

CITY of NOVI CITY COUNCIL

**Agenda Item G
September 27, 2010**

SUBJECT: Approval of the Final Payment to Great Lakes Roofing, Inc., for the Salt Dome Roof Repair project, in the amount of \$29,085.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division 

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$29,085
AMOUNT BUDGETED	\$40,000
LINE ITEM NUMBER	101-442.20-976.000 (Building Improvements)

BACKGROUND INFORMATION:

On June 7, 2010 the Novi City Council awarded a construction contract for the Salt Dome Roof Repair project to Great Lakes Roofing Inc. City staff administered the project that replaced damaged structural roof panels, repaired the ventilation and fan enclosure, removed and replaced shingles and sheathing, and identified electrical disconnects. Great Lakes Roofing Inc., has submitted all documents verifying the final contract payment amount.

The roof repair work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$29,085 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's September 20, 2010 letter, attached).

RECOMMENDED ACTION: Approval of the Final Payment to Great Lakes Roofing, Inc., for the Salt Dome Roof Repair project, in the amount of \$29,085.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

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

September 20, 2010

30903 Northwestern Highway
P.O. Box 3048
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secrestwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secrestwardle.com

Suzanne Moreno, Finance Department
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

Re: **Salt Dome Roof Repair**
Great Lakes Roofing, Inc. – Closing Documents
Our File No. 55142 NOV

Dear Ms. Moreno:

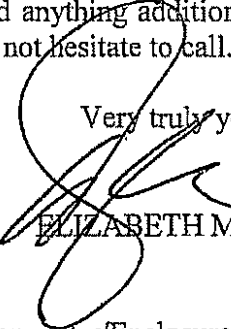
We have received and reviewed the following closing documents for the City's Salt Dome Roof Repair Project:

- Invoice/Application for Payment
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien (General and Subcontractor)
- Maintenance and Guarantee Bond

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

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosure

cc: Clay Pearson, City Manager (w/Enclosure)
Kathy Smith-Roy, Finance Director (w/Enclosure)
Matt Wiktorowski, Field Operations Senior Manager (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

1492242_1.doc



GREAT LAKES ROOFING INC.
 1655 E. AUBURN RD.
 ROCHESTER HILLS, MI. 48307
 OFFICE 248-853-0022
 FAX 248-853-0330

INVOICE

BILLING DATE
7/25/2010
INVOICE #
2010-791

CUSTOMER INFORMATION
CITY OF NOVI PURCHASING DEPT. 45175 WEST TEN MILE RD. NOVI, MI. 48375

ADDRESS
26300 DELWAL
PROJECT
Salt Dome

ITEM	DESCRIPTION OF WORK	AMOUNT DUE
ROOFING	LINE ITEM # 101-442.20-976.000 BUILDING IMPROVEMENTS COMPLETE TEAR OFF. INSTALL GAF TIMBERLINE P30 SHINGLES. COLOR FOX HOLLOW GRAY.	28,760.00
MISCELLANEOUS	ELECTRIC SYSTEM DIAGNOSIS. 5 HOURS @ \$65.00 PER HOUR	325.00

TOTAL DUE =	\$29,085.00
Balance Due	\$29,085.00

REQUIRED BOND LANGUAGE

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Great Lakes Roofing Inc.
hereinafter called the "Principal", and AMCO Insurance Company
1100 Locust St Des Moines, Iowa 50391

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

CITY OF NOVI, MICHIGAN

Hereinafter called the "Owner," as Obligees, for the just and full sum of Thirty Thousand Sixty
Dollars and no/100 Dollars (\$30,060.00)

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
16th day of June 2010, for the construction of

Salt Dome Roof Repair

AND WHEREAS, this Contract was awarded upon the express condition that the
Principal would maintain and repair the project in accordance with the standards, specifications and requirements of the
City Council, and

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

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

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

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

REQUIRED BOND LANGUAGE

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

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

Signed and Sealed this 16th day of June 2010

In the Presence of:

WITNESS

(fill-in name of construction contractor)

Great Lakes Roofing, Inc.

Principal

James Wiese

Title

President

Surety

AMCO Insurance Company

Title

Robert Carabelli, Attorney in Fact
Address of Surety

1100 Locust Street

BDA 7900674480

Bond No.

City

Zip Code

Des Moines, Iowa 50391

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707
PROJECT:(name, address)
Salt Dome Roof Repair

Bond No. Bda 7900674480

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

ARCHITECT'S PROJECT NO
CONTRACT FOR

CONTRACTOR Great Lakes Roofing, Inc.
1655 E. Auburn Rd
Rochester Hills, MI 48307

CONTRACT DATE

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)

AMCO Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

, SURETY COMPANY

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

Great Lakes Roofing, Inc.
1655 E. Auburn Rd
Rochester Hills, MI 48307

, CONTRACTOR,

hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Novi
45175 West Ten Mile Rd
Novi, MI 48375

, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this

20th day of September, 2010



AMCO INSURANCE COMPANY
Surety Company

Robert L. Carabelli
Signature of Authorized Representative

Attest
(Seal)

Robert Carabelli, Attorney-in-Fact
Title

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Robert Carabelli

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Hundred Thousand and no/100

\$100,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

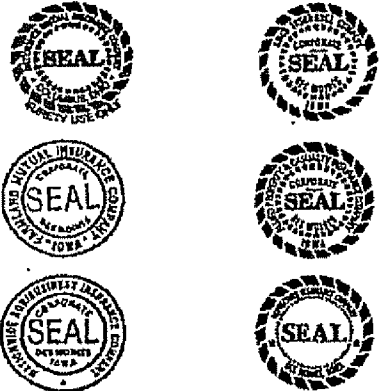
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 11th day of August, 2009.



[Handwritten signature of Gary A. Douglas]

Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK; ss
On this 11th day of August, 2009, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



[Handwritten signature of Sandy Alitz]
Notary Public
My Commission Expires
March 24, 2011

CERTIFICATE

I, Kathy R. Richards, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 20th day of September, 20 10.

[Handwritten signature of Kathy R. Richards]
Assistant Secretary

This Power of Attorney Expires 08/11/2012



Corporate Office
36340 Van Born Rd. • P.O. Box 609 • Wayne, MI 48184
Ph.: 734-722-3460 • Fax: 734-722-7468

www.wimsattdirect.com

FULL UNCONDITIONAL WAIVER

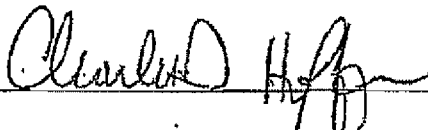
My/our contract with GREAT LAKES ROOFING
to provide **ROOFING MATERIAL** for the improvement of the property
described as:

CITY OF NOVI
26300 DELWAL
NOVI, MI 48375

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the
described property are 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.

Wimsatt Building Materials Corporation
36340 Van Born Road
Wayne, Michigan 48184
(734) 722-3460

By: 
Its: V.P. Finance & Administration

Date: August 13, 2010

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

Account Code: GREL00
jm

LANSING 1615 E. Miller Rd. Lansing, MI 48911 Ph.: 517-272-6900 Fax: 517-272-6933	SAGINAW 3460 Bay Rd. Saginaw, MI 48603 Ph.: 989-497-0100 Fax: 989-497-1991	STERLING HEIGHTS 33663 Mound Rd. Sterling Heights, MI 48310 Ph.: 586-978-8740 Fax: 586-978-8910	TRAVERSE CITY 7201 E. M-72 Williamsburg, MI 49690 Ph.: 231-267-5700 Fax: 231-267-5742	WATERFORD 1131 Sylvertis Rd. Waterford, MI 48328 Ph.: 248-673-7435 Fax: 248-673-2830
--	--	---	---	--

SWORN STATEMENT

STATE OF MICHIGAN)
) SS
 COUNTY OF OAKLAND)

James A Wiese being duly sworn, deposes and says:

That GREAT LAKES ROOFING INC. is

the (contractor) (sub-contractor) for an improvement to the following described real property situated in

OAKLAND County, Michigan. Described as follows SALT DOME
 (Insert Legal Description)

CITY OF NOVI, 26300 DELWAL DR. NOVI, MI 48375
 of Property)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages of fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows.

NAME OF SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	AMOUNT OF LABORER WAGES DUE	AMOUNT OF LABORER FRINGE BENEFITS AND WITHHOLDINGS DUE BUT UNPAID
GREAT LAKES ROOFING	LABOR & MATERIAL					
	ALL	MATERIAL	AND	LABOR	PAID IN FULL	
TOTALS						

That the contractor has not procured material from, or subcontracted with any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or, as ROOFING of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980 as amended, being Section 570 1109 of the Michigan Compiled Laws.

WARNING AN OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION LIEN ACT TO DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Deponent James A. Wiese

WARNING TO DEPONENT A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980. AS AMENDED, BEING SECTION 5701110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 13 day of August 2010

Serald E. Wiese
 Notary Public Macomb
 County, Michigan. My commission expires: 10/01/12

FULL CONDITIONAL WAIVER

My/our contract with CITY OF NOVI

to provide ROOFING MATERIAL AND LABOR

for the improvement of the property described as: SALT DOME


26300 DELWAL, NOVI, MI 48375

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

This waiver is conditioned on actual payment of \$30060.00

James A. Wiese

(Printed Name of lien claimant)



(Signature of lien claimant)

Signed on 8/13/10

Address: 1855 E. Auburn Rd.

Rochester Hills, MI. 48307

Telephone: 248-853-0022

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