



CITY of NOVI CITY COUNCIL

Agenda Item C
February 17, 2009

SUBJECT: Approval of the final payment to Cadillac Asphalt, LLC for the Beck Road Improvement project (Ten Mile to Providence Parkway) in the amount of \$23,197.40.

SUBMITTING DEPARTMENT: Engineering *RMA*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The city's consulting engineer for this project (URS Corporation) administered the construction contract for the improvement of Beck Road between Ten Mile Road and Providence Parkway in 2007 (labeled as Projects 2 and 3 on the attached map). The project's scope included discrete repairs to the roadway's base, pavement milling, and base/wearing course re-paving over 1.24 miles of Beck Road. Final punchlist items were corrected in 2008.

URS has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Cadillac Asphalt, LLC (URS's January 12, 2009 Final Pay Estimate No. 4, attached).

All work performed by Cadillac is in substantial compliance with the plans and specifications, and final payment in the amount of \$23,197.40 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's January 20, 2009 letter, attached), with the exception of three minor administrative items that have since been addressed by the contractor.

The original contract was approved at the August 27, 2007 City Council meeting in the amount of \$452,678.00. The final payment brings the total in construction expenditures on this project to \$385,635.40. Based on actual field conditions, final quantities of some items of work were less than estimated resulting in a cost savings.

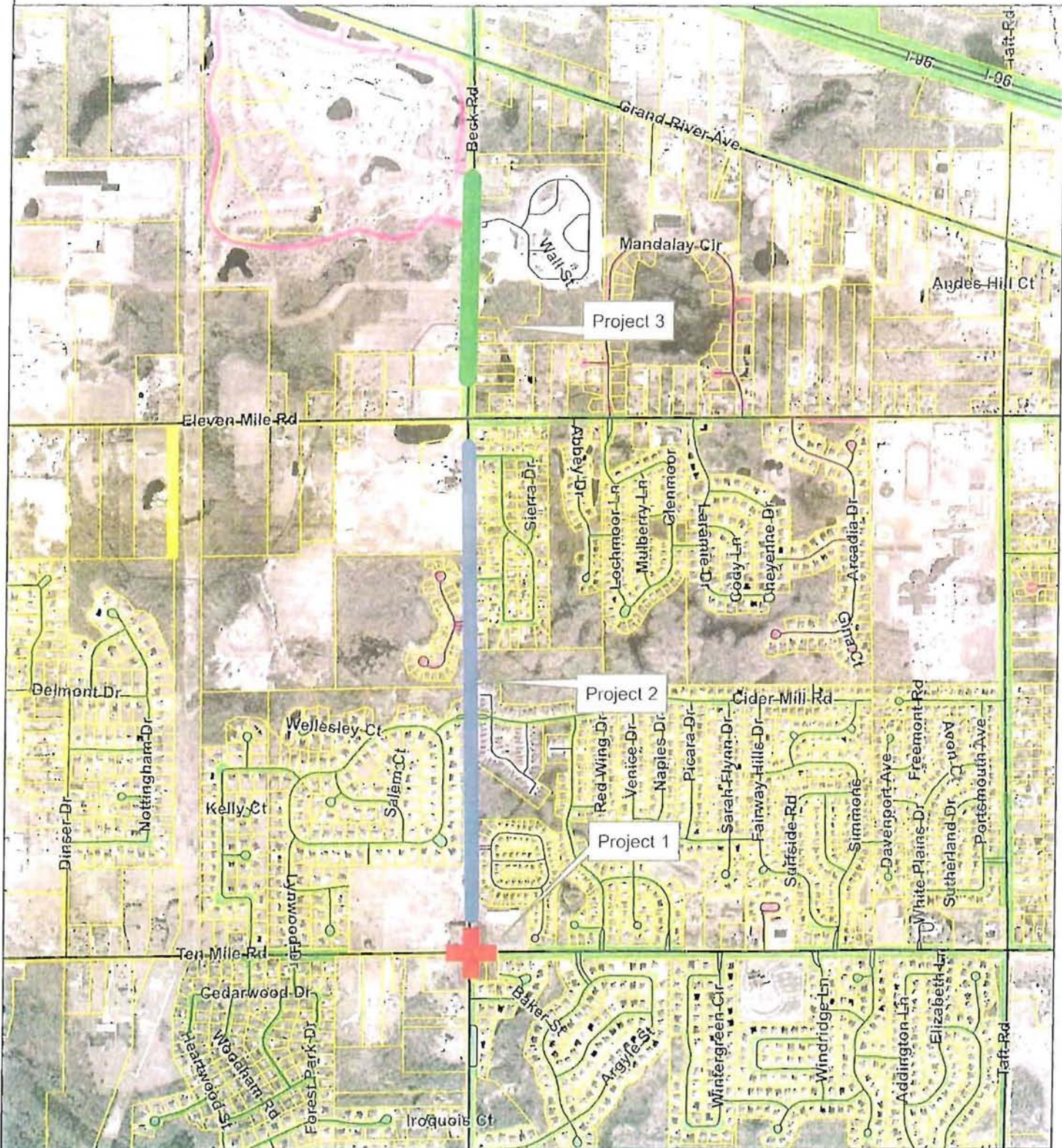
RECOMMENDED ACTION: Approval of the final payment to Cadillac Asphalt, LLC for the Beck Road Improvement project (Ten Mile to Providence Parkway) in the amount of \$23,197.40.

	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				

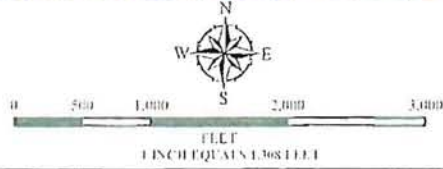
Project Location Map

Beck Road Improvements



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CITY OF NOVI
ENGINEERING DIVISION
 15175 W. TEN MILE ROAD
 NOVI, MI 48375
 (248) 347-9154
 WWW.CITNOVI.MI.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.



January 20, 2009

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
bkudla@secretwardle.com

Aaron Staup, Construction Engineering Coordinator
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

**Re: Beck Road Improvement Project (10 Mile to Providence)
Cadillac Asphalt, LLC. – Closing Documents
Our File No. 55142 NOV**

Dear Mr. Staup:

We have received and reviewed the following closing documents you have provided for the Beck Road Improvement Project Contract:

- Final Pay Estimate No. 4
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond

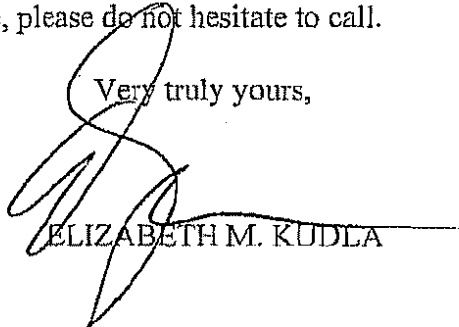
We note that the City Engineer has reviewed and approved of the accuracy of Final Pay Estimate No. 4. The documents appear generally in order with the following minor exceptions:

1. A sworn statement and waiver of lien should be provided by Cadillac Asphalt.
2. The names of the signatories of the waivers of lien should be printed below their signatures.
3. Though potential lien amount appears to be small (\$25.66), it is unclear that an assistant to the President would have the authority to waive construction lien rights. The City may wish to consider requiring a signature by the company president or other executive of Metro Sweep on the waiver of lien.

Aaron Staup, Construction Engineering Coordinator
January 20, 2009
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,



ELIZABETH M. KUDLA

EMK

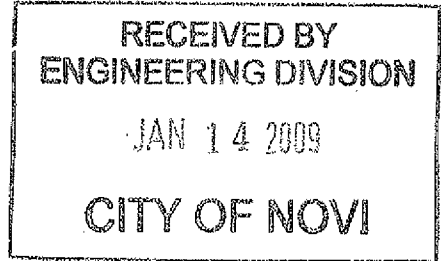
cc: Clay Pearson, City Manager
Kathy Smith-Roy, Finance Director
Suzanne Moreno, Finance Department
Thomas R. Schultz, Esquire

C:\NrPortbl\manage\BKUDLAM\180984_1.DOC



January 12, 2009

Mr. Rob Hayes, PE – City Engineer
City of Novi
Engineering Department
45175 W. Ten Mile Road
Novi, MI 48375-3024



Reference: Pay Estimate #4 (Final Estimate)
Beck Road Improvements Project
City of Novi Contract Number 072-236

Dear Mr. Hayes:

Attached is Pay Estimate #4 for the Beck Road Improvements Project. This is the final estimate for the project. The reported earnings for this period are \$1,913.50. In addition, retainage in the amount of \$21,283.90 is being released due to project completion. This will reduce the retainage withheld to \$0.00.

Based on the current progress, we recommend payment to the contractor, Cadillac Asphalt, LLC for the amount of \$23,197.40.

Please call me at (248) 204-4923 if you have any questions or wish to discuss the project.

Sincerely,

URS, Inc.

Jason D. Fisher, P.E.
Construction Engineer

cc: Aaron Staup, City of Novi – Construction Coordinator



Construction Pay Estimate Report

URS Corporation

01/12/2009 5:50 PM

FieldManager 4.3a

Contract: _072-236, Beck Road Improvements Project

Estimate Date	Estimate No.	Estimate Type	Electronic File Created	All Contract Work Completed	Constructor Started Date
01/12/2009	4	Final	No	11/16/2007	09/26/2007
Prime Contractor Cadillac Asphalt, LLC.			Managing Office URS Corporation		

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
HMA, 2C	5020030	0017	09	1	0085	00	000	21.500	\$1,913.50
Total Estimated Item Payment:									\$1,913.50

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Working Days	0	\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
09, Beck Road Improvement	0004	\$1,913.50	\$0.00	\$1,913.50
Voucher Total:				\$1,913.50

Summary

Current Voucher Total:	\$1,913.50	Earnings to date:	\$385,635.29
-Current Retainage:	(\$21,283.90)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$23,197.40	Net Earnings to date:	\$385,635.29
		- Payments to date:	\$362,437.89
		Net Earnings this period:	\$23,197.40



URS Corporation

Construction Pay Estimate Report

01/12/2009 5:50 PM

FieldManager 4.3a

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.

Jason Eisher, PE (Project Engineer) and/or

1/12/09

(Date)

Rob Hayes, PE (Delivery/Resident Engineer)

1/20/09

(Date)

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: Beck Road Improvements, Project #072-236 - URS Project #1294062
(name, address)

TO (Owner)
City of Novi

Engineering Division
45175 W. Ten Mile Road, Novi, MI 48375

CONTRACT FOR:
\$452,678.00

CONTRACTOR:
Cadillac Asphalt, L.L.C.

CONTRACT DATE:
September 6, 2007

2575 Haggerty Road, Suite 100, Canton, MI 48188

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Co.)

Western Surety Company

27555 Executive Drive, Suite 350, Farmington Hills, MI
48331-3543

_____, SURETY COMPANY,

on bond of (here insert name and address of Contractor) Cadillac Asphalt, L.L.C.

2575 Haggerty Road, Suite 100, Canton, MI 48188

_____, 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

Engineering Division
45175 W. Ten Mile Road, Novi, MI 48375

_____, OWNER,

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

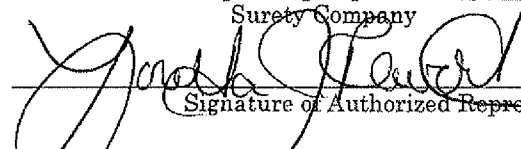
IN WITNESS WHEREOF, Western Surety Company

the Surety Company has hereunto set its hand this 5th day of December 2008

ATTEST:
(SEAL)

Western Surety Company

Surety Company



Signature of Authorized Representative

Beretta J. Ravert

Title

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 Sr, David M Underwood, Bonnie J Davies, 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 Senior Vice President and its corporate seal to be hereto affixed on this 30th day of July, 2008.



WESTERN SURETY COMPANY

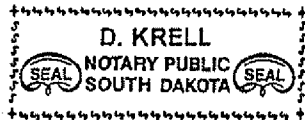
Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of July, 2008, before me personally came Paul T. Brufat, 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 Senior 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

November 30, 2012



D. Krell, 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 5th day of December, 2008.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

JOB# 493143

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by CADILLAC ASPHALT L.L.C
51777 W 12 Mile Rd Wixom, Mi 48393

to furnish labor and materials for Asphalt Paving Work

work, under a contract Summit Transport

for the improvement of the premises described as
Beck Road Project #072-238

in the City of Novi, County of Oakland

State of Michigan, of which, City of Novi

is the owner.

NOW, THEREFORE, THIS 5 day of December 2008

for and in consideration of the sum of \$ 2,950.61 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to an on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

Marilyn A. Keating
(Signature)

TITLE: President

12/05/2008 FRI 11:15 FAX --- GM SONS

002/003

JOB# 493143

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by CADILLAC ASPHALT L.L.C
51777 W 12 Mile Rd Wixom, Mi 48393

to furnish labor and materials for Asphalt Paving Work

work, under a contract GM & Sons

for the improvement of the premises described as Beck Road Project #072-236

in the City of Novi, County of Oakland

State of Michigan, of which, City of Novi

is the owner.

NOW, THEREFORE, THIS 5 day of December, 2008

for and in consideration of the sum of \$ 773,76 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to an on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.


(Signature)

TITLE: Karl Schweitzer, Manager

JOB# 493143

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by CADILLAC ASPHALT L.L.C
51777 W 12 Mile Rd Wixom, Mi 48393

to furnish labor and materials for Asphalt Paving Work

work, under a contract L & L Construction

for the improvement of the premises described as
Beck Road Project #072-238

In the City of Novi, County of Oakland

State of Michigan, of which, City of Novi

is the owner.

NOW, THEREFORE, THIS 5 day of December 2008

for and in consideration of the sum of \$ 808.84
Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned,
the undersigned does hereby waive and release any lien rights to, or claim of lien with respect
to an on said above described premises, and the improvements thereon, and on the monies or other
considerations due or to become due from the owner, on account of labor services, material, fixtures,
apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the
above-described premises by virtue of said contract.

Emily Hannasch
(Signature)

TITLE: Office Mng.

JOB# 493143

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by CADILLAC ASPHALT L.L.C
51777 W 12 Mile Rd Wixom, Mi 48393

to furnish labor and materials for Asphalt Paving Work

work, under a contract PK Contracting

for the improvement of the premises described as Beck Road Project #072-236

in the City of Novi, County of Oakland
State of Michigan, of which, City of Novi
is the owner.

NOW, THEREFORE, THIS 5 day of December 2008

for and in consideration of the sum of \$ 207.92
Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned,
the undersigned does hereby waive and release any lien rights to, or claim of lien with respect
to an on said above described premises, and the improvements thereon, and on the monies or other
considerations due or to become due from the owner, on account of labor services, material, fixtures,
apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the
above-described premises by virtue of said contract.

Stanley Belton
(Signature)

TITLE: Agent

JOB# 483143

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by CADILLAC ASPHALT L.L.C
51777 W 12 Mile Rd Wixom, Mi 48393

to furnish labor and materials for Asphalt Paving Work

work, under a contract Metyra Sweep

for the improvement of the premises described as
Beck Road Project #072-236

in the City of Novi, County of Oakland

State of Michigan, of which, City of Novi

is the owner.

NOW, THEREFORE, THIS 5 day of December 2008

for and in consideration of the sum of \$ 25.65
Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned,
the undersigned does hereby waive and release any lien rights to, or claim of lien with respect
to an on said above described premises, and the improvements thereon, and on the monies or other
considerations due or to become due from the owner, on account of labor services, material, fixtures,
apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the
above-described premises by virtue of said contract.

Margaret Marchand
(Signature)

TITLE: *Asst. to President*

51777 W 12 MILE Rd
Wixom, Mi 48393
Phone 248-349-8600
Fax 248-347-2589
Direct 248-380-3650
Mobile 248-388-7074



Fax

To: <u>ARON STAUD</u>	From: <u>Dale R. Mc-Intyre</u>
Fax: <u>248-735-5683</u>	Pages: (Including Cover) <u>4</u>
Phone:	Date: <u>1-30-09</u>
Re: <u>BECK ROAD</u>	CC:

Urgent For Review Please Comment Please Reply Please Recycle

PER YOUR REQUEST

FINAL WAIVER

SWORN STATEMENT

BECK ROAD IMPROVEMENTS

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by CADILLAC ASPHALT L.L.C
51777 W 12 Mile Rd Wixom, Mi 48393

to furnish labor and materials for Asphalt Paving Work

work, under a contract City of Novi

for the improvement of the premises described as Beck Road Improvements


in the City of Novi, County of Oakland

State of Michigan, of which, City of Novi

is the owner.

NOW, THEREFORE, THIS 30 day of January, 2009

for and in consideration of the sum of \$452,768.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to an on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.


(Signature)
DALE R. MCINTYRE

TITLE: AREA MANAGER

1

SWORN STATEMENT

State of Michigan

County of Oakland } §Dale R. Mc Intyre, being duly sworn, states the following:Cadillac Asphalt LLC

is the (contractor)(subcontractor) for an improvement to the following real property in Oakland County, Michigan,
described as follows: Beck Road Improvements

The following is a statement of each subcontractor, supplier and laborer, for whom 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 or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
Summit	Removals	\$60,649.80	\$60,649.80	\$0.00			
GM & Sons	Concrete	15,064.10	15,064.10	0.00			
L & L	Mill	9,528.51	9,528.51	0.00			
Metro Sweep	Rest	1,269.67	1,269.67	0.00			
State	Barricades	2,597.78	2,597.78	0.00			
PK	Paint	10,293.40	10,293.40	0.00			
Totals		99,403.26	99,403.26	0.00	0.00	0.00	0.00

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.*

I make this statement as the (contractor)(subcontractor) or as area manager of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE 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 UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Dale R. McIntyre

Dependent Printed Name

Dale R. McIntyre

Dependent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

30 day of January, 2009

James M. Blum

Notary Public, Wayne County, Michigan

My Commission Expires:

February 12th 2009

*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.