

CITY of NOVI CITY COUNCIL

**Agenda Item C
September 9, 2019**

SUBJECT: Approval of the final payment to Arbor Master Tree Service, Inc., for tree clearing related to the Flint/Bond Street and Crescent Boulevard projects, in the amount of \$4,741.78, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 1,981.89 Crescent Blvd <u>\$ 2,759.89 Flint/Bond Street</u> \$ 4,741.78 Total
AMOUNT BUDGETED	\$ 5,784,388.00 Crescent Blvd (FY 2018-19 Budget) <u>\$ 226,865.00 Flint/Bond Street (FY 2018-19 Budget)</u> \$ 6,011,253.50 Total
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-202.00-865.260 Crescent Blvd 203-203.00-865.261 Flint/Bond Street

BACKGROUND INFORMATION: This project was a pre-emptive task of clearing the trees and vegetation for the final two phases of the "ring road" – Flint/Bond Street (southwest quadrant) and Crescent Boulevard (northwest quadrant). The "ring road" is included in the City's Master Plan around the intersection of Novi Road and Grand River Avenue to improve motorist safety, relieve traffic congestion and provide access to vacant land that does not have frontage on either Grand River Avenue or Novi Road. Crescent Boulevard includes a 1,050 foot long, four-lane boulevard connecting Novi Road and Grand River Avenue in the northwest quadrant of the intersection and a 650-foot long industrial spur road. Trees and vegetation clearing also occurred along the future limits of the proposed industrial spur road.

The construction contract was awarded for this project at the February 11, 2019 City Council meeting to Arbor Master Tree Service, Inc., in the amount of \$85,762.50. Engineering staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$4,741.78 due to the Contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (August 20, 2019). There were two (2) approved change orders issued for this project resulting in an overall increase of \$7,010.50 to the construction contract, or 8.2% over the awarded amount. The approved change orders resulted in a final contract price of \$92,773.00.

RECOMMENDED ACTION: Approval of the final payment to Arbor Master Tree Service, Inc., for tree clearing related to the Flint/Bond Street and Crescent Boulevard projects, in the amount of \$4,741.78, plus interest earned on retainage.

Clearing of Flint Street and Crescent Boulevard

Location Map



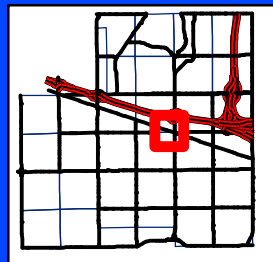
Map Author: Joseph Akers
 Date: January 7, 2019
 Project: Clearing of Flint and Crescent
 Version: 1

Amended By:
 Date:
 Department:

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.

 Limits of Clearing



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



1 inch = 504 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

August 20, 2019

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

**Re: *Flint St. & Crescent Blvd. Clearing – Arbor Master Tree Service, Inc.*
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Flint St. & Crescent Blvd. Clearing Project:

1. Application for Final Payment
2. Waiver of Lien
3. Maintenance Bond

It is our understanding that there were no subcontractors on this project and therefore a Contractor's Sworn Statement and Consent of Surety to Final Payment have not been required. Additionally, although a Maintenance Bond was not required since there is no improvement to warranty, a Maintenance Bond was provided in any event. The closing documents appear to be in order. The Contractor will be required to provide its full unconditional waiver of lien in exchange for the final payment. 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 a light blue horizontal line.

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
Ben Croy, City Engineer
Megan Mikus, Deputy Director of Public Works
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 4,741.78

PURCHASE ORDER NO.

95786

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint-Crescent Tree Clearing
NOVI PROJECT NO.: 19-2301
CIP NO.: 082-03 (Crescent) & 092-50 (Flint/Bond)
PAYMENT NO.: FINAL
OWNER: City of Novi
ENGINEER: AECOM-Great Lakes
CONTRACTOR: Arbor Master Tree Service, Inc.
CONTRACT AMOUNT: ORIGINAL: \$85,762.50
FINAL COMPLETION DATES: ORIGINAL: March 31, 2019
DATES OF ESTIMATE: FROM: March 14, 2019
REVISSED: \$92,773.00
ACTUAL: TO: March 19, 2019

SECTION 1.

COST OF COMPLETED WORK TO DATE

Table with columns: Item No., Description of Item, Unit, CONTRACT ITEMS (Original) [Quantity, Cost/Unit, Total Amt], CONTRACT ITEMS (Revised) [Quantity, Cost/Unit, Total Amt], THIS PERIOD [Quantity, Amount, %], TOTAL TO DATE [Quantity, Amount, %]. Rows include items like Mobilization, Pre-Construction Audio-Visual, Tree Protection, Erosion Control, and Tree Removal.

TOTAL THIS SHEET \$ 53,462.50 \$ 52,775.00 \$ - \$ 52,775.00 100%



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APPLICATION FOR FINAL PAYMENT

PROJECT: Flint-Crescent Tree Clearing

NOVI PROJECT NO.: 19-2301
 CIP NO.: 082-03 (Crescent) & 092-50 (Flint/Bond)

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 2 - FLINT/BOND ST TREE CLEARING <small>GL # 203-203.00-865.261</small>		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
	9	Mobilization (Max. 10%)	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00
10	Pre-Construction Audio-Visual	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
11	Tree Protection	EA	5.00	\$ 75.00	\$ 375.00	0.00	\$ 75.00					0.00		
12	Erosion Control, Silt Fence	LF	800.00	\$ 1.25	\$ 1,000.00	0.00	\$ 1.25					0.00		
13	Tree, Rem, 6-inch to 18-inch	EA	5.00	\$ 325.00	\$ 1,625.00	14.00	\$ 325.00	\$ 4,550.00				14.00	\$ 4,550.00	100%
14	Tree, Rem, 19-inch to 36-inch	EA	5.00	\$ 1,000.00	\$ 5,000.00	6.00	\$ 1,000.00	\$ 6,000.00				6.00	\$ 6,000.00	100%
15	Tree, Rem, 37-inch or Larger	EA	5.00	\$ 1,800.00	\$ 9,000.00	5.00	\$ 1,800.00	\$ 9,000.00				5.00	\$ 9,000.00	100%
16	Clearing, Special	AC	1.00	\$ 7,800.00	\$ 7,800.00	1.66	\$ 7,800.00	\$ 12,948.00				1.66	\$ 12,948.00	100%
TOTAL FROM THIS SHEET					\$ 32,300.00		\$ 39,998.00		\$ -			\$ 39,998.00		
TOTAL FROM OTHER SHEET					\$ 53,462.50		\$ 52,775.00		\$ -			\$ 52,775.00		
SUBTOTAL					\$ 85,762.50		\$ 92,773.00		\$ -			\$ 92,773.00	100%	



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APPLICATION FOR FINAL PAYMENT

PROJECT: Flint-Crescent Tree Clearing

NOVI PROJECT NO.: 19-2301

PAYMENT NO.: FINAL

CIP NO.: 082-03 (Crescent) & 092-50 (Flint/Bond)

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	%	
17			0	0	0.00	\$ -	\$ -					0.00	\$ -	
18			0	0	0.00	\$ -	\$ -					0.00	\$ -	
19			0	0	0.00	\$ -	\$ -					0.00	\$ -	
20			0	0	0.00	\$ -	\$ -					0.00	\$ -	
21			0	0	0.00	\$ -	\$ -					0.00	\$ -	
22			0	0	0.00	\$ -	\$ -					0.00	\$ -	
23			0	0	0.00	\$ -	\$ -					0.00	\$ -	
24			0	0	0.00	\$ -	\$ -					0.00	\$ -	
25			0	0	0.00	\$ -	\$ -					0.00	\$ -	
26			0	0	0.00	\$ -	\$ -					0.00	\$ -	
27			0	0	0.00	\$ -	\$ -					0.00	\$ -	
28			0	0	0.00	\$ -	\$ -					0.00	\$ -	
29			0	0	0.00	\$ -	\$ -					0.00	\$ -	
30			0	0	0.00	\$ -	\$ -					0.00	\$ -	
31			0	0	0.00	\$ -	\$ -					0.00	\$ -	
32			0	0	0.00	\$ -	\$ -					0.00	\$ -	
33			0	0	0.00	\$ -	\$ -					0.00	\$ -	
34			0	0	0.00	\$ -	\$ -					0.00	\$ -	
35			0	0	0.00	\$ -	\$ -					0.00	\$ -	
36			0	0	0.00	\$ -	\$ -					0.00	\$ -	
37			0	0	0.00	\$ -	\$ -					0.00	\$ -	
38			0	0	0.00	\$ -	\$ -					0.00	\$ -	
39			0	0	0.00	\$ -	\$ -					0.00	\$ -	
40			0	0	0.00	\$ -	\$ -					0.00	\$ -	
41			0	0	0.00	\$ -	\$ -					0.00	\$ -	
42			0	0	0.00	\$ -	\$ -					0.00	\$ -	
43			0	0	0.00	\$ -	\$ -					0.00	\$ -	
44			0	0	0.00	\$ -	\$ -					0.00	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -		\$ -			\$ -		
TOTAL FROM OTHER SHEETS					\$ 85,762.50		\$ 92,773.00		\$ -			\$ 92,773.00		
GRAND TOTAL					\$ 85,762.50		\$ 92,773.00		\$ -			\$ 92,773.00		100%



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PURCHASE ORDER NO.

95786

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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint-Crescent Tree Clearing NOVI PROJECT NO.: 19-2301 PAYMENT NO.: FINAL
CIP NO.: 082-03 (Crescent) & 092-50 (Flint/Bond)

Original Contract Amount: \$ 85,762.50

Change Orders: \$ 7,010.50

Adjusted Contract Amount to Date: \$ 92,773.00

Total Cost of Work Performed to Date: \$ 92,773.00

MINUS Retainage: \$ 0%

MINUS Inspection "Crew Days": To Date \$ 11.00

This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 90,673.00

MINUS L.D.'s: # of days over = \$

\$ amount/day = \$900

Subtotal: \$ 90,673.00

ADD Incentive "Crew Days", if under: \$

Subtotal: \$ 90,673.00

MINUS Amount of Previous Payments: \$ 85,931.22

- 1 \$ 85,931.22
- 2 \$ -
- 3 \$ -
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

BALANCE DUE THIS PAYMENT: \$ 4,741.78

CHANGE ORDERS

No.	Date	Amount
1	March 1, 2019	\$ 9,073.00
2	March 19, 2019	\$ (2,062.50)
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL: \$ 7,010.50

Inspection "Crew Days" Allowed per Contract:	6.00
Additional "Crew Days" per Change Orders:	2.00
Total Inspection "Crew Days" Allowed:	8.00
Inspection "Crew Days" Used to Date:	11.00
Inspection "Crew Days" Remaining:	-3.00



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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint-Crescent Tree Clearing NOVI PROJECT NO.: 19-2301 PAYMENT NO.: FINAL
CIP NO.: 082-03 (Crescent) & 092-50 (Flint/Bond)


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

Shawn Dondzila 8/11/19

Arbor Master Tree Service, Inc.
CONTRACTOR - Electronic Signature Certification


Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi,
ou=Engineering Division,
email=astaup@cityofnovi.org, c=US
Date: 2019.08.16 13:46:36 -04'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Dominic P. Conti Dominic P. Conti
Aug 15 2019 3:35 PM

AECOM-Great Lakes
CONSULTANT - Electronic Signature Certification



George D. Melistas, Engineering Senior Manager
Electronic Signature Certification

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.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72126617

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Donald S. Murphy, Jr.

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Arbor Master Tree Service, Inc.

Obligee: City of Novi - Engineering Division

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect:

"Section 7 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."

If Bond No. 72126617 is not issued on or before midnight of August 23, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

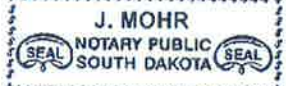
I, Donald S. Murphy, Jr., of Western Surety Company, has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its Secretary, Paul T. Bruflat, on this 16th day of July, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 16th day of July, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My commission Expires June 23, 2019.
I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 16th day of July, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Western Surety Company

MAINTENANCE BOND

Bond Number: 7-126617

KNOW ALL PERSONS BY THESE PRESENTS, That we Arbor Master Tree Service, Inc.
 _____ of
10611 Pine Bluff Ave., Whitmore Lake, MI 48189, hereinafter
 referred to as the Principal, and _____
Western Surety Company
 as Surety, are held and firmly bound unto City of Novi - Engineering Division
 of 26900 Lee Road, Novi, MI 48225, hereinafter
 referred to as the Oblgee, in the sum of 507100
Eighty-Five Thousand Seven Hundred Sixty-Two and
00/100
 Dollars (\$ 85,762.50), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the City of Novi - Engineering Division
 _____ dated
07/12/2019 for Flint St. & Crescent Blvd. Clearing

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
One (1) year(s) after approval of the final estimate on said job by the owner, against all defects in
 workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on July 16, 2019

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
 Oblgee for all loss that the Oblgee may sustain by reason of any defective materials or workmanship which
 become apparent during the period of One (1) year(s) from and after July 16, 2019
 then this obligation shall be void, otherwise to remain in full force and effect

SIGNED, SEALED AND DATED this 16th day of July, 2019

Arbor Master Tree Service, Inc.
 (Principal)

By 

Western Surety Company
 (Surety)

By  Donald E. Murphy Jr. Attorney





FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with The City of Novi to provide
(Prime Contracting Party)
Land Clearing for the improvement of the property
(Type of service)
described as Flint / Crescent Rd 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: 6/20/19

[Signature]
(Signature of Lien Claimant)

Shawn Dondzila
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: Arbor Master Tree Service Inc
Address: 10611 Pine Bluff Ave Whitmore Lake
Telephone: 734-945-3306 MI 48189

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