



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

**Agenda Item D
June 18, 2007**

SUBJECT: Approval of the final payment to M One Limited Inc. (dba/Mark 1 Restoration Services) for masonry repairs performed at the Novi Public Library in the amount of \$19,300.

SUBMITTING DEPARTMENT: Finance

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$19,300
AMOUNT BUDGETED	\$19,300
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	268-000.00-976.000

BACKGROUND INFORMATION:

On February 8, 2007 the Novi Public Library awarded Mark 1 Restoration Services a contract to perform masonry repairs to the library facility. The project primarily encompassed grouting at recessed window lintel bearing locations, and the routing and sealing of control joints and unbounded masonry corners.

The contractor has furnished the City with a maintenance bond to repair or replace any deficiencies in labor or material effective for 2 years from the date of formal acceptance by City Council.

RECOMMENDED ACTION: Approval of the final payment to M One Limited Inc. (dba/Mark 1 Restoration Services) for masonry repairs performed at the Novi Public Library in the amount of \$19,300.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we M One Limited, Inc. dba
Mark 1 Restoration Services
hereinafter called the "Principal", and _____
The Hanover Insurance Company

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

CITY OF NOVI, MICHIGAN

Hereinafter called the "Owner," as Obligee, for the just and full sum of Eighteen Thousand
Nine Hundred and no/100's Dollars (\$ 18,900.00)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the Owner dated the _____ day of _____, for the construction of 2007 Masonry Repairs Project at
Novi Public Library
(fill-in Project Name)

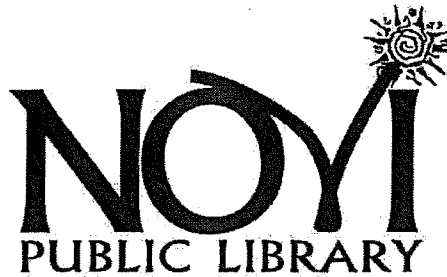
AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a Two (2) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

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

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before Two (2) year(s) of final acceptance by Owner through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

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

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



45245 W. Ten Mile Road • Novi, MI 48375 • 248-349-0720 • novi.lib.mi.us

February 8, 2007

Mark 1 Restoration Services
Kelly Dallo
19035 W. Davison
Detroit MI 48223

**Re: Award of Contract – Novi Public Library
2007 Masonry Repairs**

Dear Kelly,

This letter serves to inform you of the Novi Public Library's intent to award the contract for the 2007 Masonry Repair Project to Mark 1 Restoration Services.

As proposed in your bid, the project shall be executed in the amount not to exceed \$18,900.00 An additional allowance of \$400 will be made to secure the associated Performance Bond as required under city of Novi guidelines.

Please furnish the required Performance, Maintenance & Guarantee Bonds and Insurance documents within seven (7) calendar days or no later than February 15, 2007.

Sincerely,
The Novi Public Library

A handwritten signature in cursive script, appearing to read "Brenda J. Lussier".

Brenda J. Lussier
Director – NPL

Cc: Rochelle C. Jaffe
Finance Dept.
Purchasing

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

TO OWNER:

Novi Public Library
45245 Ten Mile Road
Novi, MI 48375

APPLICATION #

Invoice # 1

Distribution to:

Owner	8D
Architect	
Contractor	

FROM CONTRACTOR:

M One Limited, Inc
dba/Mark 1 Restoration Services
19035 West Davison
Detroit, MI 48223

VIA ARCHITECT:
NTH Consultants, Ltd.
38955 Hills Tech Drive
Farmington Hills, MI 48331

Period To: 5/7/2007
Date: 5/8/2007
Project #: 07M701

CONTRACT FOR:

CONTRACT DATE: 3/9/2007

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

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 previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1 ORIGINAL CONTRACT SUM	\$	19,300.00
2 Net Change by Change Orders	\$	0.00
3 CONTRACT SUM TO DATE (Line 1+2)	\$	19,300.00
4 TOTAL COMPLETED & STORES TO	\$	19,300.00

CONTRACTOR:

By:  Date: 5/8/2007

State of: Michigan County of: Livingston
Subscribed and sworn to before me this 8th day of May 2007
Notary Public: 
My commission expires: 03/17/2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the 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

19,300.00	\$
0.00	\$
19,300.00	\$
0.00	\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this Month		
TOTALS	\$ -	
NET CHANGES by Change Order	\$ -	

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: SEE ATTACHED ...

By: _____ Date: _____

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.

Michelle Smith
Notary Public State of Michigan
Livingston County
My Commission Expires March 11, 2012

2008 000-970 000 M.E. Mulcrone
P.D. 6/06/07

