



CITY of NOVI CITY COUNCIL

**Agenda Item F
June 4, 2012**

SUBJECT: Approval of the final payment to C & L Enterprizes, Inc. for the 2010 Pathway Gap project, in the amount of \$9,340.19.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$3,829.48 (Ten Mile Segments 71 and 140) \$1,214.22 (Ten Mile/Nilan Crossing) <u>\$4,296.49 (Willowbrook Segment 139)</u> \$9,340.19 TOTAL
AMOUNT BUDGETED	\$2,100 (Ten Mile Segments 71 and 140) \$0 (Ten Mile/Nilan Crossing) <u>\$4,500 (Willowbrook Segment 139)</u> \$6,600 TOTAL
LINE ITEM NUMBER	204-204.00-974.413 (Ten Mile Segments 71 and 140) 204-204.00-974.414 (Ten Mile/Nilan Crossing) 204-204.00-974.415 (Willowbrook Segment 139)

BACKGROUND INFORMATION:

The purpose of this project was to construct pathways to close three higher priority gaps, as rated in the City of Novi's Non-Motorized Master Plan. The first segment is located on the north side of Ten Mile Road, between Hampton Hill Road and Myrtle Court. The second segment is a sidewalk crossing improvement at Ten Mile Road and Nilan Drive. The third segment includes sidewalk improvements adjacent to Village Oaks Elementary School on the east side of Willowbrook Drive, between Oak Tree and Guilford Roads, to improve safety for children walking to and from school. The construction contract was awarded to C & L Enterprizes, Inc. at the May 17, 2010 City Council meeting in the amount of \$110,242.26.

The design plans were developed by the City's engineering consultant, Spalding DeDecker & Associates, Inc. The construction contract was administered solely by City of Novi Engineering staff, in conjunction with inspection/surveying services provided by the City of Farmington Hills' in-house staff. Both of these efforts saved the City approximately \$7,200 in consulting engineering costs.

Engineering staff reviewed and verified the final contract payment amount of \$9,340.19 that is due to the contractor, C&L Enterprizes, Inc. (Final Pay Estimate No. 3, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Saarela's May 17, 2012 letter, attached).

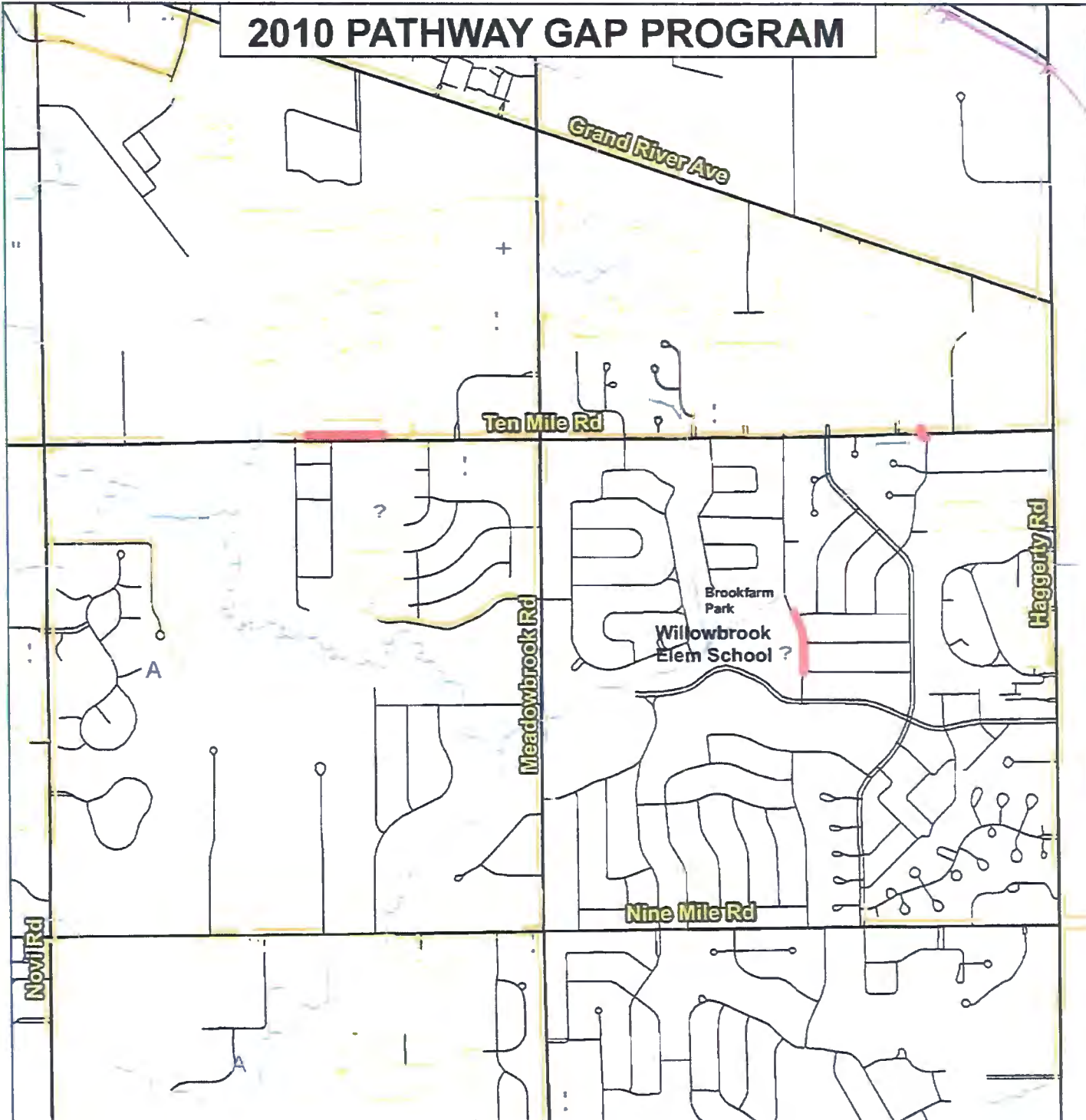
There was one approved change order resulting in a net decrease of \$33,183.60 to the construction contract. This change order was primarily to balance quantities originally estimated. The approved change order resulted in a final contract price of \$77,057.66.

RECOMMENDED ACTION: Approval of the final payment to C & L Enterprizes, Inc. for the 2010 Pathway Gap project, in the amount of \$9,340.19.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

2010 PATHWAY GAP PROGRAM



Map Legend

Existing Pathways

Proposed Pathways



1 inch = 1,500 feet



City of Novi
Department Division
Department Name
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Ben Croy
Date: 5/12/10
Project: 2010 Pathway Gap Program
Version 1.0

Amended By: Place Name Here
Date: Enter Date
Department: Place here

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute 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.

JOHNSON | ROSATI | SCHULTZ | JOPPICH

A Professional Corporation

34405 W. Twelve Mile Road Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 / Fax: 248.489.1726

www.johnsonrosati.com

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

May 17, 2012

Suzanne Moreno
CITY OF NOVI
Finance Department
45175 W. Ten Mile Road
Novi, MI 48375

**RE: 2010 Pathway Gap – Closing Documents
*C & L Enterprizes, Inc.***

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the 2010 Pathway Gap Project:

1. Application for Final Payment
2. Maintenance and Guarantee Bond
3. Waivers of Lien
4. Contractor's Sworn Statement
5. Change Order No. 1
6. Final Balancing Change Order
7. Consent of Surety

Subject to approval of the Application for Final Payment by City Staff, the closing documents appear to be in order.

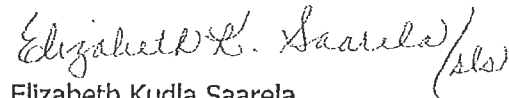
It is our understanding that C & L Enterprizes, Inc. will provide its Full Unconditional Waiver of Lien at the time it picks up the final payment.

Suzanne Moreno, Finance Department
May 17, 2012
Page 2

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

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


Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Kathy Smith-Roy, Finance Director (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

26300 Delwal Drive
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2010 Pathway Gap Program **NOVI PROJECT NO.:** 09-5004 **PAYMENT NO.:** FINAL

OWNER: City of Novi **ENGINEER:** Spalding DeDecker & Associates, Inc. **CONTRACTOR:** C & L Enterprizes, Inc.
 45175 W. Ten Mile Road 905 South Boulevard East 11085 Lisa Lane
 Novi, Michigan 48375 Rochester Hills, Michigan 48307 Shelby Township, Michigan 48316

CONTRACT AMOUNT **COMPLETION DATE** **DATES OF ESTIMATE**

ORIGINAL: \$ 110,241.26 **ORIGINAL:** October 11, 2010 **FROM:** October 12, 2010

REVISED: \$ 77,057.66 **REVISED:** **TO:** January 23, 2012

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
10 Mile Road Between Myrtle Court and Hampton Hill														
1	Bonds, Insurance & Initial Set-Up	LS	1.0	\$ 1,000.00	\$ 1,000.00	1.0	\$ 1,000.00	\$ 1,000.00				1.0	\$ 1,000.00	100%
2	Permit Allowance	N/A	1.0	\$ 2,407.76	\$ 2,407.76	1.0	\$ 2,407.76	\$ 2,407.76				1.0	\$ 2,407.76	100%
3	Pre-Construction - Audio/Visual	LS	1.0	\$ 800.00	\$ 800.00	1.0	\$ 800.00	\$ 800.00				1.0	\$ 800.00	100%
4	Soil Erosion Control Measures	LS	1.0	\$ 500.00	\$ 500.00	1.0	\$ 500.00	\$ 500.00				1.0	\$ 500.00	100%
5	Temp.Traffic Control Devices	LS	1.0	\$ 750.00	\$ 750.00	1.0	\$ 750.00	\$ 750.00				1.0	\$ 750.00	100%
6	Clearing and Grubbing	STA	8.2	\$ 125.00	\$ 1,025.00	8.2	\$ 125.00	\$ 1,025.00				8.2	\$ 1,025.00	100%
7	Remove Tree (8"-18")	EA	12.0	\$ 200.00	\$ 2,400.00	8.0	\$ 200.00	\$ 1,600.00				8.0	\$ 1,600.00	100%
8	Remove Culvert	LF	8.0	\$ 5.00	\$ 40.00	8.0	\$ 5.00	\$ 40.00				8.0	\$ 40.00	100%
9	Remove Sidewalk	SF	280.0	\$ 0.50	\$ 140.00	280.0	\$ 0.50	\$ 140.00				280.0	\$ 140.00	100%
10	Pathway Grading	STA	8.2	\$ 250.00	\$ 2,050.00	8.2	\$ 250.00	\$ 2,050.00				8.2	\$ 2,050.00	100%
11	Undercut Excavation (as needed)	CY	178.0	\$ 5.00	\$ 890.00	0						0.0		
12	Embankment (CIP)	CY	250.0	\$ 10.00	\$ 2,500.00	0						0.0		
13	15" RCP Class IV	LF	8.0	\$ 30.00	\$ 240.00	8.0	\$ 30.00	\$ 240.00				8.0	\$ 240.00	100%
14	15" RCP End Section	EA	1.0	\$ 150.00	\$ 150.00	1.0	\$ 150.00	\$ 150.00				1.0	\$ 150.00	100%
15	Adjust Structure, complete	EA	4.0	\$ 100.00	\$ 400.00	2.0	\$ 100.00	\$ 200.00				2.0	\$ 200.00	100%
16	Aggregate Base, 6" Limestone	SY	545.0	\$ 7.00	\$ 3,815.00	0						0.0		
17	4" Concrete Sidewalk	SF	3981.0	\$ 2.60	\$ 10,350.60	4025.0	\$ 2.60	\$ 10,465.00				4025.0	\$ 10,465.00	100%
18	ADA Ramp - 6" Concrete	SF	110.0	\$ 2.80	\$ 308.00	141.0	\$ 2.80	\$ 394.80				141.0	\$ 394.80	100%
19	ADA Detectable Warning Plate	SF	40.0	\$ 20.00	\$ 800.00	40.0	\$ 20.00	\$ 800.00				40.0	\$ 800.00	100%
20	Wooden Pedestrian Railing	LF	24.0	\$ 20.00	\$ 480.00	0						0.0		
21	3' Topsoil, Seeding and Mulching	SY	1794.0	\$ 2.25	\$ 4,036.50	2460.0	\$ 2.25	\$ 5,535.00				2460.0	\$ 5,535.00	100%
22	Mulch Blanket	SY	1000.0	\$ 0.50	\$ 500.00	2971.0	\$ 0.50	\$ 1,485.50				2971.0	\$ 1,485.50	100%
23	Pavement Marking Overlay	LF	100.0	\$ 8.00	\$ 800.00	0						0.0		
24	Crew Days	DAY	4.0			4.0						4.0		
TOTAL THIS SHEET				\$	36,382.86	\$	29,583.06	\$	-	\$	29,583.06	100%		



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: 2010 Pathway Gap Program

NOVI PROJECT NO.: 09-5004

PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
Willowbrook Road Between Guilford and Oak Tree														
25	Bonds, Insurance & Initial Set-Up	LS	1.0	\$ 1,000.00	\$ 1,000.00	1.0	\$ 1,000.00	\$ 1,000.00				1.0	\$ 1,000.00	100%
26	Audio/Visual DVD Coverage	LS	1.0	\$ 1,200.00	\$ 1,200.00	1.0	\$ 1,200.00	\$ 1,200.00				1.0	\$ 1,200.00	100%
27	Soil Erosion Control Measures	LS	1.0	\$ 800.00	\$ 800.00	0.5	\$ 800.00	\$ 400.00				0.5	\$ 400.00	100%
28	Temp. Traffic Control Devices	LS	1.0	\$ 1,200.00	\$ 1,200.00	1.0	\$ 1,200.00	\$ 1,200.00				1.0	\$ 1,200.00	100%
29	Clearing and Grubbing	STA	6.0	\$ 150.00	\$ 900.00	3.0	\$ 150.00	\$ 450.00				3.0	\$ 450.00	100%
30	Remove Tree (8"-18")	EA	1.0	\$ 200.00	\$ 200.00	0						0.0		
31	Remove Culvert	LF	41.0	\$ 5.00	\$ 205.00	48.0	\$ 5.00	\$ 240.00				48.0	\$ 240.00	100%
32	Pathway Grading	STA	6.0	\$ 250.00	\$ 1,500.00	6.0	\$ 250.00	\$ 1,500.00				6.0	\$ 1,500.00	100%
33	Embankment (CIP)	CY	95.0	\$ 10.00	\$ 950.00	0						0.0		
34	Relocate Sprinkler Head, w/ Pipe	EA	6.0	\$ 20.00	\$ 120.00	1.0	\$ 20.00	\$ 20.00				1.0	\$ 20.00	100%
35	Regrade Ditch	LF	350.0	\$ 5.00	\$ 1,750.00	225.0	\$ 5.00	\$ 1,125.00				225.0	\$ 1,125.00	100%
36	Connect Ex. Sump Lead to Storm	EA	1.0	\$ 300.00	\$ 300.00	1.0	\$ 300.00	\$ 300.00				1.0	\$ 300.00	100%
37	Connect Ex. 4" to 2' Dia. CB	EA	1.0	\$ 200.00	\$ 200.00	1.0	\$ 200.00	\$ 200.00				1.0	\$ 200.00	100%
38	12" RCP Class IV	LF	114.0	\$ 30.00	\$ 3,420.00	109.0	\$ 30.00	\$ 3,270.00				109.0	\$ 3,270.00	100%
39	2' Dia. Drainage Structure	EA	2.0	\$ 1,000.00	\$ 2,000.00	2.0	\$ 1,000.00	\$ 2,000.00				2.0	\$ 2,000.00	100%
40	4' Dia. Drainage Structure	EA	3.0	\$ 1,800.00	\$ 5,400.00	4.0	\$ 1,800.00	\$ 7,200.00				4.0	\$ 7,200.00	100%
41	Adjust Structure, complete	EA	4.0	\$ 100.00	\$ 400.00	5.0	\$ 100.00	\$ 500.00				5.0	\$ 500.00	100%
42	Aggregate Base - 6" Limestone	SY	924.0	\$ 7.00	\$ 6,468.00	402.0	\$ 7.00	\$ 2,814.00				402.0	\$ 2,814.00	100%
43	4" Concrete Sidewalk	SF	7040.0	\$ 2.60	\$ 18,304.00	2600.0	\$ 2.60	\$ 6,760.00				2600.0	\$ 6,760.00	100%
44	ADA Ramp - 6" Concrete	SF	522.0	\$ 2.80	\$ 1,461.60	364.0	\$ 2.80	\$ 1,019.20				364.0	\$ 1,019.20	100%
45	ADA Detectable Warning Plate	SF	160.0	\$ 20.00	\$ 3,200.00	80.0	\$ 20.00	\$ 1,600.00				80.0	\$ 1,600.00	100%
46	ADA Detectable Warning, Retrofit	SF	160.0	\$ 15.00	\$ 2,400.00	0						0.0		
47	Tree Replacement	EA	1.0	\$ 300.00	\$ 300.00	0						0.0		
48	Shrubs - Remove & Relocate	EA	4.0	\$ 50.00	\$ 200.00	0						0.0		
49	Class "A" Sodding	SY	2061.0	\$ 3.00	\$ 6,183.00	188.0	\$ 3.00	\$ 564.00				188.0	\$ 564.00	100%
50	Pave. Marking Overlay 6"	LF	540.0	\$ 5.00	\$ 2,700.00	0						0.0		
51	Pave. Marking Overlay 12"	LF	540.0	\$ 5.00	\$ 2,700.00	0						0.0		
52	Pave. Marking Overlay 18" stopbar	LF	540.0	\$ 5.00	\$ 2,700.00	0						0.0		
53	Crew Days	DAY	6.0			6.0						6.0		

TOTAL FROM THIS SHEET	\$ 68,161.60	\$ 33,362.20	\$ -	\$ 33,362.20
TOTAL FROM OTHER SHEET	\$ 36,382.86	\$ 29,583.06	\$ -	\$ 29,583.06
SUBTOTAL	\$ 104,544.46	\$ 62,945.26	\$ -	\$ 62,945.26

100%



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: 2010 Pathway Gap Program

NOVI PROJECT NO.: 09-5004

PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Table with columns: Item No., Description of Item, Unit, CONTRACT ITEMS (Original) [Quantity, Cost/Unit, Total Amt], CONTRACT ITEMS (Revised) [Quantity, Cost/Unit, Total Amt], THIS PERIOD [Quantity, Amount, %], TOTAL TO DATE [Quantity, Amount, %]. Rows include items like 68-74 and extra work items.

Summary table with 5 columns: Description, \$, \$, \$, \$. Includes rows for TOTAL FROM THIS SHEET, TOTAL FROM OTHER SHEETS, SUBTOTAL, and a 100% completion status box.



CITY OF NOVI

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Novi, Michigan 48375
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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2010 Pathway Gap Program

NOVI PROJECT NO.: 09-5004

PAYMENT NO.: FINAL

Original Contract Amount:	\$	110,241.26
Change Orders:	\$	(33,183.60)
Adjusted Contract Amount to Date:	\$	77,057.66
Total Cost of Work Performed to Date:	\$	77,057.66
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 12 \$	-
	This Pay 12	
Net Amt. Earned of Contract and Extra Work to Date:	\$	77,057.66
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	77,057.66
MINUS Amount of Previous Payments:	\$	67,717.47
1 \$	30,560.36	
2 \$	37,157.11	
3 \$	-	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	
BALANCE DUE THIS PAYMENT:	\$	9,340.19

CHANGE ORDERS

No.	Date	Amount
1	November 10, 2010	\$ (33,183.60)

TOTAL: \$ (33,183.60)

Inspection "Crew Days" Allowed per Contract:	12
Inspection "Crew Days" Used to Date:	12
Inspection "Crew Days" Remaining:	0



CITY OF NOVI

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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2010 Pathway Gap Program

NOVI PROJECT NO.: 09-5004

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 liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); 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.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Handwritten signature of Aaron J. Staup]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated:

5/8/12

C & L Enterprizes, Inc.
Contractor Company

Date:

3-21-2012

Contractor Authorized Signature

By: Larry Forgione
Print Name

Spalding DeDecker & Associates, Inc.
Consultant Firm

Date:

N/A
Consultant Authorized Signature

By: N/A
Print Name

[Handwritten signature of Brian Coburn]

By: Brian Coburn, Senior Civil Engineer

Dated:

5/22/12



WORK CHANGE DIRECTIVE No. 1

Project: 2010 Pathway Gap Program

Owner: City of Novi
26300 Delwal Drive
Novi, Michigan 48375
(248) 735-5632

Engineer: Spalding DeDecker & Associates, Inc.
905 South Boulevard East
Rochester Hills, Michigan 48307
(248) 844-5400

Contractor: C & L Enterprizes, Inc.
11085 Lisa Lane
Shelby Township, Michigan 48316
(586) 992-9588

Drafted Date: November 3, 2010

Reasoning: Several depictions on the plans have conflicts with existing utilities or ones that have a different orientation than actually exists in the field. One such instance on Willowbrook, had proposed 2' inlets being constructed on top of the existing A/C water main. These two structures were deleted, but the City will have to pay for the structure materials and minimal effort to rework the existing grade/swales. A homeowner had installed a 12" N-12 culvert pipe to access the property at one time, but that was re-utilized to pick up existing rear-yard swale. The 10 Mile-Hampton Hill sewer extension needs a 4' structure since the deflection is greater than 15 degrees. RCOG approved the sketch. The Alternate to the contract, Fuerst Park Sidewalk Replacement has now been added.

Existing Contract Items

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
7	Remove Tree (8"-18")	EA	\$200.00	4		\$800.00
11	Undercut Excavation (as needed)	CY	\$5.00	178		\$890.00
12	Embankment (CIP)	CY	\$10.00	250		\$2,500.00
15	Adjust Structure, complete	EA	\$100.00	2		\$200.00
16	Aggregate Base, 6" Limestone	SY	\$7.00	545		\$3,815.00
17	4" Concrete Sidewalk	SF	\$2.60	44	\$114.40	
18	ADA Ramp - 6" Concrete	SF	\$2.80	31	\$86.80	
20	Wooden Pedestrian Railing	LF	\$20.00	24		\$480.00
21	3" Topsoil, Seeding and Mulching	SY	\$2.25	666	\$1,498.50	
22	Erosion Control Mulch Blanket	SY	\$0.50	1971	\$985.50	
23	Pavement Marking Overlay	LF	\$8.00	100		\$800.00
27	Soil Erosion Control Measures	LS	\$800.00	0.5		\$400.00
29	Clearing and Grubbing	STA	\$150.00	3		\$450.00
30	Remove Tree (8"-18")	EA	\$200.00	1		\$200.00
31	Remove Culvert	LF	\$5.00	7	\$35.00	
33	Embankment (CIP)	CY	\$10.00	95		\$950.00
34	Relocate Sprinkler Head w/Pipe	EA	\$20.00	5		\$100.00

35	Regrade Ditch	LF	\$5.00	125		\$625.00
38	12" RCP Class IV Pipe	LF	\$30.00	5		\$150.00
40	4' Dia. Drainage Structure	EA	\$1,800.00	1	\$1,800.00	
41	Adjust Structure, complete	EA	\$100.00	1	\$100.00	
42	Aggregate Base, 6" Limestone	SY	\$7.00	522		\$3,654.00
43	4" Concrete Sidewalk	SF	\$2.60	4440		\$11,544.00
44	ADA Ramp - 6" Concrete	SF	\$2.80	158		\$442.40
45	ADA Detectable Warning Plate	SF	\$20.00	80		\$1,600.00
46	ADA Detectable Warning, Retrofit	SF	\$15.00	160		\$2,400.00
47	Tree Replacement	EA	\$300.00	1		\$300.00
48	Shrubs - Remove & Relocate	EA	\$50.00	4		\$200.00
49	Class "A" Sodding	SY	\$3.00	1873		\$5,619.00
50	Pavement Marking Overlay 6"	LF	\$5.00	540		\$2,700.00
51	Pavement Marking Overlay 12"	LF	\$5.00	540		\$2,700.00
52	Pave. Marking Overlay 18" Stop Bar	LF	\$5.00	540		\$2,700.00
58	Clearing and Grubbing	STA	\$150.00	1.1		\$165.00
61	Aggregate Base, 6" Limestone	SY	\$7.00	72		\$504.00
62	4" Concrete Sidewalk	SF	\$2.60	40		\$104.00
63	ADA Ramp - 6" Concrete	SF	\$2.80	59.5	\$166.60	
66	Pavement Marking Overlay 6"	LF	\$5.00	140		\$700.00
					Subtotals	\$4,786.80 \$47,692.40
					Total	-\$42,905.60

Page 1 of 2

New Contract Items

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
68	12" RCP End Section	EA	\$150.00	1	\$150.00	
69	12" Plastic End Section for N-12 Pipe	EA	\$50.00	1	\$50.00	
70	Stump Removal	EA	\$125.00	8	\$1,000.00	
71	Re-Mobilization for 10 Mile/Hampton	LS	\$250.00	1	\$250.00	
72	4' Dia. Catch Basin Retrofit	EA	\$1,800.00	1	\$1,800.00	
73	Ex. Gatewell Structure Adjustment	EA	\$1,000.00	1	\$1,000.00	
74	Aggregate Base, 4" Crushed Concrete	SY	\$6.00	912	\$5,472.00	
					Subtotals	\$9,722.00 \$0.00
					Total	\$9,722.00

Estimated Increase/Decrease in Contract Price	-\$33,183.60
Original Contract Amount	\$110,241.26
Sum of Previous Approved Change Orders	\$0.00
Estimated Revised Contract Amount	\$77,057.66

***Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum.**

Accepted By: *Larry Forgione* Date: 11-4-10
C & L Enterprizes, Inc - Larry Forgione

Prepared By: *Aaron J. Staup* Date: 11/3/10
Aaron J. Staup, Construction Engineer

Recommended By: *Aaron J. Staup* Date: 11/3/10
Aaron J. Staup, Construction Engineer

Approved By: *Brian Coburn* Date: 11/4/10
Brian Coburn, P.E., City Engineer

SWORN STATEMENT

STATE OF MICHIGAN)
)SS
 COUNTY OF Macomb)

Amy Farajane (deponent), being sworn, states the following:

Cal Enterprizes Inc, is the (contractor) (subcontractor) for an improvement to the following described real property in Novi, Michigan County, Michigan, described as follows: (Insert legal description from Notice of Commencement or name and address of the Project.

2010 Pathway Grp Program

That the following is a statement of each subcontractor and 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 of the property, and that the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names, as follows:

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
FONTANA CONSTR.	underground work	15315-	15315-	0-			
GM LANDSCAPING	LANDSCAPE WORK	15,850	15,850	0-			
SUPERIOR MATERIALS	Concrete	6,860-	6,860-	0-			
TOTALS		30315	30315	0-			

(Some columns are not applicable to all persons listed)



P.O. Box 2900 30701 W. 10 Mile Rd. Suite 500
Farmington Hills, MI 48333-2900

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with C & L ENTERPRIZES to provide ready mix concrete for the improvement to the property described as:

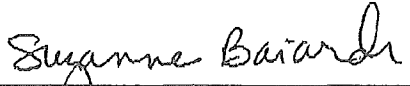
CITY OF NOVI, 10 MILE

And hereby waive our construction lien for materials provided through 1/30/12

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

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 of 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.

SUPERIOR MATERIALS, LLC.



Suzanne Baiardi, Agent

Address: P.O. Box 2900

30701 West 10 Mile Rd.-Suite 500

Farmington Hills, MI 48333-2900

Telephone: (248) 788-8000

Signed on January 30, 2012



C & L ENTERPRIZES, INC.

11085 Lisa Lane
Shelby Township, MI 48316
Office: 586-992-9588 Fax: 586-992-9589

FULL UNCONDITIONAL WAIVER

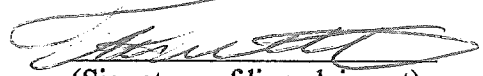
My/Our contract with Fontana Coast
(Other contracting party)

to provide Storm drains and catch basins for the improvement

to the property described as: 2010 Parkway Gap Program
1/2 mile between Myrtle and Hampton
Willow brook between guttered and oak tree

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

FRANK GIANETTI


(Signature of lien claimant)

OWNER

Signed on: 3-20-12

Address: 12357 Forest 6k

Shelby Twp MI

Phone: 810-564-9377



C & L ENTERPRIZES, INC.

11085 Lisa Lane
Shelby Township, MI 48316
Office: 586-992-9588 Fax: 586-992-9589

FULL UNCONDITIONAL WAIVER

My/Our contract with GM Landscaping
(Other contracting party)

to provide Grading, sod, clearing for the improvement

to the property described as: 2010 Pathway Gap Program

10 mile between Myrtle and Hampton, Wilburton between Gail Road,

having been fully paid and satisfied, all my/our construction lien rights against subject

09/6/12

property are hereby waived and released.

GRANT MELDRUM

[Signature]
(Signature of lien claimant)

OWNER

Signed on: 3/20/12

Address: 41760 UTICA RD.

STERLING HILLS MI 48313

Phone: (5) 855-1938

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we C & L Enterprizes, Inc.
hereinafter called the "Principal", and Old Republic Insurance Company

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of _____

One Hundred Ten Thousand Two Hundred Forty Two and 00/100 Dollars (\$ 110,242.00)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the 18th
day of May 2010, for the construction of

2010 Pathway Gap Program

AND WHEREAS, this Contract was awarded upon the express condition that the
Principal would furnish a *one* (1) year Maintenance Bond from the date of formal acceptance by the City
Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the
construction installation, and completion of said project to be of good quality and constructed and
completed in a workmanlike manner in accordance with the standards, specifications and requirements of
the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal
shall replace such defective material and shall repair all defects due to defective workmanship and/or
materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of
the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and
virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by
repair or replacement as directed by the OWNER within the time required, which shall not be less than
seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the
performance of the corrections, with all costs and expenses in doing so, including an administrative fee
equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or
Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER
immediately and without advance notice to the Principal and Surety, with the cost and expense of the
repair, plus the administrative fee, to be charged to and received from the Principal and Surety.



Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 7th day of June, 20 10.

In the Presence of:

WITNESS

[Signature]

[Signature]

[Signature]

Carol A Johnson

1214111

Bond No.

(fill-in name of construction CONTRACTOR)

C & L Enterprizes, Inc.

Principal

[Signature]

Title President

Old Republic Insurance Company

Surety

[Signature]

Title Michael D. Lechner, Attorney-in-Fact

400 North Executive Drive, Suite 306, P.O. Box 941

Address of Surety

Brookfield, WI 53008

City

Zip Code



CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707
Bond No. 1214111

Owner
Architect
Contractor
Surety
Other

PROJECT: 2010 Pathway Gap Program
(name, address)

TO: (Owner)
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO:
CONTRACT FOR: 2010 Pathway Gap
Program

CONTRACT DATE:

CONTRACTOR:
C & L Enterprizes, Inc.
11085 Lisa Lane
Shelby Township, MI 48316

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Old Republic Insurance Company
400 North Executive Drive, Suite 306
Brookfield, Wisconsin 53008

,SURETY COMPANY

on bond of (here insert name and address of Contractor)
C & L Enterprizes, Inc.
11085 Lisa Lane
Shelby Township, Michigan 48316

,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 Road
Novi, Michigan 48375

,OWNER,

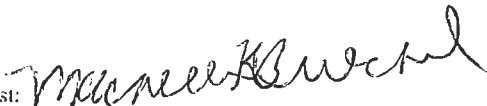
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 13th day of February, 2012

Surety Company
Old Republic Insurance Company


Signature of Authorized Representative

Attest:
(Seal):



Kristyn M. Langbeen - 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

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

THOMAS R GUY, PAUL M HURLEY, MICHAEL D LECHNER, ROBERT D HEUER, MARGARET M KOHLOFF, MARK T MADDEN, ROGER W BLASER, MICHELLE K BUECHEL, C.A. JOHNSON, KRISTYN M LANGBEEN, OF TROY, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SIX MILLION DOLLARS (\$6,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, 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, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of SEPTEMBER, 2011.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M Johnson
Assistant Secretary



Gerald C. Leach
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21ST day of SEPTEMBER, 2011, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Nicole L. Howe
Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5332

Signed and sealed at the City of Brookfield, WI this 13th day of February, 2012



Jane E. Chermak
Assistant Secretary

GUY HURLEY BLASER & HEUER LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THE DOCUMENT IS VOID.