



# TRANSMITTAL

**Date:** March 15, 2017

**To:** Ms. Marlene Chockley  
\_\_\_\_\_  
Northfield Township  
\_\_\_\_\_  
8350 Main St.  
\_\_\_\_\_  
Whitmore Lake, MI 48189  
\_\_\_\_\_

**Re:** Northfield Township  
\_\_\_\_\_  
Whitmore Lake Road  
\_\_\_\_\_  
Sanitary Sewer Extension  
\_\_\_\_\_

**Project No.:** 200-12748-14001  
\_\_\_\_\_

**We are enclosing:** Application for Payment #4, Final; Change Order #1, Final Balancing; Certificate of Substantial Completion; Consent of Surety to Final Payment; and Unconditional Waivers of Lien  
\_\_\_\_\_

**Remarks:**

Please find attached four (4) original copies each of the Application for Payment, Change Order, and Certificate of Substantial Completion, and one (1) copy each of the remaining documents. They have been checked for accuracy and are recommended for processing by the Township. Note that the Change Order is to be approved prior to approving the Application for Payment.

Please execute all four (4) copies of the Application for Payment, Change Order, and Certificate of Substantial Completion. Retain one (1) of each for your records, and return three (3) copies of each to this office for distribution. The remaining documents are for your records.

Feel free to contact me with any questions.

**copy:** File \_\_\_\_\_  
\_\_\_\_\_

**By:** Tim Ard \_\_\_\_\_



TETRA TECH Inc.

710 Avis Drive, Ann Arbor, MI 48108  
Telephone: 734.665.6000  
Fax: 734.665.2570

# CHANGE ORDER

DISTRIBUTION:  
Owner - 1  
MDEQ -- 1  
Contractor - 1  
Tetra Tech - 1

OWNER: Northfield Township,  
Michigan

TITLE: Whitmore Lake Road  
Sanitary Sewer  
Improvements

CONTRACTOR: Joe Raica Excavating, Inc.  
CONTRACT NO.: 200-12748-14001

CHANGE ORDER NO.: 1, Final Balancing

DATE: January 5, 2017

**TO THE CONTRACTOR NAMED ABOVE:**

Under the above contract and upon approval of the Owner, we hereby recommend the following changes to the contract:

Description	Add/ Deduct	Amount
Item 1, Adjust Final Contract Amounts Per Attached Spreadsheet	Deduct	-\$36,763.08
<b>TOTAL THIS CHANGE ORDER</b>	<b>DEDUCT</b>	<b>-\$36,763.08</b>

Due to changes in Contract quantities to reflect actual amounts installed. Please see supporting documentation attached hereto.

Current Contract Amount	\$473,999.25
Amount this Change Order Deduct	-\$36,763.08
<b>New Contract Amount</b>	<b>\$437,236.17</b>

RECOMMENDED BY: Tetra Tech

DATE 3/15/17

ACCEPTED BY: Joe Raica Excavating Inc.

DATE 3/13/17

APPROVED BY: Northfield Township, Michigan

DATE \_\_\_\_\_

Item	Qty.	Unit	Description	Unit Price	Final Quantity	Net Change in Quantity	Net Change in Amount
1	1	Lump Sum	Mobilization	\$20,000.00	1,025	0.025	\$500.00
2	1	Lump Sum	Traffic Control	\$5,000.00	1	0	\$0.00
3	1	Lump Sum	Audio Visual	\$3,000.00	1	0	\$0.00
4	1	Lump Sum	Clearing	\$18,000.00	1	0	\$0.00
5	2	Each	Utility Investigation	\$1,500.00	2	0	\$0.00
6	75	LF	Steel Casing Pipe, 24-inch Jacked in Place	\$300.00	75	0	\$0.00
7	599	LF	12" PVC SDR 26 Sanitary Sewer	\$100.00	590	-9	-\$900.00
8	75	LF	12" Sanitary Sewer, Placed in Casing	\$42.00	75	0	\$0.00
9	4523	LF	3" SDR-11 HDPE Force Main	\$20.75	4535	12	\$249.00
10	21	Each	Service Connection, Low Pressure Sewer	\$852.00	22	1	\$852.00
11	2194	LF	1.5" SDR-9 HDPE Service Lateral	\$18.25	2318	124	\$2,263.00
12	21	Each	Curb Stop	\$1,040.00	22	1	\$1,040.00
13	9	Each	Grinder Pump, Installed	\$4,220.50	10	1	\$4,220.50
14	4	Each	Service Connection, Gravity Sewer, 12" x 6"	\$3,520.00	3	-1	-\$3,520.00
15	1	Each	Service Connection, Core and Boot Manhole	\$1,500.00	1	0	\$0.00
16	372	LF	6" PVC Sched 40 Gravity Service Lateral	\$70.00	180	-192	-\$13,440.00
17	2	Each	48" Sanitary Sewer Manhole	\$4,255.00	2	0	\$0.00
18	1	Each	48" Corrosion Resistant Sanitary Sewer Force Main Discharge Manhole	\$9,560.00	1	0	\$0.00
19	1	Each	Exterior Drop Connection	\$3,500.00	1	0	\$0.00
20	3	Each	Air Relief Structure	\$5,330.00	3	0	\$0.00
21	2	Each	Flushing Structure	\$4,650.00	2	0	\$0.00
22	2	Each	Sanitary Sewer Cleanout	\$930.00	2	0	\$0.00
23	1	Lump Sum	Detroit Edison Electrical Allowance	\$5,000.00	0	-1	-\$5,000.00
24	1	Lump Sum	Utility Coordination Allowance	\$5,000.00	1.2704845	0.2704845	\$1,352.42
25	1	Lump Sum	Grinder Pump Electrical Allowance	\$20,000.00	0.156	-0.844	-\$16,880.00
26	3000	LF	Erosion Control, Silt Fence	\$2.50	0	-3000	-\$7,500.00
<b>Total Change</b>							<b>(\$36,763.08)</b>

APPLICATION FOR PAYMENT CERTIFICATE

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4

CONTRACTOR: Raica Excavating TITLE: Whitmore Lake Rd. Sanitary Sewer Extension  
 OWNER: Northfield Township CONTRACT NO.: 200-12748-14001  
 Substantial Completion Date: Sept 15, 2016 Final Completion Date: October 15, 2016  
 Milestone Completion Date: \_\_\_\_\_

Application is made for payment for the Work shown below, accomplished through the date of December 28, 2016

1. Original Contract Sum		\$ <u>473,999.25</u>
2. Net Change by Change Order		\$ <u>-36,763.08</u>
3. Current Contract Amount (line 1 + line 2)		\$ <u>437,236.17</u>
4. Work Complete (from summary sheet)	<u>100 %</u>	\$ <u>437,236.17</u>
5. Less 20% Restoration		\$ <u>0.00</u>
6. Less <u>0 %</u> Retainage	\$ <u>0.00</u>	
7. Less 10% Retainage - Stored Materials	\$ <u>N/A</u>	
8. Total Retainage and Restoration (line 5 + 6)		\$ <u>0.00</u>
9. Amount Due to Date (line 4 - 8)		\$ <u>437,236.17</u>
10. Less Previous Payments (from summary sheet)		\$ <u>401,813.91</u>
11. Amount Due This Application (line 9-10)		\$ <u>35,422.26</u>

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account 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 or 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.

ATTACHMENTS TO THIS CERTIFICATION:

Summary Sheet       Change Order Summary       Stored Material Summary  
 Other

CONTRACTOR:

By: Jenny Raica

Date: 2/2/17

Payment to CONTRACTOR of the amount shown in line 11 above is recommended by ENGINEER, Tetra Tech, Inc.

By: Brian M. Lubel

Date: 3/15/17

APPROVED: OWNER

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

Date: \_\_\_\_\_

Line #	Description	Unit	QTY	Unit Price	Amount	Quantities Previous Periods	Amount Previous Periods	Quantities This Periods	Amount This Periods	Total Completed and Stored	Balance to Completion
1	Mobilization	Lump Sum	1	\$20,000.00	\$20,000.00	1	\$20,000.00	0.025	\$500.00	\$20,500.00	-\$500.00
2	Traffic Control	Lump Sum	1	\$5,000.00	\$5,000.00	1	\$5,000.00		\$0.00	\$5,000.00	\$0.00
3	Audio Visual	Lump Sum	1	\$3,000.00	\$3,000.00	1	\$3,000.00		\$0.00	\$3,000.00	\$0.00
4	Clearing	Lump Sum	1	\$18,000.00	\$18,000.00	1	\$18,000.00		\$0.00	\$18,000.00	\$0.00
5	Utility Investigation	Each	2	\$1,500.00	\$3,000.00	2	\$3,000.00		\$0.00	\$3,000.00	\$0.00
6	Steel Casing Pipe, 24-inch Jacketed in Place	LF	75	\$300.00	\$22,500.00	75	\$22,500.00		\$0.00	\$22,500.00	\$0.00
7	12" PVC SDR 26 Sanitary Sewer	LF	599	\$100.00	\$59,900.00	590	\$59,000.00		\$0.00	\$59,900.00	\$900.00
8	12" Sanitary Sewer, Placed in Casing	LF	75	\$42.00	\$3,150.00	75	\$3,150.00		\$0.00	\$3,150.00	\$0.00
9	3" SDR-11 HDPE Force Main	LF	4523	\$20.75	\$93,862.25	4535	\$94,101.25	1	\$0.00	\$94,101.25	-\$249.00
10	Service Connection, Low Pressure Sewer	Each	21	\$852.00	\$17,892.00	21	\$17,892.00	1	\$852.00	\$16,744.00	-\$852.00
11	1.5" SDR-9 HDPE Service Lateral	LF	2194	\$18.25	\$40,040.50	2038	\$37,193.50	280	\$5,110.00	\$42,303.50	-\$2,263.00
12	Curb Stop	Each	21	\$1,040.00	\$21,840.00	21	\$21,840.00	1	\$1,040.00	\$22,880.00	-\$1,040.00
13	Grinder Pump, Installed	Each	9	\$4,220.50	\$37,984.50	9	\$37,984.50	1	\$4,220.50	\$42,205.00	-\$4,220.50
14	Service Connection, Gravity Sewer, 12" x 6"	Each	4	\$3,520.00	\$14,080.00	3	\$10,560.00		\$0.00	\$10,560.00	\$3,520.00
15	Service Connection, Core and Boot Manhole	Each	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00	\$1,500.00	\$0.00
16	6" PVC Schd 40 Gravity Service Lateral	LF	372	\$70.00	\$26,040.00	180	\$12,600.00		\$0.00	\$12,600.00	\$13,440.00
17	48" Sanitary Sewer Manhole	Each	1	\$4,255.00	\$4,255.00	2	\$8,510.00		\$0.00	\$8,510.00	\$0.00
18	48" Corrosion Resistant Sanitary Sewer Force Main Discharge Manhole	Each	1	\$9,560.00	\$9,560.00	1	\$9,560.00		\$0.00	\$9,560.00	\$0.00
19	Exterior Drop Connection	Each	1	\$3,500.00	\$3,500.00	1	\$3,500.00		\$0.00	\$3,500.00	\$0.00
20	Air Relief Structure	Each	3	\$5,330.00	\$15,990.00	3	\$15,990.00		\$0.00	\$15,990.00	\$0.00
21	Flushing Structure	Each	2	\$4,650.00	\$9,300.00	2	\$9,300.00		\$0.00	\$9,300.00	\$0.00
22	Sanitary Sewer Cleanout	Each	2	\$930.00	\$1,860.00	2	\$1,860.00		\$0.00	\$1,860.00	\$0.00
23	Detroit Edison Electrical Allowance	Lump Sum	1	\$5,000.00	\$5,000.00	0	\$0.00		\$0.00	\$5,000.00	\$5,000.00
24	Utility Coordination Allowance	Lump Sum	1	\$5,000.00	\$5,000.00	1	\$6,352.42		\$0.00	\$6,352.42	-\$1,352.42
25	Grinder Pump Electrical Allowance	Lump Sum	1	\$20,000.00	\$20,000.00	0	\$3,120.00		\$0.00	\$3,120.00	\$16,880.00
26	Erosion Control, Silk Fence	LF	3000	\$2.50	\$7,500.00	0	\$0.00		\$0.00	\$7,500.00	\$7,500.00
	<b>Total</b>				<b>\$473,999.25</b>		<b>\$425,513.67</b>		<b>\$11,722.50</b>	<b>\$437,236.17</b>	<b>\$36,763.08</b>
	Balancing Change Order #1	LS									
	<b>Grand Total</b>										

-\$36,763.08  
\$437,236.17

-\$36,763.08  
\$0.00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract: Whitmore Lake Rd. Sanitary Sewer Improvements  
Contract No. 200-12748-14001  
Date Issued: December 30, 2016  
OWNER Northfield Township, Michigan  
CONTRACTOR Joe Raica Excavating, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

No exceptions

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

June 23, 2016  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is below under Contractor Responsibilities This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees pending final payment shall be as follows:

OWNER: Shall perform and/or maintain insurances, if any, in accordance with Article 5 of the General Conditions, and allow CONTRACTOR reasonable access to complete or correct items on the tentative list. Additional responsibilities are:  
None

CONTRACTOR: Shall perform and/or maintain Site security, temporary facilities, Bonds and insurances in accordance with Article 5 of the General Conditions, and protect the Work. Additional responsibilities are:

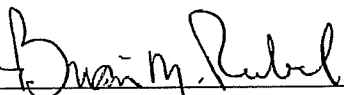
Warranty for additional grinder pump installation and appurtenances at the south side of the property at 6350 Whitmore Lake road, currently known as "Broadscape Landscape Supplies" begins on 11/10/16

The following documents are attached to and made a part of this Certificate:

None

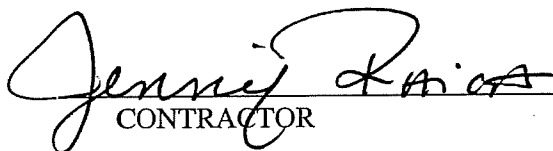
This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on December 30, 2016  
Date

  
\_\_\_\_\_  
ENGINEER

By: Brian Rubel, P.E.  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 1-9-17  
Date

  
\_\_\_\_\_  
CONTRACTOR

By: Jennifer Raica  
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER

By: Marlene Chockley  
(Authorized Signature)

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER   
Bond #BDA745208

PROJECT: Northfield Township Whitmore Lake Road Sanitary Sewer Extension, 200-12748-14001  
(name, address)

TO (Owner)  
Northfield Township  
8350 Main Street  
Whitmore Lake, MI 48189

ARCHITECT'S PROJECT NO:  
CONTRACT FOR:  
CONTRACT DATE: February 29, 2016

CONTRACTOR: Joe Raica Excavating, Inc.  
3640 Nicholson Road  
Fowlerville, MI 48836

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)

AMCO Insurance Company  
1100 Locust Street, Dept. 2006  
DesMoines, IA 50391 , SURETY COMPANY,

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

Joe Raica Excavating, Inc.  
3640 Nicholson Road  
Fowlerville, MI 48836 , 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)

Northfield Township  
8350 Main Street  
Whitmore Lake, MI 48189 , OWNER,

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

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 23rd day of February, 2017

AMCO Insurance Company  
Surety Company

*Marcia J. Miller*

Signature of Authorized Representative

Marcia J. Miller Attorney-in-fact

Title

Attest:  
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

CLOYD W. BARNES
DAVID G. CHAPMAN

ROBERT G. CHAPMAN
NATHAN G. CHAPMAN

MARCIA J. MILLER

LANSING MI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

THREE MILLION AND NO/100 DOLLARS

\$ 3,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Sandy Alitz

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 23rd day of February, 20 17.

Robert W Horner III
Secretary

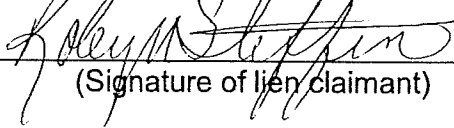
This Power of Attorney Expires 08/29/19

**FULL UNCONDITIONAL WAIVER**

My/our contract with Joe Racia Excavating to provide  
electrical \_\_\_\_\_ for the improvement of the property described as  
Northfield township/ Whitmore Lake Sewer Project  
\$ 16,17705 having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

Cochran Electric Co.

\_\_\_\_\_  
(Printed Name of Lien Claimant)

  
\_\_\_\_\_  
(Signature of Lien claimant)

Signed on: 2-20-2017

Address: 2103 S. Jackson St.

Jackson, MI 49203

Telephone: 517-784-7106

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

**FULL UNCONDITIONAL WAIVER**

My/our contract with Joe Raica Excavating, Inc. to provide labor/materials for the improvement of the property described as Northfield Township has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

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 of 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.

Michigan Pipe & Valve-Lansing / Ferguson Waterworks #3386

  
Linda Prater, Credit Manager

Signed On: February 20, 2017

Address: 1931 Snow Road  
Lansing MI 48917  
Telephone: 517.322.0300

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