



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

**Agenda Item C
June 18, 2007**

SUBJECT: Approval of the final balancing change order and final payment to Midwest Power Systems, Inc. for the Hilton Sanitary Sewage Pump Station Upgrade project in the amount of \$63,542.25.

SUBMITTING DEPARTMENT: Engineering Department *AS*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	N/A
AMOUNT BUDGETED	N/A
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	N/A

BACKGROUND INFORMATION:

The City's consulting engineer for this project (Orchard, Hiltz & McCliment) administered Midwest Power Systems' construction contract for the rehabilitation of the Hilton sanitary sewage pump station. OHM has executed and submitted the attached documents verifying the final contract payment amount that is due to Midwest (OHM's Final Pay Estimate No. 2 and Balancing Change Order No. 1, attached).

The pump station upgrade work performed by the contractor has been in substantial compliance with the plans and specifications, and final payment in the amount of \$63,542.25 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form.

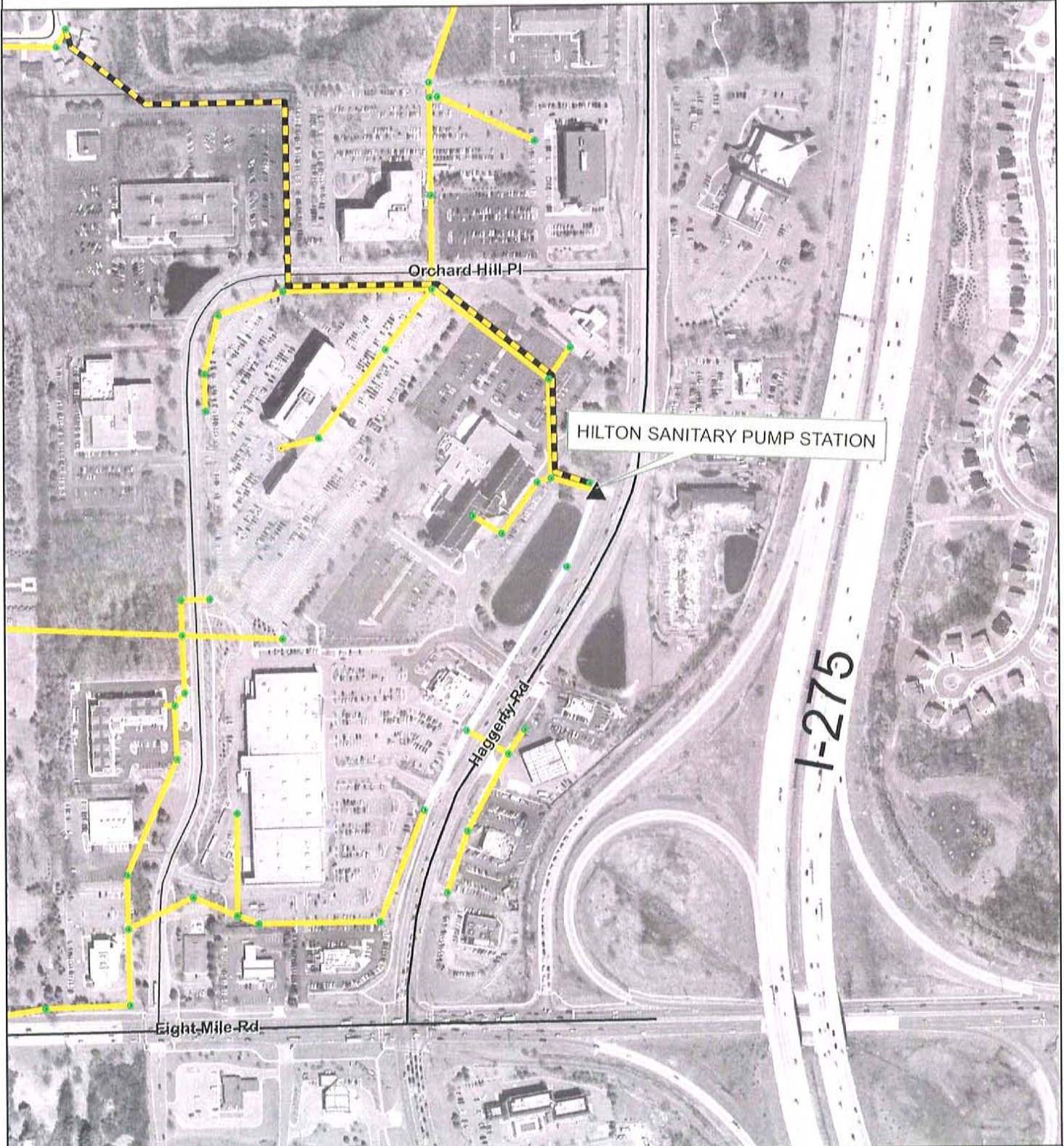
The original contract was approved at the August 28, 2006 City Council meeting in the amount of \$144,875.00. The final payment brings the total in construction expenditures on this project to \$159,211.00. The major reason for this cost variance was the addition of a magnetic flow meter and data recorder to the station.

RECOMMENDED ACTION: Approval of the final balancing change order and final payment to Midwest Power Systems, Inc. for the Hilton Sanitary Sewage Pump Station Upgrade project in the amount of \$63,542.25.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

Hilton Sanitary Pump Station Site Location Map



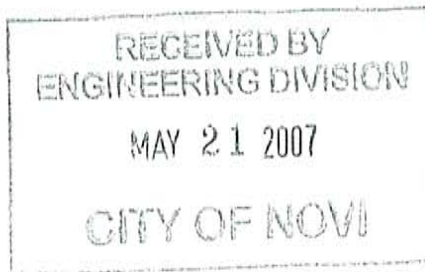
CITY OF NOVI
GEOGRAPHIC INFORMATION SYSTEMS OFFICE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 NOVI CITY HALL CIVIC CENTER
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-3279
 WWW.C1NOVIMI.US



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.

May 17, 2007

City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375



Attention: Mr. Robert Hayes, PE
City Engineer

Regarding: Hilton Pump Station Upgrades
OHM Job No. 0163-06-0302

Dear Mr. Hayes:

Enclosed herewith is Construction Estimate No. 2 - FINAL and three copies of Change Order No. 1 for the referenced project. We recommend approval of this Change Order. If you concur, please sign all three copies, retain one for your records, and return two to our office. Also included are the documents required for contract closeout. These documents are: 1) Contractor's Declaration; 2) Contractor's Affidavit; 3) Consent of Surety; and 4) Full Unconditional Waiver of Lien.

Midwest Power Systems, Inc. has completed the work shown on the attached construction estimate for the period ending May 17, 2007.

We would recommend payment to the Contractor in the amount of \$63,542.25.

Please note that Amount due Contractor includes \$7,243.75 in retainage previously withheld.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.

A handwritten signature in black ink, appearing to read "M. Stieler".

Michael D. Stieler, P.E.
Construction Group Assistant Manager

Cc: David B. Landry, Mayor – City of Novi
Brent Canup, Midwest Power Systems
Aaron Staup, City of Novi
Tim Sikma, City of Novi
Gary Smolinski, OHM
Vyto Kaunelis, OHM
File

ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road
Livonia, MI 48150

CONSTRUCTION ESTIMATE

p: (734) 522-6711
f: (734) 522-6427
w: ohm-advisors.com



PROJECT: **Hilton Pump Station Upgrades** Job Numbers: 0153-06-0302 Estimate Number: 2 FINAL

OWNER: City of Novi 45175 W. Ten Mile Road Novi, MI 48375 248-735-5606

CONTRACTOR: Midwest Power Systems Inc. 2401 Hickory Oak Lane Milford, MI 48380 248-770-5121

Period End Date: 05/17/07 Contract Start Date: 12/01/06 Contract End Date: 04/11/07 Contract Duration: 131 days

*Retainage: Lump Sum			
Original Contract Amount:	\$144,875.00	A) Changes due to CO No. 1:	\$14,336.00
Change Orders:	\$14,336.00		\$14,336.00
Current Contract Amount:	\$159,211.00		
		Earnings this Period:	\$56,298.50
		Earnings to Date:	\$159,211.00
		Less Retainage: Lump Sum	\$0.00
		Net Earned:	\$159,211.00
		Deductions:	
		Balance:	\$159,211.00
		Previous Estimates:	\$95,668.75
		Amount Due Contractor:	<u>\$63,542.25</u>
		Amount Due Contractor includes \$7,243.75 of retainage previously held.	

Prepared By: M. Stiel Date: 5/17/07
 Michael D. Stiel, P.E., Orchard, Hiltz & McCliment, Inc.

Recommended By: [Signature] Date: 5/23/07
 Robert Hayes, PE, City Engineer, City of Novi

Approved By: _____ Date: _____
 David B. Landry, Mayor, City of Novi

Item No.	Description	Original Bid Quantity	Authorized Quantity	Unit Price	Period Quantity	Period Amount	Quantity to Date	Total Amount to Date
Division A: Entire Project								
1	Sanitary Pump Station Upgrades	1.00 Ls	1.00	\$139,875.00	0.30	\$41,962.50	1.00	\$139,875.00
2	Install Gas Hook-Up and Gas Meter (Allowance)	1.00 Ls	1.00	\$5,000.00	-	-	1.00	\$5,000.00
Additional Items to the Contract								
3	Flanged Coupling	0.00 Ls	1.00 (A)	\$2,650.00	1.00	\$2,650.00	1.00	\$2,650.00
4	New Access Hatch for Valve Pit	0.00 Ea	1.00 (A)	\$1,166.00	1.00	\$1,166.00	1.00	\$1,166.00
5	Paperless Data Recorder	0.00 Ea	1.00 (A)	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
6	New Magnetic Flow Meter	0.00 Ea	1.00 (A)	\$5,520.00	1.00	\$5,520.00	1.00	\$5,520.00
						Division A Sub-Total:		\$159,211.00



CHANGE ORDER

ORCHARD, HILTZ & McCCLIMENT, INC.
34000 Plymouth Road
Livonia, MI 48150

p: (734) 622-8711
f: (734) 622-6427
w: ohrn-advcomr.com

Date: 03/19/2007

Change Order Number: 1

Job Number: 0163-05-0302

PROJECT: Hilton Pump Station Upgrades

OWNER: City of Novi
45175 W. Ten Mile Road
Novi, MI 48375
248-736-6808

CONTRACTOR: Midwest Power Systems Inc.
2401 Hickory Oak Lane
Milford, MI 48380
248-770-6121

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's Engineer,

ORCHARD, HILTZ & McCCLIMENT, INC.
34000 Plymouth Road
Livonia, Michigan 48150 Phone (734) 622-8711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

The changes addressed by this Change Order hereby increase the contract duration by 0 days.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	\$14,336.00
Original Contract Amount:	\$144,875.00
Contract Amount Including Previous Change Orders:	\$144,875.00
Amount of this Change Order:	\$14,336.00
REVISED CONTRACT AMOUNT:	\$159,211.00

Accepted By: [Signature]
Midwest Power Systems Inc.

Date: 5-17-07

Prepared By: [Signature]
Michael D. Stjeler, P.E., Orchard, Hiltz & McCliment, Inc.

Date: 5/17/07

Recommended By: [Signature]
Robert Hayes, PE, City Engineer, City of Novi

Date: 5/23/07

Approved By: _____
David B. Landry, Mayor, City of Novi

Date: _____

Item No.	Description	Previous Authorized Quantity	Increased Quantity	New Authorized Quantity	Unit Price	Total Increase
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THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Division A:Entire Project

Additional Items to the Contract:

3	Flanged Coupling The existing couplings between the check valve and the plug valve were found to be leaking and in poor condition. They were changed out per the City of Novi's request with new dresser couplings. Materials used with this item included two pressure flanged couplings, four retaining rods with rod clips, and three 6-inch pipe stands.	Ls	1.00	1.00	\$2,650.00	\$2,650.00
4	New Access Hatch for Valve Pit The City of Novi requested that the existing steel hatch on the valve pit be replaced with a new upgraded hatch. The existing hatch was replaced with a 37" x 37" Flygt Top Hatch.	Ea	1.00	1.00	\$1,166.00	\$1,166.00
5	Paperless Data Recorder A paperless data recorder compatible with others in the City of Novi was originally proposed to be included in this contract but was inadvertently left out. The one installed is the recorded as initially discussed with the City of Novi.	Ea	1.00	1.00	\$5,000.00	\$5,000.00
6	New Magnetic Flow Meter The contractor supplied and installed one Tigermag magnetic flow meter with polyurathane liner, stainless steel electrodes, remote mounted electronics, and 50-feet of cable to accomodate the paperless chart recorder.	Ea	1.00	1.00	\$5,520.00	\$5,520.00

SUB-TOTAL INCREASES DIVISION A:

\$14,336.00



CHANGE ORDER

ORCHARD, HILTZ & McCCLIMENT, INC.
34000 Plymouth Road
Livonia, MI 48150

p: (734) 622-8711
f: (734) 622-8427
w: ohm-advisors.com

Date: 03/19/2007

Change Order Number: 1

Job Number: 0183-05-0302

PROJECT: Hilton Pump Station Upgrades

OWNER: City of Novi
45175 W. Ten Mile Road
Novi, MI 48376
248-735-6608

CONTRACTOR: Midwest Power Systems Inc.
2401 Hickory Oak Lane
Milford, MI 48380
248-770-5121

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's Engineer.

ORCHARD, HILTZ & McCCLIMENT, INC.
34000 Plymouth Road
Livonia, Michigan 48150 Phone (734) 622-8711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

The changes addressed by this Change Order hereby increase the contract duration by 0 days.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	\$14,336.00
Original Contract Amount:	\$144,875.00
Contract Amount including Previous Change Orders:	\$144,875.00
Amount of this Change Order:	\$14,336.00
REVISED CONTRACT AMOUNT:	\$159,211.00

Accepted By: [Signature]
Midwest Power Systems Inc.

Date: 5-17-07

Prepared By: [Signature]
Michael D. Stelzer, P.E., Orchard, Hiltz & McCliment, Inc.

Date: 5/17/07

Recommended By: [Signature]
Robert Hayes, PE, City Engineer, City of Novi

Date: 5/23/07

Approved By: _____
David B. Landry, Mayor, City of Novi

Date: _____

Item No.	Description	Previous Authorized Quantity	Increased Quantity	New Authorized Quantity	Unit Price	Total Increase
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT						
Division A:Entire Project						
Additional Items to the Contract:						
3	Flanged Coupling The existing couplings between the check valve and the plug valve were found to be leaking and in poor condition. They were changed out per the City of Novi's request with new dresser couplings. Materials used with this item included two pressure flanged couplings, four retaining rods with rod clips, and three 6-inch pipe stands.	Ls	1.00	1.00	\$2,650.00	\$2,650.00
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SUB-TOTAL INCREASES DIVISION A:						\$14,336.00

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

September 11, 2006

to

May 17

A.D., 20 07

performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Novi or his agents, in addition to the regular items set forth in the Contract numbered 0163-06-0301 and dated September 11 A.D., 20 06 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: May 7, 2007

By: Brent Canup/Midwest Power Systems

Title: owner / president

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)

)
)SS.

COUNTY OF Oakland)

The undersigned, Midwest Power Systems, Inc., CONTRACTOR, hereby represents that on Sept 11, 2006 he (it) was awarded a Contract by City of Novi hereinafter called the OWNER, to construct Hilton Pump Station Upgrades in accordance with the terms and conditions of Contract No. 0163-06-0301; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this 7 day of May, 2007.

Contractor

By: Brent Canup / Midwest Power System

Title owner / president

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____, 20 _____.

Notary Public: _____

My Commission expires: _____

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner _____
Architect _____
Contractor _____
Surety _____
Other 10034321

PROJECT: Hilton Pump Station Upgrades,
(name, address)

TO: (Owner)
City of Novi
45175 WEST TEN MILE RD.
NOVI, MI 48375-3024

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Contract Bond

CONTRACT DATE:

CONTRACTOR:
Midwest Power Systems Inc
2401 Hickory Oak
Milford, MI

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
The Guarantee Company of North America USA
25800 Northwestern Hwy, Suite 720
Southfield, Michigan 48075

, SURETY COMPANY

on bond of (here insert name and address of Contractor)
Midwest Power Systems Inc
2401 Hickory Oak
Milford, Michigan

, 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 RD.
NOVI, Michigan 48375-3024

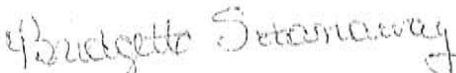
, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 16th day of May, 2007

Surety Company
The Guarantee Company of North America
USA


Signature of Authorized Representative

Attest: 
(Seal):

Susan L. Belloli - Attorney-In-Fact
Title

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



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon,
Terence J. Griffin
Griffin, Smalley & Wilkerson, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of April, 2006.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen Dullard, Vice President

On this 21st day of April, 2006 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



*Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County*

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 16th day of MAY 2007



Randall Musselman, Secretary

FULL UNCONDITIONAL WAIVER

OUR CONTRACT WITH MIDWEST POWER
(other contracting party)


TO PROVIDE PUMPS AND ACCESSORIES

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

NOVI HILTON PUMP STATION

HAVING BEEN FULLY PAID AND SATISFIED, ALL OUR CONSTRUCTION LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

DAVID LAKE
VICE-PRESIDENT


(signature of lien claimant)

SIGNED ON May 9, 2007

ADDRESS: Kennedy Industries, Inc.

P.O. Box 809

Milford, MI 48381-0809

TELEPHONE: (248) 684-1200

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY