



CITY of NOVI CITY COUNCIL

**Agenda Item F
February 8, 2016**

SUBJECT: Approval of the final payment to ILE Excavating, Inc. for the Whipple Street Culvert Replacement project in the amount of \$6,470.17, plus interest earned on retainage.

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

CITY MANAGER APPROVAL: *SPK*

EXPENDITURE REQUIRED	\$ 6,470.17
AMOUNT BUDGETED	\$ 139,610.00
LINE ITEM NUMBER	210-211.00-865.049

BACKGROUND INFORMATION:

This project involved the replacement of a small culvert/bridge on Whipple Street over the Leavenworth Creek (see attached location map). Staff has been monitoring the bridge for many years. In the most recent inspections, staff observed failing abutments and a small sink hole.

The construction contract was awarded for this project at the July 27, 2015 City Council meeting to ILE Excavating, Inc., in the amount of \$77,054.00.

Engineering staff worked with the engineering consultant for this project, OHM-Advisors to review and verify the final contract payment amount of \$6,470.17 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 January 14, 2016 letter, attached).

There was one (1) approved change order issued for this project resulting in an increase of \$1,227.47 to the construction contract, or 1.60% over the awarded amount. The approved change orders resulted in a final contract price of \$78,281.47.

RECOMMENDED ACTION: Approval of the final payment to ILE Excavating, Inc. for the Whipple Street Culvert Replacement project in the amount of \$6,470.17, plus interest earned on retainage.

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

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

Whipple Street Culvert Replacement

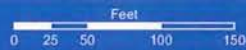
Location Map



Map Author: Croy
 Date: 7/17/15
 Project: Whipple Culvert
 Version #: v2.0

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 = 125 feet



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

WHIPPLE STREET CULVERT REPLACEMENT



Overall - looking north



West side looking east along new culvert



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 14, 2016

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

**Re: *Whipple Street Culvert Replacement – ILE Excavating
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Whipple Street Culvert Replacement Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Contractor is required to submit its final Waiver of Lien at time the final payment is provided.

Aaron Staup, Construction Engineering Coordinator
January 14, 2016
Page 2

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
Jacob Rushlow, OHM Advisors (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

APPLICATION FOR FINAL PAYMENT

PROJECT: Whipple St. Culvert Replacement

NOVI PROJECT NO.: 15-3102

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	%
18			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
19			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
20			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
21			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
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	\$ -	-
TOTAL FROM THIS SHEET						\$ -	\$ -				\$ -	\$ -	-
TOTAL FROM OTHER SHEETS						\$ 77,054.00	\$ 78,281.47		\$ 1,337.47		\$ 78,281.47	\$ 78,281.47	-
GRAND TOTAL						\$ 77,054.00	\$ 78,281.47		\$ 1,337.47		\$ 78,281.47	\$ 78,281.47	100%



CITY OF NOVI

PURCHASE ORDER NO.

94578

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Whipple St. Culvert Replacement NOVI PROJECT NO.: 15-3102 PAYMENT NO.: FINAL

Original Contract Amount: \$ 77,054.00

Change Orders: \$ 1,227.47

Adjusted Contract Amount to Date: \$ 78,281.47

Total Cost of Work Performed to Date: \$ 78,281.47

MINUS Retainage:

MINUS Inspection "Crew Days": To Date 10.00 This Pay 0.00 \$ -

Net Amt. Earned of Contract and Extra Work to Date: \$ 78,281.47

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

Subtotal: \$ 78,281.47

ADD Incentive "Crew Days", if under: \$ 1,280.00

Subtotal: \$ 79,561.47

MINUS Amount of Previous Payments: \$ 73,091.30

- 1 \$ 73,091.30
2 \$ -
3 \$ -
4 \$ -
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT: \$ 6,470.17

CHANGE ORDERS

Table with columns: No., Date, Amount. Row 1: 1, January 0, 1900, \$ 1,227.47. Summary row: TOTAL: \$ 1,227.47

Table with 2 columns: Description, Amount. Rows: Inspection "Crew Days" Allowed per Contract: 12.00, Additional "Crew Days" per Change Orders: 0.00, Total Inspection "Crew Days" Allowed: 12.00, Inspection "Crew Days" Used to Date: 10.00, Inspection "Crew Days" Remaining: 2.00



CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5859

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Whipple St. Culvert Replacement

NOVI PROJECT NO.: 15-3102

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

By: Aaron J. Staup, Construction Engineering Coordinator

Dated:

1/14/16

ILE Excavating, Inc.
Contractor Company

Date:

1/6/16

Contractor Authorized Signature

By: Suzanne M. Husa
Print Name

By: Brian Coburn, PE., Engineering Senior Manager

Dated:

1/14/16

OHM Advisors
Consultant Firm

Date:

1/13/16

Consultant Authorized Signature

By: Jacob Rushlow
Print Name

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: 62486208

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

City Of Novi
26300 Lee BeGole Drive
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: 07/15/2015

PROJECT:
(Name and Address)
Whipple Street Culvert Replacement

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)

Western Surety Company
333 S. Wabash Ave
Chicago, IL 60604

, SURETY COMPANY,

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

ILE EXCAVATING, INC.
P.O. Box 871412
Canton, MI 48187

, 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
26300 Lee BeGole Drive
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 22, 2015

Attest:
Seal



Western Surety Company
Surety Company



Signature of Authorized Representative
Veronda D. Gordon, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gus E Zervos, Steve M Zervos, Angelo G Zervos, Donald W Burden, Veronda D Gordon, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of October, 2015.

WESTERN SURETY COMPANY

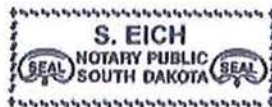


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of October, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of December, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 62486208 effective August 5, 2015
issued by the Western Surety Company
in the amount of SEVENTY SEVEN THOUSAND FIFTY FOUR AND 00/100 DOLLARS,
on behalf of ILE Excavating, Inc.
as Principal and in favor of City of Novi
as Obligee:

Now, Therefore, it is agreed that:

The Bond Amount Has Been Increased To

\$78,281.47

From

\$77,054.00

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 22nd day of December, 2015

Signed, sealed and dated this 22nd day of December, 2015

ILE Excavating, Inc.

By: [Signature] (Principal)

Western Surety Company

By: [Signature] (Surety)
Veronda D. Gordon
Attorney-in-Fact

Accepted By:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gus E Zervos, Steve M Zervos, Angelo G Zervos, Donald W Burden, Veronda D Gordon, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of October, 2015.



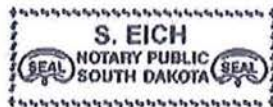
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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My commission expires
February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of December, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF Wayne

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

President of the ILE Excavating
(Title) (Firm Name)

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

Whipple Street Culvert Replacement
(Description of Improvement)

located at: On Whipple Street, North of 11 Mile Road and South of Old Grand River West, Novi, MI

The total amount of the contract is \$78,281.47 of which I have received payment of \$73,091.30 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.

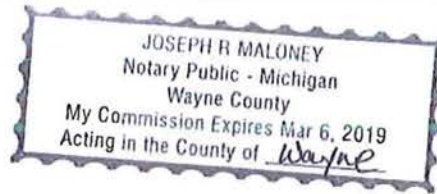
Signed this 10th day of December, 2015

Name: ILE Excavating, Inc.
(individual/corporation/partnership)

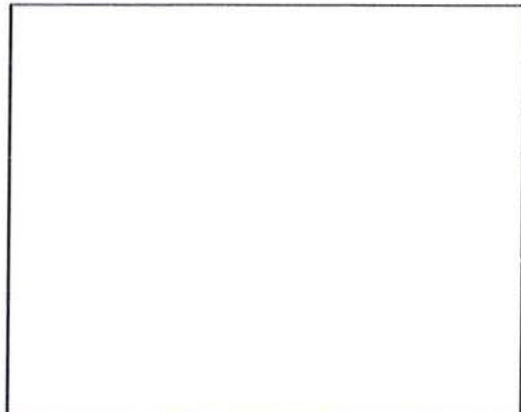
By: [Signature] (Title) Attest: President (Title)

Subscribed and sworn to before me this 18th day of December, 2015

Notary Public: [Signature]



NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Timmer Construction Co.	Cast in place concrete & reinforcement	\$14,846.00	\$14,846.00	\$0.00	0.0%	\$0.00
Copeland Paving, Inc.	Hot-Mix Asphalt	\$3,500.00	\$3,500.00	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
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					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$18,346.00	\$18,346.00	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$77,054.00</u>	Work Completed to Date: <u> \$78,281.47</u>
Plus: Extras to Contract: <u> \$1,227.47</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$78,281.47</u>	Less: Amount Previously Paid: <u> \$73,091.30</u>
Less: Credits to Contract: <u> </u>	Less: Amount of this Request: <u> \$6,470.17</u>
Total: Adjusted Contract: <u> \$78,281.47</u>	Total Balance Due: <u> -\$1,280.00</u>



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with to provide ITE Excavating Inc
(Prime Contracting Party)

Labor & Materials for the improvement of the property
(Type of service)

described as City of Novi, Whipple Street
(Project Name)
TCC # 2015-044
2370 Asphalt

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: 1/5/2016 Nannette Etzell
(Signature of Lien Claimant)

Nannette Etzell
(Printed Name of Lien Claimant)

Bookkeeper
(Title of Lien Claimant)

Company Name: Timmer Construction Co.

Address: 30670 W. 8 Mile Rd, Farmington Hills

Telephone: (248) 478-9400 ms 48336

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with to provide ILE Excavating Inc.
(Prime Contracting Party)

asphalt paving for the improvement of the property
(Type of service)

described as 26029 Whipple Street
(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: 1/6/16

Rhonda Marshall
(Signature of Lien Claimant)

Rhonda Marshall
(Printed Name of Lien Claimant)

Secretary
(Title of Lien Claimant)

Company Name: Copeland Paving Inc.

Address: 46900 W. 12 Mile Road Novi, MI 48377

Telephone: 248-305-6020

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