



CITY of NOVI CITY COUNCIL

**Agenda Item F
November 12, 2013**

SUBJECT: Approval of the final payment and balancing change order to Koala-T Construction Corporation for the 2012 Pathway Gap and Americans with Disabilities Act (ADA) Compliance Program, in the amount of \$11,491.33.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 11,491.33
AMOUNT BUDGETED	\$ 15,297 (Meadowbrook Rd Pathway) \$ 18,359 (Taft Rd Pathway) <u>\$ 115,208 (ADA Compliance Program)</u> \$ 148,864 TOTAL for Engineering and Construction
LINE ITEM NUMBER	204-204.00-974.426 (Meadowbrook Rd Pathway) 204-204.00-974.427 (Taft Rd Pathway) 204-204.00-805.003 (ADA Compliance Program)

BACKGROUND INFORMATION:

The 2012 Pathway Gap Program included two segments: segment #36 along the west side of Taft Road between Grand River and Eleven Mile (some portions already completed by developments), and segment #144 along the west side of Meadowbrook between Grand River and Cherry Hill. The completion of these segments resulted in continuous pathway routes connecting to larger pathway networks in each area. The project also included improvements to sidewalk ramps and other sidewalk defects along Meadowbrook Road at the intersections of Thirteen Mile Road and Brownstone Drive, and also at the entrance for Meadowbrook Elementary as part of the ADA Compliance Plan. A location map for each segment has been included for reference.

City Council awarded the project to Koala-T Construction Corporation, low-bidder, in the amount of \$184,877.32 at the August 27, 2012 meeting.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$11,491.33 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's October 30, 2013 letter, attached).

There were two approved change orders for this project resulting in a net decrease of \$9,803.78 to the construction contract or 5.3% under the awarded amount. The first change order balanced the existing contract line items associated with the

Meadowbrook Road (Grand River to Cherry Hill) segment at a decreased cost of \$3,120.53. The second and final change order balanced the rest of the contract line items associated with the Taft Road (Grand River to Eleven Mile) segment and the Meadowbrook Elementary ADA compliance items, decreasing the contract by \$6,683.25. The approved change orders resulted in a final contract price of \$175,073.54.

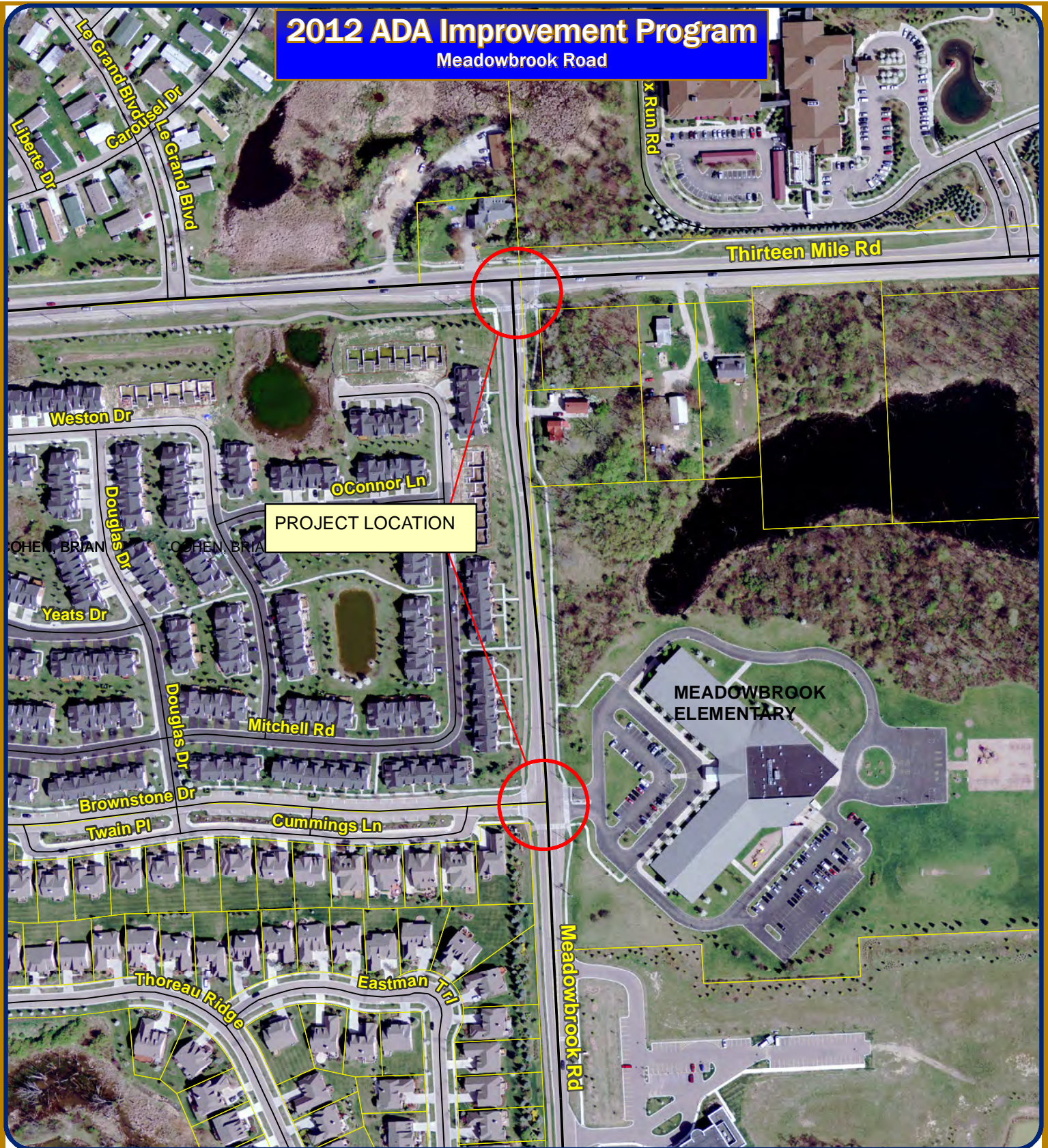
RECOMMENDED ACTION: Approval of the final payment and balancing change order to Kaala-T Construction Corporation for the 2012 Pathway Gap and Americans with Disabilities Act (ADA) Compliance Program, in the amount of \$11,491.33.

	1	2	Y	N
Mayor Gatt				
Council Member Casey				
Council Member Fischer				
Council Member Markham				

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

2012 ADA Improvement Program

Meadowbrook Road



Map Author: Croy
Date: 4/25/12
Project: ADA
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 = 250 feet



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

2012 Pathway Gap Program Meadowbrook Road Segment Location Map



Map Author: Croy
Date: 11/4/13
Project: 2012 Pathway Gap Program
Version #: v1.2



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1 inch = 130 feet

2012 Pathway Gap Program Taft Road Segment Location Map



Map Author: Croy
Date: 2/29/12
Project: 2012 Pathway Gap Program
Version #: v1.1



1 inch = 225 feet



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**PHOTOS OF COMPLETED PATHWAYS
MEADOWBROOK ROAD AND TAFT ROAD**



Taft Road looking north



Taft Road looking south



Meadowbrook Road Pathway between Grand River and Cherry Hill



ADA Ramp improvements on Meadowbrook Road



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

October 30, 2013

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

**RE: 2012 Pathway Gap and ADA Compliance
*Koala-T Construction, Inc.***

Dear Mr. Staup:

We have received and reviewed the following closing documents for the 2012 Pathway Gap and ADA Compliance Project:

1. Application for Final Payment
2. Change Order No. 2
3. Contractor's Sworn Statement
4. Waivers of Lien
5. Consent of Surety

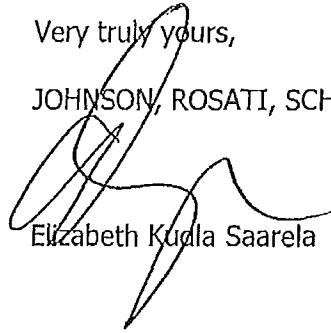
Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The contractor should provide its waiver of lien at the time it picks up its final payment from the City.

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

Aaron Staup, Construction Engineering Coordinator
October 30, 2013
Page 2

Very truly yours,

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

A handwritten signature in black ink, appearing to read "Elizabeth Kudla Saarela". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Victor Cardenas, Assistant City Manager (w/Enclosures)
Ted Meadows, Spalding DeDecker Associates (w/Enclosures)
Sabrina Lilla (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: 2012 Pathway Gap and ADA Complie **NOVI PROJECT NO.:** 11-5001 **PAYMENT NO.:** FINAL
OWNER: City of Novi **ENGINEER:** Spalding DeDecker & Associates, Inc. **CONTRACTOR:** Koala-T Construction Corporation
 45175 W. Ten Mile Road 905 South Boulevard East 424 Ferry Avenue
 Novi, Michigan 48375 Rochester Hills, Michigan 48307 Pontiac, MI 48341

CONTRACT AMOUNT **FINAL COMPLETION DATE** **DATES OF ESTIMATE**
ORIGINAL: \$ 184,877.32 **ORIGINAL:** November 22, 2012 **FROM:** December 31, 2012
REVISED: \$ 175,073.54 **REVISED:** November 22, 2012 **TO:** October 18, 2013

SECTION 1 (Division 1) COST OF COMPLETED WORK TO DATE

Item No.	Meadowbrook Road Gap 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	%
1-0	Constr. Inspection "Crew Day"	CD	5	\$ 615.00	\$ 3,075.00	5	\$ 615.00	\$ 3,075.00				11.0	\$ 6,765.00	220%
1-1	Bonds, Insurance & Mob (5% Max)	LS	1	\$ 2,108.02	\$ 2,108.02	1	\$ 2,108.02	\$ 2,108.02				1.0	\$ 2,108.02	100%
1-2	Audio-Visual DVD Coverage, Pre-Const	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00				1.0	\$ 1,000.00	100%
1-3	Soil Erosion / Sedimentation Control	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00				1.0	\$ 500.00	100%
1-4	Temporary Traffic Control Devices	LS	1	\$ 800.00	\$ 800.00	1	\$ 800.00	\$ 800.00				1.0	\$ 800.00	100%
1-5	Clearing and Grubbing	Sta	6.9	\$ 300.00	\$ 2,070.00	6.9	\$ 300.00	\$ 2,070.00				6.9	\$ 2,070.00	100%
1-6	Tree, Rem. 8 inch to 18 inch	Ea	8	\$ 600.00	\$ 4,800.00	12	\$ 600.00	\$ 7,200.00				12.0	\$ 7,200.00	100%
1-7	End Section, 12" CSP, Remove	Ea	1	\$ 150.00	\$ 150.00	1	\$ 150.00	\$ 150.00				1.0	\$ 150.00	100%
1-8	Curb and Gutter, Rem	Ft	26	\$ 34.00	\$ 884.00	22	\$ 34.00	\$ 748.00				22.0	\$ 743.00	100%
1-9	Sidewalk, Concrete, Remove	Sft	135	\$ 2.00	\$ 270.00	135	\$ 2.00	\$ 270.00				135.0	\$ 270.00	100%
1-10	Structure, Adjust, Complete	Ea	1	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00				1.0	\$ 200.00	100%
1-11	Pathway Grading	Sta	6.9	\$ 500.00	\$ 3,450.00	6.9	\$ 500.00	\$ 3,450.00				6.9	\$ 3,450.00	100%
1-12	Undercut Excavation (as needed)	Cyd	140	\$ 30.00	\$ 4,200.00	94.9	\$ 30.00	\$ 2,847.00				94.9	\$ 2,847.00	100%
1-13	Embankment, CIP	Cyd	7	\$ 30.00	\$ 210.00	7	\$ 30.00	\$ 210.00				7.0	\$ 210.00	100%
1-14	Ditch, Regrade	Lft	150	\$ 18.00	\$ 2,700.00	150	\$ 18.00	\$ 2,700.00				150.0	\$ 2,700.00	100%
1-15	4' Dia. Flat Top Shallow Storm Manhole	Ea	1	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00	\$ 1,800.00				1.0	\$ 1,800.00	100%
1-16	12" RCP, C76 Class IV Storm Sewer	Ft	12	\$ 100.00	\$ 1,200.00	8	\$ 100.00	\$ 800.00				8.0	\$ 800.00	100%
1-17	12" RCP, C76 Class IV End Section	Ea	1	\$ 300.00	\$ 300.00	1	\$ 300.00	\$ 300.00				1.0	\$ 300.00	100%
1-18	Aggregate Base, 6 inch Limestone	Syd	700	\$ 6.50	\$ 4,550.00	715	\$ 6.50	\$ 4,647.50				715.0	\$ 4,647.50	100%
1-19	Curb and Gutter, Concrete	Lft	26	\$ 22.00	\$ 572.00	22	\$ 22.00	\$ 484.00				22.0	\$ 484.00	100%
1-20	Sidewalk, Conc, 4 inch	Sft	4820	\$ 2.45	\$ 11,809.00	4822	\$ 2.45	\$ 11,813.90				4822.0	\$ 11,813.90	100%
1-21	Sidewalk, Conc, 6 inch	Sft	640	\$ 2.95	\$ 1,888.00	640	\$ 2.95	\$ 1,888.00				640.0	\$ 1,888.00	100%
1-22	Sidewalk Ramp, ADA, 6" Concrete	Sft	105	\$ 2.95	\$ 309.75	105	\$ 2.95	\$ 309.75				105.0	\$ 309.75	100%
1-23	ADA Detectable Warning Plate	Sft	26	\$ 28.00	\$ 728.00	22	\$ 28.00	\$ 616.00				22.0	\$ 616.00	100%
1-24	PVC Pedestrian Railing (3 Rail Fence)	Ft	96	\$ 10.00	\$ 960.00	92	\$ 10.00	\$ 920.00				92.0	\$ 920.00	100%
1-25	Mulch Blanket	Syd	450	\$ 1.50	\$ 675.00	450	\$ 1.50	\$ 675.00				450.0	\$ 675.00	100%
1-26	Restoration	LS	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	\$ 4,500.00				1.0	\$ 4,500.00	100%

TOTAL THIS SHEET \$ 52,633.77 \$ 53,007.17 \$ - \$ 53,007.17 100%



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: 2012 Pathway Gap and ADA Complie NOV1 PROJECT NO.: 11-5001 PAYMENT NO.: FINAL

SECTION 1 (Division 2) COST OF COMPLETED WORK TO DATE

Item No.	Taft Road Gap 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	%
2-0	Constr. Inspection "Grew Day"	CD	22	\$ 615.00	\$ 13,530.00	15	\$ 615.00	\$ 9,225.00				15.0	\$ 9,225.00	100%
2-1	Bonds, Insurance & Mob (5% Max)	LS	1	\$ 3,494.72	\$ 3,494.72	1	\$ 3,494.72	\$ 3,494.72				1.0	\$ 3,494.72	100%
2-2	Audio-Visual DVD Coverage, Pre-Const	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00				1.0	\$ 1,000.00	100%
2-3	Soil Erosion and Sedimentation Control	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00				1.0	\$ 500.00	100%
2-4	Temporary Traffic Control Devices	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00				1.0	\$ 500.00	100%
2-5	Construction Fencing - Orange	Fl	210	\$ 1.50	\$ 315.00	0	\$ 1.50					0.0		
2-6	Clearing and Grubbing	Sta	4.2	\$ 500.00	\$ 2,100.00	4.2	\$ 500.00	\$ 2,100.00				4.2	\$ 2,100.00	100%
2-7	Tree, Rem. 8 inch to 18 inch	Ea	6	\$ 500.00	\$ 3,000.00	6	\$ 500.00	\$ 3,000.00				6.0	\$ 3,000.00	100%
2-8	Sidewalk, Concrete, Remove	Sft	587	\$ 1.00	\$ 587.00	587	\$ 1.00	\$ 587.00				587.0	\$ 587.00	100%
2-9	Relocate Sprinkler Head, w/ Pipe	Ea	4	\$ 75.00	\$ 300.00	4	\$ 75.00	\$ 300.00				4.0	\$ 300.00	100%
2-10	Structure, Adjust, Complete	Ea	1	\$ 250.00	\$ 250.00	1	\$ 250.00	\$ 250.00				1.0	\$ 250.00	100%
2-11	Pathway Grading	Sta	4.2	\$ 300.00	\$ 1,260.00	4.2	\$ 300.00	\$ 1,260.00				4.2	\$ 1,260.00	100%
2-12	Undercut Excavation (as needed)	Cyd	56	\$ 30.00	\$ 1,680.00	0	\$ 30.00					0.0		
2-13	Aggregate Base, 6 inch	Syd	440	\$ 6.50	\$ 2,860.00	453.3	\$ 6.50	\$ 2,946.45				453.3	\$ 2,946.45	100%
2-14	Sidewalk, Conc. 4 inch	Sft	3395	\$ 2.45	\$ 8,317.75	3404	\$ 2.45	\$ 8,339.80				3404.0	\$ 8,339.80	100%
2-15	Sidewalk, Conc. 6 inch	Sft	175	\$ 2.95	\$ 516.25	331	\$ 2.95	\$ 976.45				331.0	\$ 976.45	100%
2-16	Wooden Boardwalk, Complete	Sft	2140	\$ 25.70	\$ 54,998.00	2140	\$ 25.70	\$ 54,998.00				2140.0	\$ 54,998.00	100%
2-17	Sodding, Class "A"	Syd	40	\$ 30.00	\$ 1,200.00	0	\$ 30.00					0.0		
2-18	Mulch Blanket	Syd	70	\$ 1.50	\$ 105.00	70	\$ 1.50	\$ 105.00	20.00	\$ 30.00	29%	70.0	\$ 105.00	100%
2-19	Blanket, Biodegradable	Syd	750	\$ 7.50	\$ 5,625.00	0	\$ 7.50					0.0		
2-20	Carya Ovata	Ea	2	\$ 800.00	\$ 1,600.00	2	\$ 800.00	\$ 1,600.00				2.0	\$ 1,600.00	100%
2-21	Cercis Canadensis	Ea	2	\$ 400.00	\$ 800.00	2	\$ 400.00	\$ 800.00				2.0	\$ 800.00	100%
2-22	Picea Abies	Ea	3	\$ 600.00	\$ 1,800.00	3	\$ 600.00	\$ 1,800.00				3.0	\$ 1,800.00	100%
2-23	Hamamelis Virginiana	Ea	5	\$ 300.00	\$ 1,500.00	5	\$ 300.00	\$ 1,500.00				5.0	\$ 1,500.00	100%
2-24	Rhus Aromatica 'Gro-Low'	Ea	6	\$ 45.00	\$ 270.00	6	\$ 45.00	\$ 270.00				6.0	\$ 270.00	100%
2-25	Taxus X Media 'Densifomis'	Ea	10	\$ 65.00	\$ 650.00	10	\$ 65.00	\$ 650.00				10.0	\$ 650.00	100%
2-26	Viburnum Opulus 'Compactum'	Ea	8	\$ 45.00	\$ 360.00	8	\$ 45.00	\$ 360.00				8.0	\$ 360.00	100%
2-27	Restoration	LS	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ 3,500.00				1.0	\$ 3,500.00	100%
TOTAL FROM THIS SHEET				\$ 99,086.72	\$ 99,086.72		\$ 90,837.42	\$ 90,837.42	\$ 30.00			\$ 90,837.42		
TOTAL FROM OTHER SHEET				\$ 52,633.77	\$ 52,633.77		\$ 53,007.17	\$ 53,007.17	\$ -			\$ 53,007.17		
SUBTOTAL				\$ 151,722.49	\$ 151,722.49		\$ 143,844.59	\$ 143,844.59	\$ 30.00			\$ 143,844.59		100%



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APPLICATION FOR FINAL PAYMENT

PROJECT: 2012 Pathway Gap and ADA Complie NOVI PROJECT NO.: 11-5001 PAYMENT NO.: FINAL

SECTION 1 (Division 3) COST OF COMPLETED WORK TO DATE

Item No.	Meadowbrook ADA Compliance 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	%
3-0	Constr. Inspection "Crew Day"	CD	4.00	\$ 615.00	\$ 2,460.00	3.50	\$ 615.00	\$ 2,152.50				3.50	\$ 2,152.50	100%
3-1	Bonds, Insurance & Mob (5% Max)	LS	1.00	\$ 1,037.33	\$ 1,037.33	1.00	\$ 1,037.33	\$ 1,037.33				1.00	\$ 1,037.33	100%
3-2	Audio-Visual DVD Coverage, Pre-Const	LS	1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%
3-3	Soil Erosion and Sedimentation Control	LS	1.00	\$ 200.00	\$ 200.00	1.00	\$ 200.00	\$ 200.00				1.00	\$ 200.00	100%
3-4	Temporary Traffic Control Devices	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
3-5	Curb and Gutter, Rem	Ft	111.00	\$ 34.00	\$ 3,774.00	111.00	\$ 34.00	\$ 3,774.00				111.00	\$ 3,774.00	100%
3-6	Sidewalk , Concrete, Remove	Sft	1185.00	\$ 1.60	\$ 1,896.00	987.50	\$ 1.60	\$ 1,580.00				987.50	\$ 1,580.00	100%
3-7	Asphalt Sidewalk, Remove	Sft	660.00	\$ 1.60	\$ 1,056.00	660.00	\$ 1.60	\$ 1,056.00				660.00	\$ 1,056.00	100%
3-8	Asphalt Pavement, Remove	Syd	30.00	\$ 18.00	\$ 540.00	30.00	\$ 18.00	\$ 540.00				30.00	\$ 540.00	100%
3-9	Relocate Sprinkler Head, w/ Pipe	Ea	4.00	\$ 75.00	\$ 300.00	3.00	\$ 75.00	\$ 225.00				3.00	\$ 225.00	100%
3-10	Structure, Adjust, Complete	Ea	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
3-11	Pavement Marking, Crosswalk, Remove	Ft	760.00	\$ 1.25	\$ 950.00	835.00	\$ 1.25	\$ 1,043.75	835.00	\$ 1,043.75	1	835.00	\$ 1,043.75	100%
3-12	Undercut Excavation (as needed)	Cyd	55.00	\$ 34.00	\$ 1,870.00	0.00	\$ 34.00	\$ -				0.00	\$ -	
3-13	Aggregate Base, 6 inch , Limestone	Syd	270.00	\$ 10.00	\$ 2,700.00	190.55	\$ 10.00	\$ 1,905.50				190.55	\$ 1,905.50	100%
3-14	Aggregate Base, 8 inch , Limestone	Syd	30.00	\$ 12.00	\$ 360.00	0.00	\$ 12.00	\$ -				0.00	\$ -	
3-15	Curb and Gutter , Concrete	Lft	111.00	\$ 32.00	\$ 3,552.00	119.00	\$ 32.00	\$ 3,808.00				119.00	\$ 3,808.00	100%
3-16	Sidewalk, Conc. 4 inch	Sft	1415.00	\$ 3.15	\$ 4,457.25	1177.50	\$ 3.15	\$ 3,709.12				1177.50	\$ 3,709.12	100%
3-17	Sidewalk Ramp, ADA , 6" Concrete	Sft	485.00	\$ 3.65	\$ 1,770.25	525.00	\$ 3.65	\$ 1,916.25				525.00	\$ 1,916.25	100%
3-18	HMA, 13A , Asphalt Pavement	Ton	7.00	\$ 230.00	\$ 1,610.00	14.00	\$ 230.00	\$ 3,220.00				14.00	\$ 3,220.00	100%
3-19	ADA Detectable Warning Plate	Sft	124.00	\$ 28.00	\$ 3,472.00	127.00	\$ 28.00	\$ 3,556.00				127.00	\$ 3,556.00	100%
3-20	Pavt Mrkg, Ovly Cold Plastic, 8", White	Ft	760.00	\$ 1.00	\$ 760.00	808.00	\$ 1.00	\$ 808.00	808.00	\$ 808.00	1	808.00	\$ 808.00	100%
3-21	Restoration	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	1	1.00	\$ 1,000.00	100%

TOTAL FROM THIS SHEET	\$ 33,154.83	\$ 31,228.95	\$ 2,851.75	\$ 31,228.95
TOTAL FROM OTHER SHEETS	\$ 151,722.49	\$ 143,844.59	\$ 30.00	\$ 143,844.59
SUBTOTAL	\$ 184,877.32	\$ 175,073.54	\$ 2,881.75	\$ 175,073.54

100%



CITY OF NOVI

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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2012 Pathway Gap and ADA Complia NOVI PROJECT NO.: 11-5001 PAYMENT NO.: FINAL

Original Contract Amount: \$ 184,877.32

Change Orders: \$ (9,803.78)

Adjusted Contract Amount to Date: \$ 175,073.54

Total Cost of Work Performed to Date: \$ 175,073.54

MINUS Retainage:		<input type="text" value="0%"/>	\$	-
Add Inspection "Crew Days":	To Date	<input type="text" value="1.50"/>	\$	922.50
	This Pay	<input type="text" value="0.00"/>		

Net Amt. Earned of Contract and Extra Work to Date: \$ 175,996.04

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

Subtotal: \$ 175,996.04

MINUS Amount of Previous Payments: \$ 164,504.71

1	\$	95,720.90
2	\$	68,783.81

CHANGE ORDERS

No.	Date		Amount
1	January 10, 2013	\$	(3,120.53)
2	August 5, 2013	\$	(6,683.25)

TOTAL: \$ (9,803.78)

Inspection "Crew Days" Allowed per Contract:	31.00
Additional "Crew Days" per Change Orders:	0.0
Inspection "Crew Days" Used to Date:	29.5
Inspection "Crew Days" Remaining:	1.50

BALANCE DUE THIS PAYMENT: \$ 11,491.33



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: 2012 Pathway Gap and ADA Compliant

NOVI PROJECT NO.: 11-5001

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 here 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

[Signature]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 10/18/13

[Signature]

By: Brian Coburn, PE., Engineering Manager

Dated: 10/30/13

KOALA-T Construction

Contractor Company

[Signature]

Contractor Authorized Signature

By: Kurt Wertheimer

Print Name

Date: 10-16-2013

SPALDING DEDECKER

Consultant Firm

[Signature]

Consultant Authorized Signature

By: 10/15/13

Print Name

Date: _____



WORK CHANGE DIRECTIVE No. 2

Project: 2012 Pathway Gap and ADA Compliance

Owner: City of Novi
26300 Lee BeGole Dr.
Novi, Michigan 48375
(248) 735-5632

Engineer: Spalding DeDecker Associates, Inc.
905 South Boulevard East
Rochester Hills, MI 48307
(248) 844-5400

Contractor: Koala-T Construction Corporation
424 Ferry Avenue
Pontiac, MI 48341
(248) 788-8000

Drafted Date: August 5, 2013

Reasoning: Balancing Items to final field measured quantities

Existing Contract Items - Division 1

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
0	Inspection "Crew Days" - Additional	CD	\$ 615.00	0		

Division 1 Subtotal \$ - \$ -

Existing Contract Items - Division 2

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
0	Inspection "Crew Days" - Additional	CD	\$ 615.00	0		
2-17-2	Sodding , Class "A"	SY	\$ 30.00	40		\$ 1,200.00
2-19-2	Blanket, Biodegradable	SY	\$ 7.50	750		\$ 5,625.00

Division 2 Subtotal \$ - \$ 6,825.00

Existing Contract Items - Division 3

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
0	Inspection "Crew Days" - Additional	CD	\$ 615.00	0		
3-11-2	Pavement Marking, Crosswalk, Remove	Ft	\$ 1.25	75	\$ 93.75	
3-20-2	Pavt Mrkg, Ovly Cold Plastic, 8", White , Cr	Ft	\$ 1.00	48	\$ 48.00	

Division 3 Subtotal \$ 141.75 \$ -
Total **-\$6,683.25**

New Contract Items

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
Subtotals					\$	\$
Total					\$	\$

Estimated Increase/Decrease in Contract Price	-\$6,683.25
Original Contract Amount	\$184,877.32
Sum of Previous Approved Change Orders	-\$3,120.53
Estimated Revised Contract Amount	\$175,073.54

*Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum.

Accepted By: *Kurt Wertheimer* Date: 10.16.2012
 General Contractor - Kurt Wertheimer, Koala-T

Prepared By: *Ted Meadows* Date: 10/15/13
 Consulting Engineer - Ted Meadows, SDA

Reviewed By: *Brian Coburn* Date: 10/30/13
 Brian Coburn, PE, Engineering Manager

Approved By: *Rob Hayes* Date: 10/31/13
 Rob Hayes, PE, City Engineer / Department Head

and
 Approved By: _____ Date: _____
 Sue Morianti, Purchasing Manager



CHANGE ORDER No. 2

Project: 2012 Pathway Gap and ADA Compliance

Owner: City of Novi
26300 Lee BeGole Dr.
Novi, Michigan 48375
(248) 735-5632

Engineer: Spalding DeDecker Associates, Inc.
905 South Boulevard East
Rochester Hills, MI 48307
(248) 844-5400

Contractor: Koala-T Construction Corporation
424 Ferry Avenue
Pontiac, MI 48341
(248) 788-8000

Drafted Date: _____

Description/Reasoning: Balancing Items to final field measured quantities

To the Contractor: You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated. Documentation supporting these changes are on file with the City of Novi's Engineer. Current project plans and specifications will be adhered to unless specifically changed by this change order document.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	<u>-\$6,683.25</u>
ORIGINAL CONTRACT AMOUNT:	<u>\$184,877.32</u>
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	<u>-\$3,120.53</u>
REVISED CONTRACT AMOUNT:	<u>\$175,073.54</u>

Where applicable, attach the corresponding number of Work Change Directive to this Change Order.

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CREW DAY TIME BY: 0 Day(s)

Accepted By: *Kurt Wertheimer* Date: 10-16-2013
General Contractor - Kurt Wertheimer, Koala-T

Prepared By: *Ted Meadows* Date: 10/15/13
Consulting Engineer - Ted Meadows, SDA

Reviewed By: *Brian Coburn* Date: 10/30/13
Brian Coburn, P.E., Engineer Manager

Approved By: *Rob Hayes* Date: 10/31/13
Rob Hayes, PE, City Engineer / Department Head

and
Approved By: _____ Date: _____
Sue Moriani, Purchasing Manager

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

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: KO8339600

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO:

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

CONTRACT FOR: City of Novi
CONTRACT DATE: 9 / 12 / 2012

PROJECT:

2012 Pathway Gap and ADA Compliance Program

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)

Westchester Fire Insurance Company
436 Walnut Street
Philadelphia, PA 19106

, SURETY COMPANY,

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

KOALA-T CONSTRUCTION CORP
424 Ferry
Pontiac, MI 48341

, 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

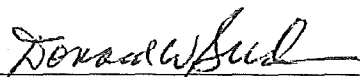
, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this June 5, 2013

Westchester Fire Insurance Company
Surety Company

Attest:
Seal



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

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Angelo G Zervos, David C Lange, Donald W Burden, Gus E Zervos, Holly Nichols, all of the City of SOUTHFIELD, Michigan, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 22 day of December 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 22 day of December, AD 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires September 28, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5 day of June 2013



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 22, 2013.

Sworn Statement

State of Michigan

County of Oakland

Brad Watson, being duly sworn, deposes and says, that (he/she) makes this affidavit on behalf of

Koala-T Construction, who is a subcontractor for the following job,

Owner: City of Novi, MI

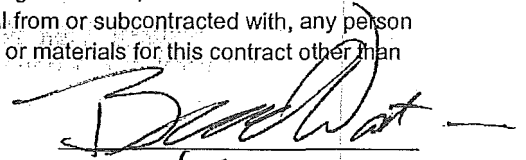
Job Name: 2012 Novi Pathway Project

That the following is a statement of the number and names of every subcontractor and laborer in the employ of this deponent in connection with said contract and of every person furnishing materials therefore; that the amounts due or to become due to such subcontractors, laborers and persons for work done and materials furnished at the date hereof, is correctly and fully set forth opposite their names, respectively, in said statement, to-wit:

Name	Labor/Materials	Earned	Paid to Date	Balance Owing
Superior Materials	Concrete	15,405.78	15,405.78	0
Construction Video	Video	1,785	1,785	0
PK Contracting	Striping	4,128.94	4,128.94	0
Tyler Companies	Landscaping	17,853	17,853	0
Target Trucking	Trucking	5,789.53	5,789.53	0

All Labor, Fringes, Payroll taxes and other payroll obligations paid in full through: June 5, 2013

Deponent further says that (he/she) has not employed, or procured material from or subcontracted with, any person or persons other than those mentioned above and owes no money for labor or materials for this contract other than the sums above set forth.



Title: V.P.

Subscribed and sworn to me this

19 day of July 2013

Signed: [Signature]

Print Name: D. GRULKE

Notary Public, county of OAKLAND

My commission expires: 10/30/13

Northern Concrete Pipe, Inc.

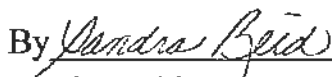
401 Kelton Street, Bay City, Michigan 48706
(800) 222-9918 (989) 892-3545 FAX (989) 892-4695

5281 Lansing Road, Charlotte, Michigan 48813
(800) 874-9701 (517) 645-2777 FAX (517) 645-7774

FULL UNCONDITIONAL WAIVER OF LIEN

FOR A VALUABLE CONSIDERATION, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive, release and relinquish any and all claims or right of lien which the undersigned now have upon the premises known and described as **MISC / YARD STOCK, INVOICE 114899, DATED 12/21/12, IN THE AMOUNT OF \$182.32** for material furnished prior to this date in the construction or alteration upon said premises, to **KOALA-T CONSTRUCTION CORP.**

NORTHERN CONCRETE PIPE, INC.

By 

Sandra Reid
Credit & Collections Ext #16
sandra@ncp-inc.com

Signed on: June 5, 2013

orig Koala-T Construction Corp
424 Ferry Avenue
Pontiac MI 48341

Cc Dean via email @ dean@kcimich.com



KOALA-T CONSTRUCTION INC.

Full Unconditional Waiver

I/We have a contract with Koala-T Construction to provide: **Video**
for the improvement to the property described as: **City of Novi 2012 Sidewalk project**

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

UPON RECEIPT OF CHECK NO. 13867

Company: Construction Video

(Signature of lien claimant) Dwight C. Spengler, President

Telephone: 586-752-2580

Address 111 E. Newberry St.

Signed on: (date) 12/21/12

Romeo, MI 48065

Do not sign blank or incomplete forms - retain a copy

Full Unconditional Waiver

I/We have a contract with Koala-T Construction to provide: Pavement Markings for the improvement to the property described as: 2012 Novi Pathway Project having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Company: PK Contracting

Nicole Gray

(Signature of lien claimant)

Nicole Gray, Agent

(Job Position)

Telephone: 248-362-2130

Address 1965 Barrett

Signed on: (date) 6/19/2013

Troy MI 48064

Do not sign blank or incomplete forms — retain a copy

Full Conditional Waiver

Our contract with *Koala-T Construction* to provide **Landscaping** for the improvement to the property described as **City of Novi Sidewalk Project 2013** having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on actual payment of \$ 908.00

Company: Tyler Companies, Inc.

(Signature of lien claimant)



TODD HOHL VP

Telephone: 248-882-5303

Address: P.O. Box 930617

Signed on: 6-14-2013

Wixom MI 48393

Do not sign blank or incomplete forms – retain a copy

Full Unconditional Waiver

I/We have a contract with Koala-T Construction to provide: **Trucking** for the improvement to the property described as: **2012 City of Novi Pathway Project** having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Company: Target Trucking



(Signature of lien claimant)

LORIE BURRELL

Telephone: 248-397-0444

Address 2149 Fyke Dr

Signed on: (date) 6-5-13

Milford ME 48381

Do not sign blank or incomplete forms – retain a copy

A30330600



FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with KOALA-T CONST CORP to provide ready mix concrete for the improvement to the property described as: NOVI 2012 GAP-ADA COMPLIANCE PROGRAM


And hereby waive our construction lien for materials provided through 06/05/2013.

This waiver, together with all previous waivers, if any, (circle one) does does not cover all amounts due to us for contract improvement provided through the date shown above.

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

PRAIRIE LAKESIDE, LLC

Signed on: Jun 05, 2013


Theresa Russell
Agent

Address: 30701 W. 10 Mile Rd. #500
Farmington Hills, MI 48336
Telephone: (248) 788-8000

Superior Materials Holdings, Inc. -- 30701 West 10 Mile Rd, Suite 500, Farmington Hills, MI 48336



KOALA-T CONSTRUCTION INC.

424 Ferry Ave.
Pontiac, MI 48341

DATE

INVOICE #

6/5/2013

13-051

BILL TO :

City of Novi
26300 Lee BeGole Dr.
Novi, MI 48375

JOB :

2012 Pathway Gap Project

QTY	DESCRIPTION	Amount
1	Division 3 Item # 3-11 Stripe Removal	1,043.75
1	Divison 3 Item # 3-20 Striping	808.00
1	Retainage	8,609.59
Total		\$10,461.34

Phone #	Fax #	E-mail
248 322 2751	248 253 1891	koalat@kcimich.com

TYLER COMPANIES, INC.

P.O. BOX 930617
WIXOM, MI 48393

Invoice

Date	Invoice #
6/1/2013	2583

Bill To
KOALA-T CONSTRUCTION, INC. 424 FERRY AVE. PONTIAC MI 48341

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	NOVI SIDEWALK 3 LOCATIONS TAFT AND GRAND RIVER AREA FINISHED RESTORATION ON THE SOUTH AND NORTH SIDE OF BOARDWALK APPROX. 90 SYD. FIXED DISTURBED AREA AT ATT PEDESTAL APPROX. 18 SYD.		
6	TOPSOIL 6 CYD.	20.00	120.00
4	2 LABORER 2 HRS. = 4 MAN HRS.	39.50	158.00
2	JOHN DEERE TRACTOR LOADER 2 HRS.	87.00	174.00
1	SEED, FERTILIZE & MULCH / BLANKETS \$36.00	36.00	36.00
	GRAND RIVER AND MEADOWBROOK AREA PLACED TOPSOIL IN ABANDONED POST HOLES		
3	TOPSOIL 3 CYD.	20.00	60.00
2	2 LABORER 1 HRS. = 2 MAN HRS.	39.50	79.00
	JOHN DEERE TRACTOR LOADER 1 HR.	87.00	87.00
1	SEED, FERTILIZE & MULCH / BLANKET \$21.00	21.00	21.00
	13 MILE AND MEADOWBROOK AREA PLACED MULCH IN SUB ENTRANCE LANDSCAPE AREA		
3	BLACK MULCH	30.00	90.00
0.5	JOHN DEERE TRACTOR LOADER 0.50 HRS.	87.00	43.50
1	1 LABORER 0.50 HRS. = 1 MAN HR.	39.50	39.50
		Total	\$908.00