

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item U
November 10, 2008

SUBJECT: Approval of the final balancing change order and final payment to Doetsch Industrial Services, Inc. for the Sanitary Sewer Televising and Cleaning project in the amount of \$4,344.75.

SUBMITTING DEPARTMENT: Engineering *K.H.*

CITY MANAGER APPROVAL: *not for CSP*

BACKGROUND INFORMATION:

The city's consulting engineer for this project (OHM) administered the contract for televising and cleaning selected sanitary sewers in the southeast quadrant of the city. These sewers were identified as Tier II areas in the Sanitary Sewer Evaluation Study completed as part of the Capacity, Management, Operations & Maintenance (CMOM) project in 2006. This project included televising some of the older sanitary sewers in the system and analyzing them for potential problems to be addressed as capital improvement projects in the future, either as sanitary sewer rehabilitation or replacement projects.

OHM has executed and submitted the attached documents verifying the final contract payment amount that is due to the contractor, Doetsch Industrial Services, Inc. (OHM's Final Pay Estimate No. 3 and Final Change Order No. 2, attached).

The sewer televising and cleaning work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$4,344.75 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's October 21, 2008 letter, attached). The original contract was approved at the November 13, 2007 City Council meeting in the amount of \$86,895. The final payment brings the total in construction expenditures on this project to \$64,241.79. The major change order on this project deleted a good portion of sewer cleaning that was deemed to be unnecessary as a result TV inspection.

RECOMMENDED ACTION: Approval of the final balancing change order and final payment to Doetsch Industrial Services, Inc. for the Sanitary Sewer Televising and Cleaning project in the amount of \$4,344.75.

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

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

October 9, 2008

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



Attention: Mr. Rob Hayes
Construction Engineering Coordinator

Regarding: CMOM Phase III - Sewer Televising
OHM Job No. 0163-07-3001

Dear Mr. Hayes:

Enclosed herewith are Construction Estimate No. 3 (Final) and Change Order No. 2 for the above referenced project. We recommend approval of this Change Order. If you concur, please sign all three copies, retain one copy for your records, and return two copies to our office. Also included are the documents required for contract closeout. These documents include: 1) Contractor's Declaration; 2) Contractor's Affidavit; 3) Sworn Statement; and 4) Partial Unconditional Waiver of Lien. Note that the partial unconditional waiver of lien is conditioned on payment of this estimate.

Doetsch Industrial Services, Inc. has completed the work shown on the attached construction estimate for the period ending October 9, 2008.

Amount Due Contractor of \$4,344.75 is from retainage previously withheld.

We would recommend final payment to the Contractor in the amount of \$4,344.75.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.



Gary Spolinski
Client Services Manager

cc: Dave M. Balogh, Doetsch Environmental Services
Aaron Staup, City of Novi
Chris Donajkowski, OHM
File



CONSTRUCTION ESTIMATE

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

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

PROJECT: CMOM Phase III - Sewer Televising

Job Numbers: 0163-07-3001

Estimate Number: 3 FINAL

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

CONTRACTOR: Doetsch Environmental Services, Inc.
 21221 Mullin Ave.
 Warren, MI 48089
 586-755-2090

Period End Date: 10/09/08
 Contract Start Date: 11/26/07
 Contract End Date: 03/31/08
 Contract Duration: 128 days

STATUS: On Schedule

*Retainage: Lump Sum

Original Contract Amount:	\$86,895.00	A) Changes due to CO No. 1 :	\$0.00	Earnings this Period:	
Change Orders:	-\$22,653.21	B) Changes due to CO No. 2 :	-\$22,653.21	Earnings to Date:	\$64,241.79
Current Contract Amount:	\$64,241.79		-\$22,653.21	Less Retainage: Lump Sum	\$0.00
				Net Eamed:	\$64,241.79
				Deductions:	-
				Balance:	\$64,241.79
				Previous Estimates:	\$59,897.04
				Amount Due Contractor:	\$4,344.75

Amount Due Contractor includes \$4,344.75 of retainage previously held.

Prepared By: *Alan K. McComb* for
 Alan K. McComb, P.E., Orchard, Hiltz & McCliment, Inc.

Date: 10-9-08

Recommended By: _____
 Aaron J Staup, Construction Engineer, City of Novi

Date: _____

Approved By: _____
 Rob Hayes, PE, City Engineer, City of Novi

Date: _____

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 Sewer Video Inspection, 6 - 10 inches	53,400.00 Ft	71,744.70 (B)	\$0.50	-	-	71,744.70	\$35,872.35
2	Sanitary Sewer Video Inspection, 12 - 21 inches	11,650.00 Ft	15,497.20 (B)	\$0.50	-	-	15,497.20	\$7,748.60
3	Sanitary Sewer Cleaning, 6 - 10 inches	53,400.00 Ft	19,832.30 (B)	\$0.80	-	-	19,832.30	\$15,865.84
4	Sanitary Sewer Cleaning, 12 - 21 inches	11,650.00 Ft	4,755.00 (B)	\$1.00	-	-	4,755.00	\$4,755.00
Division A Sub-Total:								\$64,241.79



CHANGE ORDER

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

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

Date: 04/24/2008

Change Order Number: 2

Job Numbers: 0183-07-3001

PROJECT: CNOM Phase III - Sewer Teletesting

OWNER: City of Novi
 45175 W. Ten Mile Road
 Novi, MI 48376
 248-735-5606

CONTRACTOR: Doetsch Environmental Services, Inc.
 21221 Muffin Ave.
 Warren, MI 48089
 588-765-2090

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.

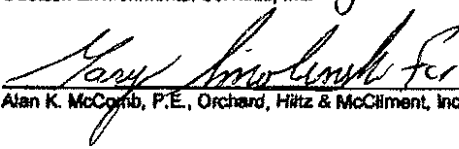
ORCHARD, HILTZ & McCLIMENT, INC.
 34000 Plymouth Road
 Livonia, Michigan 48150 Phone (734) 522-6711

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:	\$-22,653.21
Original Contract Amount:	\$86,895.00
Contract Amount Including Previous Change Orders:	\$86,895.00
Amount of this Change Order:	\$-22,653.21
REVISED CONTRACT AMOUNT:	64,241.79

Accepted By:  Date: 7-16-08
 Doetsch Environmental Services, Inc.

Prepared By:  Date: 10-9-08
 Alan K. McComb, P.E., Orchard, Hiltz & McCliment, Inc.

Recommended By: _____ Date: _____
 Aaron J Staup, Construction Engineer, City of Novi

Approved By: _____ Date: _____
 Rob Hayes, PE, City Engineer, City of Novi

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

1	Sanitary Sewer Video Inspection, 6 - 10 inches	53,400.00 Ft	18,344.70	71,744.70	\$0.50	\$9,172.35
2	Sanitary Sewer Video Inspection, 12 - 21 inches	11,850.00 Ft	3,847.20	15,487.20	\$0.50	\$1,923.60
SUB-TOTAL INCREASES DIVISION A:						\$11,095.95

THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE DECREASED TO THE CONTRACT AMOUNT

Division A: Entire Project

3	Sanitary Sewer Cleaning, 6 - 10 inches <i>Preliminary video verified the amount of cleaning necessary. The result is a negative.</i>	53,400.00 Ft	-33,567.70	18,832.30	\$0.80	\$-28,854.16
4	Sanitary Sewer Cleaning, 12 - 21 inches	11,850.00 Ft	-6,895.00	4,755.00	\$1.00	\$-6,895.00
SUB-TOTAL DECREASES DIVISION A:						\$-33,749.16

Doetsch

INDUSTRIAL SERVICES, INC.

21221 Mullin Avenue • Warren, Michigan 48089

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period November 26, 2007 to March 31, 2008 A.D. 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 the City of Novi or its agents, in addition to the regular items set forth in the Contract numbered 90651 and dated November 14, 2007. 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: Oct 7, 2008



Contractor

By: Doetsch Industrial Services, Inc.

Title: Finance Director

Doetsch INDUSTRIAL SERVICES, INC.

21221 Mullin Avenue • Warren, Michigan 48089

CONTRACTOR'S AFFIDAVIT

State of Michigan)
County of Macomb) SS.

The undersigned, Doetsch Industrial Services, Inc., CONTRACTOR, hereby represents that on November 26, 2007, it was awarded a Contract by the City of Novi hereinafter called the OWNER, to complete The Sewer Televising Program (CMOM Phase III) in accordance with the terms and conditions of OHM Project No. #0163-07-3001; 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 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 materials 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, 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 7th day of October, 2008.

Doetsch Industrial Services, Inc.

Contractor

By: [Signature]

Title: Finance Director

Subscribed and sworn to before me, a Notary

Public in and for Macomb County,

Michigan, on this 7th day of

October, 2008

Notary Public: [Signature]

My Commission expires 11-25-13

Diann Regelbrugge
Notary Public of Michigan
Wayne County
Expires 11/25/2013
Acting in the County of

PARTIAL UNCONDITIONAL WAIVER

I / we have a contract with Orchard, Hiltz, McCliment to provide Sewer Televising
for the improvement to the property described as City of Novi Proj:0163073001

and hereby waive my / our construction lien to the amount of \$ 4344.75, for
labor/materials provided through March 2008
(date)

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

This waiver is conditioned on actual payment of the amount shown above.

Signed on: October 7, 2008
(date)

Lien Claimant: DOETSCH INDUSTRIAL SERVICES, INC.

Address: 21221 MULLIN AVE WARREN, MI 48089

Authorized Agent: Diann Regelbrugge
(printed name)

Signature: 

Telephone / Fax: (586) 755-2090 / (586) 755-2099

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

Doetsch

INDUSTRIAL SERVICES, INC.

21221 Mullin Avenue • Warren, Michigan 48089

SWORN STATEMENT

State of Michigan

County of: Macomb Date: October 7, 2008

Sean Schotthoefter (deponent) being duly sworn deposes and says:

1. That Doetsch Industrial Services, Inc. is the Contractor/Subcontractor for an services described on the following page.
2. That the following is a statement of each subcontractor and supplier and laborer for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has Contracted/Subcontracted for performance under the Contract with the OWNER and that the amount due to the person(s) as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor	Type of Service Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Labor Wages Due but Unpaid	Amount of Labor, Fringe Benefits & Withholdings due but Unpaid
	No Subcontractor					
	All Material Fully Paid					

The contracts or subcontracts cited herein are for Sewer Televising Services to the following described real property situated in Oakland County, Michigan, described as: Sanitary Sewer System within the city limits of Novi, Michigan.

OHM Job Number: 0163-07-3001

3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
4. Deponent further says that he makes the foregoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the OWNER of the above described premises and its agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109

Doetsch INDUSTRIAL SERVICES, INC.

21221 Mullin Avenue • Warren, Michigan 48089

of the Construction Lien Act, Act No. 497 of the Public Acts 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An Owner of the above described property may not rely on this sworn statement to avoid the claim of a Subcontractor, Supplier or Laborer who has provided a Notice of Furnishing (or a Laborer who may provided a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act) to the Designee or to the Owner if the Designee is not named or has died.

Date: Oct 9, 2008

[Signature]
Signature of Deponent

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: Oct 7, 2008 in Macomb County, Michigan.

My Commission expires: 11-25-13

Signature: [Signature]

Diana Regalbrugge
Notary Public of Michigan
Wayne County
Expires 11/25/2013
Acting in the County of Macomb

October 21, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bludla@secretwardle.com

Suzanne Moreno, Finance Department
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

**Re: CMOM Phase III – Manhole Rehabilitation
Doetsch Environmental Services, Inc. – Closing Documents
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following closing documents you have provided for the CMOM Phase III Manhole Rehabilitation Contract:

- Final Pay Estimate No. 3
- Change Order No. 2
- Contractor's Declaration
- Contractor's Affidavit
- Partial Unconditional Waiver of Lien

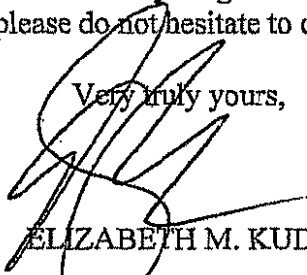
It appears that the City Engineer has reviewed and confirmed the accuracy of Change Order No. 2 and Final Pay Estimate No. 3. The documents appear to be generally in order with the following exceptions:

1. The name of the signatory of the Declaration, Affidavit, and Waiver of Lien should be printed below his or her signature.
2. A Maintenance and Guarantee Bond should be provided in the final contract amount.
3. The Consent of Surety to final payment should be provided.
4. The Full Unconditional Waiver of Lien should be provided prior to final payment. The Partial Unconditional Waiver is not acceptable.

Suzanne Moreno, Finance Department
October 21, 2008
Page 2

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Elizabeth M. Kudla', written over the typed name below.

ELIZABETH M. KUDLA

EMK

cc: Clay Pearson, City Manager
Kathy Smith-Roy, Finance Director
Thomas R. Schultz, Esquire

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