

cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item K**  
**January 26, 2009**

**SUBJECT:** Approval of the final balancing change order and final payment to Restoration Dredging, Inc. for the Meadowbrook Lake Streambank Stabilization project in the amount of \$1,000.00.

**SUBMITTING DEPARTMENT:** Engineering *RZ*

**CITY MANAGER APPROVAL** *[Signature]*  
*FOR CTP*

**BACKGROUND INFORMATION:**

The city's consulting engineer for this project (Anderson, Eckstein & Westrick) administered a construction contract for the construction of a series of streambank stabilization measures along the Middle Rouge River downstream of Meadowbrook Lake to address ongoing erosion and to improve water quality.

AEW has executed and submitted the attached documents verifying the final contract payment amount that is due to Restoration Dredging (AEW's December 15, 2008 Final Pay Estimate No. 4, and Final Balancing Change Order No. 1, attached).

According to AEW, the streambank stabilization work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$1,000.00 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's December 18, 2008 letter, attached), with the exception of one administrative item that has since been addressed by the contractor.

The original contract was approved at the May 14, 2007 City Council meeting in the amount of \$113,379.00. The final payment brings the total in construction expenditures on this project to \$101,716.96.

**RECOMMENDED ACTION:** Approval of the final balancing change order and final payment to Restoration Dredging, Inc. for the Meadowbrook Lake Streambank Stabilization project in the amount of \$1,000.00.

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

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

December 18, 2008

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

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

**Re: Meadowbrook Lake Streambank Stabilization  
Restoration Dredging, Inc. – Closing Documents  
Our File No. 55142 NOV**

Elizabeth M. Kudla  
Direct: 248-539-2816  
bkudla@secretwardle.com

Dear Ms. Moreno:

We have received and reviewed the following closing documents you have provided for the Meadowbrook Lake Streambank Stabilization Contract:

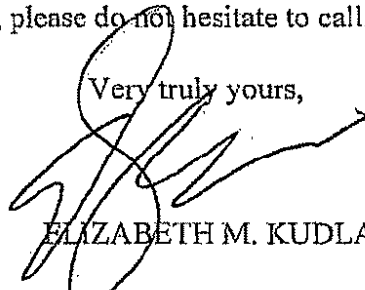
- Final Pay Estimate No. 4
- Change Order No. 1
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond

Subject to the City Engineer's review and approval of the accuracy of Change Order No. 1 and Final Pay Estimate No. 4, the documents appear to be in order. Though the Maintenance and Guarantee Bond is in the original contract amount, it is acceptable because it exceeds the final contract amount and is therefore sufficient to meet final contract requirements.

Please note that the name of the signatory Waiver of Lien for Northville Supply Yard should be printed below his or her signature.

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,

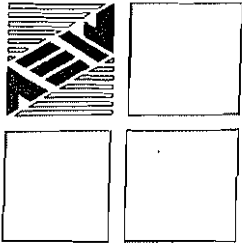


ELIZABETH M. KUDLA

EMK

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

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**ANDERSON, ECKSTEIN AND WESTRICK, INC.**

51301 Schoenherr Road, Shelby Township, Michigan 48315  
Civil Engineers • Surveyors • Architects 586-726-1234

December 15, 2008

Aaron Staup  
Construction Engineer  
City of Novi  
45175 W. Ten Mile Road  
City of Novi, Michigan 48375-3024

Reference: Meadowbrook Lake Streambank Stabilization  
AEW Project No. 822-005

Dear Mr. Staup:

Enclosed please find Estimate No. 4 (Final), three copies of Change Order No. 1 (Balancing), a Contractor's Sworn Statement, Full Unconditional Waivers of Lien and a Consent of Surety for the project referenced above. We recommend issuing final payment in the amount of \$1,000.00 to Restoration Dredging Inc., 837 Foxhall Road, Bloomfield Hills, Michigan 48304.

Please sign all copies of the Balancing Change Order and return one copy to our office and one copy to Restoration Dredging.

If you require additional information or have questions, please feel free to contact our office.

Very truly yours,

  
Jeffrey H. Bednar, PE, CFM

cc: Rob Hayes PE, Novi City Engineer  
Jeff Hall, Novi Finance Department  
Restoration Dredging Inc.

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ANDERSON ECKSTEIN & WESTRICK  
51301 SCHOENHERR ROAD  
SHELBY TOWNSHIP, MICHIGAN 48315

AEW PROJECT NO. 822-005 DATE: 12/4/2008

Name and Location: Meadowbrook Lake Streambank Stabilization

PROGRESS PAYMENT REQUEST

CONTRACT DATE: 6/18/2007

CONTRACTOR: Restoration Dredging, Inc.  
Address: 837 Foxhall Rd., Bloomfield Hills, MI. 48304  
OWNER: City of Novi  
Address: 45175 W. Ten Mile Rd., Novi, MI. 48375

Request No. 4 (Final) WORK COMPLETED FROM: 3/10/08 to 11/30/08

CONTRACT AMOUNT: \$113,379.00 REVISED TO: \$101,716.96

ITEM OF WORK	Unit Used	Original Estimated Quantities	Quantities Last Period	Quantities Completed to Date	Unit Price	Amount
Bonds, Insurance & Set-Up Expense (Max. 3%)	LS	1.00	1.00	1.00	1,900.00	1,900.00
Audio-Visual Record of Construction Site	LS	1.00	1.00	1.00	1,238.00	1,238.00
1' Thick Crushed Concrete Access Drive	EA	2.00	1.00	1.00	2,222.00	2,222.00
Construction Fencing	LF	400.00	233.00	233.00	1.13	263.29
Station Clearing	STA	9.00	9.00	9.00	675.00	6,075.00
Rip Rap, Heavy	CY	200.00	200.00	200.00	137.40	27,480.00
Wetland Scrub/Shrub Plantings	EA	30.00	30.00	30.00	2.00	60.00
Restoration	LS	1.00	1.00	1.00	14,105.00	14,105.00
Soil Erosion and Sedimentation Control	LS	1.00	1.00	1.00	786.00	786.00
Crew Days	DAY	12.25	10.25	10.25	592.00	6,068.00
						60,197.29
<b>ALTERNATE</b>						
Earth Excavation	CY	1,000.00	901.80	901.80	24.81	22,373.66
Erosion Control Blanket (C125BN)	SY	1,500.00	1,060.40	1,060.40	3.03	3,213.01
Wetland Scrub/Shrub Plantings	EA	60.00	60.00	60.00	2.00	120.00
Rip Rap, Heavy	CY	80.00	81.00	81.00	141.00	11,421.00
Wetland Seed Mix	AC	0.10	0.10	0.10	3,630.00	363.00
Upland Prairie/Grass Slope Stabilization Seed Mix	AC	0.25	0.25	0.25	724.00	181.00
Crew Days	DAY	14.00	6.50	6.50	592.00	3,848.00
						41,519.67

REMARKS:	Total Amount Earned			101,716.96
	Less 0.00%	RETAINED		0.00
	Less 16.75	CREW DAYS AT	\$592.00 /CREW DAY	9,916.00
	Net Amount Earned			91,800.96
	Less Previous Estimate			96,424.96
	Plus 9.5	Crew days under contract amount @ \$592.00/C.D.		5,624.00
	<b>FINAL AMOUNT DUE</b>			<b>1,000.00</b>

ANDERSON, ECKSTEIN AND WESTRICK, INC.

*Carrie L. Feuland* 12-15-08  
Prepared by Date

We have reviewed this final estimate and agree with all final quantities.

CONTRACTOR: Restoration Dredging, Inc.

By *William M. Walker III* Date *Dec 10, 2008*

ANDERSON ECKSTEIN & WESTRICK  
 51301 SCHOENHERR ROAD  
 SHELBY TOWNSHIP, MICHIGAN 48315  
 CHANGE ORDER NO. 1 (BALANCING)

CONTRACTOR: Restoration Dredging, Inc.  
 Address: 837 Foxhall Rd., Bloomfield Hills, MI. 48304  
 OWNER: City of Novi  
 Address: 45175 W. Ten Mile Rd., Novi, MI. 48375

AEW PROJECT NO. 822-005 DATE: 12/4/2008  
 Name and Location : Meadowbrook Lake Streambank Stabili  
 CONTRACT DATE: 6/18/2007  
 ORIGINAL CONTRACT AMOUNT: \$113,379.00  
 REVISED CONTRACT AMOUNT: \$101,716.96  
 (incl. this chg. order)

ITEM OF WORK	Unit Used	Estimated Quantities	Unit Price	Amount Increase	Amount Decrease
Bonds, Insurance & Set-Up Expense (Max. 3%)	LS	0.00	1,900.00	0.00	0.00
Audio-Visual Record of Construction Site	LS	0.00	1,238.00	0.00	0.00
1' Thick Crushed Concrete Access Drive	EA	(1.00)	2,222.00	0.00	(2,222.00)
Construction Fencing	LF	(167.00)	1.13	0.00	(188.71)
Station Clearing	STA	0.00	675.00	0.00	0.00
Rip Rap, Heavy	CY	0.00	137.40	0.00	0.00
Wetland Scrub/Shrub Plantings	EA	0.00	2.00	0.00	0.00
Restoration	LS	0.00	14,105.00	0.00	0.00
Soil Erosion and Sedimentation Control	LS	0.00	786.00	0.00	0.00
Crew Days	DAY	(2.00)	592.00	0.00	(1,184.00)

**ALTERNATE**

Earth Excavation	CY	(98.20)	24.81	0.00	(2,436.34)
Erosion Control Blanket (C125BN)	SY	(439.60)	3.03	0.00	(1,331.99)
Wetland Scrub/Shrub Plantings	EA	0.00	2.00	0.00	0.00
Rip Rap, Heavy	CY	1.00	141.00	141.00	0.00
Wetland Seed Mix	AC	0.00	3,630.00	0.00	0.00
Upland Prairie/Grass Slope Stabilization Seed Mix	AC	0.00	724.00	0.00	0.00
Crew Days	DAY	(7.50)	592.00	0.00	(4,440.00)

RECOMMENDED CHANGES AND EXTRAS, UP TO, AND INCLUDING THIS RECOMMENDATION ARE EQUAL TO A NET DECREASE OF 10.29% OF THE CONTRACT PRICE.	Totals	\$141.00	(\$11,803.04)
	Net Decrease	(\$11,662.04)	\$0.00

Accepted: CITY OF NOVI

OWNER

By [Signature]  
 AUTHORIZED REPRESENTATIVE

1/13/09  
 DATE

Accepted: RESTORATION DREDGING INC.

CONTRACTOR

By William W. Walker III  
 AUTHORIZED REPRESENTATIVE

Dec. 10, 2008  
 DATE

Anderson, Eckstein & Westrick, Inc.

Approved [Signature]  
12/15/08  
 DATE

SWORN STATEMENT

State of Michigan

County of: OAKLAND

Date: Dec. 11, 2008

WILLIAM M. WALKER III (deponent) being duly sworn deposes and says:

1. That RESTORATION BREWING, INC. is the Contractor for an improvement to the property described on the following page.

2. That the following is a statement of each subcontractor and supplier with whom the Contractor has contracted for performance under the contract with the Owner or Lessee of the property, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor or Supplier

Amount Currently Owing

NORTHVILLE SUPPLY YARD

0

CONSTRUCTION VIDEO MEDIA, INC.

0

The contracts or subcontracts cited herein are for improvement to the following described real property situated in Oakland County, Michigan, described as:

(Insert legal description of property) \_\_\_\_\_

Commonly known as:

MEADOWBROOK LAKE STREAMBANK STABILIZATION

AEW PROJECT NO. 822-005

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 his 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 of the Construction Lien Act, Act No. 497 of the Public Acts of 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 provide 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.

Dated: Dec. 11, 2008

Wil D. Wells III

Signature of Deponent TREASURER  
RESTORATION AERBING, INC.

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: DEC. 11, 2008 in OAKLAND County, Michigan

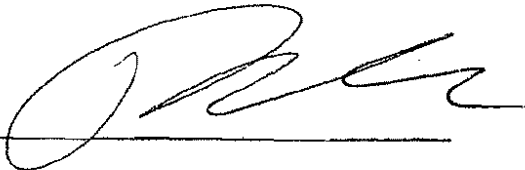
My commission expires: NOV. 11, 2013

Signature: \_\_\_\_\_

GREGORY GAMACHE  
NOTARY PUBLIC - MICHIGAN  
SAGINAW COUNTY  
ACTING IN THE COUNTY OF OAKLAND  
MY COMMISSION EXPIRES NOV. 11, 2013

**FULL UNCONDITIONAL WAIVER**

Our contract with Restoration Dredging, Inc. to provide construction materials and loading and trucking services for the improvement of property described as Meadowbrook Lake Streambank Stabilization Project having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

Signed: 

Title: owner

Roy Hacker, Owner  
Northville Supply Yard  
7868 Chubb Road  
Northville, MI 48167

per Bill  
Walker,  
Owner  
1-13-09

Signed on: 11-26-08  
(date)

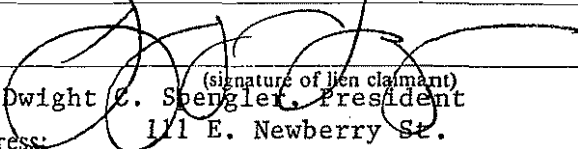


My/our contract with Restoration Dredging, Inc.  
(other contracting party)  
to provide video documentation services for the improvement  
of the property described as: Cit of Novi - Meadowbrook Lake Streambank Stabilization

(use attachment if needed)

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

CONSTRUCTION VIDEO MEDIA, INC.

  
(signature of lien claimant)  
Dwight C. Spengler, President  
Address: 111 E. Newberry St.

Signed on: 11/25/08  
(date)

Romeo, MI 48065

Telephone: 586-752-2580

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**INSTRUCTIONS**

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.



**AIA**<sup>®</sup>

# Document G707™ – 1994

## Consent of Surety to Final Payment

**PROJECT:** *(Name and address)*

Meadowbrook Lake Stream Bank  
Novi, Michigan

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** Meadowbrook Lake Stream Bank  
Stabilization

OWNER

ARCHITECT

CONTRACTOR

**TO OWNER:** *(Name and address)*

City of Novi  
45175 West 10 Mile Road  
Novi, Michigan 48375

**CONTRACT DATED:** May 23, 2007

SURETY

OTHER

Bond No. SSB 374459

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

RLI Insurance Company  
9150 South Hills Boulevard, Suite 290  
Broadview Heights, Ohio 44147

on bond of

*(Insert name and address of Contractor)*

Restoration Dredging, Inc.  
837 Foxhall Road  
Bloomfield Hills, Michigan 48304-1919

SURETY,

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety of any of its obligations to

*(Insert name and address of Owner)*

City of Novi  
45175 West 10 Mile Road  
Novi, Michigan 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 2, 2008

*(Insert in writing the month followed by the numeric date and year.)*

RLI Insurance Company

*(Surety)*

  
*(Signature of authorized representative)*

JoAnn Bayne, Attorney-in-Fact

*(Printed name and title)*

Attest:  
(Seal):

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



RLI Surety  
 9025 N. Lindbergh Dr. Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)683-1610

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Dennis E. Scully, Kimberly A. Collier, Carl VandenBosch, JoAnn Bayne, jointly or severally.

in the City of Grand Rapids, State of Michigan its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 21st day of June, 2007.

State of Illinois }  
 County of Peoria } SS



**RLI Insurance Company**

By: Roy C. Die Vice President

**CERTIFICATE**

On this 21st day of June, 2007, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 2nd day of December, 2008.

By: Cherie L. Montgomery  
 Cherie L. Montgomery Notary Public

**RLI Insurance Company**

By: Roy C. Die Vice President

