

CITY of NOVI CITY COUNCIL

Agenda Item 1 June 5, 2017

SUBJECT: Approval of the final payment to Cadillac Asphalt, LLC, for the Civic Center Main Lot, Novi Way, Police Department Entrance and Power Park Pathways project in the amount of \$37,049.26, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL:

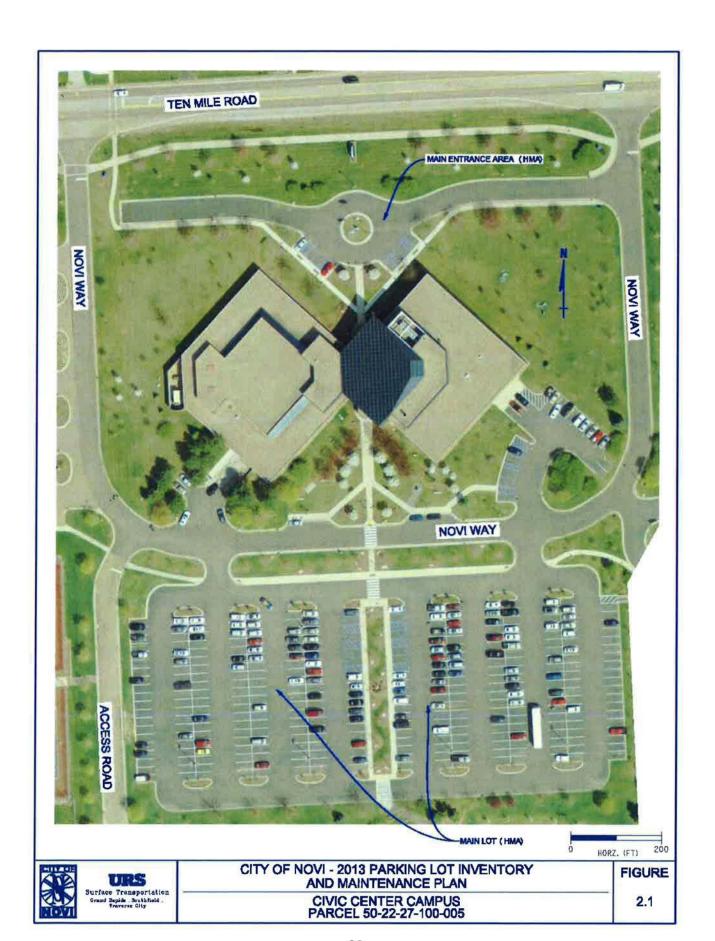
EXPENDITURE REQUIRED	\$ 37,049.26
AMOUNT BUDGETED	\$ 52,600.00 (Police Parking Lot)
	\$ 684,231.00 (Civic Center Parking)
	\$ 158,392.00 (Power Park Pathway)
	\$ 37,945.00 (Power Park Drainage Improvements)
	\$ 933,168.00 (TOTAL)
LINE ITEM NUMBER	101-442.10-981.003 (Police Parking Lot)
	101-442.10-981.004 (Civic Center Parking)
	208-691.00-977.009 (Power Park Pathway)
	210-211.00-865.294 (Power Park Drainage Improvements)

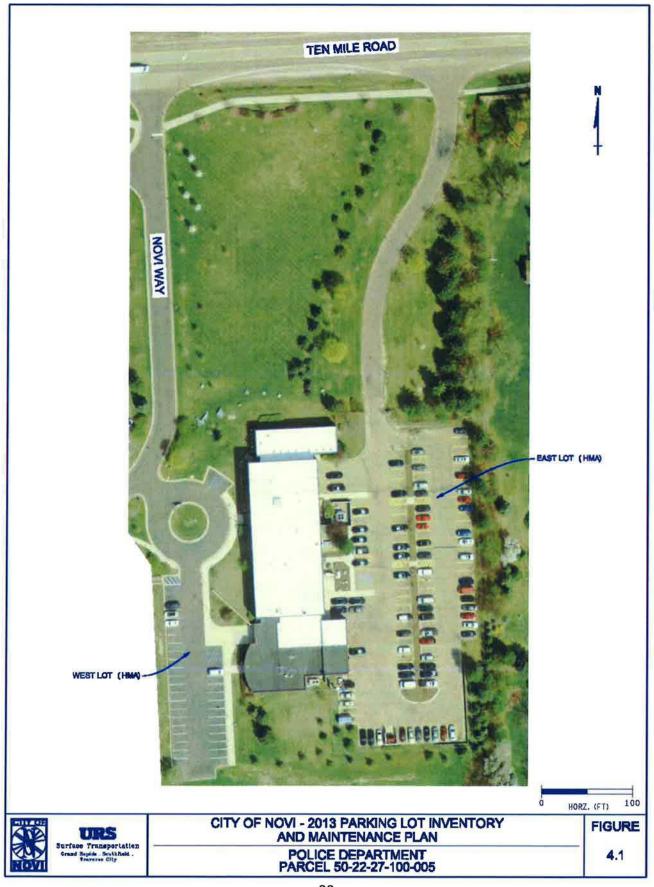
BACKGROUND INFORMATION: This project consisted of improvements to the Civic Center Main Parking Lot (south of the Civic Center) and Novi Way, along with the Police Department's east entrance drive which were recommended for milling and repaving in the Parking Lot Inventory and Maintenance Plan from 2014. The project also included the rehabilitation of many Power Park Pathway segments through full depth reconstruction and rehabilitation methods along with drainage upgrades to improve maintenance access for City Staff. All projects were combined due to their close proximity to each other in order to receive lower bids based on economies of scale. The construction contract was awarded for this project at the July 11, 2016 City Council meeting to Cadillac Asphalt, LLC, in the amount of \$668,539.40. The subsequent work was performed over the summer of 2016.

Engineering staff worked with the engineering consultant for this project, AECOM (URS Corporation – Great Lakes) to review and verify the final contract payment amount of \$37,049.26 that is due the contractor/Cadillac Asphalt (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's letter).

There were three (3) approved change orders issued for this project resulting in a net decrease of (-\$40,864.29) to the construction contract, or 6.11% under the awarded amount. The approved change orders resulted in a final contract price of \$627,675.11.

RECOMMENDED ACTION: Approval of the final payment to Cadillac Asphalt, LLC, for the Civic Center Main Lot, Novi Way, Police Department Entrance and Power Park Pathways project in the amount of \$37,049.26, plus interest earned on retainage.





2016 POWER PARK PATHWAYS REHABILITATION











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CIVIC CENTER MAIN LOT, NOVI WAY, PD ENTRANCE, POWER PARK PATHWAYS



Resurfacing of the Police Department Entrance from Ten Mile Road



New asphalt pavement on Novi Way at main entrance to Civic Center



Replacement of asphalt/concrete paths in Power Park



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

May 11, 2017

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

Re: Civic Center, Novi Way, Power Park and Police Department Paving – Cadillac Asphalt, LLC.

Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Civic Center, Novi Way, Power Park and Police Department Paving:

- Application for Final Payment
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The original Maintenance Bond is sufficient to cover the final project cost, which was reduced from the original contract amount. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien at the time it receives final payment.

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

Aaron Staup, Construction Engineer May 11, 2017 Page 2

Very truly yours,

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

Elizabeth Kudla Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)

Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)

George Melistas, Engineering Senior Manager (w/Enclosures)

Mark Koskinen, AECOM Great Lakes (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

CONSENT OF	OWNER	
SURETY COMPANY	ARCHITECT	
TO FINAL PAYMENT	CONTRACTOR	
	SURETY	K]
	OTHER	
PROJECT: Novi Way & Civic Center Parking (name, address) Driveway Rehabilitation, Power Parking	Lot Rehabilitation, Poli ark	ce Department
TO (Owner)		
City of Novi 45175 W. Ten Mile Road Novi, MI 48375	CONTRACT FOR: \$668,539.40	
CONTRACTOR: Cadillac Asphalt, L.L.C. 2575 S. Haggerty Road, Suite 100 Canton, MI 48188	CONTRACT DATE: July 25, 2016	
Western Surety Company One Towne Square, Suite 1075, Southfield, M		RETY COMPANY,
on bond of (here insert name and address of Contractor)	Cadillac Asphalt, L.L.C.	
2575 S. Haggerty Road, Suite 100, Canton, MI	48188	
hereby approves of the final payment to the Contra Contractor shall not relieve the Surety Company of address of Owner) City of Novi		
45175 W. Ten Mile Road, Novi, MI 48375 as set forth in the said Surety Company's Bond.		, OWNER,
	6th day of Febru	

Form F6277

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

Charles G Richmond, David M Underwood, Michael S Richmond, Loretta J Ravert, Individually

of Jackson, 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 2nd day of June, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

s

On this 2nd day of June, 2016, 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	J. M
June 23, 2021	MOTAN SOUTH
	+

J. Mohr, 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 6th day of February, 2017.



WESTERN SURETY COMPANY

J. 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.



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 MULD VID
The undersigned, being duly sworn, on oath deposes and says that (s)he is the
Secretary of the State Barricacles in:
he contractor employed by the City of Novi to furnish labor and materials for the
(Description of Improvement)
ocated at: CHY Of NOV
The total amount of the contract is 9900 of which I have received payment of 7800 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 reqpect 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
he Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according the clans 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 H day of December , 20/10	
Name: Vanuesu Hadly (individual/corporation/partnership)	
By: Vanna Hadley Attest: Millell Maggiano Admin (Title) Assistant	
Subscribed and sworn to before me this 14 day of 2 day of	
Notary Public:	

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	Accumalative Retainage to Date	Balance Due
Commerce Construction	excavation, underground, grading	\$115,565.72	\$115,565.72	\$0.00	0.0%	\$0.00
GM & Sons	concrete	\$33,989.24	\$33,989.24	\$0.00	0.0%	\$0.00
Tenmile Creek Excv.	milling	\$72,000.00	\$72,000.00	\$0.00	0.0%	\$0.00
Don's Restoration	restoration	\$8,500.00	\$8,500.00	\$0.00	0.0%	\$0.00
State Barricade	traffic control	\$8,000.00	\$8,000.00	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$238,054.96	\$238,054.96	\$0.00		\$0.00

RECAPITULATION

	Work Completed to Date:		Amount of Original Contract:
	Less: Total Retainage:		Plus: Extras to Contract:
\$0.0	Less: Amount Previously Paid:	\$0.00	Total: Contract plus Extras:
	Less: Amount of this Request:		Less: Credits to Contract:
\$0.0	Total Balance Due:	\$0.00	Total: Adjusted Contract:



My/our contract with CADVLAC ASPHALT UC to provide (Prime Contracting Party)
SITE WORK, DRAINAGE for the improvement of the property
described as Now CIVIC CENTER (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: 4-3-17 Earny Yourd (Signature of Lien Claimant)
(Printed Name of Lien Claimant)
(Title of Lien Claimant)
Company Name: COMMERCE CONSTRUCTION TURNOSCAPING, INC.
Address: 555 GOLDEN OAKS CT., MILIFORD, MI 48380
Telephone: (248) 685-9476



TOTAL CONTRACTOR OF THE CONTRA
My/our contract with Cacillae Asphait to provide (Prime Contracting Party)
Landscape Ars for the improvement of the property
described as Civic Ctr. Nout way, PD, Power Ple
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: 1-23-17 Mosm (Signature of Lien Claimant)
TASON Lewi 5 (Printed Name of Lien Claimant)
Secretary Jownen
Company Name: Don's Restovation LCC
Address: 325 W. M. Itom Hotel Park MI 48030
Telephone: 248 - 9792141



My/our contract with Cadillo	ac Asphalt, LLC	to provide
	(Prime Contracting Party)	
concrete construction (Type of service)	for the improvement	it of the property
described asNovi Way & Ci	vic Center Parking Lot (Project Name)	
having been fully paid and satis lien rights against such property	fied, by signing this waiver, all my are hereby waived and released.	/our construction
owner or lessee of the property Notice of Furnishing from me/or the owner, lessee, or designee h us, the owner, lessee, or designe	to property that is a residential street or the owner's or lessee's designer or us or if I/we are not required to last not received this waiver directly the may not rely upon it without come, or personally, to verify that it is at (Signature of Lien Claima)	provide one, and from me/one of tacting me/one of the other tacting tacting me/one of the other tacting me/one of tacting me
	(Printed Name of Lien Clair	nant)
	Manager	
	(Title of Lien Claiman	0
Company Name: GM & Son	s, Inc.	
Address: 6784 Whitmore Lake	e Road, Whitmore Lake, MI 4818	9
Telephone:734-929-1259		



My/our contract with ______CADILLAC ASPHALT, LLC ______ to provide (Prime Contracting Party)

MILLING	for the improvement of the property
(Type of se	rvice)
described as CITY C	OF NOVI CIVIC CENTER (Project Name)
	nd satisfied, by signing this waiver, all my/our construction operty are hereby waived and released.
owner or lessee of the p Notice of Furnishing from the owner, lessee, or des us, the owner, lessee, or des	rovided to property that is a residential structure and if the roperty or the owner's or lessee's designee has received an me/one or us or if I/we are not required to provide one, and ignee has not received this waiver directly from me/one of designee may not rely upon it without contacting me/one of dephone, or personally, to verify that it is authentic.
Signed on: 1/18/17	Donald J. Field. (Signature of Lien Claimant)
/	DONALD J. FRITSCH (Printed Name of Lien Claimant)
	C.F.O. (Title of Lien Claimant)
Company Name: TE	NMILE CREEK EXCAVATING, LLC
Address: 407 E. FC	ORT STREET, STE 407, DETROTT, MI 48226
Telephone: (3/3) 963	



My/our contract with Cacliffe April UC to provide
traffic control do in a Sfor the improvement of the property
described as NOVI CINC Center Plue Topt
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: 3-14-16 Vomua Hally (Signature of Lien Claimant)
Variga Hadley
(Printed Name of Lien Claimant) Contact (Title of Lien Claimant)
Company Name: STATE BARRICADES, INC. 24806 INDUSTRIAL HWY WARREN, MI 48089
Address:
Telephone: 586-456-8282



Balance Due This Payment =

\$ 37,049.26

PURCHASE ORDER NO. 94871 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

ADDI	ICA	MOIT	FOR	FINAL	DA	YMEN

PROJECT:

Civic Ctr, Novi Way, PD, Power Pk

NOVI PROJECT NO.:

16-8401

PAYMENT NO .:

FINAL

OWNER: City of Novi

45175 W. Ten Mile Road

ENGINEER: AECOM Great Lakes

CONTRACTOR:

Cadillac Asphalt, LLC 51777 W. 12 Mile Road

Novi, Michigan 48375

27777 Franklin Road, Suite 2000 Southfield, Michigan 48034

Wixom, Michigan 48393 (248) 380-3646

(248) 204-5900

- (

CONTRACT AMOUNT

FINAL COMPLETION DATES

May 15, 2017

FROM:

November 10, 2016

ORIGINAL: REVISED: \$668,539.40 \$627,675.11 ORIGINAL: REVISED: ACTUAL:

November 23, 2017

TO:

DATES OF ESTIMATE

January 16, 2017

SECTION 1.

COST OF COMPLETED WORK TO DATE

Givic Center Main Lot & Novi V GL#101-442,00-981,004				RACT ITEMS					TRACT ITEMS	(Rev	60.235			S PERIOD				TOTAL TO DATE	
Description of Ilem	Unit	Quantity	- 3	Cost/Unit		Total Amt	Quantity	- 1			Total Amt	Quantity	_	Amount	%	-		Amount	%
Constr. Inspection "Crew Day"	CD	28.00	\$	640.00	\$	17,920.00	35.50	3	640.00	\$	22,720.00					35.50	\$		100%
Mobilization (10% Max.)	LS	1.00	\$	5,000.00	\$	5,000,00	1,00	S		_	5,000,00					1,00	S		100%
Traffic Control and Access	LS	1.00	\$	5,000,00	\$	5,000.00	1.00	\$	5,000,00	\$	5,000,00					1,00	\$	5,000.00	100%
HMA Surface Removal	SY	6810.00	\$	5.35	\$	36,433,50	696,40	\$	5.35	\$	3,725.74					696.40	\$	3,725.74	100%
Curb and Gutter Removal	LF	315.00	\$	30,00	S	9,450,00	736,80	\$	30.00	\$	22,104.00					736.80	\$	22,104.00	100%
Cold Milling HMA Surface	SY	18030.00	S	2.65	S	47,779.50	24243,54	5	2,65	\$	64,245,38					24243.54	\$	64,245.38	100%
Hand Patching	TON	85.00	\$	270,00	5	22,950.00	143.70	5	270.00	\$	38,799.00					143.70	5	38,799.00	100%
HMA, 36A	TON	2283,00	S	90,25	S	206,040.75	2052.74	\$	90,25	S	185,259.79					2052.74	\$	185,259,79	100%
HMA, 2C	TON	861.00	\$	126.00	s	108,486.00	50,02	\$	126,00	S	6,302,52					50,02	s	6,302.52	100%
Curb and Gutter, Conc, Det C6	LF	315.00	S	28,00	\$	8,820.00	736.83	\$	28.00	\$	20,631.24					736.83	S	20,631,24	100%
Agg Base, 21AA Limestone, 6-inch	SY	410,00	\$	25,00	s	10,250.00	211.30	\$	25,00	\$	5,282.50					211,30	5	5,282,50	100%
Fabric Interlayer	SY	4000.00	\$	4,35	\$	17,400.00	0.00	\$	4,35	\$						0.00			
Dr Structure Cover, Adj, Case 1	EA	2.00	s	850.00	\$	1,700.00	4.00	\$	850.00	\$	3,400.00					4.00	\$	3,400,00	100%
Point-Up Drainage Structure	EA	2.00	\$	600,00	\$	1,200.00	11,00	S	600,00	S	6,600,00					11.00	\$	6,600.00	100%
Concrete Dr Structure Collar	EA	1,00	s	700.00	\$	700,00	1.00	s	700,00	\$	700,00					1,00	S	700.00	100%
Sanitary MH Cover, Adj, Case 2	EA	2.00	s	1,100.00	\$	2,200.00	0.00	5	1,100.00	\$	-					0.00			
Curb and Gutter Inlet Filter	EA	10.00	s	140.00	\$	1,400.00	15,00	\$	140,00	\$	2,100.00	1.00	\$	140.00	7%	15,00	S	2,100.00	100%
Permanent Pavement Markings	LS	1,00	\$	6,000.00	\$	6,000,00	1.00	\$	6,000,00	\$	6,000.00					1,00	3	6,000.00	100%
Permanent Signing	LS	1.00	\$	5,000.00	\$	5,000,00	1,00	\$	5,000.00	\$	5,000.00		-			1,00	\$	5,000.00	100%
	GL#101-442,00-981,004 Description of Ilem Constr. Inspection "Crew Day" Mobilization (10% Max.) Traffic Control and Access HMA Surface Removal Curb and Gutter Removal Cold Milling HMA Surface Hand Patching HMA, 36A HMA, 2C Curb and Gutter, Conc, Det C6 Agg Base, 21AA Limestone, 6-inch Fabric Interlayer Dr Structure Cover, Adj, Case 1 Point-Up Drainage Structure Concrete Dr Structure Collar Sanitary MH Cover, Adj, Case 2 Curb and Gutter Inlet Filter Permanent Pavement Markings	Description of Item Unit Constr. Inspection "Crew Day" Combination (10% Max.) LS Traffic Control and Access HMA Surface Removal Curb and Gutter Removal LF Cold Milling HMA Surface SY Hand Patching TON HMA, 36A TON HMA, 2C Curb and Gutter, Conc, Det C6 LF Agg Base, 21AA Limestone, 6-inch SY Fabric Interlayer Dr Structure Cover, Adj, Case 1 Point-Up Drainage Structure Concrete Dr Structure Collar Sanitary MH Cover, Adj, Case 2 EA Curb and Gutter Inlet Filter EA Permanent Pavement Markings LS	Description of Hem	Description of Item	Constr. Inspection "Crew Day" CD 28.00 \$ 640.00	Description of Hem	Description of Item	Description of Item	Constr. Inspection "Crew Day" CD 28.00 \$ 640.00 \$ 17,920.00 35.50 \$ Mobilization (10% Max.) LS 1.00 \$ 5,000.00 \$ 5,000.00 1.00 \$ 5,000.00 \$ 5,000.00 1.00 \$ 5,000.00 \$ 5,000.00 1.00 \$ 5,000.00 \$ 5,000.00 1.00 \$ 5,000.00 \$ 5,000.00 1.00 \$ 5,000.00 \$ 5,000.00 1.00 \$ 5,000.00 \$ 5,000.00 1.00 \$ 5,0000.00 1.00 \$ 5,0000.00 1.00 \$ 5,0000.00 1.00 \$ 5,0000.00	Description of Item	Description of Item	Description of Ilem	Description of Item	Description of Item	Description of Item	Description of Item	Description of Nem	Description of Nem	Description of Iem



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

APPLICATION FOR FINAL PAYMENT

PROJECT:

Civic Ctr, Novi Way, PD, Power Pk

NOVI PROJECT NO .:

16-8401

PAYMENT NO .:

FINAL

	SECTION 1.									COS	T OF	COMPLETED	WORK TO	DATE					
tem	DIVISION 2 Police Department East Drive GL#101-442.00-981,003		93		RACT ITEMS	(Origi	- 17		CON	TRACT ITEMS	2011	vised)		THIS PERIOD				TOTAL TO DATE	
No.	Description of Item	Unit	Quantity		Cost/Unit		Total Amt	Quantity	_	Cost/Unit		Total Amt	Quantity	Amount	%	Quantity	_	Amount	%
19	Mobilization (10% Max.)	LS	1.00	\$	2,500.00	_	2,500.00	1.00	\$		_	2,500.00				1.00	\$	2,500.00	100%
20	Traffic Control and Access	LS	1.00	\$	3,500.00	\$	3,500,00	1.00	\$	3,500.00	\$	3,500.00				1.00	\$	3,500.00	100%
21	Silt Fence	LF	50.00	S	3.00		150.00	60.00	\$		_	180.00				60.00	5	180.00	100%
22	HMA Surface Removal	SY	25.00	S	5,35	_	133.75	16.70	\$	-	\$	89.35				16,70	\$	89.35	100%
23	Curb and Gutter Removal	LF	55.00	\$	30.00	_	1,650,00	83.00	\$		_	2,490.00				83,00	3	2,490.00	100%
24	Sidewalk, Remove	SY	22.00	\$	20,00		440.00	23,40	\$		\$	468.00				23,40	\$	468.00	100%
25	Cold Milling HMA Surface	SY	1191.00	\$	2,65	_	3,156.15	1069.53	\$		5	2,834.25				1069.53	5	2,834.25	100%
26	Hand Patching	TON	4,00	S	270.00	\$	1,080,00	14.74	\$	270,00	\$	3,979.80				14,74	S	3,979.80	100%
27	HMA, 36A	TON	155.00	\$	90.25	S	13,988,75	156.35	\$	90.25	\$	14,110,59				156,35	\$	14,110.59	100%
28	HMA, 2C	TON	3.00	\$	126.00	\$	378.00	0,00	\$	126.00						0.00			
29	Curb and Gutter, Conc, Det F4	LF	140.00	S	28.00	\$	3,920,00	168.00	S	28.00	\$	4,704,00				168.00	S	4,704.00	100%
30	Agg Base, 21AA Limestone, 6-inch	SY	12,00	\$	25.00	\$	300.00	62.30	\$	25,00	\$	1,557,50				62,30	\$	1,557.50	100%
31	Shoulder, Cl II, CIP	CY	10,00	\$	75.00	\$	750.00	11,74	\$	75.00	\$	880.50				11.74	s	880.50	100%
32	Sidewalk Ramp, Conc. 6-inch	SF	190.00	S	10.00	\$	1,900.00	261.00	S	10,00	\$	2,610.00				261.00	\$	2,610.00	100%
33	Detectable Warning Surface	FT	16.00	S	50.00	S	800,00	14,00	\$	50.00	\$	700.00				14.00	\$	700.00	100%
34	Gate Valve, Adj. Case 1	EA	1.00	\$	1,000,00	\$	1,000.00	1.00	5	1,000.00	\$	1,000.00				1,00	5	1,000.00	100%
	TOTAL FROM THIS SHEE TOTAL FROM OTHER SHEE SUBTOTA	т				s s	35,646.65 495,809.75 531,456,40				s s	41,603,99 380,150.17 421,754.15		\$ - \$ 140.00 \$ 140.00			5 5 5	41,603,99 380,150,17 421,754,15	100%



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

APPLICATION FOR FINAL PAYMENT

PROJECT: **NOVI PROJECT NO.:** PAYMENT NO .: Civic Ctr, Novi Way, PD, Power Pk 16-8401 FINAL

	SECTION 1.									cos	T OF	FCOMPLETED	WORK TO	DATE						
ltem	DIVISION 3 Power Park Pathway Rehabilits GL#208-691.00-977.009				RACT ITEMS	(Origin			CON	TRACT ITEMS	S (Rev	-	617789		IS PERIOD			т	OTAL TO DATE	
No.	Description of Item	Unit	Quantity	T	Cost/Unit	_	Total Amt	Quantity	1	Cost/Unit		Total Amt	Quantity		Amount	%	Quantity		Amount	%
35	Mobilization (10% Max.)	LS	1.00	\$		\$	2,500.00	1.00	\$	2,500.00		2,500.00					1.00	\$	2,500.00	100
36	Traffic Control and Access	LS	1.00	\$	5,000,00	\$	5,000.00	1,00	\$	5,000,00	-	5,000.00					1.00	\$	5,000,00	100
37	HMA Surface Remove	SY	470.00	\$	5,35	\$	2,514,50	482.10	\$	5.35		2,579,24					482.10	\$	2,579.24	1009
38	Curb and Gutter Remove	LF	10.00	S	30.00	\$	300.00	23,00	\$	30.00		690.00					23.00	\$	690.00	100
39	Cold Milling HMA Surface	SY	930.00	S	2.65	\$	2,464.50	933.50	\$	2.65	S	2,473.78					933,50	\$	2,473.78	1009
40	Pavement Cleaning	LS	1.00	\$	3,500.00	s	3,500.00	1,00	\$	3,500,00	S	3,500,00					1,00	\$	3,500.00	100
41	Subgrade Undercutting, Type II	CY	15.00	\$	60.00	\$	900.00	0.00	\$	60,00	\$	· ·					0.00	\$		
42	Hand Patching	TON	15.00	\$	270.00	\$	4,050.00	0.00	\$	270.00	s						0.00	\$		
43	HMA, 13A	TON	210.00	\$	250,00	s	52,500.00	253.13	\$	250.00	\$	63,282.50					253.13	\$	63,282.50	1009
44	Pathway Grading	LF	462.00	\$	17,00	\$	7,854.00	519.00	s	17.00	\$	8,823.00					519.00	5	8,823.00	100
45	Agg Base, 21AA Limestone, 6-inch	SY	321,00	s	25.00	\$	8,025.00	706.00	\$	25,00	\$	17,650,00					706,00	\$	17,650,00	100
46	Sidewalk Ramp, Conc. 6-inch	SF	495,00	\$	10,00	s	4,950,00	400.00	\$	10.00	\$	4.000.00					400.00	s	4,000.00	1009
47	Detectable Warning Surface	FT	10.00	\$	50.00	s	500.00	0.00	s	50.00	s		1				0.00	s	-	
48	Remove/Reinstall Parking Blocks	LS	1.00	s	2,500.00	s	2,500.00	1.00	S	2,500.00	\$	2,500.00					1.00	\$	2,500.00	1009
49	Surface Restoration	LS	1,00	s	7,500.00	s	7,500,00	1,00	\$	7,500.00	s	7,500.00	0,25	s	1,875.00	25%	1,00	\$	7,500.00	100
									t											
	TOTAL FROM THIS SHEE	r				s	105,058.00				s	120,498.51		s	1,875,00			s	120,498,51	
	TOTAL FROM OTHER SHEETS SUBTOTA	S				5	531,456,40 636,514,40				5	421,754.15 542,252.66		\$	140.00			\$	421,754.15 542,252.66	100%



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

APPLICATION FOR FINAL PAYMENT

PROJECT: Civic Ctr, Novi Way, PD, Power Pk

NOVI PROJECT NO.:

16-8401

PAYMENT NO .:

FINAL

	SECTION 1.									cos	T OF	COMPLETED	WORK TO	DATE						
ltem	DIVISION 4 Power Park Drainage Improver GL#210-211,00-865,294				CT ITEMS	2 8 /4	e			ACT ITEMS	*				S PERIOD			1	TOTAL TO DATE	
No.	Description of Item	Unit	Quantily	1000	st/Unit		tal Amt	Quantity	_	st/Unit		Total Amt	Quantity	_	Amount	%	Quantity	_	Amount	%
50	Silt Fence	LF	450.00	\$	3.00	\$	1,350.00	0.00	\$	3.00	\$						0.00	\$		
51	Culv Rem, Less than 24-inch	EA	1,00	\$	300,00	\$	300,00	1,00	\$	300,00	\$	300.00		-			1.00	S	300.00	10
52	Dr Structure, 48-inch Diameter	EA	1.00	\$ (6,000,00	\$	6,000.00	1.00	\$	6,000.00	\$	6,000.00					1,00	\$	6,000.00	10
53	Dr Structure Cover, Type B	EA	1.00	\$	600.00	\$	600.00	1.00	\$	600.00	5	600,00					1.00	\$	600.00	100
54	Dr Structure Cover, Adj. Case 2	EA	1.00	\$	700.00	\$	700.00	1.00	\$	700.00	\$	700.00	1.00	\$	700.00	100%	1.00	S	700.00	100
55	Embankment, CIP	CY	500,00	s	11.00	s	5,500.00	500.00	S	11,00	\$	5,500,00					500.00	\$	5,500.00	100
56	Ditching	LF	450.00	\$	11.00	\$	4,950,00	265,00	\$	11.00	S	2,915.00					265,00	s	2,915.00	100
57	Culv End Section, 12-inch	EA	2.00	\$	400,00	s	800.00	2.00	\$	400.00	\$	800.00					2.00	\$	800,00	100
58	Sewer, CI A, 12-inch, Tr Det A	LF	310.00	s	30.00	\$	9,300,00	255,00	\$	30,00	\$	7,650.00	105,00	\$	3,150.00	41%	255.00	\$	7,650.00	100
59	Dr Structure, Adj, Add Depth	VF	3.00	\$	200.00	s	600.00	3.00	\$	200,00	s	600,00					3.00	\$	600.00	10
60	Dr Structure, Tap, 12-inch	EA	2.00	s	400.00	s	800.00	2.00	s	400.00	s	800,00					2.00	s	800,00	10
61	Culvert Cleanout	LF	45.00	s	25.00	s	1,125.00	0.00	s	25.00	s						0,00	s	lu lu	
-																				
_		-	-						-					-	_					
														-						
_				-					-					1						
				-																
	TOTAL FROM THIS SHEE					\$	32,025.00				\$	25,865.00		\$	3,850,00			S	25,865.00	
	TOTAL FROM OTHER SHEET	S				\$ 6	636,514.40				\$	542,252.66		\$	2,015.00			\$	542,252,66	



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

APPLICATION FOR FINAL PAYMENT

PROJECT: Civic Ctr, Novi Way, PD, Power Pk

NOVI PROJECT NO .:

16-8401

PAYMENT NO .:

FINAL

NEW CONTRACT ITEMS

	SECTION 1.						COST	OF COMPLETED	WORK TO	DATE					
ilem						NEW COM	NTRACT	пемѕ		THIS PERIOD			то	OTAL TO DATE	
No.	Description of Item	Unit	Division	GL#	Quantily	Cost/L	$\overline{}$	Total Amt	Quantity	Amount	%	Quantity		Amount	%
62	Novi Way HMA 2C	TON	1	101-442.00-981.004	680.37	\$	85.00					680.37	\$	57.831.45	100
63	Curb and Gutter, Conc, Det C6	LF	3	208-691.00-977.009	23,00	S	28.00	\$ 644.00				23.00	\$	644.00	10
64	Extra Traffic Control Invoice	LS	1	101-442.00-981.004	1.00	\$ 1,0	082.00	\$ 1,082.00				1,00	\$	1,082.00	10
65			0	0	0.00	\$		s -				0.00	\$		
66			0	0	0.00	\$	-	s -				0.00	\$		
67			0	0	0.00	S	-	s -				0.00	\$		
68			0	0	0,00	\$		\$ -				0.00	\$		
69			0	0	0.00	\$		\$ -				0.00	\$	-	
70			0	0	0.00	s	-	\$ -				0.00	s		
71			0	0	0.00	\$		s -				0,00	\$		
72			0	0	0.00	s		\$ -	(0.00	S		
73			0	0	0,00	s		s -				0.00	s		
74			0	0	0.00	\$		s -				0,00	s		
75			0	0	0.00	\$		s -				0.00	\$	G C	
76			0	0	0.00	s		\$ -				0.00	s		
77			0	0	0,00	s	-	s -				0.00	s		
78			0	0	0.00	s		s -				0.00	s		
79			0	0	0.00	s		s -				0.00	s		
80			0	0	0.00	s		\$ -				0.00	s		
81			0	0	0.00	s		s -				0.00	s		
82			0	0	0,00	s		s -				0.00	s		
83			0	0	0.00	s		s -				0.00	s		
84			0	0	0.00	s		s -				0,00	s	-	
85			0	0	0.00	s	-	s -				0,00	s	2	
86			0	0	0.00	s		s -				0.00	s	-	
87			0	0	0.00	s		s -				0.00	s		
88			0	0	0.00	\$	-	s -				0.00	\$		
89			0	0	0.00	s		s .				0.00	\$	-	
1997	TOTAL FROM THIS SHE	ET		17 - 17.00	di di			\$ 59,557,45		s -			s	59,557.45	
	TOTAL FROM OTHER SHEE			\$ 668,539.4	0			\$ 568,117.66		\$ 5,865.00			S	568,117.66	
	GRAND TOT			\$ 668,539.4				\$ 627,675.11		\$ 5,865.00			\$	627,675.11	100%



PURCHASE ORDER NO. 94871 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Contract Amount: \$ 668,539,40 CHANGE ORDERS	Section 2.							
Contract Amount S 668,539,40 CHANGE ORDERS			APPLICATION	FOR FIN	AL PAYMENT			
Orders: \$ (40,864.29)	OJECT: Civic Ctr, Novi Way, PD, Power Pk	NOVI PROJE		Married Strategy and Company of the		PAYM	IENT NO.:	FINAL
d Contract Amount to Date: \$ 627,675.11	inal Contract Amount:	\$	668,539.40		CHANGE O	RDERS		
Contract Amount to Date: \$ 627,675.11 2 November 17, 2016 \$ (52,539.41)	nge Orders:	\$	(40,864.29)			•		
Section Sect	usted Contract Amount to Date:	\$	627,675.11	2	November 17, 2016	\$	(52,539.41)	
Inspection "Crew Days": To Date This Pay 0.00 \$ -	al Cost of Work Performed to Date:	\$	627,675.11		,,,	\$		
Earned of Contract and Extra Work to Date: L.D.'s: # of days over = \$		35.50 \$:			\$		
\$ amount/day = \$500 \$ 627,675.11 \$ 107AL: \$ (40,864.29) It: \$ 627,675.11 Amount of Previous Payments: \$ 590,625.85 1 \$ 224,331.09 2 \$ 366,294.76 3 \$ - 4 \$ - 5 \$ - 6 \$ - 7 \$ - 8 \$ - 8 \$ - 9 \$ -	This Pay Amt. Earned of Contract and Extra Work to Date:	\$	627,675.11			\$		
\$ 627,675.11 \$ TOTAL: \$ (40,864.29) It: \$ 627,675.11 Amount of Previous Payments: \$ 590,625.85 1 \$ 224,331.09 2 \$ 366,294.76 3 \$ -		\$				\$ \$		
Amount of Previous Payments: 1 \$ 224,331.09 2 \$ 366,294.76 3 \$ - 4 \$ - 5 \$ - 5 \$ - 6 \$ - 7 \$ - 8 \$ - 8 \$ - 9 \$ -	ototal:	\$	627,675.11			\$		
Amount of Previous Payments: \$ 590,625.85 1 \$ 224,331.09 2 \$ 366,294.76 3 \$ - 4 \$ - 5 \$ - 5 \$ - 6 \$ - 7 \$ - 8 \$ - 9 \$ - 9 \$ -	Incentive "Crew Days", if under:	S			тот	AL: \$	(40,864.29)	É
1 \$ 224,331.09 2 \$ 366,294.76 3 \$ - Inspection "Crew Days" Allowed per Contract: 28.00 4 \$ - Additional "Crew Days" per Change Orders: 7.50 5 \$ - Total Inspection "Crew Days" Allowed: 35.50 6 \$ - Inspection "Crew Days" Used to Date: 35.50 7 \$ - Inspection "Crew Days" Remaining: 0.00 8 \$ -	ototal:	\$	627,675.11					
Inspection "Crew Days" Allowed per Contract: 28.00		\$	590,625.85					
5 \$ - Total Inspection "Crew Days" Allowed: 35.50 6 \$ - Inspection "Crew Days" Used to Date: 35.50 7 \$ - Inspection "Crew Days" Remaining: 0.00 8 \$ -]
6 \$ - Inspection "Crew Days" Used to Date: 35.50 7 \$ - Inspection "Crew Days" Remaining: 0.00 8 \$ - 9 \$ -								-
7 \$ - 8 \$ - 9 \$ -	6 \$ -							1
9 \$ -	7 \$ -]
	5 \$ - 6 \$ - 7 \$ - 8 \$ -				Total Inspection "Crew Da Inspection "Crew Days" Us	ys" Allowed: sed to Date:	35.50 35.50	



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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:

Civic Ctr. Novi Way, PD, Power Pk

NOVI PROJECT NO .:

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 leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); 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.

Jeremy Bagnell

Digitally signed by Jeremy Bagnell DN: cn=Jeremy Bagnell, o=Cadillac Asphalt, LLC, ou=Area Manager, email=jbagnell@mipmc.com, c=U5 Date: 2017.02.06 10:56:54 -05'00'

Cadillac Asphalt, LLC

CONTRACTOR - Electronic Signature Certification

Digitally signed by Koskinen, Mark Koskinen, Mark DN: dc=com, dc=aecomnet, dc=na, ou=AECOMUser ou=AMER, ou=USS, ou=USSHF1, cn=Koskinen, Mark DN: dc=com, dc=aecomnet, dc=na, ou=AECOMUsers, Date: 2017.04.24 08:32:58 -04'00'

AECOM Great Lakes

CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

ron J. Staup, Construction Engineering Coordinate Electronic Signature Certification

George Melistas, Senior Engineering Manager

Electronic Signature Certification

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.