



## CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**July 9, 2018**

**SUBJECT:** Approval of the final payment to Anglin Civil, LLC, for the Village Oaks and Village Wood Lake Stormwater Improvement project in the amount of \$7,722.98, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 7,722.98</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 408,760 FY 2017-18 Budget</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>210-211.00-865.139</b>

### **BACKGROUND INFORMATION:**

This project involved the repair and replacement of drainage and outlet control structures in Village Oaks Lake and Village Wood Lake. The 2013 Stormwater Master Plan Update identified this area for proposed repair. This project also included locating buried storm sewer structures and eliminating public access to outlet and overflow structures in Village Wood Park (see attached map).

The construction contract was awarded for this project at the June 19, 2017 City Council meeting to Anglin Civil, LLC in the amount of \$86,144.00.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker (SDA), to review and verify the final contract payment amount of \$7,722.98 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, May 31, 2018).

There was one (1) approved change order (contract balancing change order) issued resulting in a net decrease of \$2,084.49 from the construction contract, or 2.4% under the awarded amount. The approved change order resulted in a final contract price of \$84,059.51.

**RECOMMENDED ACTION:** Approval of the final payment to Anglin Civil, LLC, for the Village Oaks and Village Wood Lake Stormwater Improvement project in the amount of \$7,722.98, plus interest earned on retainage.

# Village Oaks Lake & Village Wood Lake Stormwater Improvements

## Location Map



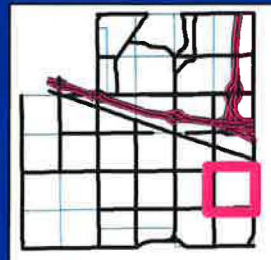
Map Author: J. Mathias  
Date: 06/5/2017

Project:  
Version #:

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 Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

Feet  
0 170 340 680 1,020

1 inch = 833 feet



ELIZABETH KUDLA SAARELA  
esaarela@jrsjlaw.com

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



May 31, 2018

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

**Re: *Village Oaks Lake & Village Wood Lake Stormwater Improvements*  
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Village Oaks Lake & Village Wood Lake Stormwater Improvements Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. A Rider decreasing the Maintenance Bond to the final project cost has been provided. The General Contractor will be required to provide its Full Unconditional Waiver of Lien at the time it receives final payment. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

EKS

C: Cortney Hanson, Clerk  
George Melistas, Senior Engineering Manager  
Joseph Akers, Staff Civil Engineer  
Carl Johnson, Finance Director/Chief Financial Officer  
George Melistas, Engineering Senior Manager  
Thomas R. Schultz, Esquire



# CITY OF NOVI

Balance Due This Payment = \$ 7,722.98

PURCHASE ORDER NO.

95180

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> Village Oaks/Wood SW Imprvmnts	<b>NOVI PROJECT NO.:</b> 17-3103	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	<b>CONTRACTOR:</b> Anglin Civil, LLC 13000 Newburgh Road Livonia, Michigan 48150 (248) 397-4200
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$86,144.00	<b>ORIGINAL:</b> October 12, 2017	<b>FROM:</b> October 20, 2017
<b>REVISED:</b> \$84,059.51	<b>REVISED:</b>	<b>TO:</b> May 23, 2018
<b>ACTUAL:</b>		

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Division 1 - Base Bid GL# 210-211.00-865.139 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	15.00	\$ 640.00	\$ 9,600.00	15.00	\$ 640.00	\$ 9,600.00				9.50	\$ 6,080.00	63%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
2	Pre-Construction Audio/Visual	LS	1.00	\$ 4,025.00	\$ 4,025.00	1.00	\$ 4,025.00	\$ 4,025.00				1.00	\$ 4,025.00	100%
3	Temporary Traffic Control	LS	1.00	\$ 4,025.00	\$ 4,025.00	1.00	\$ 4,025.00	\$ 4,025.00				1.00	\$ 4,025.00	100%
4	Soil Erosion and Sedimentation	LS	1.00	\$ 2,875.00	\$ 2,875.00	1.00	\$ 2,875.00	\$ 2,875.00				1.00	\$ 2,875.00	100%
5	Tree Protection Fencing	LF	100.00	\$ 5.75	\$ 575.00	0.00	\$ 5.75	\$ -				0.00	\$ -	
6	Orange Construction Fencing	LF	100.00	\$ 5.75	\$ 575.00	0.00	\$ 5.75	\$ -				0.00	\$ -	
7	SESC Turbidity Curtain	SY	57.00	\$ 34.50	\$ 1,966.50	27.78	\$ 34.50	\$ 958.41				27.78	\$ 958.41	100%
8	Clear Landscaping	LS	1.00	\$ 5,175.00	\$ 5,175.00	1.00	\$ 5,175.00	\$ 5,175.00				1.00	\$ 5,175.00	100%
9	Structure Cleaning	EA	5.00	\$ 1,092.50	\$ 5,462.50	6.00	\$ 1,092.50	\$ 6,555.00				6.00	\$ 6,555.00	100%
10	Pipe Cleaning and Jetting 12"-24"	LF	250.00	\$ 9.20	\$ 2,300.00	229.00	\$ 9.20	\$ 2,106.80				229.00	\$ 2,106.80	100%
11	Pipe Televising, 12"-24"	LF	250.00	\$ 9.20	\$ 2,300.00	229.00	\$ 9.20	\$ 2,106.80				229.00	\$ 2,106.80	100%
12	Dr. Structure Abandon, Complete	EA	1.00	\$ 1,725.00	\$ 1,725.00	1.00	\$ 1,725.00	\$ 1,725.00				1.00	\$ 1,725.00	100%
13	Conc Headwall, Rem, Complete	EA	1.00	\$ 5,175.00	\$ 5,175.00	1.00	\$ 5,175.00	\$ 5,175.00				1.00	\$ 5,175.00	100%
14	Sewer, Rem, Less than 24-inch	LF	24.00	\$ 57.50	\$ 1,380.00	24.00	\$ 57.50	\$ 1,380.00				24.00	\$ 1,380.00	100%
15	Sewer, Rem, 24-inch to 48-inch	LF	16.00	\$ 57.50	\$ 920.00	8.00	\$ 57.50	\$ 460.00				8.00	\$ 460.00	100%
16	Str Rehab Type 1: Point-Up	EA	3.00	\$ 747.50	\$ 2,242.50	5.00	\$ 747.50	\$ 3,737.50				5.00	\$ 3,737.50	100%
17	Str Rehab Type 2: Cover Adjust	EA	1.00	\$ 575.00	\$ 575.00	0.00	\$ 575.00	\$ -				0.00	\$ -	
18	Culv End Sect, Conc, 15-inch	EA	1.00	\$ 2,875.00	\$ 2,875.00	1.00	\$ 2,875.00	\$ 2,875.00				1.00	\$ 2,875.00	100%
19	Culv End Sect, Conc, 18-inch	EA	1.00	\$ 4,025.00	\$ 4,025.00	1.00	\$ 4,025.00	\$ 4,025.00				1.00	\$ 4,025.00	100%
20	Culv End Sect, Conc, 42-inch	EA	1.00	\$ 5,750.00	\$ 5,750.00	1.00	\$ 5,750.00	\$ 5,750.00				1.00	\$ 5,750.00	100%
21	Sewer C76 Cl IV, 18-inch, Tr A	LF	16.00	\$ 230.00	\$ 3,680.00	16.00	\$ 230.00	\$ 3,680.00				16.00	\$ 3,680.00	100%
22	1" x 3" Stone Access Bridge	CY	75.00	\$ 57.50	\$ 4,312.50	30.00	\$ 57.50	\$ 1,725.00				30.00	\$ 1,725.00	100%
23	Aggregate, 6A	CY	7.00	\$ 115.00	\$ 805.00	10.00	\$ 115.00	\$ 1,150.00				10.00	\$ 1,150.00	100%
24	Stone Rip-Rap, Plain	SY	2.00	\$ 575.00	\$ 1,150.00	4.00	\$ 575.00	\$ 2,300.00				4.00	\$ 2,300.00	100%

TOTAL THIS SHEET

\$ 68,894.00

\$ 66,809.51

\$ -

\$ 66,809.51

100%





# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Village Oaks/Wood SW Imprvmnts

NOVI PROJECT NO.: 17-3103

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	%
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -				\$ -	\$ -	
TOTAL FROM OTHER SHEETS					\$ 86,144.00		\$ 84,059.51		\$ -		\$ 84,059.51		
<b>GRAND TOTAL</b>					<b>\$ 86,144.00</b>		<b>\$ 84,059.51</b>		<b>\$ -</b>		<b>\$ 84,059.51</b>		<b>100%</b>



**CITY OF NOVI**

**PURCHASE ORDER NO.**

**95180**

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

Section 2.

**APPLICATION FOR FINAL PAYMENT**

PROJECT: Village Oaks/Wood SW Imprvmnts      NOVI PROJECT NO.: 17-3103      PAYMENT NO.: FINAL

Original Contract Amount: \$ 86,144.00

Change Orders: \$ (2,084.49)

Adjusted Contract Amount to Date: \$ 84,059.51

Total Cost of Work Performed to Date: \$ 84,059.51

MINUS Retainage: 

0%
----

 \$ -

MINUS Inspection "Crew Days": 

To Date	9.50
This Pay	0.00

 \$ -

Net Amt. Earned of Contract and Extra Work to Date: \$ 84,059.51

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

--

 \$ -

\$ amount/day = 

\$400
-------

Subtotal: \$ 84,059.51

ADD Incentive "Crew Days", if under: \$ 3,520.00

Subtotal: \$ 87,579.51

MINUS Amount of Previous Payments: \$ 79,856.53

1 \$	75,669.81
2 \$	4,186.72
3 \$	-
4 \$	-
5 \$	-
6 \$	-
7 \$	-
8 \$	-
9 \$	-
10 \$	-

**BALANCE DUE THIS PAYMENT: \$ 7,722.98**

**CHANGE ORDERS**

No.	Date	Amount
1	September 19, 2017	\$ (2,084.49)
3		
4		
5		
6		
7		
8		
9		
10		
<b>TOTAL:</b>		<b>\$ (2,084.49)</b>

Inspection "Crew Days" Allowed per Contract:	15.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	15.00
Inspection "Crew Days" Used to Date:	9.50
Inspection "Crew Days" Remaining:	5.50



# CITY OF NOVI

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

## Section 3.


### APPLICATION FOR FINAL PAYMENT

PROJECT: Village Oaks/Wood SW Imprvmts      NOVI PROJECT NO.: 17-3103      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

  
Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering  
Division, email=astaup@cityofnovi.org, c=US  
Date: 2018.05.29 15:05:16 -04'00'



**Aaron J. Staup, Construction Engineer**  
Electronic Signature Certification

  
Digitally signed by George Melistas  
DN: cn=George Melistas, o=City of Novi, ou=Engineering  
Division, email=gmelistas@cityofnovi.org, c=US  
Date: 2018.05.29 15:08:23 -04'00'

**George D. Melistas, Engineering Senior Manager**  
Electronic Signature Certification

**Josh Malik**  
Digitally signed by Josh Malik  
DN: cn=Josh Malik, o=Anglin Civil, ou,  
email=josh@anglincivil.com, c=US  
Date: 2018.05.23 08:52:31 -04'00'

**Anglin Civil, LLC**  
CONTRACTOR - Electronic Signature Certification

 Ghassan K. Dahoui  
May 23 2018 10:22 AM  


**Spalding DeDecker & Associates**  
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 \_\_\_\_\_

**Bond: RCB0011481**

TO (OWNER)  
*(Name and Address)*

ARCHITECT'S PROJECT NO:

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

CONTRACT FOR:

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

PROJECT:

*(Name and Address)*

Village Oaks Lake & Village Wood Lake Stormwater Improvements

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

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

, SURETY COMPANY,

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

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

, CONTRACTOR,

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

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

, OWNER,


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

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

Attest:  
Seal



RLI Insurance Company  
Surety Company

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



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

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

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

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

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

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

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

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

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

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

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



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

*B. W. Davis*

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of December, 2017.

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

*B. W. Davis*

Barton W. Davis

Vice President

*Gretchen L. Johnigk*

Gretchen L. Johnigk

Notary Public



**GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number RCB0011481 effective June 22, 2017 issued by the RLI Insurance Company in the amount of EIGHTY SIX THOUSAND ONE HUNDRED FORTY FOUR AND 00/100 (\$86,144.00) on behalf of Anqlin Civil, LLC as Principal and in favor of City of Novi as Obligee for the Village Oaks Lake & Village Wood Lake Stormwater Improvements project:

Now, Therefore, it is agreed that:

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

**\$84,059.51**

**From**

**\$86,144.00**

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

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

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

Anqlin Civil, LLC

(Principal)

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

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

RLI Insurance Company

(Surety)

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

Angelo G. Zervos, Attorney-in-Fact



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

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

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

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

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

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

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

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

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

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

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



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

Barton W. Davis

Vice President

State of Illinois }  
County of Peoria } SS

#### CERTIFICATE

On this 19th day of July, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 19th day of December, 2017.

Gretchen L. Johnigk

Notary Public



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

Barton W. Davis

Vice President



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

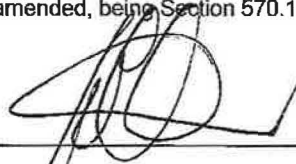
That the contractor has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

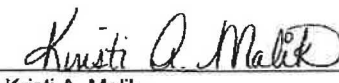
Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor)(supplier) or as \_\_\_\_\_ of the (contractor)(subcontractor)(supplier) for the purposes of representing to the owner or lessee of the premises described on the reverse side and his or her agents that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

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

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

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

  
 \_\_\_\_\_  
 Subscribed and sworn to before me this 18th day of May, 2018. (Deponent)

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

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

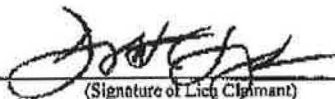
Pre-Construction Video for the improvement of the property  
(Type of service)

described as Village Oaks Lake & Village Wood Lake Stormwater Improvements  
(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: 4/17/18

  
(Signature of Lien Claimant)

Dwight G. Spengler  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: Construction Video Media Inc.

Address: 111 East Newberry Romeo, MI 48065

Telephone: (800) 346-3342

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

Please return copy to Josh Malik  
 Email to [josh@anglincivil.com](mailto:josh@anglincivil.com)  
 Fax (888) 642-2030



# FULL UNCONDITIONAL WAIVER OF LIEN

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

Concrete Pipe and End Sections for the improvement of the property  
(Type of service)

described as Village Oaks Lake & Village Wood Lake Stormwater Improvements  
(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: 4-17-18

Kathy Anderson  
(Signature of Lien Claimant)

KATHY ANDERSON  
(Printed Name of Lien Claimant)

Credit Manager  
(Title of Lien Claimant)

Company Name: Core & Main (Formerly HD Supply-Waterworks)

Address: 6575 23 Mile Road, Shelby Twp. MI 48375

Telephone: (586) 323-8800

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Please return copy to Josh Malik  
Email to [josh@anglincivil.com](mailto:josh@anglincivil.com)  
Fax (888) 642-2030





**FULL UNCONDITIONAL WAIVER OF LIEN**

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

Jet and CTV Pipe Cleaning for the improvement of the property  
(Type of service)

described as Village Oaks Lake & Village Wood Lake Stormwater Improvements  
(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: 5/2/2018

[Handwritten Signature]  
(Signature of Lien Claimant)

David Guth  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: United Resource, LLC

Address: 32900 Capitol Street Livonia MI 48150

Telephone: 734-338-7730

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

Please return copy to Josh Malik  
Email to [josh@anglincivil.com](mailto:josh@anglincivil.com)  
Fax (888) 642-2030