



SUBJECT: Approval of the final payment to D&S Contractors for the Dispatch Renovation in the amount of \$18,132.02, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Integrated Solutions – Facilities Management

EXPENDITURE REQUIRED	\$ 10,361.95 expenditure \$ <u>7,770.07</u> retainage \$18,132.02 total
AMOUNT BUDGETED	\$ 264,794 (FY 2020-21 Budget)
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-265.00-976.068

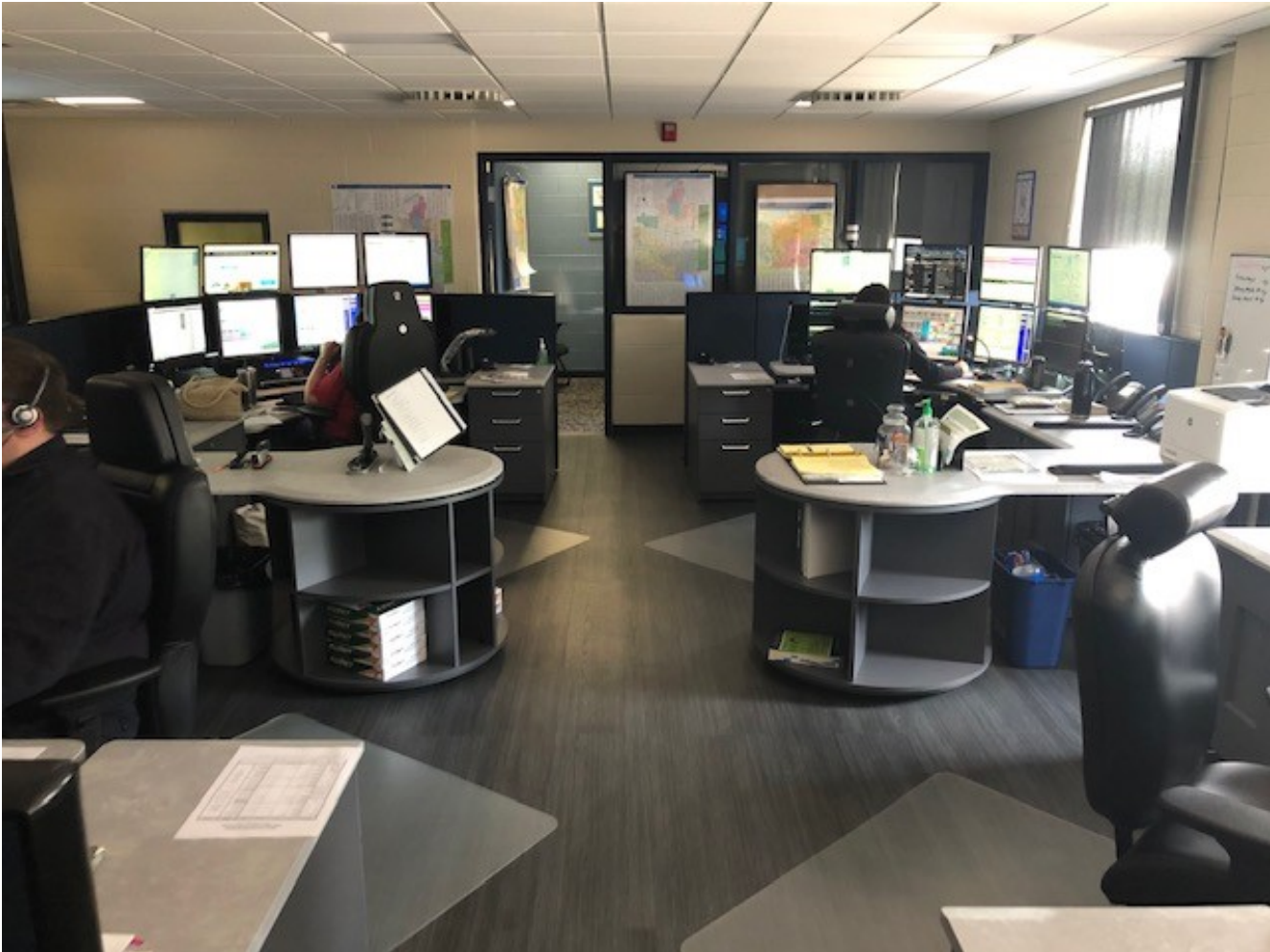
BACKGROUND INFORMATION:

D&S Contractors were awarded the contract to renovate the Police Dispatch Center at the November 23, 2020 Council meeting. The renovation included all new flooring, fresh paint, LED lighting, and the addition of a kitchen. The new workspace provided a significantly more conducive environment for the 24/7 operation of the dispatch center. The renovation provided the opportunity to change the layout of the workstations allowing for more efficient communication between staff. The addition of the kitchen provided the dispatchers greater access to food storage and preparation when staffing is at a minimum and without disrupting the walkway through dispatch as it did before.

The construction portion of the renovation project incurred three change orders for electrical work to support the elaborate workstations used by the dispatchers for a final contract price of \$88,062.61. Integrated Solutions staff worked with NSA Architects to review and verify the final pay application in the amount of \$18,132.02 (attached pay application number 3).

RECOMMENDED ACTION:

Approval of the final payment to D&S Contractors for the Dispatch Renovation in the amount of \$18,132.02, plus interest earned on retainage.





CONTRACTORS, INC.
License: 2102170559

D & S Contractors, Inc.
3500 W. 11 Mile Road
Suite A
Berkley MI 48072
248 584-4848

Contract Invoice

Invoice#: 8088
Date: 04/26/21

Billed To: City of Novi
45125 W 10 Mile Rd
Novi, MI 48375

Project: Police Dispatch Expansion
45125 10 Mile Rd
Novi MI 48375

Attention:

Our Job: 220-193

Due Date: 05/31/21

PO #'s: Signed Contract

AIA 3 Final Invoice

18,132.02

A service charge of 12.00 % per annum will be charged on all amounts overdue on regular statement dates

Thank you for your prompt payment!

Non-Taxable Amount:	\$18,132.02
Taxable Amount:	
Sales Tax:	
Minus retainage	\$ -
Amount Due	\$18,132.02

APPLICATION AND CERTIFICATE OF PAYMENT AIA DOCUMENT G702

D&S Project #: 220-193

TO (OWNER):
City of Novi
45125 W 10 Mile Rd
Novi, MI 48375

PROJECT:
Police Dispatch Expansion
4512510 Mile Rd
Novi, MI 48375

APPLICATION 3
PERIOD FROM: 3/21/2021
PERIOD TO: 4/30/2021

FROM (CONTRACTOR):
D&S Contractors Inc
3500 W 11 Mile Rd Ste A
Berkley, MI 48072

Architect
NSA
23761 Research Dr
Farmington Hills, MI 48335

APPLICATION DATE: 4/30/2021

CONTRACTOR'S APPLICATION OF PAYMENT:		Application is made for payment, as shown below, in connection with the contract. Continuation sheet, AIA Document G703 is attached	
CHANGE ORDER SUMMARY	ADDITIONS		
Change Orders Approved in Previous Months by Owner		1. Original Contract Sum	\$77,323.61
Total Approved this Month		2. Net Change by Change Order	\$10,739.00
CO #	Date Approved	3. Contract Sum to Date	\$88,062.61
1	5,904.00	4. Total Completed and Stored to Date	\$88,062.61
2	2,425.00	5. Retainage:	
3	2,410.00	A. 10% Retainage	0.00
4		B. 10% of stored material.....	
5		Total Retainage	\$0.00
6		6. Total Earned Less Retainage	\$88,062.61
7		7. Less Previous Payment of Application (Line 6 from prior application)	\$69,930.59
13		8. CURRENT PAYMENT DUE	\$18,132.02
14		9. Balance to Finish, Plus Retainage (line 3 less line 6)	\$0.00
15			
TOTALS	\$10,739.00		

NET CHANGE BY CHANGE ORDER

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which the previous Certificates for Payment were issued and payments received from Owner, and that the current payment shown herein is now due.

STATE OF MICHIGAN, COUNTY OF: OAKLAND

Subscribed and sworn to before me this 23 day of April 2021

NOTARY PUBLIC: Kristen D'AMBROSIO

My commission expires: Dec 4, 2024

CONTRACTOR: [Signature]
BY: [Signature] DATED _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Document, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the best of Architect's knowledge, information and belief the WORK has progressed as indicated, the quality of the WORK is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$18,132.02
(Attach explanation if amount certified differs from amount applied for)

ARCHITECT
[Signature] Date 5-21-2021

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

KRISTEN D'AMBROSIO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires December 4, 2024
Acting in the County of _____

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, Containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest Dollar.
 Use column I on Contracts where variable retainage for line items may apply.

APPLICATION # : 3
 APPLICATION DATE: 4/30/2021
 PERIOD TO: 4/30/2021
 ARCHITECT PROJECT # :

A ITEM #	B DESCRIPTION OF WORK	C FINAL SCHEDULE VALUE	D WORK COMPLETED		F MATERIAL PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH C-G	J RETAINAGE 0%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Demolition	4,950.00	4,950.00			4,950.00	100%	-	-
	Concrete	500.00	500.00			500.00	100%	-	-
	Masonry	6,300.00	6,300.00			6,300.00	100%	-	-
	Carpentry	950.00	950.00			950.00	100%	-	-
	Millwork	7,264.00	7,264.00			7,264.00	100%	-	-
	Door Hardware	2,695.00	2,695.00			2,695.00	100%	-	-
	MS/Drywall	2,250.00	2,250.00			2,250.00	100%	-	-
	ACT	2,200.00	562.50	1,637.50		2,200.00	100%	-	-
	Painting	2,230.00	2,230.00			2,230.00	100%	-	-
	Carpet/Base	7,175.00	7,175.00			7,175.00	100%	-	-
	Equipment-Dishwasher	825.00	825.00			825.00	100%	-	-
	Plumbing	3,500.00	3,500.00			3,500.00	100%	-	-
	HVAC	9,800.00	9,800.00			9,800.00	100%	-	-
	Electrical	16,596.00	12,447.00	4,149.00		16,596.00	100%	-	-
	General Conditions	6,723.50	5,013.00	1,710.50		6,723.50	100%	-	-
	Contractors Fee	1,848.96	1,394.00	454.96		1,848.96	100%	-	-
	Bid Bond	1,516.15	1,516.15			1,516.15	100%	-	-
	CO 1	5,904.00	5,904.00			5,904.00	100%	-	-
	CO 2	2,425.00	2,425.00			2,425.00	100%	-	-
	CO 3	2,410.00		2,410.00		2,410.00	100%	-	-
	SUBTOTAL	88,062.61	77,700.65	10,361.96	0.00	88,062.61	20.00	0.00	0.00



AIA Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Novi Police Dispatch Expansion
45125 Ten Mile Rd.
Novi, MI 48377

CONTRACT INFORMATION:
Contract For: General Trades
Date: October 28, 2020

CERTIFICATE INFORMATION:
Certificate Number: 001
Date:

OWNER: *(name and address)*
City Of Novi
45175 Ten Mile Rd.
Novi, MI 48375

ARCHITECT: *(name and address)*
NSA Architecture
23761 Research Drive
Farmington Hills, MI 48335

CONTRACTOR: *(name and address)*
D&S Contractors, Inc.
3500 W. 11 Mile Rd.
Berkley, MI 48072

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

NSA Architecture		Gregory Mason, PM	April 26, 2021
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
April 26, 2021

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
No Outstanding Items

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

D&S Contractors, Inc.		David S. Przygoda, President	6/21/21
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
City of Novi		Thomas J. Woollet, Facilities Mgmt Spec.	5/21/21
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

FULL CONDITIONAL WAIVER OF LIEN

We have a contract with: D&S Contractors, Inc.
To Provide: General Contracting Conditions

For the improvement of the property described as: Police Dispatch Department
45125 W 10 Mile
Novi MI

Having been fully paid and Satisfied, all our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on actual payment of: \$18,132.02

D&S Contractors, Inc
BY: X Paul S. [Signature] - President
(Signature of Lien Claimant)

BY: David Przygoda
(Print Name of Lien Claimant)

Address: 3500 W 11 Mile Rd
Berkley, MI
Telephone: 248-584-4848
FAX: 248-584-4889

Signed on: 4/26/2021

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with: D&S Contractors, Inc
To Provide: Millwork

For the improvement of the property described as: Novi Police Dispatch

Having been fully paid and Satisfied, all our construction lien rights against such property
are hereby waived and released.

Eurocraft Interiors, Inc.

BY: 
(Signature of Lien Claimant)

BY: GASPORE VITALE - OWNER
(Print Name of Lien Claimant)

Address: 6611 Diplomat
Sterling Heights

Telephone: 586-254-9130

FAX: 586-254-9131

Date Signed on: 5-10-2021
(DATE)

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

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with: D&S Contractors, Inc
To Provide: HVAC

For the improvement of the property described as: Novi Police Department

Having been fully paid and Satisfied, all our construction lien rights against such property are hereby waived and released.

Denny's Heating and Cooling
BY: *Deanna Marie Burnett-Holey*
(Signature of Lien Claimant)

BY: Deanna Marie Burnett-Holey
(Print Name of Lien Claimant) *controller*

Address: 1831 Austin Drive
Troy, MI

Telephone: 248.669.4338

FAX: 248.669.3495

Date Signed on: 5/11/2021
(DATE)

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

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with: D&S Contractors, Inc
To Provide: Flooring

For the improvement of the property described as: Novl Police Dispatch

Having been fully paid and Satisfied, all our construction lien rights against such property are hereby waived and released.

Superb Flooring
BY: *Dalton Kirkwood*
(Signature of Lien Claimant)

BY: Dalton Kirkwood - Controller
(Print Name of Lien Claimant)

Address: 2565 Industrial Row Dr
Troy, MI

Telephone: 248-541-6666

FAX: 248-541-6677

Date Signed on: 5-11-2011
(DATE)

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with: D&S Contractors, Inc
To Provide: Plumbing

For the improvement of the property described as: Novi Police Department
Novi MI

Having been fully paid and Satisfied, all our construction lien rights against such property are hereby waived and released.

CCS Plumbing
BY: [Signature]
(Signature of Lien Claimant)

BY: James S. Roemer - owner
(Print Name of Lien Claimant)

Address: PO Box 51212
Livonia

Telephone: 248.361.7994

FAX: 734-743-5499

Date Signed on: 5/6/2021
(DATE)

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

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with: D&S Contractors, Inc
To Provide: Masonry

For the improvement of the property described as: City of Novi Police Dispatch

Having been fully paid and Satisfied, all our construction lien rights against such property are hereby waived and released.

Viktor and Sons Masonry

BY: 
(Signature of Lien Claimant)

BY: BLEDAR SHAKOLIC-OWNER
(Print Name of Lien Claimant)

Address: 196 Kerby Road
Grosse Pointe Farms, MI

Telephone: 586.362.6665

FAX: 586.279.0585

Date Signed on: 04-01-2021
(DATE)


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

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with: D&S Contractors, Inc
To Provide: Electrical

For the improvement of the property described as: Novi Police Department

Having been fully paid and Satisfied, all our construction lien rights against such property are hereby waived and released.

RSC Electrical
BY: X 
(Signature of Lien Claimant)

BY: BRIAN FROMM - Vice President
(Print Name of Lien Claimant)

Address: 43750 Garfield Rd
Clinton Township

Telephone: 586.884.5131

FAX: _____

Date Signed on: 5/13/2021
(DATE)

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