NOVI cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item. H September 26, 2011

SUBJECT: Approval of final payment to H2O Irrigation, Inc. for the Fuerst Park Irrigation

Improvements project in the amount of \$9,374.21.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division Buc

Parks, Recreation and Cultural Services

CITY MANAGER APPROVA

EXPENDITURE REQUIRED	\$40,005
AMOUNT BUDGETED	\$323,000
LINE ITEM NUMBER	208-691.00-974.050

BACKGROUND INFORMATION:

This project included a portion of the second phase of the development of Fuerst Park, approved in the FY2010-11 Capital Improvement Program. Johnson Hill Land Ethics Studio (JHLE) assisted staff with the design and layout of the park irrigation and lighting components of Fuerst Park Phase 2. The park lighting project was awarded as a separate contract. The construction contract was awarded to H2O Irrigation, Inc. at the April 4, 2011 City Council meeting in the amount of \$44,960.

The project was administered and inspected using in-house Engineering staff. The contractor has completed all contract items for the project and has submitted the applicable documentation for final payment (attached).

There were two (2) approved change orders resulting in a net decrease of \$4,954.84 to the construction contract. The first change order was approved on May 25, 2011 for an increase of \$3,835.16 to irrigate an additional area of the park. The second change order resulted in a decrease of \$8,790.00 for the removal of contract items that were determined to be unnecessary due to field changes during construction. The approved change orders resulted in a final contract price of \$40,005.16.

RECOMMENDED ACTION: Approval of final payment to H2O Irrigation, Inc. for the Fuerst Park Irrigation Improvements project in the amount of \$9,374.21.

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

	1	2	Υ	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				



September 15, 2011

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

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

Elizabeth M. Kudla Direct: 248-539-2846 bkudla@secrestvurdle.com Fuerst Park Phase 2 Improvements - Irrigation *H20Irrigation, Inc.*

Our File No. 55142 NOV

Dear Ms. Moreno:

Re:

We have received and reviewed the following closing documents for the Fuerst Park Phase 2 Improvements - Irrigation Contract:

- Change Orders No. 1 and No. 2
- Application for Final Payment
- Maintenance and Guarantee Bond
- Waivers of Lien
- · Consent of Surety to final payment
- Contractor's Sworn Statement

Subject to the approval of the Final Pay Estimate by 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

C: Clay Pearson, City Manager
Kathy Smith-Roy, Finance Director
Marina Neumaier, Assistant Finance Director
Aaron Staup, Construction Engineering Coordinator
Nathan Bouvy, Staff Engineer
Thomas R. Schultz, Esquire

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CITY OF NOVI

26300 Delwal Drive Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Fuerst Park Phase 2 - Irrigation

NOVI PROJECT NO.:

PAYMENT NO .:

FINAL

OWNER:

City of Novi

ENGINEER:

Johnson Hill Land Ethics Studio

CONTRACTOR:

H2O Irrigation, Inc.

45175 W. Ten Mile Road Novi. Michigan 48375 516 East Washington Street Ann Arbor, Michigan 48104 14280 Industrial Center Drive Shelby Township, Michigan 48315

CONTRACT AMOUNT

COMPLETION DATE

DATES OF ESTIMATE

ORIGINAL:

\$ 44,960,00

ORIGINAL:

June 1, 2011

FROM:

August 15, 2011

REVISED:

\$ 40,005.16

REVISED: June 3, 2011

TO:

September 15, 2011

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item				CONTRAC	T ITEMS	(Original)	c	CONT	TRACT ITEMS	S (Re	vised)		T	HIS PERIOD				TOTAL TO DATE	
No.	Description of Item	Unît	Quantity	Cost	/Unit	Total Amt	Quantity		Cost/Unit		Total Amt	Quantity		Amount	%	Quantity		Amount	%
0			and the second			100			Applific (100%		icen en
1	Mobilization/General Conditions	LS	1	\$	200.00	\$ 200.00	1	\$	200.00	\$	200.00					1	\$	200.00	100%
2	2" Mainline, piping, wiring, etc.	LS	1	\$ 6,	_00.008,	\$ 6,800.00	1	\$	6,800,00	\$	6,800.00	0,15	\$	1,020.00	15%	1	\$	6,800.00	100%
3	Controller, rain sen., set-up, etc.	LS	1	\$ 3,	,900.00	\$ 3,900.00	_1	\$	3,900.00	\$	3,900.00	0.15	\$	585.00	15%	1	\$	00.009,8	100%
4	RPA, meter install, enclosure, etc.	LS	1	\$ 3,	.000.00	\$ 3,000.00	1	\$	3,000.00	\$	3,000.00	0.15	\$	450.00	15%	1	\$	3,000.00	100%
5	Area A, complete	LS	1	\$ 1,	,200.00	\$ 1,200.00	1	\$	1,200.00	\$	1,200.00	0.15	\$	180.00	15%	1	\$	1,200.00	100%
6	Area B, complete	LS _	1	\$ 4,	,000.000	\$ 4,000.00	1	\$	4,000.00	\$	4,000.00	0.15	\$	600.00	15%	1	\$	4,000.00	100%
7	Tap Fee Allowance	EA	2	\$ 2,	,545.00	\$ 5,090.00	0	\$	2,545.00										
8	Water Connection Fee Allowance	EA	2	\$ 1.	.850.00	\$ 3,700.00_	0	\$	1,850.00										
9	Area C, complete (A1)	LS	1	\$ 9,	,370.00	\$ 9,370.00	1	\$	9,370.00	\$	9,370.00	0.15	\$	1,405.50	15%	1	\$	9,370.00	100%
10	Area D, complete (A2)	LS	1	\$ 3,	,000.00	\$ 3,000.00	1	\$	3,000,00	\$	3,000.00	0.15	\$	450.00	15%	1	\$	3,000.00	100%
11	Area E, complete (A3)	LS	11	\$ 4,	,700.00	\$ 4,700.00	1	\$	4,700.00	\$	4,700.00	0.15	\$	705.00	15%	1	\$_	4,700.00	100%
12										_				<u> </u>					
13	Change Order No. 1				_														
14	Extend mainline and quick coupler	LS					1	\$	370.82	\$	370.82	0.15	\$	55,62	15%	1_	\$	370.82	100%
15	Additional zones in Area C	LS					1	\$	3,464.34	\$	3,464.34	0.15	\$.	519.65	15%	1	\$	3,464.34	100%
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CITY OF NOVI

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cityofnovLorg							
Section 2.							
And the second s	OTHER PROPERTY AND ADDRESS OF THE PARTY OF T	APPLICATION	FOR FIN	IAL PAYMENT		The state of the s	64 31 31 31 31 31 31 31 31 31 31 31 31 31
PROJECT: Fuerst Park Phase 2 - Irrigation	NOVI PROJ	JECT NO.:		•	PAYM	IENT NO.: FINAL	
Original Contract Amount:	\$	44,960.00		CHANGE O	RDERS		
Change Orders:	\$	(4,954.84)	<u>No.</u> 1	<u>Date</u> May 25, 2011	\$	<u>Amount</u> 3,835.16	
Adjusted Contract Amount to Date:	\$	40,005.16	2	September 14, 2011	\$	(8,790.00)	
Total Cost of Work Performed to Date:	\$	40,005.16					
MINUS Retainage:	0% \$	-					
MINUS Inspection "Crew Days": To Date	\$	-					•
This Pay	•	40.007.40					
Net Amt. Earned of Contract and Extra Work to Date:	\$	40,005.16					
PLUS Value of Materials Stored at Close of Period:	\$	-					
Subtotal:	\$	40,005.16					
MINUS Amount of Previous Payments:	\$	30,630.95					
1 \$ 25,257.25	*			TOTA	AL: \$	(4,954.84)	
2 \$ 5,373.70							
3 \$ -				Inspection "Crew Days" Allo		t	
4 \$ - 5 \$ -				inspection "Crew Days" Us		tract	
6 \$ -				Inspection "Crew Days" Re			
7 \$ -			•		···· •·· •		
8 \$ -							
9 \$ -							
10 \$ -	\$80 2 7.05555 555000 Jackson	o control di con la constanta de la constanta d					
BALANCE DUE THIS PAYMENT:	\$	9,374.21					



CITY OF NOVI

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Section 3.

APPLICATION FOR PROGRESS PAYMENT

PROJECT:

Print Name

Fuerst Park Phase 2 - Irrigation

NOVI PROJECT NO.:

PAYMENT NO.:

3

for Payment; (2) title to all Work, materials, and equipment listed in or covered by this Application for Payment will pas clear of all leins, claims, security interest, and encumberen acceptable to OWNER indemnifying OWNER against any encumberence); and (3) all Work covered by this Application the Contract Documents and not defective as that term is contract.	s to OWNER at time ces (except such as such lein, claim secu on for Payment is in a	of payment free and are covered by Bond urity interest, or accordance with	
HOS IFFESTER	Date:	9-6-11	
Contractor Company			
Contractor Authorized Signature			
Print Name			
	Date:		
Consultant Firm			
Consultant Authorized Signature			
Bv:			

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

Payment of is recomm.	of the above AMOUNT DUE THIS APPLICATION ended.
CITY OF A	Laux taux
Ву:	Aaron J. Staup, Construction Engineering Coordinator
Dated:	9/15/11
	E-Cl
Ву:	Brian Coburn, Engineering Manager
	G los I

MI 48316

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we	H2O Irrigation, Inc. 14280 Industrial Drive, Shelby Twp.,
horeinafter called the "Principal", and	
Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117	7
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
Forty Four Thousand Nine Hundred Sixty and 00/100ths for the payment whereof, well and truly to be made, we bind administrators, successors, and assigns, jointly and severally, finnly by	
WHEREAS, the above named Principal was awarded a Contraction of, for the construction of	ot by the OWNER dated the
Fuerst Park Phase 2 Improvements Underground Irrigation	
AND WHEREAS, this Contract was awarded upo Principal would furnish a one (1) year Maintenance Bond from the dat Council to repair or replace any deficiencies in Labor or Material;	
AND WHEREAS, the Principal warrants the workman construction installation, and completion of said project to be of a completed in a workmanlike manner in accordance with the standards, the said job;	good quality and constructed and
NOW, THEREFORE, the condition of this obligation shall replace such defective material and shall repair all defects due materials that shall occur on or before one (1) year of final acceptance the City Council, then this obligation shall be void, otherwise to be a virtue.	to defective workmanship and/or by OWNER through resolution of
If the Principal does not correct defects reported in writing by the OWN repair or replacement as directed by the OWNER within the time requiseven (7) days from service of the notice, the OWNER shall have the performance of the corrections, with all costs and expenses in doing sequal to twenty-five percent (25%) of the repair costs, charged to and to Surety.	uired, which shall not be less than he right to perform or secure the so, including an administrative fee

Fuerst Park
Phase 2 Improvements
Underground Irrigation

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.

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 6t	day of April , 2011.
In the Presence of:	
WITNESS Frick Rolling	(fill-in name of construction CONTRACTOR) H2O Irrigation, Inc.
Andu Pretkoustri	Principal A
Christia a Sarefa	Title Western Surety Company
Jennifer A. Gareffa	Surety Stheun M. Delan
Oxideholad	Title Kathleen M. Irelan, Attorney-In-Fact .P.O. Box 5077
Kristen De Long	Address of Surety Sioux Falls, SD 57117
Bond No. 71090332	City Zip Code

SWORN STATEMENT

	Mike Rulkowski			, beir	ng sworn, st	ates the followi	ng:		
	o, is the contractor for ad County, Michigan, o				following				
	Fuerst Pa	ark Pha	ase 2 - Irriga	ation •	corner of Te	en Mile & Taft R	toad Novi, Mi		
	(Insert legal descrip							Project.)	
That the following enefits and withholding ontract with the own orrectly and fully set for	ner or lessee of the	, with v	vhom the co erty, and ti	ontrac	tor/subcont	ractor has cont	racted/subcontr	acted for perforr	nance under the
Name of subcontractor,	Type of Improvement		Total contract	1	Amount already	Amount currently	Batance to complete	Amount of laborer wages due	Amount of laborer fringe benefits and withholdings due
supplier or laborer I2O Irrigation	furnished	s	price 36,263.44	\$	paki 36,263.44	owing	(optional)	but unpaid	but unpaid
ohn Deere Landscapes		\$	3,742.83	\$	3,742.83	-			
		+	_						_
					-				
nere are no subcont	tractors and/or supp	liers o	ther than t	hose	listed abov	e			
l of our wages, ben	efits, fringes, taxes,	and w	ithholdinas						
	1	\neg	numoidinga	are	paid in full	as per the con	tract.	+	
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FULL UNCONDITIONAL WAIVER

MY / OUR CONTRACT with City of Novi

to provide <u>Underground Irrigation</u>

for the improvement of the property described as:

Fuerst Park Phase 2 - Irrigation

having been fully paid and satisfied, all my / our construction lien rights or bond claim rights against such property are hereby waived and released.

(Name of subcontractor / supplier)

H2O Irrigation, Inc.

Mike Rutkowski

(Signature of lien claimant)

Address:

_14280 Industrial Center Drive

Shelby Twp., MI 48315

Telephone:

586-532-0230

Signed on: 9-7-1

DO NOT SIGN BLANK OR INCOMPLETE FORMS

RETAIN A COPY

UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIEN

STATE OF GEORGIA COUNTY OF FORSYTH

586-532-0236

THE UNDERSIGNED LIENOR, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to H2O Irrigation Inc. on the Fuerst Park Phase Two Improvements project to the following described property:

FUERST PARK PHASE TWO IMPROVEMENTS CORNER OF TEN MILE AND TAFT ROAD **NOVI, MI 48375**

Dated on September 1, 2011

John Deere Landscapes

1060 Windward Ridge Pkwy.

Suite 170

Alpharetta, GA 30005

Jessica Allen

Its: Risk & Recovery Analyst

The foregoing instrument was acknowledged before me September 1, 2011, by Jessica

Allen, who is personally known to me.

Notary Public, State of Georgia

My Commission Expires: 11 | 11 | 20 | >___





CHANGE ORDER No. ___1

Project:						
Owner:	City of Novi 26300 Delwa	I Drive	Engin		ill Land Ethics Stu	
	Novi, Michiga			Ann Arbor,	Vashington Street Ml. 48104	·
	(248) 735-56			(734) 668-7		
Contractors	H2O Irrigatio	n, Inc				
_ = = 1161 40 1017	14280 Indust	rial Center Dri				
	Shelby Town	ship, Ml. 4831				
	(586) 532-02			<u></u>		
Drafted Dat	ie:	Ma	ay 25, 2011			
Description	n/Reasoning:	Extend mainlin	ne and add a guide	Coupler in the wild	flower area as well	as install
ihuon		additional zone	es around the wild:	flower area which w	vas deleted (Area C	
		spray heads, v	alves, lateral pipin	g, decoders, etc.		
				_		
					the contract docu	
This change	order reflects	work complete	ed or anticipated	l. Documentation	supporting these	changes
				ot plans and spec	cifications will be a	agnered to
WILLIAM TO THE	ifically change	d by this chan-	ge order docume			
unicaa apet	ilically change	d by this chang	ge order docume			
				ent.		\$3.835.46
THE CONT	RACT AMOUN	NT SHALL BE	ge order docume	ent.		\$3,835.16
THE CONT		NT SHALL BE		ent.		\$3,835.16 \$44,960.00
THE CONTI	RACT AMOUN	NT SHALL BE		ent.		
THE CONTI	RACT AMOUN CONTRACT A REVIOUS APP	NT SHALL BE MOUNT: ROVED CHAI	CHANGED BY	ent.		\$44,960.00 \$0.00
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New Contract Items

					Contrac	t Price
<u>Item No.</u>	Item Description	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Add</u>	Deduct
12	Extend Mainline and Quick Coupler	LS	\$370.82	1	\$370.82	
13	Additional zones in Area C	LS	\$3,464.34	1	\$3,464.34	
					-	
				_		
				Subtotals	\$3,835.16	
(\$3,835.16 is	s 8.5% increase in contract cost)			Total	_	\$3,835.16

Estimated Increase/Decrease in Contract Price	\$3,835.16
Original Contract Amount	\$44,960.00
Sum of Previous Approved Change Orders	\$0.00
Estimated Revised Contract Amount	\$48 795.16

^{*}Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum.

Accepted By:	Date: 6/6/1/
Mike Rutkowski - H2O Injection, Inc. Prepared By: Aaron J. Staup, Construction Engineer	Date: 5/25/11
Recommended By: Aaron J. Staup, Construction Engineer	Date: 5/25/11
Approved By: Brian Coburn, P.E., Engineer Manager	Date: 5/25/11

city of a vi, or g	CHANGE ORDER No. 2	<u>.</u>
Project: Fuerst Park	Phase II - Irrigation	
Owner: City of Novi 26300 Delwa Novi, Michiga (248) 735-56	Engineer: Johnson Hill Land E 1 Drive In 48375 East Washingto Ann Arbor, Michigan	n Street
	n, Inc. rial Center Drive ship, Michigan 48315	
Drafted Date: Description/Reasoning:	September 14, 2011 Water service for the perk is now being served from the existing the service from the existing the service from the contract. Water service for the perk is now being served from the contract.	
This change order reflects are on file with the City of t	hereby directed to comply with the changes to the contr work completed or anticipated. Documentation supportin lovi's Engineer. Current project plans and specifications it by this change order document.	g these changes
THE CONTRACT AMOUN	T SHALL BE CHANGED BY THE SUM OF:	-\$8,790.00
ORIGINAL CONTRACT A	MOUNT:	\$44,960,00
SUM OF PREVIOUS APP	ROVED CHANGE ORDERS:	\$3,835.16
REVISED CONTRACT AN	IOUNT;	\$40,005.16
THE CHANGES ADDRES	SED BY THIS CHANGE ORDER HEREBY INCREASE Day(s) to Substantial or Final Cor	
***Where applicable, atta Accepted By:	Ceneral Contractor	alulu
Prepared By:	JA Date gonavilling Engineer	ə:
Recommended By:	Aatonu. Staup Construction Engineer	e: 9/14/11
Approved By:	Brien Coburn, P.E., Engineer Menager	9/14/11

NOVI cityofnevi.org	WORK CHANG	E DIRECT	IVE No	2		
,	Sholby Township, Michigan 483	IS	ואי והבון יאי	versprugue to		<u> </u>
1						
(Dononina)	Whater comine to the Dark is now bellied:	RAINAGO NIONN NIG	pviania riminia	[16] UP [기구]		
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	Exis	ling Contra	cf Itams			
	Person	3 - 01144	1		Contrac	t Price
Item No.	Item Description	Unit	Unit Price	Quantity	Add	Deduct
7	Tap Fee Allowance	LS	\$2,545,00	2		\$5,090,00
8	Water Connection Fee Allowance	LS	\$1,850,00	2		\$3,700.00
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
1		<u> </u>				
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				Subtotals	\$0,00	\$8,790.00

ı		New Contract	Items		Contrac	1 Price
Item No.	Item Description	<u>Unit</u>	Unit Price	Quantity	Add	Deduct
				Subtotals Total	\$0.00	\$0.00
stimated Incre	ase/Decrease in Contr	act Price	·			\$8,790.00
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