

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item E
January 23, 2012

SUBJECT: Approval of the final balancing change order and final pay estimate to Z-Contractors, Inc., for the Cranbrooke Drive Bridge Repair project in the amount of \$8,590.54.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BLV*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 8,590.54
AMOUNT BUDGETED	\$233,300
LINE ITEM NUMBER	204-204.00-865.942

BACKGROUND INFORMATION:

The purpose of this project was to rehabilitate the Cranbrooke Drive Bridge over Ingersol Creek to prolong the useful life of the bridge. Specifically, the project included the replacement of deteriorated concrete at each approach, replacement of the outer bridge beams, replacement of the bridge barrier railing, the repair of the slope paving under the bridge, and placement of rip-rap along the stream bank under the bridge to prevent future scouring that would eventually undermine the bridge. The construction contract was awarded to Z-Contractors, Inc. at the June 20, 2011 City Council meeting in the amount of \$202,177.

Staff worked with the City's consulting engineer for this project, URS Corporation (URS) to administer the construction contract, inspect the contractor's work and to submit the attached documents verifying the final contract payment amount that is due to the contractor, Z-Contractors, Inc. (Final Pay Estimate No. 2 and Balancing Change Order No. 1, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Kudla's December 12, 2011 letter, attached).

There was one (1) approved balancing change order for unused line item quantities in the contract resulting in a net decrease of \$14,412 to the construction contract. The approved change order resulted in a final contract price of \$187,765.

RECOMMENDED ACTION: Approval of the final balancing change order and final pay estimate to Z-Contractors, Inc., for the Cranbrooke Drive Bridge Repair project in the amount of \$8,590.54.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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



Cranbrooke Drive Bridge Railing BEFORE



Cranbrooke Drive Bridge Railing AFTER



Underside of Cranbrooke Drive Bridge Railing BEFORE



Underside of Cranbrooke Drive with slope stabilization AFTER

December 12, 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@secrestwardle.com

**Re: Cranbrooke Drive Bridge Repair
Z Contractors, Inc.
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Cranbrooke Drive Bridge Repair Project Contract:

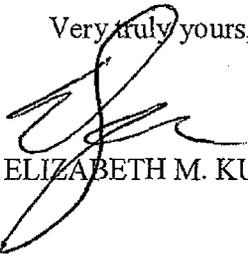
- Application for Final Payment No. 2
- Balancing Change Order No. 1
- Maintenance and Guarantee Bond (original)
- Waivers of Lien
- Consent of Surety to final payment
- Contractor's Sworn Statement

Subject to the approval of the Final Pay Estimate by City staff, the closing documents appear to be in order.

It is our understanding that Z Contractors, Inc. will provide its full unconditional waiver of lien at the time it picks up the final payment. Please note, the original bonds are being forwarded to the City Clerk's Office with this letter.

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
Enclosures

C: Maryanne Cornelius, Clerk (w/Original Bonds)
Clay Pearson, City Manager (w/Enclosures)
Kathy Smith-Roy, Finance Director (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Jason Fisher, URS (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Cranbrooke Drive Bridge Repair NOVI PROJECT NO.: PAYMENT NO.: FINAL
 OWNER: City of Novi ENGINEER: URS Corporation CONTRACTOR: Z Contractors
 45175 W. Ten Mile Road 27777 Franklin Road, Suite 2000 50500 Design Lane
 Novi, Michigan 48375 Southfield, Michigan 48034 Shelby, Twp., MI 48315

CONTRACT AMOUNT **COMPLETION DATE** **DATES OF ESTIMATE**
 ORIGINAL: \$ 202,176.60 ORIGINAL: September 9, 2011 FROM: September 26, 2011
 REVISED: \$ 188,212.26 REVISED: TO: November 30, 2011

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	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	%
0	Crew Days	Days	26.00	\$ 615.00	\$ 15,990.00	26.00	\$ 615.00	\$ 15,990.00				32.50	\$ 19,987.50	125%
1	Structures, Rehabilitation, Rem Portions	LS	1.00	\$ 54,000.00	\$ 54,000.00	1.00	\$ 54,000.00	\$ 54,000.00				1.00	\$ 54,000.00	100%
2	Maintaining Traffic	LS	1.00	\$ 3,600.00	\$ 3,600.00	1.00	\$ 3,600.00	\$ 3,600.00				1.00	\$ 3,600.00	100%
3	Surface Restoration	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00				1.00	\$ 4,000.00	100%
4	Precast Conc Double Tee Beam, Special, Furn	Ea	2.00	\$ 22,000.00	\$ 44,000.00	2.00	\$ 22,000.00	\$ 44,000.00				2.00	\$ 44,000.00	100%
5	Precast Conc Double Tee Beam, Special, Erect	Ea	2.00	\$ 2,679.05	\$ 5,358.10	2.00	\$ 2,679.05	\$ 5,358.10				2.00	\$ 5,358.10	100%
6	Support, Column, Temp	Ea	5.00	\$ 250.00	\$ 1,500.00		\$ 250.00	\$ -						
7	Conc Surface Coating	LS	1.00	\$ 6,949.00	\$ 6,949.00	1.00	\$ 6,949.00	\$ 6,949.00				1.00	\$ 6,949.00	100%
8	Backfill, Structure, CIP	Cyd	20.00	\$ 28.00	\$ 560.00	20.00	\$ 28.00	\$ 560.00				20.00	\$ 560.00	100%
9	Excavation, Fdn	Cyd	160.00	\$ 8.00	\$ 1,280.00	160.00	\$ 8.00	\$ 1,280.00				160.00	\$ 1,280.00	100%
10	Riprap Under Structure, Plain	Ton	184.00	\$ 88.00	\$ 16,192.00	151.50	\$ 88.00	\$ 13,332.00	0.50	\$ (44.00)	-0.3%	151.50	\$ 13,332.00	100%
11	Pavt. Rem	Syd	160.00	\$ 12.00	\$ 1,920.00	136.00	\$ 12.00	\$ 1,632.00				136.00	\$ 1,632.00	100%
12	Aggregate Base, 6 inch	Syd	160.00	\$ 10.00	\$ 1,600.00	136.00	\$ 10.00	\$ 1,360.00				136.00	\$ 1,360.00	100%
13	Conc Pavt with Integral Curb, Nonreinf, 9 inch	Syd	160.00	\$ 46.00	\$ 7,360.00	136.00	\$ 46.00	\$ 6,256.00				136.00	\$ 6,256.00	100%
14	Temporary Stream Diversion	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
15	Hand Chipping, Other Than Deck	Cft	54.00	\$ 94.00	\$ 5,076.00	13.10	\$ 94.00	\$ 1,231.40	0.10	\$ 9.40	0.8%	13.10	\$ 1,231.40	100%
16	Bearing, Elastomeric, 1/2 inch	Sft	5.00	\$ 1.00	\$ 5.00	5.00	\$ 1.00	\$ 5.00				5.00	\$ 5.00	100%
17	Patch, Forming	Sft	61.00	\$ 31.00	\$ 1,891.00	41.95	\$ 31.00	\$ 1,300.45	0.05	\$ (1.55)	-0.1%	41.95	\$ 1,300.45	100%
18	Patching Conc, C-L	Cyd	7.00	\$ 760.00	\$ 5,320.00	5.39	\$ 760.00	\$ 4,096.40	0.39	\$ 296.40	7.2%	5.39	\$ 4,096.40	100%
19	Embedded Galvanic Anode	Ea	40.00	\$ 15.00	\$ 600.00	40.00	\$ 15.00	\$ 600.00				40.00	\$ 600.00	100%
20	Slope Pavine, Conc	Syd	49.00	\$ 125.00	\$ 6,125.00	24.60	\$ 125.00	\$ 3,075.00	0.40	\$ (50.00)	-1.6%	24.60	\$ 3,075.00	100%
21	Substructure Conc	Cyd	3.00	\$ 790.00	\$ 2,370.00	3.30	\$ 790.00	\$ 2,607.00	0.30	\$ 237.00	9.1%	3.30	\$ 2,607.00	100%
22	Joint Waterproofing	Sft	80.00	\$ 3.20	\$ 192.00	80.00	\$ 3.20	\$ 256.00				80.00	\$ 256.00	100%
23	Adhesive Anchoring of Horizontal Bar, 1/2 inch	Ea	8.00	\$ 17.00	\$ 135.00	8.00	\$ 17.00	\$ 135.00				8.00	\$ 135.00	100%
24	Adhesive Anchoring of Vertical Bar, 1/2 inch	Ea	28.00	\$ 7.50	\$ 210.00	28.00	\$ 7.50	\$ 210.00				28.00	\$ 210.00	100%
TOTAL THIS SHEET					\$ 177,244.10			\$ 162,844.35			\$ 447.25		\$ 162,844.35	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Cranbrooke Drive Bridge Repair

NOVI PROJECT NO.:

PAYMENT NO.:

FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	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	Adhesive Anchoring of Vertical Bar, 3/4 inch	Ea	8.00	\$ 8.00	\$ 64.00	8.00	\$ 8.00	\$ 64.00				8.00	\$ 64.00	100%
26	Flushing Cracks, Water	Ft	120.00	\$ 1.00	\$ 120.00	128.00	\$ 1.00	\$ 128.00				128.00	\$ 128.00	100%
27	Structural Crack, Repr	Ft	120.00	\$ 32.00	\$ 3,840.00	128.00	\$ 32.00	\$ 4,096.00				128.00	\$ 4,096.00	100%
28	Substructure Horizontal Surface Sealer	LS	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	\$ 600.00				1.00	\$ 600.00	100%
29	Reinforcement, Steel, Epoxy Coated	Lb	2700.00	\$ 1.10	\$ 2,970.00	2710.37	\$ 1.10	\$ 2,981.41	0.3700	\$ 0.41	0%	2710.37	\$ 2,981.41	100%
30	Vertical and Overhead Structure Repairs	Cft	15.00	\$ 280.00	\$ 4,200.00	5.00	\$ 280.00	\$ 1,400.00				5.00	\$ 1,400.00	100%
31	Superstructure Conc, Form, Finish, and Cure	LS	1.00	\$ 1.00	\$ 1.00	1.00	\$ 1.00	\$ 1.00				1.00	\$ 1.00	100%
32	Superstructure Conc	Cyd	5.00	\$ 740.00	\$ 3,700.00	9.00	\$ 740.00	\$ 6,660.00				9.00	\$ 6,660.00	100%
33	Expansive Waterstop	Ft	81.00	\$ 3.50	\$ 283.50	81.00	\$ 3.50	\$ 283.50				81.00	\$ 283.50	100%
34	Bridge Railing, Aesthetic Parapet Tube	Ft	46.00	\$ 199.00	\$ 9,154.00	46.00	\$ 199.00	\$ 9,154.00				46.00	\$ 9,154.00	100%
35														
36														
37														
38														
39														
40														
41														
42														
43														
44														
45														
46														
47														
48														
49														
50														
51														
52														
53														
54														
55														
56														
57														
58														
59														
TOTAL FROM THIS SHEET				\$ 24,932.50	\$ 24,932.50		\$ 25,367.91	\$ 25,367.91	\$ 0.41			\$ 25,367.91		
TOTAL FROM OTHER SHEET				\$ 177,244.10	\$ 177,244.10		\$ 162,844.35	\$ 162,844.35	\$ 447.25			\$ 162,844.35		
SUBTOTAL				\$ 202,176.60	\$ 202,176.60		\$ 188,212.26	\$ 188,212.26	\$ 447.66			\$ 188,212.26	100%	



CITY OF NOVI

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Cranbrooke Drive Bridge Repair NOVI PROJECT NO.: PAYMENT NO.: FINAL

Original Contract Amount:	\$	202,176.60
Change Orders:	\$	(13,964.34)
Adjusted Contract Amount to Date:	\$	188,212.26
Total Cost of Work Performed to Date:	\$	188,212.26
MINUS Retainage:	\$	-
MINUS Inspection "Crew Days":	To Date 32.50 \$	3,997.50
	This Pay	
Net Amt. Earned of Contract and Extra Work to Date:	\$	184,214.76
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	184,214.76
MINUS Amount of Previous Payments:	\$	175,623.81
1 \$	175,623.81	
2 \$	-	
3 \$	-	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	

CHANGE ORDERS

No.	Date	Amount
1	November 30, 2011	\$ (13,964.34)
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

TOTAL: \$ (13,964.34)

Inspection "Crew Days" Allowed per Contract:	26.0
Inspection "Crew Days" Used to Date:	32.5
Inspection "Crew Days" Remaining:	6.5

BALANCE DUE THIS PAYMENT: **\$ 8,590.95**



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Cranbrooke Drive Bridge Repair

NOVI PROJECT NO.:

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.

Z Contractors, Inc.
Contractor Company

Date: 12-21-11

[Signature]
Contractor Authorized Signature
By: BLAKE ZAPCZYNSKI
Print Name PRESIDENT

UBS Corp.
Consultant Firm

Date: 12-21-11

[Signature]
Consultant Authorized Signature
By: JASON FISHER
Print Name

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI
[Signature]
By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 1/12/12

[Signature]
By: Brian Coburn, Senior Civil Engineer

Dated: 1/12/12



**BALANCING
WORK CHANGE DIRECTIVE No. 1**

Project: Cranbrooke Drive Bridge Repair

Owner: City of Novi
45175 W. Ten Mile Rd.
Novi, Michigan 48375
(248) 735-5632

Engineer: URS Corporation
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034

Contractor: Z Contractors
50500 Design Lane
Shelby Twp., MI 48315

Drafted Date: November 30, 2011

Reasoning: Balancing contract quantities.

Existing Contract Items

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
6	Support Column, Temp	Ea	\$250.00	6.00		\$1,500.00
10	Riprap Under Structure, Plain	Ton	\$88.00	32.50		\$2,860.00
11	Pavt, Rem	Syd	\$12.00	24.00		\$288.00
12	Aggregate Base, 6 inch	Syd	\$10.00	24.00		\$240.00
13	Conc Pavt with Integral Curb, Nonreif, 9 inch	Syd	\$46.00	24.00		\$1,104.00
15	Hand Chipping Other Than Deck	Cft	\$94.00	40.90		\$3,844.60
17	Patch, Forming	Sft	\$31.00	19.05		\$590.55
18	Patch, Conc, C-L	Cyd	\$760.00	1.61		\$1,223.60
20	Slope Paving, Conc	Syd	\$125.00	24.40		\$3,050.00
21	Substructure Conc	Cyd	\$790.00	0.30	\$237.00	
22	Joint Waterproofing	Sft	\$3.20	20.00	\$64.00	
26	Flushing Cracks, Water	Ft	\$1.00	8.00	\$8.00	
27	Structural Crack Repr	Ft	\$32.00	8.00	\$256.00	
29	Reinforcement, Steel Epoxy Coated	Lb	\$1.10	10.37	\$11.41	
Subtotals					\$576.41	\$14,700.75
Total						-\$14,124.34

New Contract Items

Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
30	Vertical and Overhead Structure Repairs	Cft	\$280.00	10.00		\$2,800.00
32	Superstructure Conc	Cyd	\$740.00	4.00	\$2,960.00	
Subtotals					\$2,960.00	\$2,800.00
Total						\$160.00

Estimated Increase/Decrease in Contract Price	-\$13,964.34
Original Contract Amount	\$202,176.60
Sum of Previous Approved Change Orders	\$0.00
Estimated Revised Contract Amount	\$188,212.26

*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: Blake Zapczynski Date: 12/21/11
Z Contractors **BLAKE ZAPCZYNSKI**
PRESIDENT

Prepared By: Jason Fisher Date: 12-21-11
URS Corp - Jason Fisher, P.E.

Recommended By: Aaron J. Staup Date: 1/12/12
Aaron J. Staup, Construction Engineer

Approved By: Brian Coburn Date: 1/12/12
Brian Coburn, P.E., City Engineer



BALANCING
CHANGE ORDER No. 1

Project: Cranbrooke Drive Bridge Repair

Owner: City of Novi
45175 W. Ten Mile Rd
Novi, Michigan 48375
(248) 735-5632

Engineer: URS Corporation
27777 Franklin Road, Suite 2000
Southfield, Michigan 48034

Contractor: Z Contractors
50500 Design Lane
Shelby Twp, MI. 48315

Drafted Date: November 30, 2011

Description/Reasoning: Balancing contract quantities.

To the Contractor: You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated. Documentation supporting these changes are on file with the City of Novi's Engineer. Current project plans and specifications will be adhered to unless specifically changed by this change order document.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	-\$13,964.34
ORIGINAL CONTRACT AMOUNT:	\$202,176.60
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$0.00
REVISED CONTRACT AMOUNT:	\$188,212.26

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CONTRACT TIME BY: 0 Day(s) to Substantial or Final Completion

Where applicable, attach the corresponding number of Work Change Directive to this Change Order.

Accepted By: Blake Zapczynski Date: 12-21-11
Z Contractors **BLAKE ZAPCZYNSKI**
PRESIDENT

Prepared By: Jason Fisher Date: 12-21-11
URS Corp. - Jason Fisher, P.E.

Recommended By: Aaron J. Staup Date: 1/12/12
Aaron J. Staup, Construction Engineer

Approved By: Brian Coburn Date: 1/12/12
Brian Coburn, P.E., City Engineer



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 MACOMB

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

PRESIDENT of the Z CONTRACTORS, INC.
(Title) (Firm Name)

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

BRIDGE REPAIR
(Description of Improvement)

located at: CRANBROOKE DRIVE, NOVI, MICHIGAN

The total amount of the contract is \$184,214.35 of which I have received payment of \$175,623.81 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 nay 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 07th day of DECEMBER, 2011

Name: Z CONTRACTORS, INC.
(individual/corporation/partnership)

By: *Blake Zapczynski*
Blake Zapczynski - President

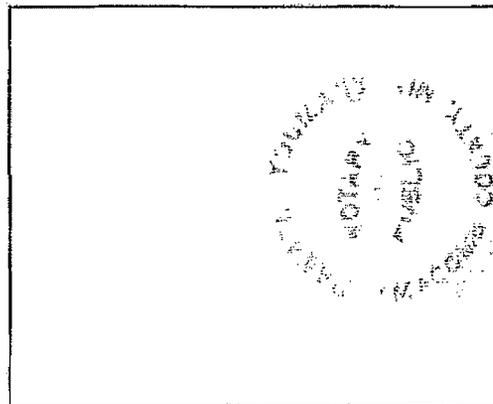
Attest: *Brooke Zapczynski*
Brooke Zapczynski - Corporate Secretary

Subscribed and sworn to before me this 07th day of DECEMBER, 2011

Notary Public: *Dana L. Youmans*

DANA L. YOUMANS
Notary Public, State of Michigan, County of Macomb
My Commission Expires February 1, 2014
Acting in the County of Macomb

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
G & M Painting Enterprises, Inc.	Surface Coating & Sealer	\$9,549.60	\$9,549.60		0.0%	\$0.00
Poco, Inc.	Maintaining Traffic	\$2,414.88	\$2,414.88		0.0%	\$0.00
TOTALS		\$11,964.48	\$11,964.48	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract:	<u>\$202,176.60</u>	Work Completed to Date:	<u>\$188,211.85</u>
Plus: Extras to Contract:	<u>\$3,299.41</u>	Total Retainage Inspection Crew Days:	<u>\$3,997.50</u>
Total: Contract plus Extras:	<u>\$205,476.01</u>	Less: Amount Previously Paid:	<u>\$175,623.81</u>
Less: Credits to Contract:	<u>\$17,711.00</u>	Less: Amount of this Request:	<u>\$8,590.54</u>
Total: Adjusted Contract:	<u>\$187,765.01</u>	Total Balance Due:	<u>\$8,590.54</u>

Z Contractors, Inc.

LETTER OF TRANSMITTAL

P.O. BOX 183670
 SHELBY TOWNSHIP, MICHIGAN 48318-3670
 TEL : 586-255-2421 ● FAX : 586-726-8481

DATE:	12/7/11	JOB NO.:	201005
Attention:	Jason D. Fisher, P.E.		
Re:	Cranbrooke Drive Bridge Repair, Novi		
TEL No.:	248-204-4923		
jason_fisher@urscorp.com			

TO: URS Corp.
 27777 Franklin Rd., Ste. 2000
 Southfield, MI 48034

- WE ARE SENDING YOU Attached Under separate cover via _____ the following items:
- Shop Drawings Prints Plans Samples Specifications
- Copy of Letter Change Order _____

COPIES	DATE	NO.	DESCRIPTION
1			Pay Application No. 2 for Final Payment
1			Balancing Work Change Directive No. 1
1			Balancing Change Order No. 1
1			Consent of Surety
1			Full Unconditional Waiver of Lien for G & M Painting
1			Full Unconditional Waiver of Lien for POCO, Inc.
			NOTE: Per a previous email, you already have the Warranty Bonds and did not need anything updated.

THESE ARE TRANSMITTED as checked below:

- For Approval Approved as submitted Resubmit _____ copies for approval
- For your use Approved as noted Submit _____ copies for distribution
- As requested Returned for corrections Return _____ corrected prints
- For review & comment For your review and approval. Please send the final payment.
- FOR BIDS DUE _____ 20 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

COPY TO: ZCI Job No. 201005 File

SIGNED: _____
 Dana Youmans
 Engineering Coordinator

If enclosures are not as noted, kindly notify us at once

**CONSENT OF SURETY
TO FINAL PAYMENT**

*AIA Document G707
(Instructions on reverse side)*
Bond No: 105607385

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

PROJECT:
Cranbrooke Drive Bridge Repair Project

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

Z Contractors, Inc.
P.O. Box 183670
Shelby Township, MI 48318-3670

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

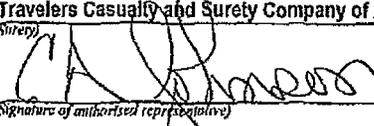
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 7, 2011
(Insert in writing the month followed by the numeric date and year)

Travelers Casualty and Surety Company of America

(Surety)

(Signature of authorized representative)

C. A. Johnson, Attorney-in-fact
(Printed name and title)

Attest:
(Seal) 



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220871

Certificate No. 004423279

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

T. R. Guy, Paul Hurley, C. A. Johnson, Linda Austin, Margaret M. Kohloff, Anne M. Barick, Robert D. Heuer, Michelle K. Buechel, Michael D. Lechner, and Kristyn M. Langbeen

of the City of Troy, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of July, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 18th day of July, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Z CONTRACTORS, INC. to provide
(Prime Contracting Party)

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

described as CRANBROOKE DRIVE BRIDGE REPAIR
(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: 12-5-11 Costandina Palaotheodorou
(Signature of Lien Claimant)

Costandina Palaotheodorou
(Printed Name of Lien Claimant)

PROJECT MANAGER
(Title of Lien Claimant)

Company Name: G & M PAINTING

Address: 18902 Quarry Road, Riverview, MI 48193

Telephone: 734-283-4456

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Z CONTRACTORS, INC. to provide
(Prime Contracting Party)

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

described as CRANBROOKE DRIVE BRIDGE REPAIR
(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: 12/2/11

Murray A. Powelson Jr.
(Signature of Lien Claimant)

MURRAY POWELSON JR.
(Printed Name of Lien Claimant)

VICE PRESIDENT
(Title of Lien Claimant)

Company Name: POCO, INC.

Address: 4850 South Sheldon Rd, Canton, MI 48188-2743

Telephone: 734-397-1677

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

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Z Contractors, Inc., hereinafter called the "Principal", and Travelers Casualty and Surety Company Of America, 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 Two Hundred and Two Thousand One Hundred and Seventy Six and 60/100 ___ Dollars (\$ 202,176.60 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 17 day of July, for the construction of

Cranbrooke Drive Bridge Repair Project

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a *one* (1) 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 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.

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.



Craubrooke Drive Bridge 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 7th day of July, 20 11.

In the Presence of:

Z Contractors, Inc.

WITNESS

Michael Phelps
Vice President

Bob Zappi
Principal
President
Title

Travelers Casualty and Surety Company of America

WITNESS

Misty Mylonakis
Lore M Barick
Mary Ann Buech

C. A. Johnson
Surety
C. A. Johnson, Attorney-in-fact
Title

One Tower Square
Address of Surety

Hartford, CT 06183
City Zip Code

105607385
Bond No.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220871

Certificate No. 004054332

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

T. R. Guy, Paul Hurley, C. A. Johnson, Linda Austin, Margaret M. Kohloff, Anne M. Barick, Robert D. Heuer, Michelle K. Buechel, Michael D. Lechner, and Kristyn M. Langbeen

of the City of Troy, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of February, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 12th day of February, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of July, 2011.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.