 13,991.25	100%	
1	Mobilization, Max. 5%	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00				1	\$ 4,000.00	100%	
2	Digital Recorded Route Survey	LS	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	\$ 1,600.00				1	\$ 1,600.00	100%	
3	Clearing	Acre	2	\$ 1,000.00	\$ 2,000.00	0.34	\$ 1,000.00	\$ 340.00	0.11	\$ 110.00	32%	0.34	\$ 340.00	100%	
4	Tree, Rem, 19 inch to 36 inch	Ea	1	\$ 1,300.00	\$ 1,300.00		\$ 1,300.00	\$ -							
5	Tree, Rem, 6 inch to 18 inch	Ea	8	\$ 90.00	\$ 720.00	23	\$ 90.00	\$ 2,070.00				23	\$ 2,070.00	100%	
6	Culv, Rem, Less than 24 inch	Ea	4	\$ 90.00	\$ 360.00	6	\$ 90.00	\$ 540.00				6	\$ 540.00	100%	
7	Curb and Gutter, Rem	Ft	82	\$ 10.00	\$ 820.00	233	\$ 10.00	\$ 2,329.50				233	\$ 2,329.50	100%	
8	Pavement, Rem	Syd	316	\$ 8.50	\$ 2,686.00	400	\$ 8.50	\$ 3,398.30				400	\$ 3,398.30	100%	
9	Sidewalk, Rem	Syd	38	\$ 8.50	\$ 323.00	82	\$ 8.50	\$ 700.06				82	\$ 700.06	100%	
10	Station, Grading	Sta	45	\$ 240.00	\$ 10,680.00	45	\$ 240.00	\$ 10,680.00				45	\$ 10,680.00	100%	
11	Erosion Control, Check Dam, Stone	Ft	40	\$ 20.00	\$ 800.00	18	\$ 20.00	\$ 360.00				18	\$ 360.00	100%	
12	Erosion Control, Inlet Protection, Geot	Ea	9	\$ 200.00	\$ 1,800.00	14	\$ 200.00	\$ 2,800.00				14	\$ 2,800.00	100%	
13	Erosion Control, Silt Fence	Ft	1200	\$ 1.00	\$ 1,200.00	1517	\$ 1.00	\$ 1,517.00				1517	\$ 1,517.00	100%	
14	Aggregate Base, 6 inch	Syd	500	\$ 6.00	\$ 3,000.00	0	\$ 6.00	\$ -				0			
15	Culv, CI E, 12 inch	Ft	257	\$ 26.00	\$ 6,682.00	318	\$ 26.00	\$ 8,268.00				318	\$ 8,268.00	100%	
16	Culv End Sect, 12 inch	Ea	11	\$ 90.00	\$ 990.00	9	\$ 90.00	\$ 810.00				9	\$ 810.00	100%	
17	Dr Structure, 24 inch dia	Ea	5	\$ 1,100.00	\$ 5,500.00	7	\$ 1,100.00	\$ 7,700.00				7	\$ 7,700.00	100%	
18	Dr Structure Cover	Lb	1800	\$ 1.25	\$ 2,250.00	2479	\$ 1.25	\$ 3,098.75				2479	\$ 3,098.75	100%	
19	Dr Structure Cover, Adj. Case 2	Ea	2	\$ 180.00	\$ 360.00	7	\$ 180.00	\$ 1,260.00				7	\$ 1,260.00	100%	
20	Dr Structure, Tap, 12 inch	Ea	1	\$ 180.00	\$ 180.00	3	\$ 180.00	\$ 540.00				3	\$ 540.00	100%	
21	Hand Patching	Ton	11	\$ 130.00	\$ 1,430.00	0	\$ 130.00	\$ -				0			
22	HMA Approach	Ton	46	\$ 130.00	\$ 5,980.00	0	\$ 130.00	\$ -				0			
23	Driveway, Nonreinf Conc, 6 inch	Syd	12	\$ 27.00	\$ 324.00	240	\$ 27.00	\$ 6,466.50				240	\$ 6,466.50	100%	
24	Curb and Gutter, Conc, Det F6	Ft	360	\$ 18.00	\$ 6,480.00	568	\$ 18.00	\$ 10,219.50				568	\$ 10,219.50	100%	
<b>TOTAL THIS SHEET</b>				\$	61,465.00		\$	68,697.61		\$	110.00		\$	68,697.61	100%





CITY OF NOVI

26300 Delwal Drive  
 Novi, Michigan 48375  
 Tel: (248) 347-0454  
 Fax: (248) 735-5659

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 9 Mile Road Sidewalk

NOVI PROJECT NO.: 085-83

PAYMENT NO.: 3 FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	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	Spillway, Conc	Ft	15	\$ 20.00	\$ 300.00	26	\$ 20.00	\$ 510.00				26	\$ 510.00	100%
26	Sidewalk, Conc, 4 inch	Sft	24352	\$ 2.48	\$ 60,392.96	23,953.12	\$ 2.48	\$ 59,403.74	192	\$ 476.16	1%	23,953.12	\$ 59,403.74	100%
27	Sidewalk, Conc, 6 inch	Sft	870	\$ 3.00	\$ 2,610.00	1107	\$ 3.00	\$ 3,321.00	39.30	\$ 117.90	4%	1107	\$ 3,321.00	100%
28	Sidewalk Ramp, ADA	Sft	1055	\$ 7.68	\$ 8,102.40	1211	\$ 7.68	\$ 9,299.25				1211	\$ 9,299.25	100%
29	Post, Steel, 3 lb	Ft	32	\$ 12.00	\$ 384.00	62	\$ 12.00	\$ 740.40				62	\$ 740.40	100%
30	Sign, Type I, Erect, Salv	Ea	7	\$ 50.00	\$ 350.00	4	\$ 50.00	\$ 200.00				4	\$ 200.00	100%
31	Sign, Type IA	Sft	24	\$ 38.00	\$ 912.00	39	\$ 38.00	\$ 1,472.50				39	\$ 1,472.50	100%
32	Pavt Mrkg, Polyurea, Xing	Ea	2	\$ 260.00	\$ 520.00	2	\$ 260.00	\$ 520.00	2	\$ 520.00	100%	2	\$ 520.00	100%
33	Pavt Mrkg, Polyurea, Ped	Ea	2	\$ 240.00	\$ 480.00	2	\$ 240.00	\$ 480.00	2	\$ 480.00	100%	2	\$ 480.00	100%
34	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	350	\$ 3.25	\$ 1,137.50	272	\$ 3.25	\$ 884.00	272	\$ 884.00	100%	272	\$ 884.00	100%
35	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	30	\$ 7.50	\$ 225.00	59	\$ 7.50	\$ 442.50	59	\$ 442.50	100%	59	\$ 442.50	100%
36	Barricade, Type III, High Intensity, Furn	Ea	2	\$ 25.00	\$ 50.00	2	\$ 25.00	\$ 50.00				2	\$ 50.00	100%
37	Barricade, Type III, High Intensity, Oper	Ea	2	\$ 25.00	\$ 50.00	2	\$ 25.00	\$ 50.00				2	\$ 50.00	100%
38	Flag Control	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1	\$ 2,000.00	100%
39	Lighted Arrow, Type B, Furn	Ea	2	\$ 350.00	\$ 700.00	2	\$ 350.00	\$ 700.00				2	\$ 700.00	100%
40	Lighted Arrow, Type B, Oper	Ea	2	\$ 50.00	\$ 100.00	2	\$ 50.00	\$ 100.00				2	\$ 100.00	100%
41	Minor Traf Devices	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00				1	\$ 500.00	100%
42	Pavt Mrkg, Rem	Ft	150	\$ 3.00	\$ 450.00	130.50	\$ 3.00	\$ 391.50				130.50	\$ 391.50	100%
43	Plastic Drum, High Intensity, Furn	Ea	12	\$ 10.00	\$ 120.00	86	\$ 10.00	\$ 860.00				86	\$ 860.00	100%
44	Plastic Drum, High Intensity, Oper	Ea	12	\$ 10.00	\$ 120.00	86	\$ 10.00	\$ 860.00				86	\$ 860.00	100%
45	Sign, Type B, Temp, Prismatic, Furn	Sft	100	\$ 4.00	\$ 400.00	100	\$ 4.00	\$ 400.00				100	\$ 400.00	100%
46	Sign, Type B, Temp, Prismatic, Oper	Sft	100	\$ 1.50	\$ 150.00	100	\$ 1.50	\$ 150.00				100	\$ 150.00	100%
47	Mulch Blanket	Syd	4702	\$ 1.50	\$ 7,053.00	7,730.60	\$ 1.50	\$ 11,595.90	320	\$ 480.00	4%	7731	\$ 11,595.90	100%
48	Surface Restoration, Seeding	Syd	4702	\$ 1.50	\$ 7,053.00	7,730.60	\$ 1.50	\$ 11,595.90	320	\$ 480.00	4%	7731	\$ 11,595.90	100%
49	Conduit, DB, 1, 1 1/4 inch	Ft	50	\$ 30.00	\$ 1,500.00	94	\$ 30.00	\$ 2,820.00	44	\$ 1,320.00	47%	94	\$ 2,820.00	100%
50	Pedestal, Foundation	Ea	2	\$ 900.00	\$ 1,800.00	2	\$ 900.00	\$ 1,800.00				2	\$ 1,800.00	100%
51	Pushbutton and Sign	Ea	2	\$ 933.00	\$ 1,866.00	2	\$ 933.00	\$ 1,866.00				2	\$ 1,866.00	100%
52	Pushbutton Pedestal, Alum	Ea	2	\$ 986.00	\$ 1,972.00	2	\$ 986.00	\$ 1,972.00				2	\$ 1,972.00	100%
53	TS, Pedestrian, One Way Pedestal Mt	Ea	2	\$ 1,177.00	\$ 2,354.00	2	\$ 1,177.00	\$ 2,354.00				2	\$ 2,354.00	100%
TOTAL FROM THIS SHEET					\$ 103,651.86			\$ 117,338.69		\$ 5,200.56			\$ 117,338.69	
TOTAL FROM OTHER SHEET					\$ 61,465.00			\$ 68,697.61		\$ 110.00			\$ 68,697.61	
SUBTOTAL					\$ 165,116.86			\$ 186,036.30		\$ 5,310.56			\$ 186,036.30	100%



# CITY OF NOVI

26300 Delwal Drive  
 Novi, Michigan 48375  
 Tel: (248) 347-0454  
 Fax: (248) 735-5659

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 9 Mile Road Sidewalk

NOVI PROJECT NO.: 085-83

PAYMENT NO.: 3 FINAL

### SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	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	%
54	Utility Structure Cover, Adj, Case 2	Ea	3	\$ 180.00	\$ 540.00	2	\$ 180.00	\$ 360.00				2	\$ 360.00	100%
55	Sanitary Structure Cover, Adj, Case 2	Ea	2	\$ 220.00	\$ 440.00	0	\$ 220.00	\$ -				0	\$ -	
56	Gate Well Cover, Adj, Case 2	Ea	3	\$ 180.00	\$ 540.00	2	\$ 180.00	\$ 360.00				2	\$ 360.00	100%
57	Gate Well, Reconst, Case 2	Ea	1	\$ 180.00	\$ 180.00	0	\$ 180.00	\$ -				0	\$ -	
58	Irrigation Piping	Ft	100	\$ 3.00	\$ 300.00	152.50	\$ 3.00	\$ 457.50	10	\$ 30.00	7%	152.50	\$ 457.50	100%
59	Sprinkler Head, Adj	Ea	10	\$ 25.00	\$ 250.00		\$ 25.00	\$ -					\$ -	
60	Sprinkler Head, Relocate	Ea	10	\$ 25.00	\$ 250.00	22	\$ 25.00	\$ 550.00	15	\$ 375.00	68%	22	\$ 550.00	100%
61	Maintenance Aggregate, 21AA	Ton	10	\$ 24.00	\$ 240.00	38	\$ 24.00	\$ 900.00				38	\$ 900.00	100%
67	Pushbutton Support Post	Ea				1	\$ 725.00	\$ 725.00	1	\$ 725.00	100%	1	\$ 725.00	100%
68	Pushbutton Support Post Foundation	Ea				1	\$ 850.00	\$ 850.00	1	\$ 850.00	100%	1	\$ 850.00	100%
69	Delinator, Reflective Sheeting	Ea				2	\$ 100.00	\$ 200.00	2	\$ 200.00	100%	2	\$ 200.00	100%
70	Block Wall	Sft				112	\$ 26.00	\$ 2,912.00	112	\$ 2,912.00	100%	112	\$ 2,912.00	100%
71	25" Stop Bar Paint	Ft				59.50	\$ 7.75	\$ 461.13	59.50	\$ 461.13	100%	59.50	\$ 461.13	100%
72	Remove Markings, Special	Ft				152.70	\$ 3.75	\$ 572.63	152.70	\$ 572.63	100%	152.70	\$ 572.63	100%
73	Crosswalk Paint, 6"	Ft				270.50	\$ 4.25	\$ 1,149.63	270.50	\$ 1,149.63	100%	270.50	\$ 1,149.63	100%
74	"Ped" Temporary Striping	Ea				2.00	\$ 285.00	\$ 570.00	2	\$ 570.00	100%	2	\$ 570.00	100%
75	"Xing" Temporary Striping	Ea				2	\$ 300.00	\$ 600.00	2	\$ 600.00	100%	2	\$ 600.00	100%
76	Hand Digging to expose pipeline	LS				1	\$ 550.00	\$ 550.00	1	\$ 550.00	100%	1	\$ 550.00	100%
77	Remobilization	LS				1	\$ 1,875.00	\$ 1,875.00	1	\$ 1,875.00	100%	1	\$ 1,875.00	100%
78	Hand digging to expose pipeline-Haggerty to Nine Mile	LS				1	\$ 550.00	\$ 550.00	1	\$ 550.00	100%	1	\$ 550.00	100%
TOTAL FROM THIS SHEET					\$ 2,740.00			\$ 13,642.88			\$ 11,420.38			\$ 13,642.88
TOTAL FROM OTHER SHEETS					\$ 165,116.86			\$ 186,036.30			\$ 5,310.56			\$ 186,036.30
SUBTOTAL					\$ 167,856.86			\$ 199,679.18			\$ 16,730.94			\$ 199,679.18

100%





**CITY OF NOVI**

26300 Delwal Drive  
 Novi, Michigan 48375  
 Tel: (248) 347-0454  
 Fax: (248) 735-5659

Section 2.

**APPLICATION FOR PROGRESS PAYMENT**

**PROJECT:** 9 Mile Road Sidewalk      **NOVI PROJECT NO.:** 085-83      **PAYMENT NO.:** 3 FINAL

<b>Original Contract Amount:</b>	\$	167,856.86
<b>Change Orders:</b>	\$	31,822.32
<b>Adjusted Contract Amount to Date:</b>	\$	199,679.18
<b>Total Cost of Work Performed to Date:</b>	\$	199,679.18
<b>MINUS Retainage:</b>	0% \$	-
<b>MINUS Inspection "Crew Days":</b>	To Date 22.75 \$	-
	This Pay 3.75	
<b>Net Amt. Earned of Contract and Extra Work to Date:</b>	\$	199,679.18
<b>PLUS Value of Materials Stored at Close of Period:</b>	\$	-
<b>Subtotal:</b>	\$	199,679.18
<b>MINUS Amount of Previous Payments:</b>	\$	164,653.42
1 \$	124,678.78	
2 \$	39,974.64	

**BALANCE DUE THIS PAYMENT:**      **\$ 35,025.76**

**CHANGE ORDERS**

<u>No.</u>	<u>Date</u>		<u>Amount</u>
	January 23, 2012	\$	17,512.38
	January 0, 1900	\$	14,309.94
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-
	January 0, 1900	\$	-

**TOTAL:**      \$      31,822.32

Inspection "Crew Days" Allowed per Contract:	22.75
Inspection "Crew Days" Used to Date:	22.75
Inspection "Crew Days" Remaining:	-

# CITY OF NOVI

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Fax: (248) 735-5659

Section 3.

## APPLICATION FOR PROGRESS PAYMENT

PROJECT: 9 Mile Road Sidewalk

NOVI PROJECT NO.: 085-83

PAYMENT NO.:

3 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.

Italla Construction, Inc.  
Contractor Company

Contractor Authorized Signature

By: FRANCO DI CICCIO  
Print Name

Date:

1-17-13

Orchard, Hiltz & McCliment, Inc.  
Consultant Firm

Consultant Authorized Signature

By: Alan K. McComb, P.E.  
Print Name

Date:

1-23-13

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

By: Aaron J. Staup  
Aaron J. Staup, Construction Engineering Coordinator

Dated:

1/31/13

By: Brian Coburn  
Brian Coburn, Senior Civil Engineer

Dated:

2/12/13



## 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 MACOMB

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

PRESIDENT of the ITALIA CONSTRUCTION INC  
(Title) (Firm Name)

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

9 MILE RD SIDEWALK  
(Description of Improvement)

located at: 9 MILE WEST OF HAGGERTY

The total amount of the contract is 199129.174 of which I have received payment of 164653.42 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 5TH day of OCTOBER, 2012

Name: ITALIA CONSTRUCTION INC  
(individual/corporation/partnership)

By: [Signature] PRESIDENT Attest: [Signature] V.P.  
(Title) (Title)

Subscribed and sworn to before me this 5TH day of OCTOBER, 2012

Notary Public: Paula Di Cesare

NOTARY SEAL

PAULA DI CESARE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Oct 6, 2012  
ACTING IN COUNTY OF MACOMB



## 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
See Full Unconditional Waivers						
RAUHLER, D	PREP. EUTON	9483.00	9483.00	0.00	0.00	0.00
PR CONT.	PREP. EUTON MATERIALS	5725.40	5325.40	0.00	0.00	0.00
DETROIT R.M.	CONCRETE	28196.00	28196.00	0.00	0.00	0.00
<b>TOTALS</b>		<b>43004.40</b>	<b>43004.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### RECAPITULATION

Amount of Original Contract: \_\_\_\_\_

Work Completed to Date: \_\_\_\_\_

Plus: Extras to Contract: \_\_\_\_\_

Less: Total Retainage: \_\_\_\_\_

Total: Contract plus Extras: \_\_\_\_\_

Less: Amount Previously Paid: \_\_\_\_\_

Less: Credits to Contract: \_\_\_\_\_

Less: Amount of this Request: \_\_\_\_\_

Total: Adjusted Contract: \_\_\_\_\_

Total Balance Due: \_\_\_\_\_

## 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
See Full Unconditional Waivers						
<b>TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

### RECAPITULATION

Amount of Original Contract: <u>          \$167,856.86</u>	Work Completed to Date: <u>          \$199,679.18</u>
Plus: Extras to Contract: <u>          \$31,822.32</u>	Less: Total Retainage: <u>          \$0.00</u>
Total: Contract plus Extras: <u>          \$199,679.18</u>	Less: Amount Previously Paid: <u>          \$164,653.42</u>
Less: Credits to Contract: <u>          </u>	Less: Amount of this Request: <u>          \$35,025.76</u>
Total: Adjusted Contract: <u>          \$199,679.18</u>	Total Balance Due: <u>          \$0.00</u>



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**PROJECT:** City of Novi - 9 Mile Road Sidewalk  
(name, address) Novi, Michigan

TO (Owner)

City of Novi  
45175 W. 10 Mile Road  
Novi, MI 48375

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: 9 Mile Road Sidewalk

CONTRACT DATE:

CONTRACTOR: Italia Construction, Inc.

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

Old Republic Insurance Company

445 So. Moorland Rd., Ste. 200 - Brookfield, WI 53005

, SURETY COMPANY,

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

Italia Construction, Inc.

57151 Deer Creek Court - Washington Twp., MI 48094

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the 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. 10 Mile Road - Novi, MI 48375

, OWNER,

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

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this

12th

day of

December

, 2012

Attest:

Nancy H. Netzel

(Seal):

Old Republic Insurance Company

Surety Company

Signature of Authorized Representative

Kathy Susan Zack

Attorney-in-fact

Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

KATHY SUSAN ZACK, RYAN MICHAEL DUDEK, OF SOUTHFIELD, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS (\$2,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate. Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of MARCH, 2012.

OLD REPUBLIC INSURANCE COMPANY

*Phyllis M Johnson*  
Assistant Secretary



*J C Leach*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7TH day of MARCH, 2012, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Nicole L Howe*  
Notary Public

My commission expires: 12/02/2012

**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5196

Signed and sealed at the City of Brookfield, WI this 12th day of December, 2012



*Jane E. Cherny*  
Assistant Secretary

CORNISH ZACK HILL & ASSOC. INC

**THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.**



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with CITY OF NOVI to provide  
(Prime Contracting Party)

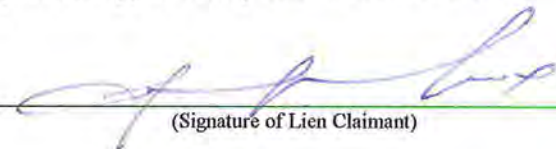
SIDEWALK for the improvement of the property  
(Type of service)

described as 9 MILE RD SIDEWALK  
(Project Name)

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

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

Signed on: 10-5-12

  
(Signature of Lien Claimant)

FRANCO DI CESARE  
(Printed Name of Lien Claimant)

PRESIDENT  
(Title of Lien Claimant)

Company Name: ITALIA CONSTRUCTION INC

Address: 57151 DEAR CREEK CT WASHINGTON MI 48094

Telephone: 586-677-1697

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



FULL UNCONDITIONAL WAIVER

(Under the Construction Lien Act of 1980)

My/Our contract with Italia Construction, Inc. to provide Traffic Signal Work for the property described as: 9 Mile Road Sidwalk & Traffic Signal Improvements, City of Novi, Michigan, having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Rauhorn Electric, Inc.

  
(signature of lien claimant)

KATHLEEN A. CALABRO -

Signed on: December 17, 2012

17171 23 Mile Road

CONTROLLER

Macomb, MI 48042

Phone# 586.992.0400

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

INSTRUCTIONS

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with ITALIA CONSTRUCTION INC to provide  
(Prints Contracting Party)

READY MIX CONCRETE for the improvement of the property  
(Type of service)

Described as 9 MILE ROAD SIDEWALK  
(Project Name)

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

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

Signed on: 10-05-12 \_\_\_\_\_  
(Signature of Lien Claimant)

Amy E. Pounds  
(Printed Name of Lien Claimant)

Controller  
(Title of Lien Claimant)

Company Name: DETROIT READY MIX CONCRETE

Address: 9189 CENTRAL DETROIT, MI 48204

Telephone: 313-931-7043

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

## FULL UNCONDITIONAL WAIVER

I/we have a contract with: Italia Construction

to provide PAVEMENT MARKINGS for the improvements to the property

described as: 9 MILE SIDEWALK

NOVI, MI

Having been fully paid and satisfied, all My/Our construction Lien rights against such property are hereby waived and released

P.K. Contracting, Inc.  
1965 Barrett Dr  
Troy, MI 48064  
248-362-2130

Nicole Gray  
Nicole Gray, Agent

12/11/2012  
Date





QUALITY LIFE THROUGH GOOD ROADS:  
ROAD COMMISSION FOR OAKLAND COUNTY  
"WE CARE."

*Board of Road Commissioners*

*Ronald J. Fowles  
Commissioner*

*Gregory C. Jamison  
Commissioner*

*Eric S. Wilson  
Commissioner*

*Dennis G. Kolar, P.E.  
Managing Director*

*Gary Pironovics, P.E., P.T.O.E.  
Deputy Managing Director  
County Highway Engineer*

Department of  
Customer Services  
Permits Division

2420 Pontiac Lake Road  
Waterford, MI  
48328

248-858-4835

FAK  
248-858-4773

TDD  
248-858-8005

[www.rcocweb.org](http://www.rcocweb.org)

April 10, 2012

RAUHORN ELECTRIC INC  
17171 23 MILE ROAD  
MACOMB TWP, MI 48042

RE: PERMIT: E 54139

MUNICIPALITY: Novi Twp

ISSUE DATE: 3/9/2012

ROAD(S) HAGGERTY RD

RELEASED DATE: 4/10/2012

The final inspection has been performed on the above referenced permit. Our Finance Department will process a final billing. The associated bond will be returned to the Surety Company upon final payment of any outstanding balance. Cash bonds will be returned to the permit holder.

Final accounting may take 4 – 6 weeks for processing. If you have any questions regarding the release of a permit, please email us at [permits@rcoc.org](mailto:permits@rcoc.org).

Respectfully,

Danette L. Brewer  
Office Coordinator

**BOND RIDER**

To be attached to and form a part of a Maintenance and Guarantee Bond  
Bond No. 1215781 Dated \_\_\_\_\_, Italia Construction, Inc.  
as Principal, and Old Republic Insurance Company  
as Surety, in favor of City of Novi, Michigan  
as Obligee.

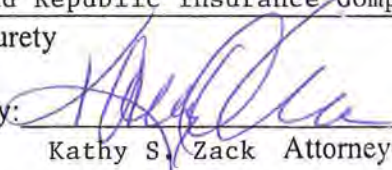
It is understood and agreed that the bond is changed or revised in the particulars as checked below:

- Name of Principal changed to: \_\_\_\_\_  
\_\_\_\_\_
- Amount of bond changed from: \$167,856.86  
To: \$199,679.18
- Other \_\_\_\_\_  
\_\_\_\_\_

Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This bond rider shall become effective as of 02/01/2013.

IN WITNESS WHEREOF; Old Republic Insurance Company

has caused its corporate seal to be hereunto affixed this 1st day of February, 2013

Old Republic Insurance Company  
Surety  
By:   
Kathy S. Zack Attorney-in-fact





# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

KATHY SUSAN ZACK, RYAN MICHAEL DUDEK, OF SOUTHFIELD, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS (\$2,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of MARCH, 2012.

OLD REPUBLIC INSURANCE COMPANY

*Phyllis M Johnson*  
Assistant Secretary



*Gerald C. Leach*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7TH day of MARCH, 2012, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Nicole L. Howe*  
Notary Public

My commission expires: 12/02/2012

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5196

Signed and sealed at the City of Brookfield, WI this 1st day of February, 2013



*Jane E. Cherny*  
Assistant Secretary

CORNISH ZACK HILL & ASSOC. INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.





## MEMORANDUM

**TO:** CLAY PEARSON, CITY MANAGER  
**FROM:** ROB HAYES, P.E.; DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER *RH*  
BRIAN COBURN, P.E.; ENGINEERING MANAGER *BC*  
**SUBJECT:** IMPROVEMENTS TO NINE MILE/HAGGERTY INTERSECTION  
**DATE:** NOVEMBER 27, 2012

*11/29/12  
To: Mayor's City  
Council Meeting*

*Work in progress  
to plan further  
intersection  
improvements.*

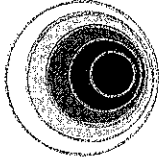
This memo is a follow-up to our September 12, 2012 memo regarding the construction of a fully-functional crosswalk across the north side of Nine Mile Road at the intersection with Haggerty Road. You may recall that crosswalks were either added or improved at three of the four legs of the intersection as part of the project to construct a pathway along the north side of Nine Mile Road between Meadowbrook and Haggerty Road. At that time, installing a crosswalk on the north leg of the intersection was determined to be not feasible because of a conflicting petroleum pipeline that exists under the intersection's northwest corner.

For the past several months, Engineering staff has been working with Buckeye Pipeline (the owner of the petroleum pipeline) and the Road Commission for Oakland County (RCOC), which has jurisdiction over Haggerty Road for approval of a design concept for crossing Haggerty Road on the north side of Nine Mile Road. The plan includes ADA-compliant ramps, pedestrian signals, and push-button activated controllers and has accounted for the exact location of the pipeline as determined by digging exploratory test holes this past summer.

\* Buckeye Pipeline met staff on site, reviewed the conceptual plan and has provided the attached review comments, which include the need to relocate an above ground casing vent at a cost of approximately \$30,000. RCOC has also provided tentative approval of the plan, subject to the submittal of a detailed design. Staff is working with City consultant Orchard, Hiltz & McCliment to complete the design this winter based on the input received on the conceptual plans. We will continue to discuss the final design with Buckeye with hopes of finding a less costly alternative to relocating the pipeline's casing vent.

We originally reported that the construction would occur in spring 2013; however the latest construction cost estimate is much higher than anticipated. The total remaining cost to construct the project is estimated to be \$85,760 (see attached estimate). Based on the increased construction cost, we will prepare this project for consideration as part of the FY2013-14 Capital Improvements Program.

cc: Barbara McBeth, Deputy Director Community Development  
Ben Croy, Civil Engineer



## **BUCKEYE PARTNERS, L.P.**

---

940 Buckeye Road  
Lima, Ohio 45804  
Tel (419) 993-8000  
Fax (419) 224-3519

November 6, 2012

Jacob Rushlow, P.E.  
Orchard, Hiltz, & McCliment, Inc.  
34000 Plymouth Rd.  
Livonia, MI 48150

RE: 9-Mile & Haggerty NW Corner  
Proposed Sidewalk Installation  
Your Proj. No. 0163-10-0130, 8/27/2012 Plan Sheet

Dear Mr. Rushlow:

As you know, Buckeye Pipe Line Company, L.P. has an active 8" and 12" diameter high-pressure, steel-welded petroleum products pipelines crossing under your proposed sidewalk and retaining wall area on the NW corner of 9-Mile and Haggerty Rds., Novi, MI. Both pipelines are encased under and across this intersection. With casing comes casing vents and cathodic test stations. Both are present and both seem to conflict with the sidewalk and retaining wall improvements you are proposing at present. Also, the 8" pipeline is shallow which creates issues of adverse loading and hoop stress.

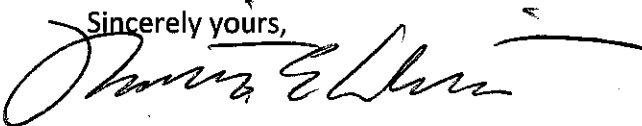
Here are Buckeye's issues:

1. During sub-base (aggregate) preparation work prior to concrete, there will be only 1.59' of earthen cover over the 8" pipeline. When completed, top of sidewalk and top of pipe will have a separation of 2.42'. Buckeye requires a minimum separation of 24" at all times. The sub-base work is what is of concern. There can be no loading, no vibratory work on/across the 8" pipeline during sidewalk construction;
2. The 12" pipeline is encased in 127' of 16" casing pipe as it angles through the 9-Mile & Haggerty intersection from SE to NW corner. There is an aboveground casing vent on the NW corner of 9-Mile and Haggerty Rds. To relocate this casing vent further north/northwest, I was given a verbal cost estimate of \$30,000 because the 12" pipeline is deep and there is substantial utility congestion (requiring hand-digging) at this location, too. This expense shall be reimbursable to Buckeye under provisions of its private easement on the NW corner of 9-Mile and Haggerty Rds. OR, the casing vent can remain 'as is' with the sidewalk/retaining wall improvements curving in front of it when following the contour of this corner arc to the north;

3. There is an 8" pipeline cathodic test station located in the middle of the proposed path of sidewalk. Buckeye can install a flush-mount test station box enclosure that will be in the sidewalk (not under it.) This 8" pipeline is encased in 69' of 12" casing as it crosses 9-Mile Road.

As always, keep Buckeye up-to-date with your plans at this location so we can plan accordingly and/or get a contractor involved to make adjustments to the casing vent and test station.  
Thank you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Martin E. White", with a long horizontal flourish extending to the right.

Martin E. White  
District Right of Way Agent – West/Central



**City of Novi****9 Mile and Haggerty Intersection Sidewalk Extension**

## Preliminary Engineer's Opinion of Probable Construction Costs

**Project Assumptions**

- 1 Sidewalk will be 5 feet wide with 6 inches of concrete on a 4 inch sand base.
- 2 New sidewalk ramps, pedestrian signals, and push buttons are included for both the NW and NE corner.
- 3 Buckeye Pipeline will require the relocation of their existing casing vent to accommodate the new sidewalk (per their 11/6/2012 letter).
- 4 Buckeye Pipeline will require the installation of a flush mount test station box enclosure that will be located in the new sidewalk (per their 11/6/2012 letter).

Description	Unit	Unit Price	Quantity	Cost
Mobilization, Max. 10%	LS	\$3,000.00	1	\$ 3,000.00
Audio Video Route Survey	LS	\$500.00	1	\$ 500.00
Maintenance of Traffic	LS	\$1,000.00	1	\$ 1,000.00
Erosion Control, Inlet Filter	Ea	\$100.00	2	\$ 200.00
Pavt, Rem	Syd	\$6.00	10	\$ 60.00
Sidewalk, Rem	Syd	\$8.00	20	\$ 160.00
Curb, Rem	Ft	\$10.00	80	\$ 800.00
Block Retaining Wall, Realign	Sft	\$200.00	10	\$ 2,000.00
Station Grading	Sta	\$1,000.00	1	\$ 1,000.00
Sidewalk, Conc, 6 inch	Sft	\$5.00	500	\$ 2,500.00
Sidewalk Ramp, Conc, 6 inch	Sft	\$8.00	100	\$ 800.00
Detectable Warning Surface	Ft	\$40.00	15	\$ 600.00
Curb and Gutter, Conc, Det F6	Ft	\$20.00	80	\$ 1,600.00
Block Retaining Wall	Sft	\$30.00	100	\$ 3,000.00
Pavt Mrkg, Rem	Ft	\$3.00	30	\$ 90.00
Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	\$4.00	80	\$ 320.00
Pavt Mrkg, Polyurea, 24 inch, Stop Bard	Ft	\$8.00	30	\$ 240.00
Pedestal, Fnd, Rem	Ea	\$500.00	1	\$ 500.00
Pedestal, Alum, Salv and Erect	Ea	\$1,000.00	1	\$ 1,000.00
TS, Pedestal, Salve and Erect	Ea	\$1,000.00	1	\$ 1,000.00
Pushbutton and Sign, Salvage and Erect	Ea	\$150.00	1	\$ 150.00
Pushbutton Post, Salvage and Erect	Ea	\$100.00	1	\$ 100.00
Conduit, DB, 1 1/4 inch	Ft	\$30.00	100	\$ 3,000.00
Pedestal, Foundation	Ea	\$800.00	3	\$ 2,400.00
Pedestal, Aluminum	Ea	\$500.00	2	\$ 1,000.00
Pushbutton and Sign	Ea	\$500.00	2	\$ 1,000.00
Pushbutton Post	Ea	\$200.00	2	\$ 400.00
TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	Ea	\$1,500.00	2	\$ 3,000.00
Surface Restoration, Seed and Mulch	Syd	\$5.00	400	\$ 2,000.00

Subtotal of Construction Cost	\$ 33,420.00
Allowance for RCOC Force Account	\$ 10,000.00
Allowance for Buckeye Casing Vent Relocation	\$ 30,000.00

Contract Administration (8.2%)	\$ 2,740.00
Inspection (15 crew days @ \$640/day)	\$ 9,600.00

**Total Preliminary Opinion of Costs** **\$ 85,760.00**

# Location Map

## Nine Mile Road and Haggerty Road



Map Author: Brian Coburn  
 Date: 9/13/12  
 Project:  
 Version #:

**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 Services  
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 Novi, MI 48375  
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1 inch = 60 feet