



CITY of NOVI CITY COUNCIL

**Agenda Item E
September 28, 2015**

SUBJECT: Approval of the final payment to Audia Concrete Construction, Inc. for the 2014 Pathway and ADA Compliance Program project in the amount of \$23,024.24, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC RA*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 23,024.24
AMOUNT BUDGETED	\$ 1,675 13 Mile (Segment 16) \$ 5,225 Meadowbrook (Segment 73) \$ 3,168 ADA Compliance Program \$ 10,068 TOTAL (\$14,574.24 to be paid from retainage)
LINE ITEM NUMBER	204-204.00-974.441 13 Mile (Segment 16) 204-204.00-974.443 Meadowbrook (Segment 73) 204-204.00-805.003 ADA Compliance Program 204-000.00-211.147 Retainage

BACKGROUND INFORMATION:

The 2014 Pathway Gap Program included the construction of pathways in two areas of the City. The first segment (Segment 16) involved the construction of 225 feet of 8-foot wide concrete pathway along the south side of 13 Mile from Meadowbrook Road to Novi Road. The second segment (Segment 73) involved the construction of 1,025 feet of pathway to fill two gaps along the east side of Meadowbrook Road from Grand River to just north of 11 Mile to connect with the Metro Connector Trail. The segment between the Metro Connector Trail and 11 Mile Road is 10-foot wide concrete to make it a shared use connection. A majority of the budget for the Meadowbrook pathway was used to procure and install a pre-fabricated steel/wood bridge across Bishop Creek.

This project also included the third year of the Americans with Disabilities Act (ADA) Compliance Implementation as recommended by the ADA Compliance Transition Plan adopted in March 2011 and funded in the 2013-14 fiscal year CIP. The ADA Compliance Transition Plan provides a long-term plan for bringing the City's public sidewalks and other related facilities into compliance with ADA requirements. This annual program is intended to address high priority areas (e.g., high pedestrian usage and areas where pathway barriers exist). This program included improvements along 13 Mile Road at the intersections of East Lake Drive, Plateau Drive and Le Grand Boulevard.

The construction contract was awarded for this project at the July 7, 2014 City Council meeting to Audia Concrete Construction, Inc., in the amount of \$263,923.99.

Engineering staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$23,024.24 that is due the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's September 15, 2015 letter, attached).

There were two (2) approved change orders issued for this project resulting in a net increase of \$30,570.89 to the construction contract, or 11.5% over the awarded amount. Most changes were a result of increased quantities and balancing of originally projected amounts. The approved change orders resulted in a final contract price of \$294,494.88.

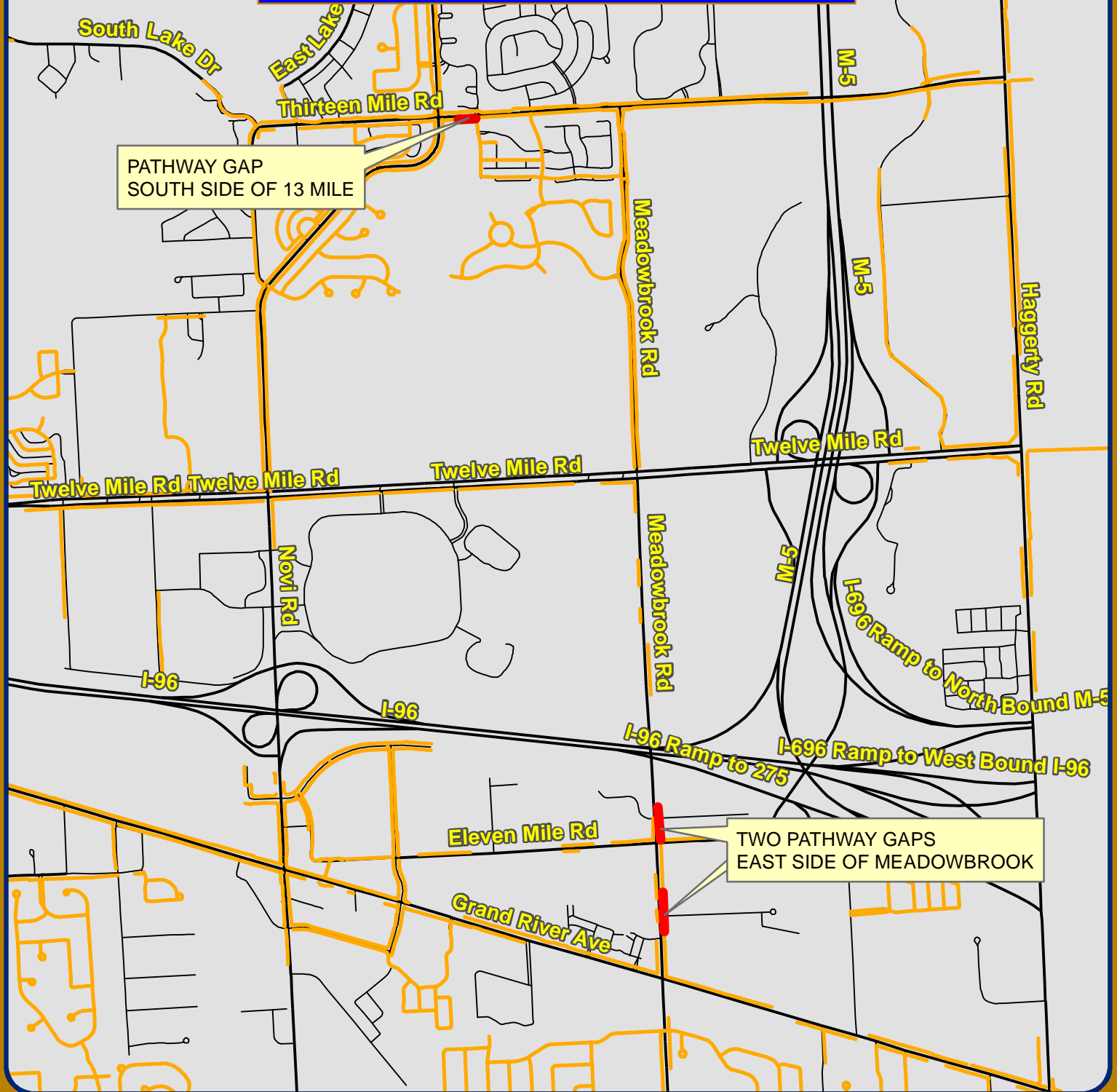
RECOMMENDED ACTION: Approval of the final payment to Audia Concrete Construction, Inc. for the 2014 Pathway and ADA Compliance Program project in the amount of \$23,024.24, plus interest earned on retainage.

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

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

2014 Sidewalk Gap Program and 2014 ADA Compliance Program

Location Map



Map Author: Croy
Date: 6/25/13
Project: Novi Pathways and ADA
Version #: v1.0

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.

Legend

 Existing Pathways (on-road)



City of Novi
Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



1 inch = 2,000 feet



JOHNSON ROSATI SCHULTZ JOPPICH PC

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Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

September 15, 2015

Aaron Staup, Engineering Coordinator
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: 2014 Pathway Gap/ADA Compliance
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2014 Pathway Gap/ADA Compliance Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety
5. Maintenance and Guarantee Bond Rider
6. Crew Days Tracking Sheet

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

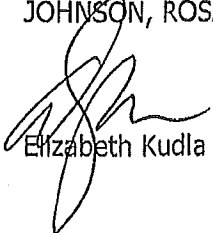
We note that the General Contractor has not provided a Waiver of Lien and receipt of final payment in the amount should be conditioned upon receipt of this Waiver of Lien.

Aaron Staup, Construction Engineering Coordinator
September 15, 2015
Page 2

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
Barry Gates and Jacob Rushlow, OHM (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



ARCHITECTS. ENGINEERS. PLANNERS.

September 11, 2015

Mr. Aaron Staup
Construction Engineering Coordinator
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Regarding: 2014 Pathway Gaps/ADA Compliance
Novi Project No. 14-5002
OHM Job No. 0163-13-0053

Dear Mr. Staup:

Enclosed is the FINAL Payment Application and required documents for the referenced project. These documents include: 1) Contractor's Sworn Statement / Schedule B; 2) Full Unconditional Waivers; 3) Crew Day – Tracking by Division; 4) Consent of Surety; and 5) Maintenance and Guarantee Rider.

Audia Concrete Construction, Inc. has completed the work shown on the attached construction estimate for the period ending June 23, 2015 and we would recommend payment to the Contractor in the amount of **\$23,024.24** which represents the full release of previously held retainage and "Crew Days" Incentive.

Sincerely,
OHM Advisors


Barry Gates
Field Client Representative

cc: Ronny Audia, Audia Concrete Construction (via email)
Jacob Rushlow, P.E., OHM (via email)
File

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OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 Pathway Gaps/ADA NOVI PROJECT NO.: 14-5002 PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 2 - Meadowbrook Pathway Gaps GL# 204-204.00-974.443		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	%
21	Digital Recorded Video Survey	LS	1.00	\$ 1,185.00	\$ 1,185.00	1.00	\$ 1,185.00	\$ 1,185.00				1.00	\$ 1,185.00	100%
22	Mobilization, Max 10%	LS	1.00	\$ 7,875.00	\$ 7,875.00	1.00	\$ 7,875.00	\$ 7,875.00				1.00	\$ 7,875.00	100%
23	Traffic Maintenance and Control	LS	1.00	\$ 4,845.00	\$ 4,845.00	1.00	\$ 4,845.00	\$ 4,845.00				1.00	\$ 4,845.00	100%
24	Clearing, Modified	AC	0.14	\$ 25,000.00	\$ 3,500.00	0.14	\$ 25,000.00	\$ 3,500.00				0.14	\$ 3,500.00	100%
25	Tree, Rem, 6-inch to 18-inch	EA	12.00	\$ 635.00	\$ 7,620.00	31.00	\$ 635.00	\$ 19,685.00				31.00	\$ 19,685.00	100%
26	Curb and Gutter, Rem	FT	44.00	\$ 10.00	\$ 440.00	59.75	\$ 10.00	\$ 597.50				59.75	\$ 597.50	100%
27	Pavt, Rem	SY	14.00	\$ 12.00	\$ 168.00	2.50	\$ 12.00	\$ 30.00				2.50	\$ 30.00	100%
28	Sidewalk, Rem	SY	12.00	\$ 12.00	\$ 144.00	20.80	\$ 12.00	\$ 249.60				20.80	\$ 249.60	100%
29	Station Grading, Case B	FT	929.00	\$ 3.85	\$ 3,576.65	900.00	\$ 3.85	\$ 3,465.00				900.00	\$ 3,465.00	100%
30	Subgrade Undercutting	CY	20.00	\$ 17.00	\$ 340.00	0.00	\$ 17.00					0.00		
31	Erosion Control, Inlet Protection	EA	5.00	\$ 75.00	\$ 375.00	4.00	\$ 75.00	\$ 300.00				4.00	\$ 300.00	100%
32	Erosion Control, Silt Fence	FT	525.00	\$ 5.00	\$ 2,625.00	114.00	\$ 5.00	\$ 570.00	114.00	\$ 570.00	100%	114.00	\$ 570.00	100%
33	Aggregate Base, 21AA, Limestone	TON	303.00	\$ 25.00	\$ 7,575.00	286.50	\$ 25.00	\$ 7,162.50				286.50	\$ 7,162.50	100%
34	Hand Patching	TON	4.00	\$ 335.00	\$ 1,340.00	0.40	\$ 335.00	\$ 134.00				0.40	\$ 134.00	100%
35	Pile Driving Equipment, Furn	LS	1.00	\$ 5,250.00	\$ 5,250.00	1.00	\$ 5,250.00	\$ 5,250.00				1.00	\$ 5,250.00	100%
36	Pile, Treated Timber, Furn	FT	150.00	\$ 17.50	\$ 2,625.00	150.00	\$ 17.50	\$ 2,625.00				150.00	\$ 2,625.00	100%
37	Pile, Treated Timber, Driven	FT	150.00	\$ 18.74	\$ 2,811.00	138.30	\$ 18.74	\$ 2,591.74				138.30	\$ 2,591.74	100%
38	Test Pile, Treated Timber	EA	1.00	\$ 1,187.00	\$ 1,187.00	1.00	\$ 1,187.00	\$ 1,187.00				1.00	\$ 1,187.00	100%
39	Structural Steel, Mixed, Erect	LB	1645.00	\$ 1.67	\$ 2,747.15	1645.00	\$ 1.67	\$ 2,747.15				1645.00	\$ 2,747.15	100%
40	Structural Steel, Mixed, Furn/Fab	LB	1645.00	\$ 3.81	\$ 6,267.45	1645.00	\$ 3.81	\$ 6,267.45				1645.00	\$ 6,267.45	100%
41	Prefabricated Pedestrian Bridge	LS	1.00	\$ 50,135.00	\$ 50,135.00	1.00	\$ 50,135.00	\$ 50,135.00				1.00	\$ 50,135.00	100%
42	Timber Boardwalk, 8-foot Wide	FT	40.00	\$ 555.00	\$ 22,200.00	38.00	\$ 555.00	\$ 21,090.00	2.00	\$ 1,110.00	5%	38.00	\$ 21,090.00	100%
43	Curb and Gutter, Conc, Det F4	FT	44.00	\$ 25.00	\$ 1,100.00	59.75	\$ 25.00	\$ 1,493.75				59.75	\$ 1,493.75	100%
44	Detectable Warning Surface	FT	28.00	\$ 100.00	\$ 2,800.00	42.70	\$ 100.00	\$ 4,270.00				42.70	\$ 4,270.00	100%
45	Sidewalk Ramp, Conc, 6-inch	SF	376.00	\$ 4.00	\$ 1,504.00	535.40	\$ 4.00	\$ 2,141.60				535.40	\$ 2,141.60	100%
46	Sidewalk, Conc, 4-inch	SF	6020.00	\$ 3.60	\$ 21,672.00	6869.80	\$ 3.60	\$ 24,731.28				6869.80	\$ 24,731.28	100%
47	Modular Block Retaining Wall	SF	300.00	\$ 35.00	\$ 10,500.00	455.00	\$ 35.00	\$ 15,925.00				455.00	\$ 15,925.00	100%
48	Relocate Sign	EA	5.00	\$ 285.00	\$ 1,425.00	4.00	\$ 285.00	\$ 1,140.00				4.00	\$ 1,140.00	100%
49	Surface Restoration, Seed/Mulch	SY	2396.00	\$ 5.00	\$ 11,980.00	1706.20	\$ 5.00	\$ 8,531.00	67.00	\$ 335.00	4%	1706.20	\$ 8,531.00	100%
50	Conduit, DB, 1, 1 1/4-inch	FT	10.00	\$ 142.00	\$ 1,420.00	14.50	\$ 142.00	\$ 2,059.00				14.50	\$ 2,059.00	100%
51	Pushbutton, Rem	EA	1.00	\$ 368.00	\$ 368.00	1.00	\$ 368.00	\$ 368.00				1.00	\$ 368.00	100%
52	Pushbutton and Sign, Salv	EA	1.00	\$ 1,574.00	\$ 1,574.00	1.00	\$ 1,574.00	\$ 1,574.00				1.00	\$ 1,574.00	100%
53	Pushbutton Support Post, RCO	EA	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
54	Support Post, Rem, RCO	EA	1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%
TOTAL FROM THIS SHEET					\$ 191,724.25			\$ 206,275.57		\$ 2,015.00			\$ 206,275.57	
TOTAL FROM OTHER SHEET					\$ 27,500.70			\$ 27,871.42		\$ 251.25			\$ 27,871.42	
SUBTOTAL					\$ 219,224.95			\$ 234,146.99		\$ 2,266.25			\$ 234,146.99	100%



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 Pathway Gaps/ADA NOVI PROJECT NO.: 14-5002 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	%
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p>DIVISION 3 - ADA Upgrades 204-204.00-805.003</p> </div> </div>														
55	Digital Recorded Video Survey	LS	1.00	\$ 1,385.00	\$ 1,385.00	1.00	\$ 1,385.00	\$ 1,385.00				1.00	\$ 1,385.00	100%
56	Mobilization, Max 10%	LS	1.00	\$ 1,860.00	\$ 1,860.00	1.00	\$ 1,860.00	\$ 1,860.00				1.00	\$ 1,860.00	100%
57	Traffic Maintenance and Control	LS	1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ 1,800.00				1.00	\$ 1,800.00	100%
58	Culv. End. Rem, Less than 24-inch	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
59	Curb and Gutter, Rem	FT	159.00	\$ 10.00	\$ 1,590.00	191.80	\$ 10.00	\$ 1,918.00				191.80	\$ 1,918.00	100%
60	Pavt, Rem	SY	76.00	\$ 12.00	\$ 912.00	73.20	\$ 12.00	\$ 878.40				73.20	\$ 878.40	100%
61	Sidewalk, Rem	SY	124.00	\$ 12.00	\$ 1,488.00	111.70	\$ 12.00	\$ 1,340.40				111.70	\$ 1,340.40	100%
62	ADA Sidewalk Grading	FT	314.00	\$ 5.00	\$ 1,570.00	324.30	\$ 5.00	\$ 1,621.50				324.30	\$ 1,621.50	100%
63	Erosion Control, Inlet Protection	EA	4.00	\$ 75.00	\$ 300.00	0.00	\$ 75.00	\$ -				0.00	\$ -	
64	Erosion Control, Silt Fence	FT	200.00	\$ 5.00	\$ 1,000.00	0.00	\$ 5.00	\$ -				0.00	\$ -	
65	Aggregate Base, 21AA, Limestone	TON	78.00	\$ 25.00	\$ 1,950.00	66.70	\$ 25.00	\$ 1,667.50				66.70	\$ 1,667.50	100%
66	Culv End Section, 12-inch	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
67	Culv. Cl E, Conc, 12-inch	FT	19.00	\$ 63.16	\$ 1,200.04	20.00	\$ 63.16	\$ 1,263.20				20.00	\$ 1,263.20	100%
68	Sanitary Structure Cover, Adj	EA	1.00	\$ 400.00	\$ 400.00	1.00	\$ 400.00	\$ 400.00				1.00	\$ 400.00	100%
69	Hand Patching	TON	9.00	\$ 325.00	\$ 2,925.00	8.65	\$ 325.00	\$ 2,811.25	0.75	\$ 243.75	9%	8.65	\$ 2,811.25	100%
70	Curb and Gutter, Conc, Det F4	FT	159.00	\$ 25.00	\$ 3,975.00	173.70	\$ 25.00	\$ 4,342.50				173.70	\$ 4,342.50	100%
71	Detectable Warning Surface	FT	85.00	\$ 100.00	\$ 8,500.00	81.00	\$ 100.00	\$ 8,100.00	5.00	\$ 500.00	6%	81.00	\$ 8,100.00	100%
72	Sidewalk Ramp, Conc, 6-inch	SF	1356.00	\$ 6.00	\$ 8,136.00	1279.60	\$ 6.00	\$ 7,677.60				1279.60	\$ 7,677.60	100%
73	Sidewalk, Conc, 4-inch	SF	572.00	\$ 4.00	\$ 2,288.00	834.50	\$ 4.00	\$ 3,338.00				834.50	\$ 3,338.00	100%
74	Surface Restoration, Seed/Mulch	SY	564.00	\$ 5.00	\$ 2,820.00	367.45	\$ 5.00	\$ 1,837.25				367.45	\$ 1,837.25	100%

TOTAL FROM THIS SHEET	\$ 44,699.04	\$ 42,840.60	\$ 743.75	\$ 42,840.60
TOTAL FROM OTHER SHEETS	\$ 219,224.95	\$ 234,146.99	\$ 2,266.25	\$ 234,146.99
SUBTOTAL	\$ 263,923.99	\$ 276,987.59	\$ 3,010.00	\$ 276,987.59

100%



CITY OF NOVI

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 Novi, Michigan 48375
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APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 Pathway Gaps/ADA

NOVI PROJECT NO.: 14-5002

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
75	Meadowbrook Ditch Drainage	LS	2	0	1.00	\$ 8,131.48	\$ 8,131.48				1.00	\$ 8,131.48	100%
76	Relocate Pushbutton and Foundation	LS	2	0	1.00	\$ 7,590.00	\$ 7,590.00				1.00	\$ 7,590.00	100%
77	Remove and Replace Stop Sign	EA	2	0	1.00	\$ 585.00	\$ 585.00				1.00	\$ 585.00	100%
78	Relocate crosswalk markings	LS	3	0	1.00	\$ 1,200.81	\$ 1,200.81				1.00	\$ 1,200.81	100%
79			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
81			0	0	0.00	\$ -	\$ -				0.00	\$ -	
82			0	0	0.00	\$ -	\$ -				0.00	\$ -	
83			0	0	0.00	\$ -	\$ -				0.00	\$ -	
84			0	0	0.00	\$ -	\$ -				0.00	\$ -	
85			0	0	0.00	\$ -	\$ -				0.00	\$ -	
86			0	0	0.00	\$ -	\$ -				0.00	\$ -	
87			0	0	0.00	\$ -	\$ -				0.00	\$ -	
88			0	0	0.00	\$ -	\$ -				0.00	\$ -	
89			0	0	0.00	\$ -	\$ -				0.00	\$ -	
90			0	0	0.00	\$ -	\$ -				0.00	\$ -	
91			0	0	0.00	\$ -	\$ -				0.00	\$ -	
92			0	0	0.00	\$ -	\$ -				0.00	\$ -	
93			0	0	0.00	\$ -	\$ -				0.00	\$ -	
94			0	0	0.00	\$ -	\$ -				0.00	\$ -	
95			0	0	0.00	\$ -	\$ -				0.00	\$ -	
96			0	0	0.00	\$ -	\$ -				0.00	\$ -	
97			0	0	0.00	\$ -	\$ -				0.00	\$ -	
98			0	0	0.00	\$ -	\$ -				0.00	\$ -	
99			0	0	0.00	\$ -	\$ -				0.00	\$ -	
100			0	0	0.00	\$ -	\$ -				0.00	\$ -	
101			0	0	0.00	\$ -	\$ -				0.00	\$ -	
102			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 17,507.29		\$ -		\$ 17,507.29		
TOTAL FROM OTHER SHEETS					\$ 263,923.99		\$ 276,987.59		\$ 3,010.00		\$ 276,987.59		
GRAND TOTAL					\$ 263,923.99		\$ 294,494.88		\$ 3,010.00		\$ 294,494.88	100%	



CITY OF NOVI

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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 Pathway Gaps/ADA NOVI PROJECT NO.: 14-5002 PAYMENT NO.: FINAL

Table with columns for item description and dollar amount. Rows include Original Contract Amount, Change Orders, Adjusted Contract Amount to Date, Total Cost of Work Performed to Date, MINUS Retainage, MINUS Inspection "Crew Days", Net Amt. Earned of Contract and Extra Work to Date, MINUS L.D.'s, Subtotal, ADD Incentive "Crew Days", Subtotal, and MINUS Amount of Previous Payments.

CHANGE ORDERS table with columns: No., Date, Amount. Includes change order 1 for \$27,560.89 and change order 2 for \$3,010.00. Total: \$30,570.89

Table with 2 columns: Description and Amount. Rows: Inspection "Crew Days" Allowed per Contract: 30.00; Additional "Crew Days" per Change Orders: 0.00; Total Inspection "Crew Days" Allowed: 30.00; Inspection "Crew Days" Used to Date: 21.50; Inspection "Crew Days" Remaining: 8.50

BALANCE DUE THIS PAYMENT: \$ 23,024.24



CITY OF NOVI

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Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2014 Pathway Gaps/ADA NOVI PROJECT NO.: 14-5002 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

By: Aaron J. Staup, Construction Engineering Coordinator

Dated:

9/15/15

By: Brian Coburn, PE., Engineering Manager

Dated:

9/18/15

Audia Concrete Construction, Inc.
Contractor Company

Ronetta Audia
Contractor Authorized Signature

By: Ronetta Audia
Print Name

Date: 9-1-15

OHM Advisors
Consultant Firm

Barry Gates
Consultant Authorized Signature

By: Barry Gates
Print Name

Date: 9/11/15

All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

CREW DAYS - TRACKING BY DIVISION

Project: 2014 Pathway Gaps/ADA

Novi Project No.: 14-5002

Contractor: Audia Concrete Construction,

Engineer: OHM Advisors

DIVISION	DESCRIPTION	ORIGINAL	ADD/DEDUCT	CO#	REVISED	USED (By Pay Estimate)										TOTAL	REMAINING		
						PE#1	PE#2	PE#3	PE#4	PE#5	PE#6	PE#7	PE#8	PE#9	PE#10			FINAL	
1	13 Mile Pathway Gaps	4.00			4.00	3.00		0.50									3.50	0.50	
2	Meadowbrook Gaps	20.00			20.00	9.50	3.00	0.50									13.00	7.00	
3	ADA Upgrades	6.00			6.00	2.50	1.50								1.00		5.00	1.00	
					0.00												0.00	0.00	
					0.00												0.00	0.00	
					0.00												0.00	0.00	
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TOTALS		30.00	0.00		30.00	15.00	4.50	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	21.50	8.50

Audia Concrete Construction, Inc. Date: 9-2-15
 Contractor Company
Ronetta Audia
 Contractor Authorized Signature
 By: Ronetta Audia
 Print Name

OHM Advisors Date: 9/11/15
 Consultant Firm
Barney Gates
 Consultant Authorized Signature
 By: Barney Gates
 Print Name

CITY OF NOVI
Aaron J. Staup
 By: **Aaron J. Staup, Construction Engineering Coordinator**
 Date: 9/15/15

Brian Coburn
 By: **Brian Coburn, P.E., Engineering Manager**
 Date: 9/18/15

* Consultant to provide an Authorization for Additional Services (AAS) form with any Pay Application, adding or deducting crew days to or from the contractor.



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF Oakland

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

Ronetta Audia of the Audia Concrete Construction, Inc.
(Title) (Firm Name)

the contractor employed by the City of Novi to furnish labor and materials for the

2014 Pathway Gaps / ADA

(Description of Improvement)

located at: Novi, Michigan

The total amount of the contract is \$294,494.88 of which I have received payment of \$76,910.41 ^{2nd} prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 1st day of September, 2015

Name: Audia Concrete Const, Inc.
(individual/corporation/partnership)

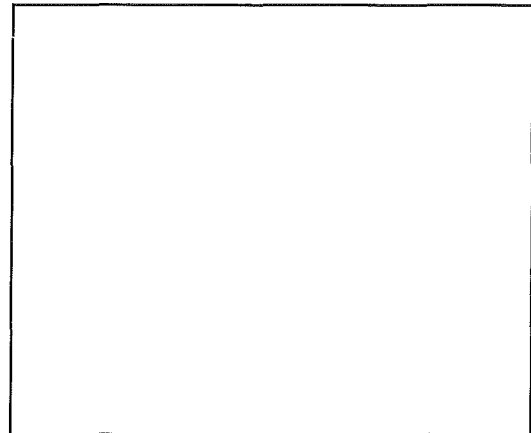
By: Ronetta Audin (Title) President Attest: Mar Ann (Title) V. President

Subscribed and sworn to before me this 1 day of September, 2015

Notary Public: Gary Heath Sawyer

GARY HEATH SAWYER
Notary Public, State of Michigan
County of Lenawee
My Commission Expires 07-08-2020
acting in the County of Lenawee

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Thomas Bridge	Timber Boardwalk/Piles	\$38,028.50	\$38,028.50	\$0.00	0.0%	\$0.00
Rauhorn Electric Inc.	Electrical	\$13,917.00	\$13,917.00	\$0.00	0.0%	\$0.00
Climbers Edge, LLC	Tree Removal	\$5,500.00	\$5,500.00	\$0.00	0.0%	\$0.00
Superior Materials	Concrete	\$17,800.00	\$17,800.00	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$75,245.50	\$75,245.50	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$263,923.99</u>	Work Completed to Date: <u> \$294,494.88</u>
Plus: Extras to Contract: <u> \$30,570.89</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$294,494.88</u>	Less: Amount Previously Paid: <u> \$276,910.64</u>
Less: Credits to Contract: <u> </u>	Less: Amount of this Request: <u> \$23,024.24</u>
Total: Adjusted Contract: <u> \$294,494.88</u>	Total Balance Due: <u> -\$5,440.00</u>



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Audis Construction, Inc. to provide
(Prime Contracting Party)

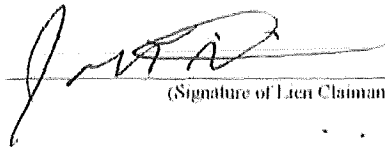
Bridge and Boardwalk for the improvement of the property
(Type of service)

described as 2014 NOVI Pathway
(Project Name)

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

If the improvement is provided to property that is a residential structure and 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 or 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.

Signed on: 3 Sep 15


(Signature of Lien Claimant)

John T. Griffiths
(Printed Name of Lien Claimant)

(Title of Lien Claimant)

Company Name: Thomas Bridge Construction

Address: 464 Joslyn Lake Orion MI 48362

Telephone: 248-693-2020

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



FULL UNCONDITIONAL WAIVER OF LIEN

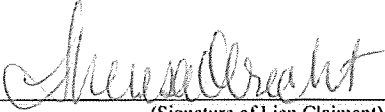
My/our contract with Audia Concrete Construction, Inc. to provide
(Prime Contracting Party)
traffic signal work for the improvement of the property
(Type of service)

described as 2014 Pathway Gap Program, City of Novi
(Project Name)

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

If the improvement is provided to property that is a residential structure and 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 or 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.

Signed on: 7/20/2015



(Signature of Lien Claimant)

Theresa Obrecht
(Printed Name of Lien Claimant)

A/R Administrative Assistant
(Title of Lien Claimant)

Company Name: Rauhorn Electric, Inc.

Address: 17171 23 Mile Road, Macomb, MI 48042

Telephone: 586.992.0400

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Audia Concrete Construction, Inc. to provide
(Prime Contracting Party)

Tree Cutting for the improvement of the property
(Type of service)

described as City of Novi 2014 Pathway Project
(Project Name)

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

If the improvement is provided to property that is a residential structure and 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 or 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.

Signed on: Sept 8, 2015

Kyle Scheit
(Signature of Lien Claimant)

Kyle Scheit
(Printed Name of Lien Claimant)

Climber
(Title of Lien Claimant)

Company Name: Climber's Edge

Address: 2915 Mead Ln. White Lake, MI 48386

Telephone: 248-979-2884

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



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

FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with AUDIA CONCRETE CONSTRUCTION INC to provide ready mix concrete for the improvement to the property described as:

NOVI 2014 PATHWAY GAP PROGRAM

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

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.

A handwritten signature in cursive script, reading "Suzanne Baiardi", is written over a horizontal line.

Suzanne Baiardi, Agent

Address: 30701 W. 10 Mile Rd. #500

PO Box 2900

Farmington Hills, MI 48333-2900

Telephone: (248) 788-8000

Signed on August 6, 2015

RECEIVED

SEP 02 2015

ORCHARD, HILTZ & McCLIMENT, INC.

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

Bond No 106108271

PROJECT: 2014 Pathway Gap Program and 2014 ADA Compliance Program
(name, address)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:
Audia Concrete Construction, Inc.
PO Box 72
Milford, MI 48381

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

Travelers Casualty and Surety Company
1441 W Long Lake Rd, Suite 300
Troy, MI 48098

,SURETY COMPANY

on behalf of (here insert name and address of Contractor)

Audia Concrete Construction, Inc.
PO Box 72
Milford, MI 48381

,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
Novi, MI 48375
45175 West Ten Mile Road

,OWNER.

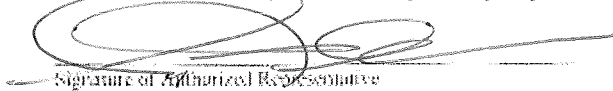
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this

6th day of August, 2015

Surety Company
Travelers Casualty and Surety Company of America



Signature of Authorized Representative

Attest:
(Seal): 

Susan L Small, 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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227885

Certificate No. 006200467

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, Terri L. Young, William A. Pirret, and Patrick E. Williams

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of April, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of April, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. 106108271

IN FAVOR OF City of Novi

ON BEHALF OF Audia Concrete Construction, Inc.

EFFECTIVE

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, Travelers Casualty and Surety Company of America hereby gives its consent to:

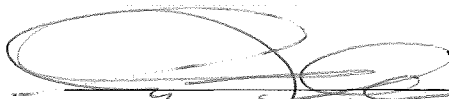
Revise bond amount to \$294,494.88 from \$263,923.99

EFFECTIVE: 7/20/2015

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond and under the attached bond as changes by this rider shall not be cumulative.

SIGNED, AND SEALED 7/20/2015

Travelers Casualty and Surety Company of America
Surety


Susan L. Small Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227885

Certificate No. 006200328

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, Terri L. Young, William A. Pirret, and Patrick E. Williams

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of April, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of April, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public