

# CITY of NOVI CITY COUNCIL

## Agenda Item 3 January 28, 2019

**SUBJECT:** Approval of Change Order No. 2 and the final payment to Koala-T Construction, Inc., for the Eight Mile Pathway (Garfield Road to Napier Road) project and the Kirkway Boardwalk Repairs in the amount of \$117,752.31, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**CITY MANAGER APPROVAL:** *PA*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 117,752.31</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 242,461</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-974.467</b>

### BACKGROUND INFORMATION:

The Eight Mile Road pathway project consisted of the construction of an 8-foot wide concrete pathway along the north side of Eight Mile Road, between Garfield and Napier Roads. In 2017, the City completed the mile long segment, between Beck and Garfield Roads. With both segments complete, this pathway officially connects the existing sidewalk along Eight Mile Road in the City of Northville and the south side of Eight Mile Road near the entrance to Maybury State Park. The newly constructed pathway also connects into the existing trail within ITC Park and the existing ITC Trail located along the ITC Corridor, which can be accessed through the ITC Park.

This contractor was also able to provide the City with assistance to reconstruct two large portions of an existing boardwalk, located on the west side of Beck Road, between 10 and 11 Mile Roads (known as the Kirkway Boardwalk). This boardwalk had deteriorated to a point where it had to be completely closed to the public until these repairs were implemented. Change Order No. 2 was issued to Koala-T Construction for this work.

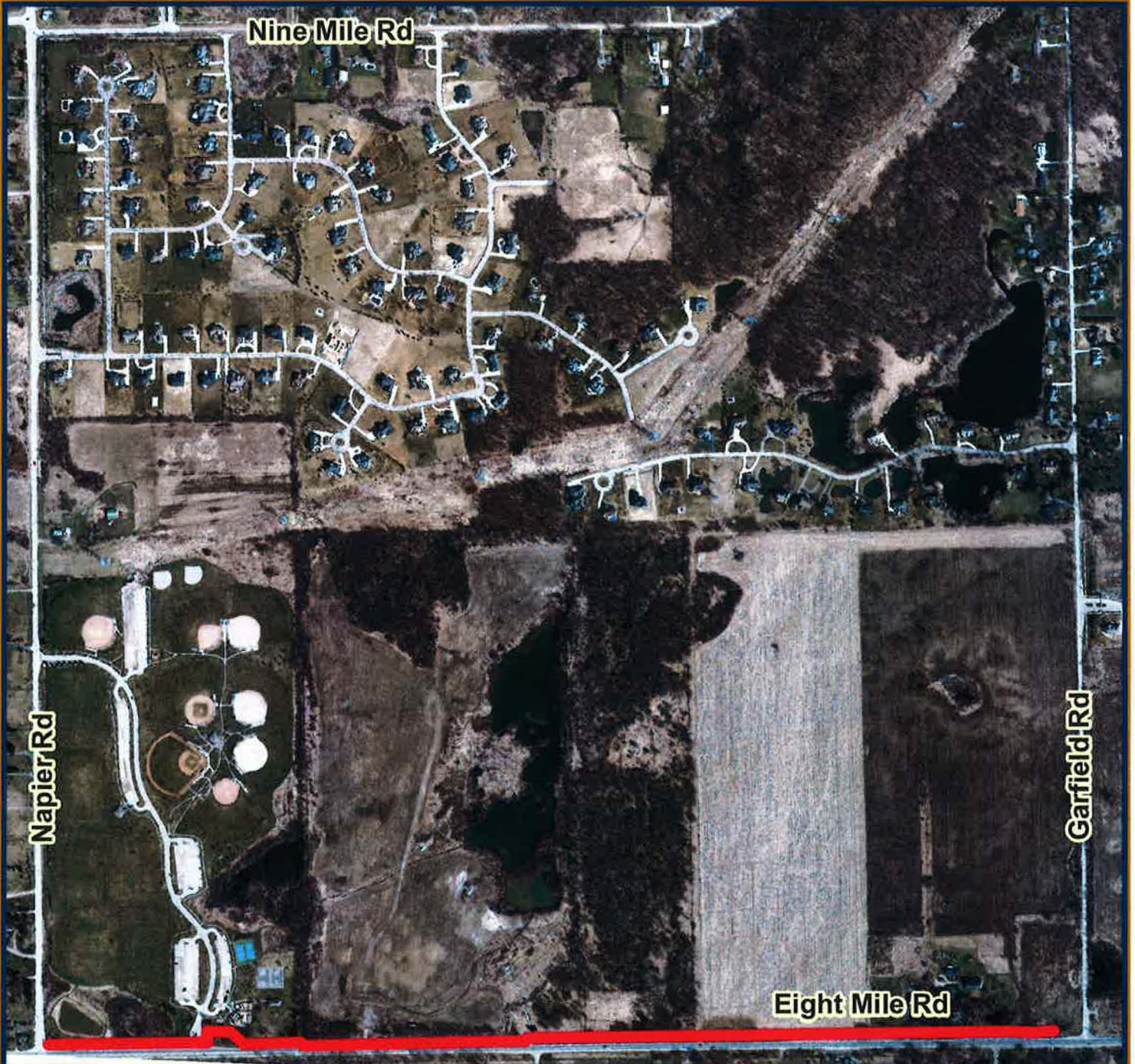
The construction contract was awarded for this project at the August 28, 2017 City Council meeting to Koala-T Construction, Inc., in the amount of \$447,711.75. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker to review and verify the final contract payment amount of \$117,752.31 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, January 14, 2019).

There were two (2) approved change orders issued for this project resulting in an overall increase of \$80,370.35 to the construction contract, or 17.9% over the awarded amount. Change Order No. 1, in the amount of -\$15,785.65, constituted the balancing of all unit price items for the base contract. Change Order No. 2 involved the addition of the repairs made to the Kirkway Boardwalk in the amount of \$96,156.00. The approved change orders resulted in a final contract price of \$528,082.10.

**RECOMMENDED ACTION:** Approval of Change Order No. 2 and the final payment to Koala-T Construction, Inc., for the Eight Mile Pathway (Garfield Road to Napier Road) project and the Kirkway Boardwalk Repairs in the amount of \$117,752.31, plus interest earned on retainage.

# Eight Mile Road Pathway Project Napier Rd to Garfield Rd

Location Map



Map Author: J. Mathias  
Date: 08/04/2017

Project:  
Version #:

Amended By:

Date:

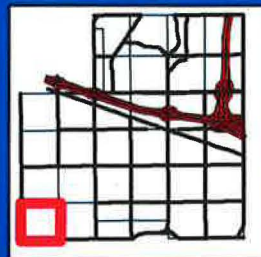
Department:

**MAP INTERPRETATION NOTICE**

Map information displayed is not intended to replace or substitute for any official or project's source. This map was intended to meet National Map Accuracy Standards and use the most current accurate source available for the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be considered as survey requirements, and formed by a licensed Michigan Surveyor as defined by Michigan Public Act 132 of 1976 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**Legend**

 Proposed Concrete Pathway



**City of Novi**

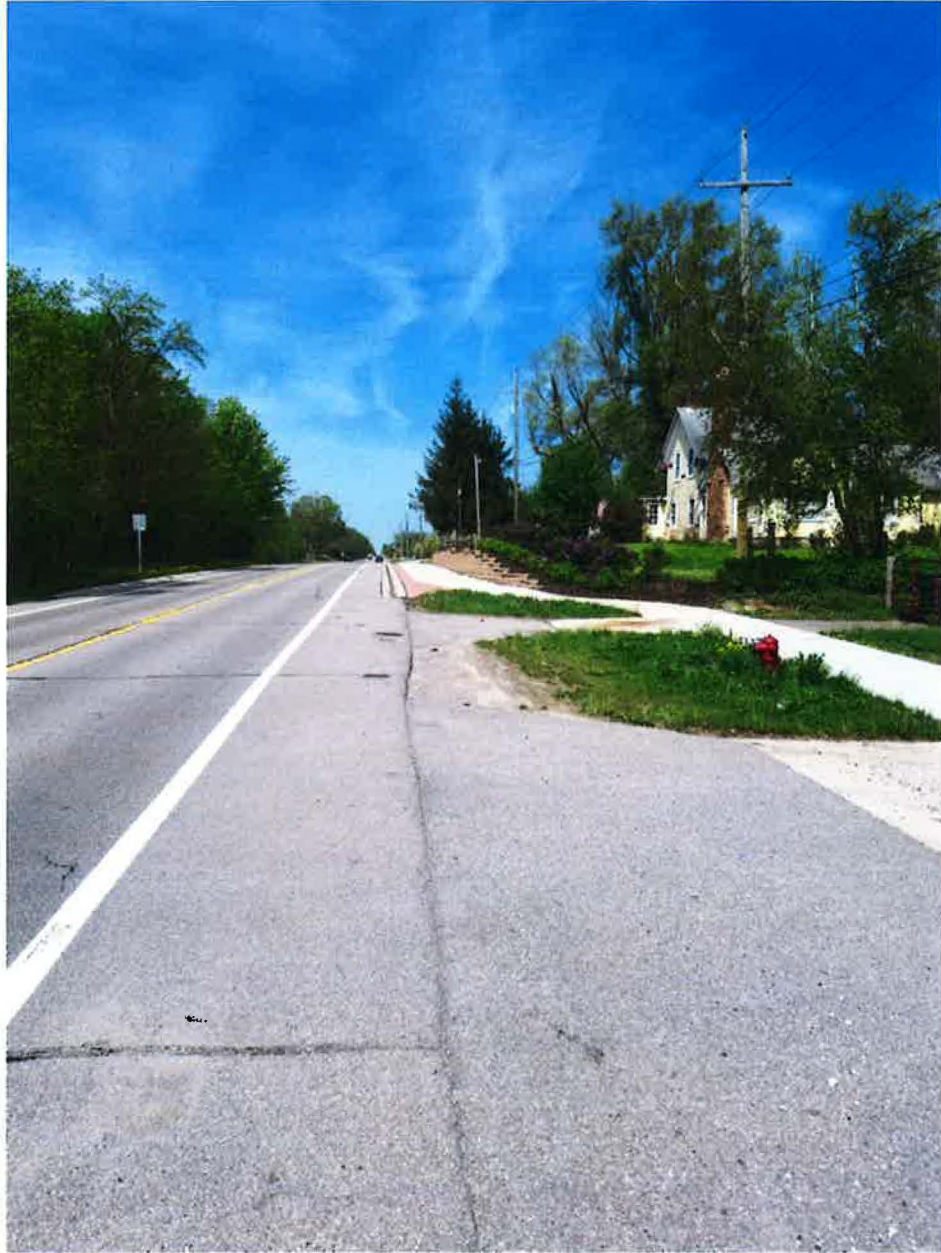
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



**8 MILE PATHWAY  
(BECK TO NAPIER ROADS) 2017-2018**



**At Beck and 8 Mile Roads – Looking west**



Half mile west of Beck Road – Looking west



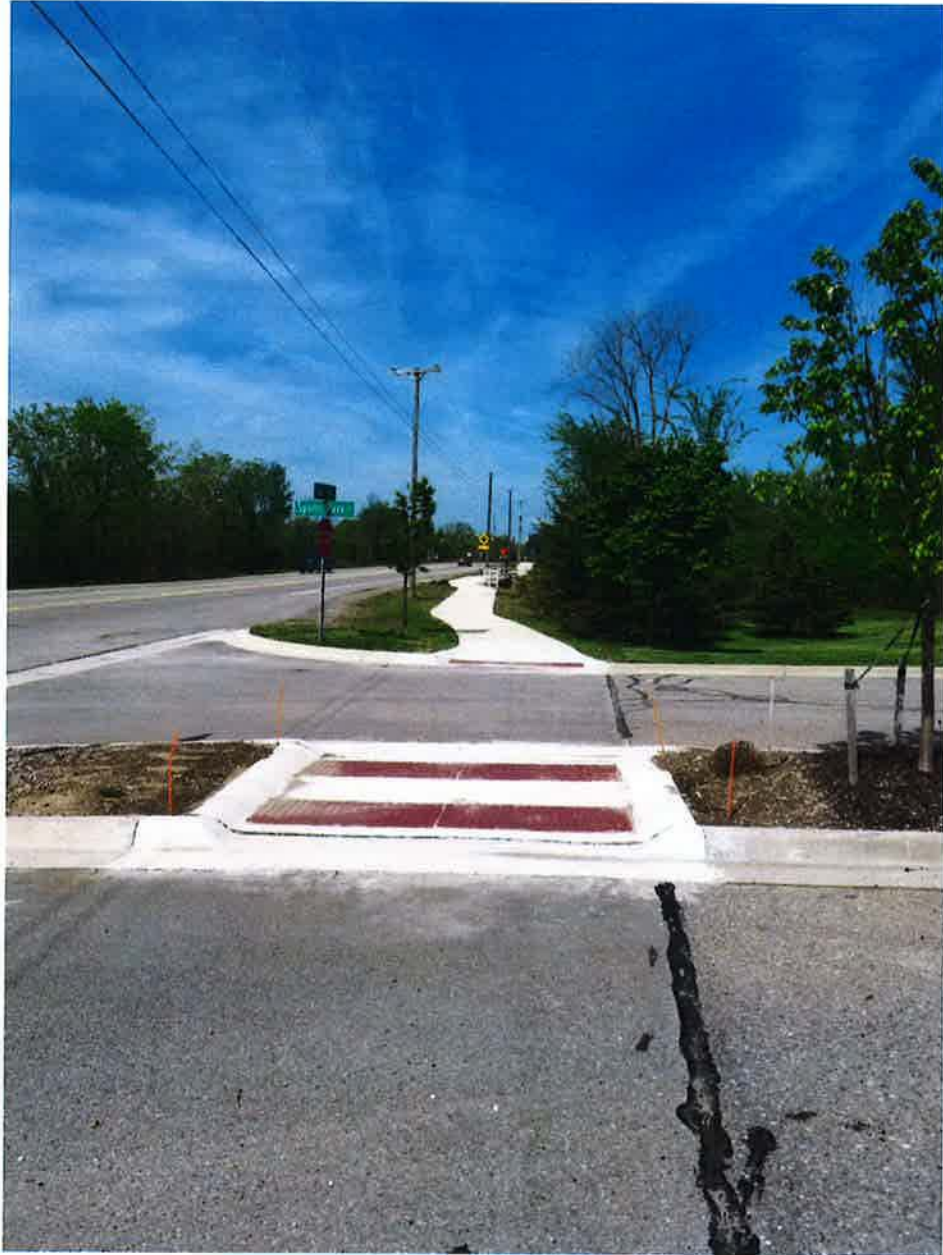
**Just east of Garfield Road – Looking west**



**At Garfield Road – Looking west**



**Half mile from Garfield Road – Looking west**



**At Sports Park Drive – Looking west towards Napier**



ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
www.rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

January 14, 2019

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

**Re: 8 Mile Pathway & Kirkway Boardwalk – Koala-T Construction  
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 8 Mile Pathway & Kirkway Boardwalk Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien
5. Maintenance Bond Rider

The closing documents appear to be in order. Contractor should provide its Full Unconditional Waiver of Lien at the time of picking up the check. Please feel free to contact me with any questions or concerns in regard to this matter.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name.

Elizabeth Kudla Saarela

Aaron Staup, Construction Engineering Coordinator  
CITY OF NOVI  
January 14, 2019  
Page 2

EKS

C: Cortney Hanson, Clerk  
Carl Johnson, Finance Director/Chief Financial Officer  
George Melistas, Engineering Senior Manager  
Megan Mikus, Public Works Budget Analyst  
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 117,752.31

PURCHASE ORDER NO. 85283

25300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5658

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Garfield-Napier) OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375

NOVI PROJECT NO.: 17-6003 ENGINEER: AECOM - Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-6900

PAYMENT NO.: FINAL CONTRACTOR: Koala-T Construction, Inc. 424 Ferry Avenue Pontiac, Michigan 48341 (248) 322-2751

CONTRACT AMOUNT

ORIGINAL: \$447,711.75 REVISED: \$528,082.10

FINAL COMPLETION DATES

ORIGINAL: December 18, 2017 REVISED: October 30, 2018 ACTUAL: October 30, 2018

DATES OF ESTIMATE

FROM: June 2, 2018 TO: October 30, 2018

SECTION 1.

COST OF COMPLETED WORK TO DATE

Table with columns: Item No., Description of Item, Unit, Quantity, Cost/Unit, Total Amt, CONTRACT ITEMS (Original), CONTRACT ITEMS (Revised), THIS PERIOD (Quantity, Amount, %), TOTAL TO DATE (Quantity, Amount, %). Includes rows for items 0-24 and a total row.



**CITY OF NOVI**

26306 Lee BeGole Dr.  
Novi, Michigan 48373  
Tel: (248) 347-0454  
Fax: (248) 735-5659

**APPLICATION FOR FINAL PAYMENT**

PROJECT: 8 Mile Pathway (Garfield-Napier)

NOVI PROJECT NO.: 17-5003

PAYMENT NO.: FINAL

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	8 Mile Pathway (Garfield-Napier) Continued GL# 284-264-88-074-447 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	%
25	Structure Cover, Type E	EA	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ 1,000.00				0.00			
26	Culv. CI A, Conc, 12", Modified	LF	80.00	\$ 45.00	\$ 3,600.00	18.00	\$ 45.00	\$ 810.00			18.00	\$ 810.00	100%	
27	Culv End Sect, Conc, 12", Cmpit	EA	7.00	\$ 300.00	\$ 2,100.00	7.00	\$ 300.00	\$ 2,100.00			7.00	\$ 2,100.00	100%	
28	Culv End Sect, Conc, 15", Cmpit	EA	1.00	\$ 400.00	\$ 400.00	0.00	\$ 400.00				0.00			
29	Sewer, C75 CI W, 12", Tr A	LF	132.00	\$ 45.00	\$ 5,940.00	146.00	\$ 45.00	\$ 6,570.00			146.00	\$ 6,570.00	100%	
30	Dr Structure, 48" dia, Low-Head	EA	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00			1.00	\$ 4,000.00	100%	
31	Aggregate Base, 6", Limestone	SY	5785.00	\$ 6.75	\$ 39,048.75	5189.56	\$ 6.75	\$ 35,097.03			5189.56	\$ 35,097.03	100%	
32	Sidewalk, Conc, 4-inch	SF	39776.00	\$ 3.70	\$ 147,167.50	39896.86	\$ 3.70	\$ 147,618.38			39896.86	\$ 147,618.38	100%	
33	Sidewalk, Conc, 6-inch	SF	1400.00	\$ 4.40	\$ 6,160.00	1484.00	\$ 4.40	\$ 6,441.60			1484.00	\$ 6,441.60	100%	
34	ADA Ramp, Conc, 6-inch	SF	260.00	\$ 7.00	\$ 1,820.00	187.72	\$ 7.00	\$ 1,314.04			187.72	\$ 1,314.04	100%	
35	Curb and Gutter, Conc, Modified	LF	42.00	\$ 25.00	\$ 1,050.00	47.90	\$ 25.00	\$ 1,197.50			47.90	\$ 1,197.50	100%	
36	HMA Driveway, Complete	SY	88.00	\$ 72.00	\$ 6,336.00	276.79	\$ 72.00	\$ 19,928.88			276.79	\$ 19,928.88	100%	
37	Fence, Woven Wire w/ Steel Post	LF	935.00	\$ 6.10	\$ 5,703.50	0.00	\$ 6.10				0.00			
38	Composite Pedestrian Rolling	LF	410.00	\$ 25.00	\$ 10,250.00	104.00	\$ 25.00	\$ 2,600.00			104.00	\$ 2,600.00	100%	
39	Modular Block Retaining Wall	FSF	300.00	\$ 50.00	\$ 15,000.00	308.89	\$ 50.00	\$ 15,344.50			308.89	\$ 15,344.50	100%	
40	Wetland Edge Seed Mix w/Blanket	SY	125.00	\$ 12.00	\$ 1,500.00	0.00	\$ 12.00				0.00			
41	Mulch Barken	SY	600.00	\$ 2.25	\$ 1,325.00	0.00	\$ 2.25				0.00			
42	Sign, PATH ENDS, Modified	EA	1.00	\$ 475.00	\$ 475.00	1.00	\$ 475.00	\$ 475.00			1.00	\$ 475.00	100%	
43	Sign, W11-15, Modified	EA	1.00	\$ 475.00	\$ 475.00	0.00	\$ 475.00				0.00			
44	Sign, R3-17ap, Modified	EA	1.00	\$ 450.00	\$ 450.00	0.00	\$ 450.00				0.00			
45	Sign, R4-1, Modified	EA	1.00	\$ 450.00	\$ 450.00	0.00	\$ 450.00				0.00			
46	Sign, R4-2, Modified	EA	1.00	\$ 450.00	\$ 450.00	0.00	\$ 450.00				0.00			
47	Sign, R8-3, Modified	EA	3.00	\$ 450.00	\$ 1,350.00	0.00	\$ 450.00				0.00			
48	Post, Steel, 3 in, Modified	EA	8.00	\$ 400.00	\$ 3,200.00	1.00	\$ 400.00	\$ 400.00			1.00	\$ 400.00	100%	
49	Restoration	LS	1.00	\$ 38,000.00	\$ 38,000.00	1.00	\$ 38,000.00	\$ 38,000.00			1.00	\$ 38,000.00	100%	
50	Permit Allowance	DLR	2250.00	\$ 1.00	\$ 2,250.00	1250.00	\$ 1.00	\$ 1,250.00			1250.00	\$ 1,250.00	100%	
TOTAL FROM THIS SHEET				\$ 299,300.75	\$ 299,300.75		\$ 283,148.83	\$ 16,151.92			\$ 283,148.83			
TOTAL FROM OTHER SHEET				\$ 148,411.00	\$ 148,411.00		\$ 148,779.17	\$ 631.83			\$ 148,779.17			
SUBTOTAL				\$ 447,711.75	\$ 447,711.75		\$ 431,928.10	\$ 15,783.65			\$ 431,928.10	100%		



**CITY OF NOVI**

26300 Lee BuGala Dr.  
 Novi, Michigan 48375  
 Tel: (248) 347-0454  
 Fax: (248) 735-5669

**APPLICATION FOR FINAL PAYMENT**

PROJECT: 8 Mile Pathway (Garfield-Napier)

NOVI PROJECT NO.: 17-5003

PAYMENT NO.: FINAL

**NEW CONTRACT ITEMS**

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	Q#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt.	Quantity	Amount	%	Quantity	Amount	%
51	Mobilization (10%)	LS	2	204-204.00-974.487	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	100%	1.00	\$ 5,000.00	100%
52	Boardwalk, Remove	LF	2	204-204.00-974.487	150.00	\$ 81.00	\$ 12,150.00	150.00	\$ 12,150.00	100%	150.00	\$ 12,150.00	100%
53	Boardwalk Railing	LF	2	204-204.00-974.487	300.00	\$ 58.00	\$ 16,800.00	300.00	\$ 16,800.00	100%	300.00	\$ 16,800.00	100%
54	Boardwalk Decking Boards	SY	2	204-204.00-974.487	135.00	\$ 99.32	\$ 13,408.20	135.00	\$ 13,408.20	100%	135.00	\$ 13,408.20	100%
55	Boardwalk Substructure, Beam/Joint	LF	2	204-204.00-974.487	150.00	\$ 98.71	\$ 14,806.50	150.00	\$ 14,806.50	100%	150.00	\$ 14,806.50	100%
56	Helical Piles	EA	2	204-204.00-974.487	24.00	\$ 795.00	\$ 19,080.00	24.00	\$ 19,080.00	100%	24.00	\$ 19,080.00	100%
57	Helical Pile Equipment, Furnished	LS	2	204-204.00-974.487	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100%	1.00	\$ 4,000.00	100%
58	Maintaining Traffic	LS	2	204-204.00-974.487	1.00	\$ 755.30	\$ 755.30	1.00	\$ 755.30	100%	1.00	\$ 755.30	100%
59	Surface Restoration	LS	2	204-204.00-974.487	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100%	1.00	\$ 4,000.00	100%
60	Helical Piles (Additional Depth)	LF	2	204-204.00-974.487	228.00	\$ 27.00	\$ 6,156.00	228.00	\$ 6,156.00	100%	228.00	\$ 6,156.00	100%
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
78			0	0	0.00	\$ -	\$ -				0.00	\$ -	
<b>TOTAL FROM THIS SHEET</b>							\$ 96,156.00		\$ 96,156.00			\$ 96,156.00	
<b>TOTAL FROM OTHER SHEETS</b>						\$ 447,711.75	\$ 431,828.10		\$ -			\$ 431,828.10	
<b>GRAND TOTAL</b>						\$ 447,711.75	\$ 528,082.10		\$ 96,156.00			\$ 528,082.10	<b>100%</b>



CITY OF NOVI

PURCHASE ORDER NO. 95283

26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5069

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Garfield-Napier) NOVI PROJECT NO.: 17-5003 PAYMENT NO.: FINAL

Table with columns for description and amount. Includes rows for 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, MINUS Amount of Previous Payments, and BALANCE DUE THIS PAYMENT: \$ 117,752.31

CHANGE ORDERS table with columns: No., Date, Amount. Includes entries for May 31, 2018 and August 28, 2018.

Summary table for Inspection "Crew Days" with rows: Allowed per Contract, Additional "Crew Days" per Change Orders, Total Inspection "Crew Days" Allowed, Inspection "Crew Days" Used to Date, Inspection "Crew Days" Remaining.



CITY OF NOVI

26300 Lee BeGole Dr.  
Novi, Michigan 48373  
Tel: (248) 347-0454  
Fax: (248) 735-6659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Garfield-Napier)

NOVI PROJECT NO.: 17-5003

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.

  
Jean P. Mulke  
Koala-T Construction, Inc.  
CONTRACTOR - Electronic Signature Certification

  
Mark Koskinen  
Jan 9 2019 11:26 AM  
AECOM - Great Lakes  
CONSULTANT - Electronic Signature Certification

esign

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

  
Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, ou=City of Novi, ou=Engineering  
Division, email=astaup@cityofnovi.org, c=US  
Date: 2019.01.09 14:06:50 -0500  
Aaron J. Staup, Construction Engineer  
Electronic Signature Certification

  
Digitally signed by George Melistas  
DN: cn=George Melistas, ou=City of Novi, ou=Engineering  
Division, email=gmelistas@cityofnovi.org, c=US  
Date: 2019.01.10 08:48:24 -0500  
George D. Melistas, Engineering Senior Manager  
Electronic Signature Certification

All Full Unconditional Wavers 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.



# WORK CHANGE DIRECTIVE & CHANGE ORDER No. 2

**PURCHASE ORDER NO.**  
**95283**

**Project:** 8 Mile Pathway (Garfield-Napier)

**Owner:** City of Novi  
26300 Lee BeGole Dr.  
Novi, Michigan 48375  
(248) 735-5632

**Engineer:** AECOM - Great Lakes  
27777 Franklin Road, Suite 2000  
Southfield, Michigan 48034  
(248) 204-5900

**Contractor:** Koala-T Construction, Inc.  
424 Ferry Avenue  
Pontiac, Michigan 48341  
(248) 322-2751

*This document hereby renders changes in the Work, changes in the Contract Time and changes in the Contract Price by adding, deducting and/or balancing individual Contract line items through a signed authorization of the Prime Contractor, Owner, and Engineer.*

**Drafted Date:** August 28, 2018

**Reasoning:** This change order represents the addition of an emergency repair to a boardwalk (Boardwalk #10) located on the west side of Beck Road, just south of Kirkway Boulevard. The original contract was administered by Spalding DeDecker, but this boardwalk construction engineering services is being handled by AECOM - Great Lakes. All items associated with this change order will be shown as "New Contract Items". The contractor bid 45 crew days, but will only be receiving those that it actually took to complete the change order work. 45 crew days were entered as a place marker, only. Contractors original bid was for \$95,244.70, but was asked to bring down to an even \$90,000. In order to make the \$90K, the City subtracted \$3,244.70 from the Maintaining Traffic lump sum item. Also, when putting this change order together, the City noticed a math error on Item No. 56 - Helical Piles. The original bid form had a quantity of 28 and a unit price of \$795 which equals \$22,260, but wrote down \$19,080. The City adjusted the quantity down to 24 instead of 28 which makes that cost work at \$19,080. Also, after the original 15-foot helical piles were installed, many of them needed additional footage added to reach bearing strength which added another \$6,156 to this change order.

### EXISTING CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price	
						Add	Deduct
0	1	"Crew Days" - Base Bid - 8 Mile Pathway	CD	\$640.00		<input type="checkbox"/>	<input type="checkbox"/>
0	2	"Crew Days" - Kirkway Boardwalk	CD	\$640.00	45	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0		"Crew Days" -	CD	\$640.00		<input type="checkbox"/>	<input type="checkbox"/>
0		"Crew Days" -	CD	\$640.00		<input type="checkbox"/>	<input type="checkbox"/>
0		"Crew Days" -	CD	\$640.00		<input type="checkbox"/>	<input type="checkbox"/>
<b>Subtotals</b>						\$0.00	\$0.00
<b>Total</b>							<b>\$0.00</b>





**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

PROJECT: RCB0010265 8 Mile Road Pathway Napier to Garfield  
(name, address)

TO (Owner)

City of Novi  
45175 West 10 Mile Rd.  
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 8/29/17

CONTRACTOR: Koala-T Construction, Inc.  
424 Ferry Ave.  
Pontiac, MI 48341

CONTRACTOR FOR:  
Road Work

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 Company)

**RLI Insurance Company**  
P.O. Box 3967  
Peoria, IL 61612

\_\_\_\_\_, SURETY COMPANY,

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

Koala-T Construction, Inc.  
424 Ferry Ave.  
Pontiac, MI 48341

\_\_\_\_\_, 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 10 Mile Rd.  
Novi, MI 48375

\_\_\_\_\_, OWNER,

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

IN WITNESS WHEREOF,  
the Surety has hereto set its hand this 3rd day of December, 2018.

\_\_\_\_\_  
RLI Insurance Company  
Surety

\_\_\_\_\_  
Signature of Authorized Representative Barry W. Berman

\_\_\_\_\_  
Attorney in Fact  
Title

Attest:  
(Seal): *Quint E. Sparks*

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**

Consent of Surety Bond  
No. RCB0010265

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

**Know All Men by These Presents:**

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

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Barry W. Berman, Colleen M. Berman, jointly or severally

in the City of Wixom, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

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

**RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 16th day of October, 2018.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 16th day of October, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public



**CERTIFICATE**

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 3rd day of December, 2018.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**  
By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary



## 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 ~~he~~ she is the

V.P.

(Title)

of the

KOALA T CONSTRUCTION

(Firm Name)

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

8 MILE PATHWAY (GARFIELD TO NAPIER)

(Description of Improvement)

located at: NOVI, MICHIGAN

The total amount of the contract is 543,867.75 of which I have received payment of 394,809.72 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 any 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 4<sup>th</sup> day of JANUARY, 2019

Name: KOALA T CONSTRUCTION  
(individual/corporation/partnership)

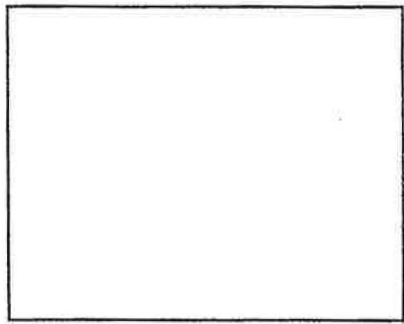
By: [Signature]  
(Title)

Attest: BROO WATSON / V.P.  
(Title)

Subscribed and sworn to before me this 4<sup>th</sup> day of JANUARY, 2019

Notary Public: [Signature]

NOTARY SEAL



**Schedule B - Contractors Sworn Statement**

<b>Name of Sub</b>	<b>Type of Service</b>	<b>Amount of Contract</b>	<b>Amount Paid</b>	<b>Balance Due</b>
✓ Superior Materials	Concrete	83,396.78	83,396.78	0
✓ Sylvania Materials	Limestone	29,379.42	29,379.42	0
✓ Stephen Pipe	Fencing	1,234.86	1,234.86	0
✓ Construction Bonding	Bonds	6,447.00	6,447.00	0
✓ Construction Video	Video	2,875.00	2,875.00	0
✓ Capitol Barricade	Barricades	4,094.00	4,094.00	0
✓ Iron Horse	Stone / Dump Fees	8,750.34	8,750.34	0
✓ Novi Crushed Concrete	Stone	13,078.37	13,078.37	0
✓ P&A Tree Service	Tree Removal	20,000.00	20,000.00	0
✓ Home Depot	Lumber	26,841.12	26,841.12	0
✓ Hastings Testing	Helical Piers	23,150.62	23,150.62	0
Total		219,247.51	218,247.51	0

A117523354



FULL UNCONDITIONAL WAIVER OF LIEN

We have a contract with KOALA-T CONST CORP to provide ready mix concrete for the improvement to the property described as: NOVI PATHWAY, CITY OF

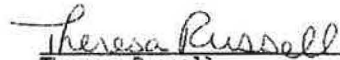
And hereby waive our construction lien for materials provided through 12/11/2017.

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 one of us or if we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us, either in writing, by telephone, or personally, to verify that it is authentic.

PRAIRIE LAKESIDE, LLC

Signed on: Dec 11, 2017

  
Theresa Russell  
Agent

Address: 30701 W. 10 Mile Rd. #500  
Farmington Hills, MI 48336  
Telephone: (248) 788-8000

**Superior Materials Holdings, Inc. – 30701 West 10 Mile Rd, Suite 500, Farmington Hills, MI 48336**



# Great Lakes Aggregates Companies

Sylvania Minerals • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

## FULL UNCONDITIONAL WAIVER

My/our contract with Koala-T Construction  
(Other Contracting Party)

To provide Aggregate Material

For the improvement to the property described as:

8 Mike Road Pathway Napler to Garfield

Bond # RCB0010265

2017 paid in full

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

If the owner of 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.

Sylvania Minerals, LLC

(Signature of Lien Claimant)  
**LANA DEDELUK**

Signed On: 07/25/18

Address: 5699 Ready Road, PO Box 406  
South Rockwood, MI 48179

Telephone: (734) 783-7416

Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY





# Stephens Pipe & Steel, LLC

P.O. Box 618  
Russell Springs, KY 42642  
Credit Phone: 270-866-6661  
Credit Fax: 270-866-3350

## MATERIAL SUPPLIER FINAL WAIVER OF LIEN

Date: 11/30/18


Company: Acct# 64934  
Koala-T Construction  
424 Ferry Avenue  
Pontiac, MI 48341

Ref Projects: 8 Mile Pathway Napier  
8 Mile Road  
Novi, MI 48377

To Whom It May Concern:

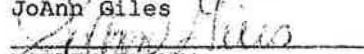
SPS has furnished fencing material(s) for the above referenced project which were ordered by: Koala-T Construction, Pontiac, MI 48341.

SPS has been paid in full in amount of \$1,234.86.  
We hereby waive and release any and all lien claim or right to lien on the material(s) in regards to the above referenced project.

  
\_\_\_\_\_  
Patsy Stapp, Asst. Credit Manager  
Stephens Pipe & Steel, LLC

State of Kentucky, County of Russell  
Executed, subscribed and sworn to before me this 30th day of November, 2018

JoAnn Giles

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 7/11/20





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with KOALA-T CONSTRUCTION to provide  
(Prime Contracting Party)

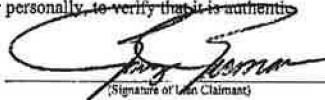
Performance and Payment Bond for the improvement of the property  
(Type of service)

described as 8 Mile Pathway Project (Garfield - Napier)  
(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: January 4, 2019

  
(Signature of Lien Claimant)

Barry Berman  
(Printed Name of Lien Claimant)

Managing Member  
(Title of Lien Claimant)

Company Name: Construction Bonding Specialists, LLC.

Address: 29445 Beck Road, Suite A-209, Wixom, MI 48393

Telephone: (248)349-6227

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

**Full Unconditional Waiver**

Our contract with Kosta-T Construction to provide a Video for the improvement to the property described as: **8 Mile Pathway Garfield to Napier** Having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

Company : Construction Video Media, Inc.



(Signature of Lien Claimant)

Dwight C. Spangler - President

Telephone # : 586-752-2090

Address : 111 East Newberry PO Box 90 Romeo, MI  
48068

Signed on (Date)

1-8-19

**Do not sign blank or incomplete form - Retain a copy**



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with KOALA-T CONSTRUCTION to provide  
(Prime Contracting Party)

SIGNS & BARRICADES for the improvement of the property  
(Type of service)

described as 8 MILE PATHWAY GARFIELD TO NAPIER  
(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 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.

Signed on: 1/9/19 *Alison M. Fullerton*  
(Signature of Lien Claimant)

DAVA M. FULLERTON  
(Printed Name of Lien Claimant)

PRES  
(Title of Lien Claimant)

Company Name: CAPITOL BARRIADAS INC

Address: 4800 W GRAND RIVER LANE 4800

Telephone: 512-322-1291

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with KOALA-T CONSTRUCTION to provide  
(Prime Contracting Party)

Crushed Stone at Dump for the improvement of the property  
(Type of service)

described as 8 mile Pathway Garfield to Napier  
(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: 1/7/2013

[Signature]  
(Signature of Lien Claimant)

John Williams  
Iron Horse  
(Printed Name of Lien Claimant)

Manager  
(Title of Lien Claimant)

Company Name: Iron Horse

Address: 27120 Haas Rd Wixom, MI 48393

Telephone: 248-446-2440

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

**Full Unconditional Waiver**

Our contract with Koala-T Construction to provide Stone for the improvement to the property described as: 8 Mile Road Pathway, Napier to Garfield, having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

Waiver covers all invoices and material hauled through 5/18/18.

Company : Novi Crushed Concrete



Agent

DANIEL COPELANO

Telephone # : 248-305-6020

Address : 48600 W. 12 Mile Rd. Novi, MI 48377

Signed on (Date) 5/19/2018

**Do not sign blank or incomplete form - Retain a copy**

## **Full Unconditional Waiver**

Our contract with Koala-T Construction to provide Tree Removal for the improvement to the property described as: **8 Mile Road Pathway Project**. Having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

Company : P & A Tree Service

Denis Daella  
OWNER

(Signature of Lien Claimant)

DENIS DAEILLA

Telephone # : 248-303-1993

Address : 48 Pleasant View  
Pontiac, MI 48341

Signed on (Date) 10/31/2017

**Do not sign blank or incomplete form - Retain a copy**



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with KOALA-T CONSTRUCTION to provide  
(Prime Contracting Party)

LUMBER for the improvement of the property  
(Type of service)

8 MILE PATHWAY  
described as NOVI BOARDWALK - BECK ROAD  
(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: 12/21/18 \_\_\_\_\_  
(Signature of Lien Claimant)

Jamarr Giles  
(Printed Name of Lien Claimant)

Pro Supervisor  
(Title of Lien Claimant)

Company Name: The Home Depot

Address: 545 S. Telegraph Rd

Telephone: (248) 253-8950

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





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with KOALA-T CONSTRUCTION to provide  
(Prime Contracting Party)

Helical Piers for the improvement of the property  
(Type of service)

described as CITY OF NOVI BOARDWALK BECK RD  
(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: 12/2/2018 [Signature]  
(Signature of Lien Claimant)

ROBERT HASTINGS  
(Printed Name of Lien Claimant)

OWNER  
(Title of Lien Claimant)

Company Name: HASTINGS TESTING ENGINEERS

Address: 4841 GOLF CLUB RD HOWELL, MICH 48843

Telephone: (517) 346-6121

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