



CITY of NOVI CITY COUNCIL

Agenda Item J
November 9, 2015

SUBJECT: Approval of the final payment to Nagle Paving Company for the Fire Station No. 3 Parking Lot project in the amount of \$4,222.10, plus interest earned on retainage.

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

CITY MANAGER APPROVAL: *PR*

EXPENDITURE REQUIRED	\$ 4,222.10
AMOUNT BUDGETED	\$ 23,798.00
LINE ITEM NUMBER	101-442.10-981.000

BACKGROUND INFORMATION:

The Engineering Division completed the *Parking Lot Inventory and Maintenance Plan* in January 2014 to provide a coordinated plan to properly manage parking lot pavement for all City-owned parking lots using an asset management approach. The rehabilitation of the parking lot at Fire Station No. 3 was recommended as a near term recommendation by the report and was approved for construction in the FY14-15 budget. The project also included pavement reconstruction in areas that had shown signs of structural failure and drainage improvements were added to prolong the life of the new pavement.

The construction contract was awarded for this project at the April 20, 2015 City Council meeting to Nagle Paving Company in the amount of \$92,010.00.

Engineering staff worked with the engineering consultant for this project, OHM-Advisors, Inc., to review and verify the final contract payment amount of \$4,222.10 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 23, 2015 letter, attached).

There was one (1) approved change order issued for this project resulting in a net decrease of \$10,433.86 to the construction contract, or 11.3% under the awarded amount. Most changes were a result of decreased quantities and balancing of originally projected amounts. The approved change orders resulted in a final contract price of \$81,576.14.

RECOMMENDED ACTION: Approval of the final payment to Nagle Paving Company for the Fire Station No. 3 Parking Lot project in the amount of \$4,222.10, plus interest earned on retainage.

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

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

Fire Station No. 3

Location Map



Fire Station No. 3

Map Author: Croy
 Date: 9/12/14
 Project: Fire Station #3 Park Lot Rehab
 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 approximations 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 = 600 feet



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

FIRE STATION No. 3



North Entrance and Parking Lot from Roethel Drive, looking west.



South Garage Entrance from Roethel Drive, looking west.

FIRE STATION No. 3, Continued



Rear Parking Lot Area, looking southwest.



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

October 23, 2015

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

**Re: Fire Station No. 3 Parking Lot
Nagle Paving Company
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Fire Station No. 3 Parking Lot Project:

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

The existing Maintenance and Guarantee Bond is adequate based on the final contract amount. Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order.

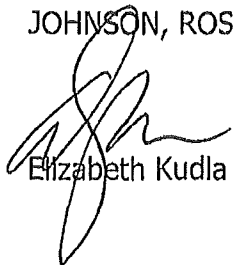
We note that the General Contractor has not provided a Waiver of Lien and receipt of final payment in the amount should be conditioned upon receipt of this Waiver of Lien.

Aaron Staup, Construction Engineering Coordinator
October 23, 2015
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 (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due This Payment = \$ 4,222.10

PURCHASE ORDER NO.

94482

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Fire Station No. 3 Parking Lot	NOVI PROJECT NO.: 15-8201	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR: Nagle Paving Company 39525 W. 13 Mile Rd., Suite 300 Novi, Michigan 48377 (248) 553-0600
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$92,010.00	ORIGINAL: July 15, 2015	FROM: August 1, 2015
REVISED: \$81,576.14	REVISED: July 20, 2015	TO: August 25, 2015
	ACTUAL: August 25, 2015	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Fire Station No. 3 GL#101-442.10-981.100 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	10.00	\$ 640.00	\$ 6,400.00	10.00	\$ 640.00	\$ 6,400.00				16.00	\$ 10,240.00	160%
1	Digital Video Recorded Survey	LS	1.00	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ 1,300.00				1.00	\$ 1,300.00	100%
2	Traffic Maintenance and Control	LS	1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ 1,800.00				1.00	\$ 1,800.00	100%
3	Mobilization, Max. 10%	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ 4,500.00				1.00	\$ 4,500.00	100%
4	Curb and Gutter Removal	FT	52.00	\$ 19.00	\$ 988.00	59.00	\$ 19.00	\$ 1,121.00	7.00	\$ 133.00	12%	59.00	\$ 1,121.00	100%
5	Pavement, Removal	SY	1520.00	\$ 4.00	\$ 6,080.00	1430.77	\$ 4.00	\$ 5,723.08				1430.77	\$ 5,723.08	100%
6	Longit. Joint Repair, Pavt, Rem	SY	36.00	\$ 34.00	\$ 1,224.00	25.53	\$ 34.00	\$ 868.02				25.53	\$ 868.02	100%
7	Sidewalk, Removal	SY	14.00	\$ 12.00	\$ 168.00	18.50	\$ 12.00	\$ 222.00	4.50	\$ 54.00	24%	18.50	\$ 222.00	100%
8	Tree, Removal	EA	1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ 750.00				1.00	\$ 750.00	100%
9	Fence, Removal	FT	80.00	\$ 8.00	\$ 640.00	80.00	\$ 8.00	\$ 640.00				80.00	\$ 640.00	100%
10	Parking Block, Removal	EA	11.00	\$ 25.00	\$ 275.00	11.00	\$ 25.00	\$ 275.00				11.00	\$ 275.00	100%
11	Light Pole, Removal	EA	1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ 750.00				1.00	\$ 750.00	100%
12	Subgrade Undercutting, Type II	CY	150.00	\$ 45.00	\$ 6,750.00	2.59	\$ 45.00	\$ 116.55				2.59	\$ 116.55	100%
13	Earth Moving	LS	1.00	\$ 7,600.00	\$ 7,600.00	1.00	\$ 7,600.00	\$ 7,600.00				1.00	\$ 7,600.00	100%
14	Sprinkler Head, Relocate	EA	3.00	\$ 75.00	\$ 225.00	6.00	\$ 75.00	\$ 450.00	3.00	\$ 225.00	50%	6.00	\$ 450.00	100%
15	Erosion Control, Silt Fence	FT	175.00	\$ 2.00	\$ 350.00	130.00	\$ 2.00	\$ 260.00				130.00	\$ 260.00	100%
16	Spillway, Stone	SF	25.00	\$ 15.00	\$ 375.00	27.60	\$ 15.00	\$ 414.00	2.60	\$ 39.00	9%	27.60	\$ 414.00	100%
17	Aggregate Base, 21AA, Limestone	TON	530.00	\$ 17.50	\$ 9,275.00	508.77	\$ 17.50	\$ 8,903.48				508.77	\$ 8,903.48	100%
18	Maintenance Gravel	TON	25.00	\$ 17.00	\$ 425.00	0.00	\$ 17.00	\$ -				0.00	\$ -	
19	Geogrid Reinforcement	SY	1200.00	\$ 6.00	\$ 7,200.00	1045.25	\$ 6.00	\$ 6,271.50				1045.25	\$ 6,271.50	100%
20	HMA, 13A	TON	315.00	\$ 84.00	\$ 26,460.00	305.24	\$ 84.00	\$ 25,640.16				305.24	\$ 25,640.16	100%
21	Pavt Mrkg, WB, 4-inch, White	FT	180.00	\$ 1.00	\$ 180.00	166.50	\$ 1.00	\$ 166.50				166.50	\$ 166.50	100%
22	Pavt Mrkg, WB, 4-inch, Blue	FT	165.00	\$ 1.00	\$ 165.00	91.50	\$ 1.00	\$ 91.50				91.50	\$ 91.50	100%
23	Pavt Mrkg, WB, Handicap Symbol	EA	1.00	\$ 50.00	\$ 50.00	1.00	\$ 50.00	\$ 50.00				1.00	\$ 50.00	100%
24	Sign, Handicap, Van Accessible	EA	1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00	\$ 250.00				1.00	\$ 250.00	100%

TOTAL THIS SHEET \$ 77,780.00 \$ 68,162.79 \$ 451.00 \$ 68,162.79 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Fire Station No. 3 Parking Lot

NOVI PROJECT NO.: 15-8201

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	%	
34			0	0	0.00	\$ -	\$ -					0.00	\$ -	
35			0	0	0.00	\$ -	\$ -					0.00	\$ -	
36			0	0	0.00	\$ -	\$ -					0.00	\$ -	
37			0	0	0.00	\$ -	\$ -					0.00	\$ -	
38			0	0	0.00	\$ -	\$ -					0.00	\$ -	
39			0	0	0.00	\$ -	\$ -					0.00	\$ -	
40			0	0	0.00	\$ -	\$ -					0.00	\$ -	
41			0	0	0.00	\$ -	\$ -					0.00	\$ -	
42			0	0	0.00	\$ -	\$ -					0.00	\$ -	
43			0	0	0.00	\$ -	\$ -					0.00	\$ -	
44			0	0	0.00	\$ -	\$ -					0.00	\$ -	
45			0	0	0.00	\$ -	\$ -					0.00	\$ -	
46			0	0	0.00	\$ -	\$ -					0.00	\$ -	
47			0	0	0.00	\$ -	\$ -					0.00	\$ -	
48			0	0	0.00	\$ -	\$ -					0.00	\$ -	
49			0	0	0.00	\$ -	\$ -					0.00	\$ -	
50			0	0	0.00	\$ -	\$ -					0.00	\$ -	
51			0	0	0.00	\$ -	\$ -					0.00	\$ -	
52			0	0	0.00	\$ -	\$ -					0.00	\$ -	
53			0	0	0.00	\$ -	\$ -					0.00	\$ -	
54			0	0	0.00	\$ -	\$ -					0.00	\$ -	
55			0	0	0.00	\$ -	\$ -					0.00	\$ -	
56			0	0	0.00	\$ -	\$ -					0.00	\$ -	
57			0	0	0.00	\$ -	\$ -					0.00	\$ -	
58			0	0	0.00	\$ -	\$ -					0.00	\$ -	
59			0	0	0.00	\$ -	\$ -					0.00	\$ -	
60			0	0	0.00	\$ -	\$ -					0.00	\$ -	
61			0	0	0.00	\$ -	\$ -					0.00	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -					\$ -	\$ -	
TOTAL FROM OTHER SHEETS					\$ 92,010.00		\$ 81,576.14		\$ 1,421.60			\$ 81,576.14		
GRAND TOTAL					\$ 92,010.00		\$ 81,576.14		\$ 1,421.60			\$ 81,576.14		100%



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Fire Station No. 3 Parking Lot

NOVI PROJECT NO.: 15-8201

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:

10/27/15

Nagle Paving Company

Contractor Company

Contractor Authorized Signature

By:

SEAN MORRISSEY
Print Name

Date:

10-19-2015

By:

Brian Coburn, PE., Engineering Senior Manager

Dated:

10/27/15

OHM Advisors

Consultant Firm

Consultant Authorized Signature

By:

Jacob Rushlow
Print Name

Date:

10/19/15

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.

Signed this 12th day of October, 2015

Name: Nagle Paving Company
(individual/corporation/partnership)

By: Sean Morrissey Project Manager
SEAN MORRISSEY
Attest: James O'Brien Vice President

Subscribed and sworn to before me this 12th day of October, 2015

Notary Public: Dawn M. Conlon

NOTARY SEAL

DAWN M. CONLON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Dec. 27, 2018
Acting in the County of Oakland

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

Owner
Architect
Contractor
Surety
Other

Bond No 929613655

PROJECT: Fire Station # 3 Parking Lot Improvements
(name, address)

TO: (Owner)
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:
Nagle Paving Company
39525 West 13 Mile Road
Novi, MI 48377

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Western Surety Company
One Towne Square, Suite 1075
Southfield, MI 48076

,SURETY COMPANY

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

Nagle Paving Company
39525 West 13 Mile Road
Novi, MI 48377

,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
Novi, MI 48375
45175 West Ten Mile Road

,OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **13th** day of **October, 2015**

Surety Company
Western Surety Company

Signature of Authorized Representative

Witness
(Seal)

Susan L. Small, Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G707, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707-CONSENT OF SURETY COMPANY TO FINAL PAYMENT-APRIL 1970 EDITION-AIA/E

ONE

PAGE

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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

Steven K Brandon, T J Griffin, William A Pirret, John L Budde, Terence J Griffin, Susan L Small, Patrick Williams, Individually

of Farmington Hills, 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 25th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

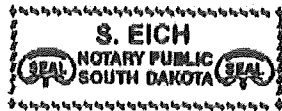
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of June, 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 13th day of October, 2015.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and 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 Company. 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.