



**CITY of NOVI CITY COUNCIL**

**Agenda Item E**  
**April 7, 2014**

**SUBJECT:** Approval of the final payment to Anglin Civil, LLC, for the Civic Center Parking Lot and Sidewalk Ramp Improvements project in the amount of \$4,595.78.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BSC*

**CITY MANAGER APPROVAL:** *[Signature]*

EXPENDITURE REQUIRED	\$4,595.78
AMOUNT BUDGETED	\$116,270
LINE ITEM NUMBER	101-265.00-971.100 <i>[initials]</i>

**BACKGROUND INFORMATION:**

The scope of this project involved the addition of 17 parking stalls on the north side of the Civic Center along the dead-end access drive west of the circle drive (see attached map and plans). This new parking lot provides additional parking in close proximity to the Civic Center's north building entrance. This project also included improvements to existing sidewalks and sidewalk ramps throughout the Civic Center parking lot as necessary to comply with the Americans with Disability Act requirements.

The construction contract was awarded for this project at the June 17, 2013 City Council meeting to Anglin Civil, LLC in the amount of \$94,059. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$4,595.78 that is due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's March 13, 2014 letter, attached).

There was only one (1) change order issued for this project. Change Order No. 1 involved adjusting quantities to construct an additional asphalt pathway from the south Civic Center parking lot to the softball fields at Power Park and to balance all quantities in the contract. The change order resulted in an overall decrease of \$2,143.50 to the contract. The approved change order resulted in a final contract price of \$91,915.50.

**RECOMMENDED ACTION:** Approval of the final payment to Anglin Civil, LLC, for the Civic Center Parking Lot and Sidewalk Ramp Improvements project in the amount of \$4,595.78.

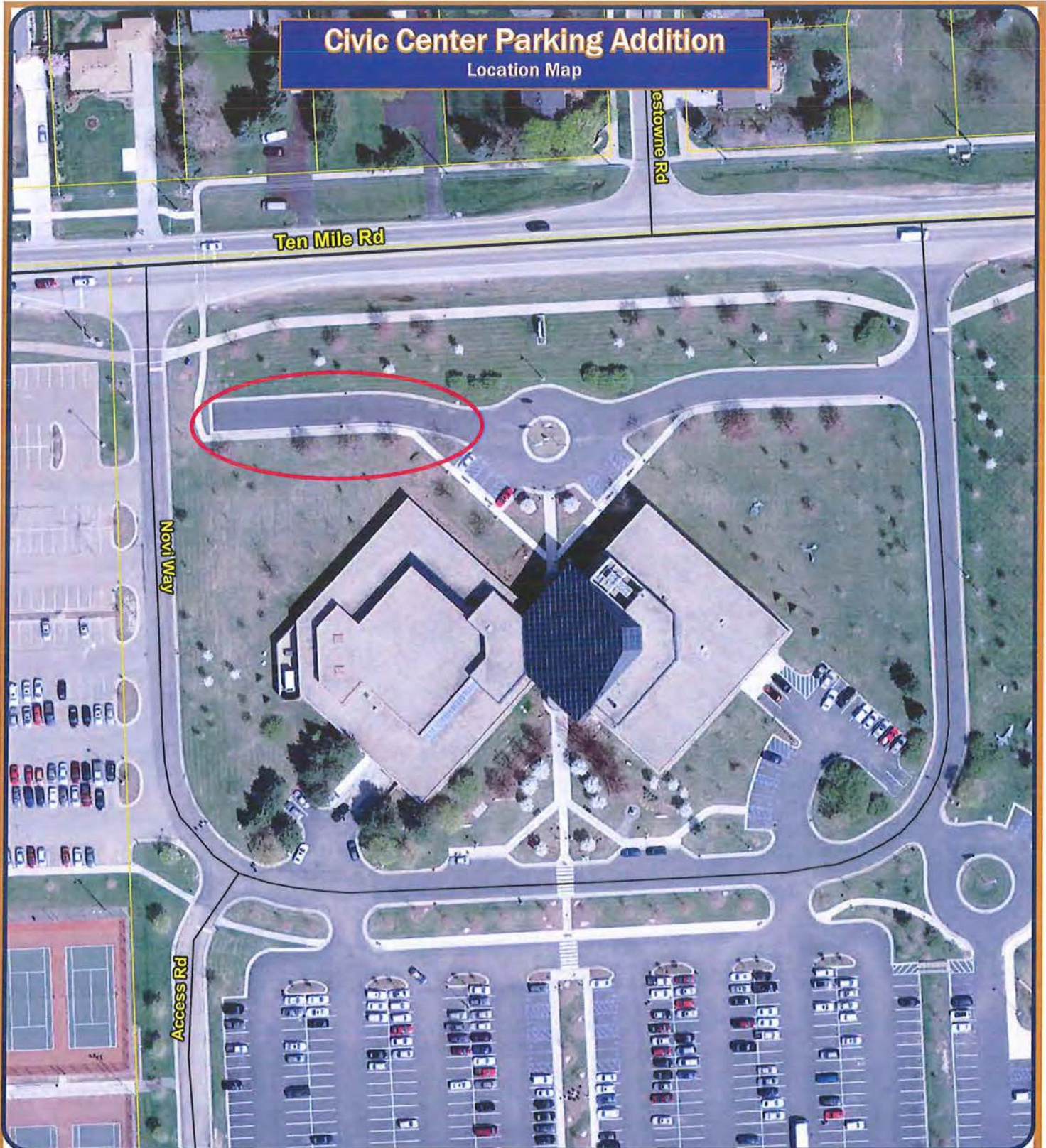
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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



# Civic Center Parking Addition

Location Map



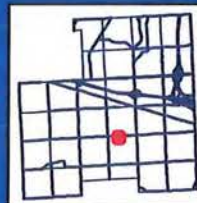
Map Author: Croy  
Date: 2/14/13  
Project: Civic Center Parking  
Version #: v1.0

#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 100 feet



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











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

March 13, 2014

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

**RE: Civic Center Parking and Sidewalk Ramp Improvements  
*Anglin Civil, L.L.C.***

Dear Mr. Staup:

We have received and reviewed the following closing documents for the Civic Center Parking and Sidewalk Ramp Improvements Project:

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

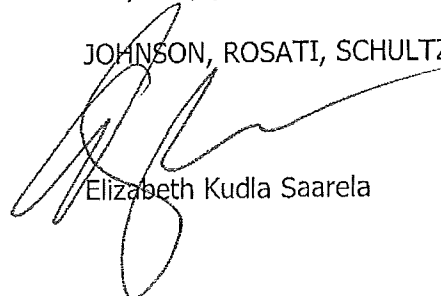
Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The contractor should provide its waiver of lien at the time it picks up its final payment from the City.

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

Aaron Staup, Construction Engineering Coordinator  
March 12, 2014  
Page 2

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

- C: Maryanne Cornelius, Clerk (w/Enclosures)
- Victor Cardenas, Interim City Manager (w/Enclosures)
- Rob Hayes, DPS Director (w/Enclosures)
- Carl Johnson, Finance Director (w/Enclosures)
- Jessica Dorey, Deputy Finance Director (w/Enclosures)
- Brian Coburn, Engineering Manager (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)









# CITY OF NOVI

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

Section 2.

## APPLICATION FOR FINAL PAYMENT

PROJECT: Civic Center Parking and Ramps      NOVI PROJECT NO.: 13-8001      PAYMENT NO.: FINAL

Original Contract Amount: \$ 94,059.00  
 Change Orders: \$ (2,143.50)  
 Adjusted Contract Amount to Date: \$ 91,915.50  
 Total Cost of Work Performed to Date: \$ 91,915.50

**CHANGE ORDERS**

No.	Date	Amount
1	October 30, 2013	\$ (2,143.50)

MINUS Retainage: \$ -  
 MINUS Inspection "Crew Days":  
     To Date: 0% \$ -  
     This Pay: 16.00 \$ 2,560.00  
                   0.00 \$ -  
 Net Amt. Earned of Contract and Extra Work to Date: \$ 89,355.50

MINUS L.D.'s: # of days over =  \$ -  
                   \$ amount/day = \$400  
 Subtotal: \$ 89,355.50

ADD Incentive "Crew Days", if under: \$ -  
 Subtotal: \$ 89,355.50

**TOTAL: \$ (2,143.50)**

MINUS Amount of Previous Payments: \$ 84,759.72  
 1 \$ 84,759.72  
 2 \$ -  
 3 \$ -  
 4 \$ -  
 5 \$ -  
 6 \$ -  
 7 \$ -  
 8 \$ -  
 9 \$ -  
 10 \$ -

**BALANCE DUE THIS PAYMENT: \$ 4,595.78**

Inspection "Crew Days" Allowed per Contract:	8.00
Additional "Crew Days" per Change Orders:	4.00
Total Inspection "Crew Days" Allowed:	12.00
Inspection "Crew Days" Used to Date:	16.00
Inspection "Crew Days" Remaining:	-4.00



CITY OF NOVI

26300 Lee BeGole Dr.  
Novi, Michigan 48375  
Tel: (248) 347-0454  
Fax: (248) 735-5559

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Civic Center Parking and Ramps

NOVI PROJECT NO.: 13-8001

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.

Anglin Civil Constructors, Inc.  
Contractor Company

Contractor Authorized Signature

By: JOSH MALIK  
Print Name

Date: 3/4/2014

Spalding DeDecker & Associates, Inc.  
Consultant Firm

Consultant Authorized Signature

By: TED MEADOWS  
Print Name

Date: 3/4/14

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 3/13/14

By: Brian Coburn, PE., Engineering Manager

Dated: 3/13/14



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

**Bond: SSB425427**

TO (OWNER)  
*(Name and Address)*

ARCHITECT'S PROJECT NO:

City of Novi  
45175 W. Ten Mile Rd.  
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: 07/15/13

PROJECT:  
*(Name and Address)*  
Civic Center Parking and Sidewalk Ramp Improvements  
Novi Project No. 13-8001

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  
9150 South Hills Blvd, Suite 290  
Broadview Heights, OH 44147

, SURETY COMPANY,

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

Anglin Civil, LLC  
48265 9 Mile Rd  
Northville, MI 48167

, CONTRACTOR,

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

City of Novi  
45175 W. Ten Mile Rd.  
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 February 24, 2014

Attest:  
Seal

*Courtney R. [Signature]*

RLI Insurance Company  
Surety Company

*Donald W. Burden [Signature]*  
\_\_\_\_\_  
Signature of Authorized Representative  
Donald W. Burden, Attorney-in-Fact



P.O. Box 3967 | Peoria, IL 61612-3967  
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**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (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, Veronda D. Gordon, 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 5th day of November, 2013.

State of Illinois }  
County of Peoria } SS



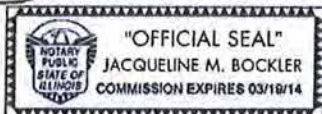
**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die Vice President

#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, 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 24th day of February 2014

Jacqueline M. Bockler  
Notary Public



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

Roy C. Die Vice President



**SWORN STATEMENT**

State of Michigan }  
 County of Wayne §

Josh Malik, being duly sworn, states the following: Anglin Civil, L.L.C.  
 is the (contractor)(subcontractor) for an improvement to the following real property in Oakland County, Novi, Michigan,  
 described as follows: City of Novi- Civic Center Parking and Sidewalk Ramp Improvements  
Project No. 13-8001

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
James Sauve Contracting	Curbs & Sidewalks	\$43,784.80	\$43,784.80	\$0.00	\$0.00	\$0.00	\$0.00
H.G. Sartor	Asphalt Paving	\$9,900.00	\$9,900.00	\$0.00	\$0.00	\$0.00	\$0.00
All items that are not specifically listed are under \$1000 and have been paid in full.							

\*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

statement are correctly and fully set forth opposite their names:

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.\*

I make this statement as the (contractor)(subcontractor) or as Project Engineer of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY 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 UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

Josh Malik  
 Dependent Printed Name

[Signature]  
 Dependent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

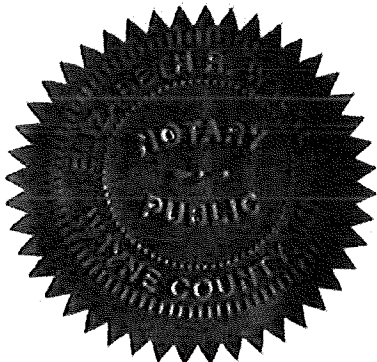
Subscribed and sworn to before me this 3rd day of March, 2014

Elizabeth R Walker, Notary Public

Wayne County, Michigan

My Commission Expires: 10/20/2016

**ELIZABETH R. WALKER**  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF WAYNE  
 MY COMMISSION EXPIRES OCT 20, 2016  
 ACTING IN COUNTY OF Wayne



FULL UNCONDITIONAL WAIVER

Anglin Civil LLC  
13000 Newburgh Road  
Livonia, MI 48150  
248-397-4200

SUBCONTRACTOR/SUPPLIER

PROJECT

James Suive Contracting

City of Novi - Civic Center

I/We have a contract with ANGLIN CIVIL LLC to provide

Curb and Sidewalks  
for the improvement to the property described as \_\_\_\_\_  
and hereby waive and release my claim in the amount of \$ 43,784.80  
for labor/materials provided through the end of ~~10-21-13~~ 10-21-13

This waiver together with all previous waivers, if any, (circle one) Does Does Not  
Cover all amounts due to me/us for the contract improvements provided through  
the date shown above.

Date

10-31-2013

Print Name / Title

JAMES SUIVE OWNER

Signature

James Suive

Telephone

248 910 5145

Please sign and return to : ANGLIN CIVIL LLC  
Attn: Kristi Malik  
13000 Newburgh Road  
Livonia, MI 48150  
Fax: 888-642-2030

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



FULL UNCONDITIONAL WAIVER

Anglin Civil LLC  
13000 Newburgh Road  
Livonia, MI 48150  
248-397-4200

SUBCONTRACTOR/SUPPLIER

PROJECT

H.G. Sartor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Novi - Civic Center parking lot

I/We have a contract with ANGLIN CIVIL LLC to provide


ASPHALT PAVING

for the improvement to the property described as City of Novi civic center  
and hereby waive and release my claim in the amount of \$ 9900.00  
for labor/materials provided through the end of 10-21-13

This waiver together with all previous waivers, if any, (circle one) Does Does Not  
Cover all amounts due to me/us for the contract improvements provided through  
the date shown above.

Date 10-28-13

Print Name / Title Harold G. Sartor President

Signature 

Telephone 1-248-736-9510

Please sign and return to : ANGLIN CIVIL LLC  
Attn: Kristi Malik  
13000 Newburgh Road  
Livonia, MI 48150  
Fax: 888-642-2030

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY