### CITY OF NOVI CITY COUNCIL AUGUST 9, 2021



**SUBJECT:** Approval of the final payment to D&S Contractors for the Dispatch Renovation in the amount of \$18,132.02, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Integrated Solutions – Facilities Management

\$ 10,361.95 expenditure	
	ļ
\$18,132.02 total	ļ
C 0.4 704 (EV 0000 01 B . L . I)	
\$ 264,/94 (FY 2020-21 Budget)	
\$0	
·	
101-265.00-976.068	
	\$ 7,770.07 retainage \$18,132.02 total \$ 264,794 (FY 2020-21 Budget) \$ 0

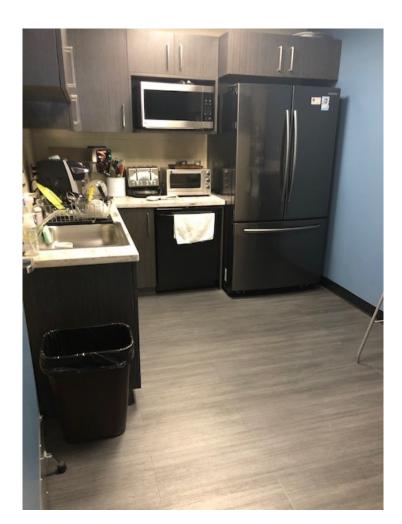
#### **BACKGROUND INFORMATION:**

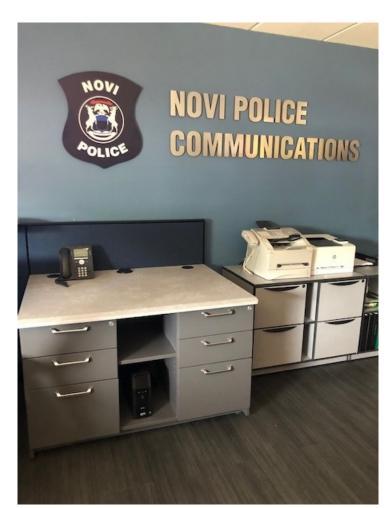
D&S Contractors were awarded the contract to renovate the Police Dispatch Center at the November 23, 2020 Council meeting. The renovation included all new flooring, fresh paint, LED lighting, and the addition of a kitchen. The new workspace provided a significantly more conducive environment for the 24/7 operation of the dispatch center. The renovation provided the opportunity to change the layout of the workstations allowing for more efficient communication between staff. The addition of the kitchen provided the dispatchers greater access to food storage and preparation when staffing is at a minimum and without disrupting the walkway through dispatch as it did before.

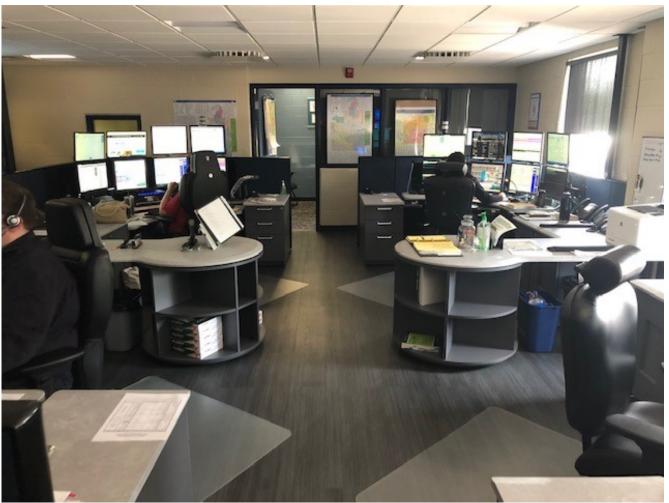
The construction portion of the renovation project incurred three change orders for electrical work to support the elaborate workstations used by the dispatchers for a final contract price of \$88,062.61. Integrated Solutions staff worked with NSA Architects to review and verify the final pay application in the amount of \$18,132.02 (attached pay application number 3).

#### **RECOMMENDED ACTION:**

Approval of the final payment to D&S Contractors for the Dispatch Renovation in the amount of \$18,132.02, plus interest earned on retainage.









D & S Contractors, Inc.

3500 W. 11 Mile Road Suite A Berkley MI 48072 248 584-4848

#### **Contract Invoice**

invoice#: 8088 Date: 04/26/21

Billed To:

City of Novi

45125 W 10 Mile Rd Novi, MI 48375

Project:

Police Dispatch Expansion

45125 10 Mile Rd Novi MI 48375

Attention:

Our Job:

220-193

Due Date:

05/31/21

PO #'s: Signed Contract

AIA 3 Final Invoice

18,132.02

A service charge of 12.00 % per annum will be charged on all amounts overdue on regular statement dates

Thank you for your prompt payment!

Non-Taxable Amount:

\$18,132.02

Taxable Amount:

Sales Tax:

Minus retainage

**Amount Due** 

\$18,132.02

220-193

D&S Project #:

#### APPLICATION AND CERTIFICATE OF PAYMENT AIA DOCUMENT G702 PROJECT: TO (OWNER): 3 **APPLICATION** Police Dispatch Expansion City of Novi 3/21/2021 PERIOD FROM: 4512510 Mile Rd 45125 W 10 Mile Rd PERIOD TO: 4/30/2021 Novi, MI 48375 Novi, MI 48375 FROM(CONTRACTOR): Architect 4/30/2021 APPLICATION DATE: NSA D&S Contractors Inc 23761 Research Dr 3500 W 11 Mile Rd Ste A Farmington Hills, MI 48335 Berkley, MI 48072 CONTRACTOR'S APPLICATION OF PAYMENT: Application is made for payment, as shown below, in connection with the contract. Continuation sheet, AIA Document G703 is attached ADDITIONS CHANGE ORDER SUMMARY \$77,323.61 1. Original Contract Sum Change Orders Approved in \$10,739.00 2. Net Change by Change Order in Previous Months by Owner \$88,062.61 3. Contract Sum to Date Total Approved this Month \$88,062,61 4. Total Completed and Stored to Date CO # Date Approved 5,904.00 5. Retainage: 2,425.00 0.00 A. 10% Retainage 2 2,410.00 3 B. 10% of stored material...... \$0.00 Total Retainage \$88,062.61 5 Total Earned Less Retainage 7. Less Previous Payment of Application 6 \$69,930.59 7 (Line 6 from prior application) 13 8. CURRENT PAYMENT DUE \$18,132.02 14 9. Balance to Finish, Plus Retainage 15 \$0.00 \$10,739.00 (line 3 less line 6) TOTALS NET CHANGE BY CHANGE ORDER The undersigned Contractor certifies that to the best of STATE OF MICHIGAN, COUNTY OF: OAKLAND the Contractor's knowledge, information and belief, the Subscribed and swom to before me this 23 day of AP(11 ZOZ) NOTARY PUBLIC: KNUHEN DAM broso work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid but he Contractor for work for which the previous Certificates for Payment were issued and payments received from Owner, and that the current payment My commission expires: DCC 4, 2024 shown herein is now due. CONTRACTOR: --ARCHITECT'S CERTIFICATE FOR PAYMENT (Attach explanation if amount certified differs from amount applied for) In accordance with the Contract Document, based on on-site observations and the data comprising ARCHITECT 5-21-2021 the above application, the Architect certifies to the Owner that the best of Architect's knowledge, This certificate is not negotiable. The AMOUNT CERTIFIED is payable information and belief the WORK has progressed as indicated, the quality of the WORK is in accordance only to the Contractor named herein. Issuance, payment and acceptance

with the Contract Documents, and the Contractor is

entitled to payment of the AMOUNT CERTIFIED.

KRISTEN D'AMBROSIO NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OAKLAND My Commission Expires December 4, 2024 Acting in the County of

of payment are without prejudice to any rights of the Owner or

Contractor under this Contract.

PAGE 2 OF 2

CONTINUATION SHEET
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, Containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest Dollar.

APPLICATION #: APPLICATION DATE:
PERIOD TO:
ARCHITECT PROJECT #:

3 4/30/2021 4/30/2021

Α	mn I on Contracts where variable retainage	ТС	D I	E	F	Ğ		H	Ī
	DESCRIPTION OF WORK	FINAL	WORK COMP		MATERIAL	TOTAL	%	BALANCE	RETAINAG
EM#	DESCRIPTION OF WORK	SCHEDULE	FROM PREVIOUS	THIS	PRESENTLY	COMPLETED	G/C	TO FINISH	
		VALUE	APPLICATION	PERIOD	STORED	AND STORED		C-G	0%
			(D+E)		(NOT IN D OR E)	TO DATE			
						(D+E+F)			
		4.050.00	4,950.00			4,950.00	100%		<del></del>
	Demolition	4,950.00	<del> </del>			500.00	100%		-
	Concrete	500,00				6,300.00	100%		
	Masonry	6,300.00				950.00	100%		
	Carpentry	950.00					100%		<del></del>
	Millwork	7,264.00				7,264.00	100%		ļ
	Door Hardware	2,695.00	<del></del>			2,695.00			
	MS/Drywall	2,250.00				2,250.00	100%		ļ <u>.</u>
	ACT	2,200.00		1,637.50		2,200.00	100%		
	Painting	2,230.00	2,230.00			2,230.00	100%	-	<u> </u>
	Carpet/Base	7,175,00	7,175.00			7,175.00	100%	-	
	Equipment-Dishwasher	825.00	825.00			825,00	100%		-
	Plumbing	3,500.00	3,500.00			3,500,00	100%		
	HVAC	9,800.00	9,800.00			9,800.00	100%		-
	Electrical	16,596.00	12,447.00	4,149.00		16,596.00	100%	-	+
	General Conditions	6,723,50	5,013,00	1,710.50		6,723.50	100%	_	
	Contractors Fee	1,848.96		454.96		1,848.96	100%	-	_
	Bid Bond	1,516.15	<del></del>			1,516.15	100%		
	CO 1	5,904,00				5,904.00	100%	-	<u> </u>
	CO 2	2,425.00				2,425,00	100%	-	-
	CO 3	2,410.00		2,410.00	·	2,410.00	100%		-
	SUBTOTAL.	88,062.61			0.00	88,062.61	20.00	0.00	0.

#### SWORN STATEMENT

STATE OF MICHIGAN	)
	)
COUNTY OF _OAK	LAND_)

David Przygoda

being duly sworn, deposes and says:

That he makes the Sworn Statement on behalf of

D&S Contractors, Inc.

who is the contractor for an improvement to the following described real property situated in Oakland County, Michigan and described as follows:

Thru:

4/30/2021

**Novi Police Dispatch** 

Application #:

3

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractors has subcontracted for performance under the contract

Name of	Type of	Total	Amount	Amount	Balance to
subcontractor	improvement	Contract	already	currently	complete
supplier	furnished	price	paid	owing	(optional)
D&S	Demolition	4,950.00		\$ 495.00	\$ -
D&S	Concrete	500.00		\$ 50.00	\$ -
Viktor and Sons	Masonry	6,300.00		\$ 630.00	\$ -
D&S	Carpentry	950.00		\$ 95.00	\$ -
Eurocraft Interiors	Millwork	7,264.00		\$ 726.40	\$ -
Commercial Doors	Door Hardware	2,695.00		\$ 269.50	\$ -
D&S	MS/Drywall	2,250.00		\$ 225.00	\$ -
D&S	ACT	2,200.00		\$ 1,693.75	\$ -
D&S	Painting	2,230.00		\$ 223.00	\$ -
D&S	Carpet/Base	7,175.00		\$ 717.50	\$ -
D&S	Equipment-Dishwasher	825.00	\$ 742.50	\$ 82.50	\$ -
CCS Plumbing	Plumbing	3,500.00	\$ 3,150.00	\$ 350,00	\$ -
Dennys Heating and Cooling	HVAC	9,800.00	\$ 8,820.00	\$ 980.00	\$ -
RSC Electrical	Electrical	16,598,00	\$ 11,202.30	\$ 5,393.70	\$ -
D&S	General Conditions	6,723.50	\$ 4,511.70	\$ 2,211.80	\$ -
D&S	Contractors Fee	1,848,96	\$ 1,254.60	\$ 594.36	\$ -
D&S	Bid Bond	1,516.15	\$ 1,364.54	\$ 151.61	\$ -
	CO 1	5,904.00	\$ 5,313.60	\$ 590.40	\$ -
	CO 2	2,425.00	\$ 2,182.50	\$ 242.50	\$ -
	CO 3	2,410.00		\$ 2,410.00	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	s, and Subcontractors Paid in Full	to date by D&S Cont	ractors, Inc.	10 15 15	
Totals		\$ 88,062,61	\$ 69,930.59	\$ 18,132.02	\$ -

**Novi Police Dispatch** 

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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

Deponent further says that he or she makes the foregoing statement as the contractor or as Owner of the contractor for the purpose of representing to the owner or lessee of the above -

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 Pub

WARNING TO THE OWNER: 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 PROFIDED A NOTICE OF

FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FUR

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORNSTATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 507.2220 OF

Subscribed and sworn to before me this 73 day of APVII

2021

KRISTEN D'AMBROSIO NOTARY PUBLIC – STATE OF MICHIGAN COUNTY OF OAKLAND My Commission Expires December 4, 2024 Acting in the County of\_



### **Certificate of Substantial Completion**

PROJECT: (name and address) Novi Police Dispatch Expansion 45125 Ten Mile Rd. Novi, MI 48377

**OWNER:** (name and address) City Of Novi 45175 Ten Mile Rd. Novi. MI 48375

CONTRACT INFORMATION: Contract For: General Trades Date: October 28, 2020

ARCHITECT: (name and address) **NSA** Architecture 23761 Research Drive Farmington Hills, MI 48335

**CERTIFICATE INFORMATION:** Certificate Number: 001 Date:

CONTRACTOR: (name and address) D&S Contractors, Inc.

3500 W. 11 Mile Rd. Berfley, MI 48072

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. (Identify the Work, or portion thereof, that is substantially complete.)

**NSA Architecture** 

ARCHITECT (Firm Name)

Gregory Mason, PM PRINTED NAME AND TITLE

April 26, 2021

DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.) April 26, 2021

#### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: (Identify the list of Work to be completed or corrected.) No Outstanding Items

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

D&S Contractors, Inc. CONTRACTOR (Firm

Name)

City of Novi **OWNER** (Firm Name)

David S. Przygoda,

President

PRINTED NAME AND TITLE

Thomas J. Woollet.

Facilities Mgmt Spec PRINTED NAME AND TITLE

We have a contract with:	D&S Contr	actors, Inc.	
To Provide:	General Contra	cting Conditions	
For the improvement of the prop	perty described as:	Police Dispatch Department 45125 W 10 Mile	
		Novi MI	
Having been fully paid and Satif are hereby waived and released		rights against such property	
This waiver is condition	ned on actual payment of:	\$18,132.02	
	BY: X	D&S Contractors Inc    D	)-
	BY:	David Przygoda	
		(Print Name of Lien Claimant)	
	Address:	3500 W 11 Mile Rd	
		Berkley, MI	
	Telephone:	248-584-4848	
	FAX:	248-584-4889	
Signed on:	4/26/2021		

We have a contract with: D&S Contractors, Inc			
		Millwork .	
For the improvement of the property descri	bed as:	Novi Police Dispatch	
Having been fully paid and Satisfied, all ou are hereby waived and released.	r construction lie	en rights against such property	•
	-	Eurocraft Interiors, Inc.	
	BY:	X (Signature of Lien Claimant)	The second secon
	BY:	•	-OWNLY
		(Print Name of Lien Claimant)	
	Address:	6611 Diplomat	
	-	Sterling Heights	——————————————————————————————————————
	Telephone:	586-254-9130	
	FAX:	586-254-9131	

Date Signed on: 5-10-2021 (DATE)

Confractors, Inc
HVAC
Novi Police Department
lien rights against such property
Denny's Heating and Cooling
Signature of Lien Claimant)
(Print Name of Lien Claimant) CONTROLLEN
1831 Austin Drive
Troy, MI
248,669,4338
248.669.3495

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

We have a contract with:	&S Contractors, Ir	IC
To Provide:	Flooring	
For the improvement of the property described as:		Police Dispatch
Having been fully paid and Satisfied, all our construence hereby walved and released.	tion ilen rights against	such property
	Su	perb Flooring
	BY: X (Signatu	Kalumor Lire of Lien Claimant)
	BY: Dahhu K (Print Na	ne of Lien Claimant)
Ac	ess: 2565 Ir	ndustrial Row Dr
		Troy, MI
Tele	one:24	<del>18-541-6666</del>
	FAX: 34	8-541-6677
		*

Date Signed on: <u>S-リーレント)</u> (DATE)

#### A 3

## **FULL UNCONDITIONAL WAIVER OF LIEN**

We have a contract with:	D&S Con	tractors, inc
To Provide:	Plu	ımbing
For the improvement of the property descri	ribed as:	Novi Police Department Novi MI
Having been fully paid and Satisfied, all ou are hereby waived and released.	ur construction lien r	ghts against such property
	BY: <b>X</b>	CCS Plumbing (Signature of Lien Claimant)
	BY:	Print Name of Lien Claimant)
	Address:	PO Box 51212
	***************************************	Livonia
	Telephone:	248.361.7994
	FAX:	734-743-5499

	ontractors, Inc	Des	Ne have a contract with:
	Masonry		To Provide:
	City of Novi Police Dispatch	y described as:	For the improvement of the property
energia (energia energia energ	n rights against such property	d, all our construction li	faving been fully paid and Satisfied are hereby waived and released.
	Viktor and Sons Masonry		
<i>*</i>	Sul Sull	BY;	
	(Signature of Lien Claimant)		
616-00	BLEDAR SHAHOLI	BY:	
	(Print Name of Lien Claimant)		
National Action Control of Contro	196 Kerby Road	Address:	
was a second and the second and s	Grosse Pointe Farms, Mi		
	586.362.6665	Telephone:	
	586.279.0585	FAX:	

Date Signed on: 64-01- 27
(DATE)

We have a contract with:	D&S Contra	actors, inc	_
To Provide:		rical	mandigl.A.
For the improvement of the property describe	ed as:	Novi Police Department	seend Musika waadig
Having been fully paid and Satisfied, all our are hereby waived and released.	construction lien rigi	nts against such property	and the second
DE SER MEETER STANDERS	BY: X	RSC Electrical (Signature of Jen Claimant)	
	ву:	SCIAN FROMM - V (Print Name of Lien Claimant)	ce Preside
	Address:	43750 Garffeld Rd	
<b>~</b>		Clinton Township	
		586.884.5131	portand .
	FAX:		-000040g

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