



CITY of NOVI CITY COUNCIL

**Agenda Item H
February 11, 2013**

SUBJECT: Approval of the final payment to Oak Construction, Inc. for the C & O and Cedar Springs Regional Detention Basin Improvements project, in the amount of \$6,679.50.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$6,679.50
AMOUNT BUDGETED	\$11,070.00 C & O Basin \$ 3,390.00 Cedar Springs Basin \$14,460.00 TOTAL
LINE ITEM NUMBER	210-211.00-865.131 C & O Basin 210-211.00-865.134 Cedar Springs Basin

BACKGROUND INFORMATION:

The purpose of this project was to repair and improve two of the City's regional storm water detention basins: C & O Basin and Cedar Springs Basin. The C & O Basin, located on City property north of Ten Mile and east of the CSX Railroad, serves a large upstream area along the Walled Lake Branch of the Middle Rouge River and is the last storm water detention basin upstream of Meadowbrook Lake. The Cedar Springs Basin is located on City property east of Christina Lane north of Ten Mile Road and serves an area to the west including a portion of Cedar Springs Estates Subdivision and parcels to the west along Taft Road. These regional detention basins are owned and maintained by the City of Novi and were identified as high priority improvements in the 2007 Storm Water Master Plan Phase II. The basin locations are shown on the attached map. The construction contract was awarded to Oak Construction Corporation at the May 23, 2011 City Council meeting in the amount of \$93,885.

Engineering staff worked with the engineering consultant for this project, URS Corporation, to review and verify the final contract payment amount of \$6,679.50 that is due to the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's January 31, 2013 letter, attached).

There were two approved change orders for this project resulting in a net increase of \$1,704.90 to the construction contract. The first change order was necessary to adjust for unstable soils near the sheet piling at the end of the access drive and the installation of underdrain along the access drive for proper drainage for the C & O Regional Detention Basin, in the amount of \$4,537.90. The second change order balance the contract based on final installed quantities, which resulted in a decrease of \$2,833.00 to the contract. The approved change orders resulted in a final contract price of \$95,589.90.

RECOMMENDED ACTION: Approval of the final payment to Oak Construction, Inc. for the C & O and Cedar Springs Regional Detention Basin Improvements project, in the amount of \$6,679.50.

	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				

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.

City Of Novi



0 105 210 420 630 840
Feet

C&O and Cedar Springs Detention Basin Improvements





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

January 31, 2013

Judy Reedy and Nevrus Nazarko
Finance Department
CITY OF NOVI
45175 W. Ten Mile Road
Novi, MI 48375

**RE: C & O and Cedar Springs Regional Detention Basin Improvements -
Final Pay Estimate
Oak Construction Corporation**

Dear Ms. Reedy and Mr. Nazarko:

We have received and reviewed the following closing documents for the C & O and Cedar Springs Regional Detention Basin Improvements:

1. Change Order No. 2
2. Application for Final Payment
3. Contractor's Sworn Statement
4. Maintenance and Guarantee Bond
5. Waivers of Lien
6. Consent of Surety

We note that the Maintenance and Guarantee Bond is a one year bond that is effective from January 3, 2013 through January 3, 2014. You have confirmed the bond date as acceptable for final payment and acceptance. The closing documents appear to be in order subject to approval of the Application by City Staff.

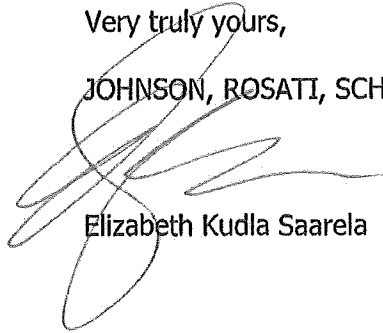
It is our understanding that Oak Construction Corporation will provide its Full Unconditional Waiver of Lien at the time it picks up the final payment.

Judy Reedy and Nevrus Nazarko
Finance Department
CITY OF NOVI
January 31, 2013
Page 2

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name. The signature is fluid and cursive.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Ted Meadows, Spalding DeDecker (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: C&O and Cedar Springs Regional Detention
NOVI PROJECT NO.: 13650673
PAYMENT NO.: FINAL
OWNER: City of Novi
 45175 W. Ten Mile Road
 Novi, Michigan 48375
ENGINEER:
CONTRACTOR: Oak Construction Corporation

CONTRACT AMOUNT **COMPLETION DATE** **DATES OF ESTIMATE**
ORIGINAL: \$ 93,885.00 **ORIGINAL:** December 18, 2011 **FROM:**
REVISED: \$ 95,589.90 **REVISED:** December 18, 2011 **TO:**

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	Constr. Inspection "Crew Day"	EA	25	\$ 615.00	\$ 15,375.00	25	\$ 615.00	\$ 15,375.00				24.75	\$ 15,221.25	99%	
1	Soil Erosion and Sedimentation Control	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%	
2	Remove and Salvage fencing and Gate	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%	
3	Demolition and Removals	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%	
4	Earthwork - Cut	CY	342	\$ 30.00	\$ 10,260.00	342	\$ 30.00	\$ 10,260.00				342.00	\$ 10,260.00	100%	
5	Earthwork - Fill	CY	70	\$ 30.00	\$ 2,100.00	70	\$ 30.00	\$ 2,100.00				70.00	\$ 2,100.00	100%	
6	Asphalt Maintenance Drive	SY	280	\$ 30.00	\$ 8,400.00	280	\$ 30.00	\$ 8,400.00				280.00	\$ 8,400.00	100%	
7	Gravel Drive	SY	33	\$ 20.00	\$ 660.00	33	\$ 20.00	\$ 660.00				33.00	\$ 660.00	100%	
8	Concrete Sidewalk - Std. Durty	LF	300	\$ 5.00	\$ 1,500.00	300	\$ 5.00	\$ 1,500.00				300.00	\$ 1,500.00	100%	
9	Concrete Sidewalk - Heavy Duty	LF	23	\$ 6.00	\$ 138.00	23	\$ 6.00	\$ 138.00				23.00	\$ 138.00	100%	
10	Split Post and Rail Fence	LF	185	\$ 16.00	\$ 2,960.00	185	\$ 16.00	\$ 2,960.00				185.00	\$ 2,960.00	100%	
11	Gate (28' Double Swing)	EA	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%	
12	Stone Spillway	CY	3	\$ 150.00	\$ 450.00	3	\$ 150.00	\$ 450.00				3.00	\$ 450.00	100%	
13	Concrete Spillway	SF	36	\$ 10.00	\$ 360.00	36	\$ 10.00	\$ 360.00				36.00	\$ 360.00	100%	
14	Porous Paving	SY	50	\$ 60.00	\$ 3,000.00	50	\$ 60.00	\$ 3,000.00				50.00	\$ 3,000.00	100%	
15	Sheet Piling	SF	220	\$ 50.00	\$ 11,000.00	220	\$ 50.00	\$ 11,000.00				220.00	\$ 11,000.00	100%	
16	Bumper Block	LF	12	\$ 15.00	\$ 180.00	12	\$ 15.00	\$ 180.00				12.00	\$ 180.00	100%	
17	Type 1 Curb	LF	50	\$ 30.00	\$ 1,500.00	50	\$ 30.00	\$ 1,500.00				50.00	\$ 1,500.00	100%	
18	Curb Cut	LF	51	\$ 30.00	\$ 1,530.00	51	\$ 30.00	\$ 1,530.00				51.00	\$ 1,530.00	100%	
19	Plantings - Shrubs (24" to 36")	EA	28	\$ 50.00	\$ 1,400.00	28	\$ 50.00	\$ 1,400.00	28.00	\$ 1,400.00	100%	28.00	\$ 1,400.00	100%	
20	Live Stakes	LS	1	\$ 2,000.00	\$ 2,000.00	0	\$ 2,000.00	\$ -	0		#DIV/0!	0	\$ -	0%	
21	Bank Stabilizations Seeding	SY	179	\$ 3.00	\$ 537.00	179	\$ 3.00	\$ 537.00				179.00	\$ 537.00	100%	
22	Seeding and Mulching	AC	3	\$ 500.00	\$ 1,500.00	3	\$ 500.00	\$ 1,500.00				3.00	\$ 1,500.00	100%	
23	Coir Logs	LF	55	\$ 15.00	\$ 825.00	0	\$ 15.00	\$ -	0		#DIV/0!	0	\$ -	0%	
24	Mobilization/Demobilization	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00				1.00	\$ 4,000.00	100%	
TOTAL THIS SHEET				\$	62,800.00		\$	59,975.00		\$	1,400.00		\$	59,975.00	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: C&O and Cedar Springs Regional Detention NOVI PROJECT NO.: 13650673 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	Cedar Springs														
26	Constr. Inspection "Crew Day"	EA	10	\$ 615.00	\$ 6,150.00	10	\$ 615.00	\$ 6,150.00	0.25	\$ 153.75	3%	10.00	\$ 6,150.00	100%	
27	Soil Erosion and Sedimentation Control	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%	
28	Demolition and Removals	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00				1.00	\$ 4,000.00	100%	
29	Outlet Modification	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00	0.10	\$ 600.00	10%	1.00	\$ 6,000.00	100%	
30	Slide Gate	EA	1	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00	\$ 7,000.00				1.00	\$ 7,000.00	100%	
31	Signage	EA	4	\$ 200.00	\$ 800.00	4	\$ 200.00	\$ 800.00				4.00	\$ 800.00	100%	
32	Rip-Rap	EA	8	\$ 300.00	\$ 2,400.00	8	\$ 300.00	\$ 2,400.00				8.00	\$ 2,400.00	100%	
33	Compacted Fill	CY	2	\$ 200.00	\$ 400.00	2	\$ 200.00	\$ 400.00				2.00	\$ 400.00	100%	
34	Top Soil	CY	155	\$ 30.00	\$ 4,650.00	155	\$ 30.00	\$ 4,650.00				155.00	\$ 4,650.00	100%	
35	Seeding	SY	1835	\$ 1.00	\$ 1,835.00	1827	\$ 1.00	\$ 1,827.00				1827.00	\$ 1,827.00	100%	
36	Mobilization/Demobilization	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%	
37															
38						1									
39															
40															
41															
42	Change Orders FOR C&O														
43	Bulletin No. 1														
44	Replace found unstable soils	LS				1	\$ 690.00	\$ 690.00	1.00	\$ 690.00	100%	1.00	\$ 690.00	100%	
45	Bulletin No. 2														
46	Drain tile & Sock	LF				100	\$ 0.80	\$ 80.00	100.00	\$ 80.00	100%	100.00	\$ 80.00	100%	
47	Pea Stone	YD				5	\$ 47.70	\$ 238.50	5.00	\$ 238.50	100%	5.00	\$ 238.50	100%	
48	Excavator	HR				4	\$ 125.00	\$ 500.00	4.00	\$ 500.00	100%	4.00	\$ 500.00	100%	
49	Labor	HR				4	\$ 168.00	\$ 672.00	4.00	\$ 672.00	100%	4.00	\$ 672.00	100%	
50	Mark up	LS				1	\$ 223.58	\$ 223.58	1.00	\$ 223.58	100%	1.00	\$ 223.58	100%	
51	Bulletin No. 3														
52	Wildflower Seed Mix	LB				25	\$ 1.86	\$ 46.50	25.00	\$ 46.50	100%	25.00	\$ 46.50	100%	
53	Coconut Blanket	SY				330	\$ 0.75	\$ 247.50	330.00	\$ 247.50	100%	330.00	\$ 247.50	100%	
54	Mark up	LS				1	\$ 17.64	\$ 17.64	1.00	\$ 17.64	100%	1.00	\$ 17.64	100%	
55	Bulletin No. 4												\$ -		
56	5x5 Concrete Repair- Remove & Replace	LS				1	\$ 250.00	\$ 250.00	1.00	\$ 250.00	100%	1.00	\$ 250.00	100%	
57	4" PVC @3.50	LF				75	\$ 3.50	\$ 262.50	75.00	\$ 262.50	100%	75.00	\$ 262.50	100%	
58	Labor	HR				8	\$ 84.00	\$ 672.00	8.00	\$ 672.00	100%	8.00	\$ 672.00	100%	
59	Mini Excavator	HR				4	\$ 100.00	\$ 400.00	4.00	\$ 400.00	100%	4.00	\$ 400.00	100%	
TOTAL FROM THIS SHEET				\$	31,085.00		\$	35,614.90		\$	5,137.90		\$	35,614.90	
TOTAL FROM OTHER SHEET				\$	62,800.00		\$	59,975.00		\$	1,400.00		\$	59,975.00	
SUBTOTAL				\$	93,885.00		\$	95,589.90		\$	6,537.90		\$	95,589.90	100%



CITY OF NOVI

26300 LeeSeGois Drive
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-9859

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: C&O and Cedar Springs Regional Deb

NOVI PROJECT NO.: 13650673

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.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 1/30/13

Oak Construction Corp

Contractor Company

Date: 7/24/12

Holly Faler
Contractor Authorized Signature

By: Holly Faler
Print Name

Brian Coburn
Senior Civil Engineer

By: Brian Coburn, Senior Civil Engineer

Dated: 1/31/13

URS
Consultant Firm

Date: 6/28/2012

Consultant Authorized Signature

By: NAVID MEHRAM
Print Name



CHANGE ORDER No. 2

Project: **C&O and Cedar Spring Regional Detention Basin Improvements**

Owner: City of Novi
26300 Lee BeGole
Novi, Michigan 48375
(248) 735-5632

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

Contractor: Oak Construction Corporation

Drafted Date: January 29, 2013

Description/Reasoning: Upon removal of the overgrown vegetation around C&O basin channel. Bams were found to be in good condition and stable in result eliminating the bank restoration work from Oak Construction scope. This Change Directive also include Final Payment balancing

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:	-\$2,833.00
ORIGINAL CONTRACT AMOUNT:	\$93,885.00
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$4,537.90
REVISED CONTRACT AMOUNT:	\$95,589.90

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

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

Accepted By: Holly Fleen General Contractor Date: 1/30/13

Prepared By: [Signature] Consulting Engineer Date: 1/29/2013

Recommended By: Aaron J. Staup Construction Engineer Date: 1/30/13

Approved By: [Signature] Brian Sobum, P.E., ENGINEER-IN-CHARGE Date: 1/31/13

APPROVED BY: [Signature] ROB HAYES, P.E., DEPARTMENT HEAD DATE: 1/31/13
FOR

DATE:

APPROVED BY: 506 MORRIS - PUCHASINSKI DIRECTOR

State of Michigan	Sworn Statement	Date Through	07/19/12
County of Genesee		Application #	1

Holly Faler being duly sworn deposes and says:

- 1) That Oak Construction Corporation is the Contractor for an improvement to the property listed below.
- 2) That the following is a statement of each subcontractor and supplier and laborer, for which payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Subcontractor has subcontracted for performance under the contract with the owner or lessee thereof, and that amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, supplier, or laborer	Type of Improvement furnished	Contract Price	Amount Paid	Amount Owing	Balance to Complete	Wages, fringe benefits & withholdings due but unpaid
American Ashpalt ✓	Install Ashphalt	8,000.00	8,000.00	0.00	-0-	-0-
Victor Perez ✓	New Sidewalk	2,785.00	2,785.00	0.00	-0-	-0-
R C Tuttle ✓	Equipment Rental	19,907.00	19,907.00	0.00	-0-	-0-
Great Lakes Marine ✓	Steel Grating	1,015.00	1,015.00	0.00	-0-	-0-
CSI Geoturf, Inc ✓	Grass Seed	4,488.50	4,488.50	0.00	-0-	-0-
C & M Sand & Gravel ✓	Topsoli	11,142.56	11,142.56	0.00	-0-	-0-
Rodney Hunt Company ✓	Control Gate	3,930.00	3,930.00	0.00	-0-	-0-
Mid-West Pipe ✓	Pipe	2,423.70	2,423.70	0.00	-0-	-0-
Milford Redi Mix ✓	Concrete Delivery	3,273.28	3,273.28	0.00	-0-	-0-
Price & Company ✓	Grass Seed	1,189.89	1,189.89	0.00	-0-	-0-
Totals		\$58,154.93	\$58,154.93	\$0.00	-0-	-0-

- 3) The contract or subcontracts cited herein are for improvement to the following described real property situated in Oakland County, Michigan described as: C&O Basin & Cedar Springs Regional Detention Basin Improvements City of Novi

- 4) That the contractor has not procured material from, or subcontracted with, and person other than those set forth above and owes no money for the improvement other than the sums set forth above.
- 5) Deponent further says that he or she makes the foregoing statement as the subcontractor or as Administrative Assistant of the subcontractor for the purposes of representing the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for the claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570-1109 of the Michigan Compiled Laws.

WARNING (TO 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 PROVIDED A NOTICE OF FURNISHING (OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT) TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAME OR HAS DIED.

Dated: July 20, 2012

Holly Faler
Signature of Deponent

Subscribed and sworn to before me on

July 20, 2012 Genesee County, Michigan

My commission Expires on: February 9, 2017

Nancy Marsh
Signature of Notary Public Nancy Marsh

NANCY MARSH
 Notary Public, State of Michigan
 County of Genesee
 My Commission Expires Feb. 09, 2017
 Acting in the County of Genesee



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

Install Asphalt Drive for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12

Nancy Blood
(Signature of Lien Claimant)

Nancy Blood
(Printed Name of Lien Claimant)

Sec.
(Title of Lien Claimant)

Company Name: American Asphalt, Inc

Address: 302 S Charles St Lansing, MI 48912

Telephone: 517-4840260

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

New Sidewalks for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12

Victor Perez
(Signature of Lien Claimant)

VICTOR PEREZ
(Printed Name of Lien Claimant)

PRSS
(Title of Lien Claimant)

Company Name: Victor Perez

Address: 3435 Rustic Lane Burton, MI 48519

Telephone: 810-265-7363

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

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

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12

[Handwritten Signature]
(Signature of Lien Claimant)

Robert D Sopsich
(Printed Name of Lien Claimant)

Pres
(Title of Lien Claimant)

Company Name: R C Tuttle Refinishing Co.

Address: 2475 South Hickory Ridge Trail Milford, MI 48380

Telephone: 248-685-3004 - Call 248 361-1915

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

Steel Grating for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12

[Handwritten Signature]
(Signature of Lien Claimant)

Tim West
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: Great Lakes Marine

Address: 145 Runnels St Port Huron, MI 48060

Telephone: 810-984-0042

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

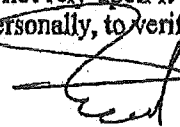
Grass Seed for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12



(Signature of Lien Claimant)

Tom Robinson

(Printed Name of Lien Claimant)

C.M.

(Title of Lien Claimant)

Company Name: CSI Geoturf, Inc

Address: P O Box 668 Highland, MI 48357

Telephone: 248-887-6767

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

aggregate materials for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12

Barbara DeLano
(Signature of Lien Claimant)

Barbara DeLano
(Printed Name of Lien Claimant)

Officer Magi
(Title of Lien Claimant)

Company Name: C & M Sand and Gravel, Inc.

Address: 29715 Costello Drive New Hudson, MI 48165

Telephone: 248-486-1625

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

Slide Gate for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12

(Signature of Lien Claimant)

Robert Kennedy

(Printed Name of Lien Claimant)

Site Leader/Controller

(Title of Lien Claimant)

Company Name: Rodney Hunt Company

Address: 46 Mill Street Orange, MA 01364

Telephone: 978-448-2511

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

Furnish concrete pipe for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12

William Horvath Jr.
(Signature of Lien Claimant)

William Horvath Jr.
(Printed Name of Lien Claimant)

Construction Officer
(Title of Lien Claimant)

Company Name: Mid-West Pipe & Piling Supply Inc

Address: P O Box 728 Belleville, MI 48111

Telephone: 734-697-9830

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

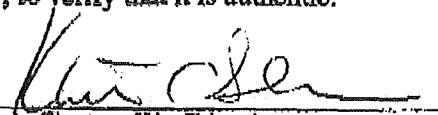
Pipe/Concrete for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12


(Signature of Lien Claimant)

Milford Redi-Mix Co.
(Printed Name of Lien Claimant)

Keith C. Shorr, President
(Title of Lien Claimant)

Company Name: Milford Redi Mix

Address: 800 Concrete Dr Milford, MI 48381

Telephone: 248-684-1465

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Oak Construction Corporation to provide
(Prime Contracting Party)

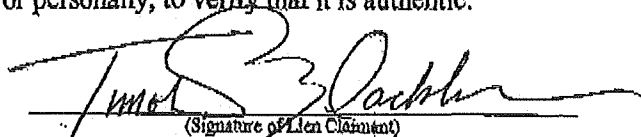
Grass Seed for the improvement of the property
(Type of service)

described as C & O Cedar Springs Detention Basin Improvements
(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: 11/16/12


(Signature of Lien Claimant)

TIMOTHY D. BLACKBURN
(Printed Name of Lien Claimant)

CREDIT MANAGER
(Title of Lien Claimant)

Company Name: Hanes Geo Component FKA/Price & Company

Address: 500 N McLin Creek Rd Conover, NC 28613

Telephone: 828-466-0329

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

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Oak Construction Corporation
hereinafter called the "Principal", and Granite Re, Inc.

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 Ninety-Five Thousand
Five Hundred Eighty-Nine and 90/100 Dollars (\$ 95,589.90)
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 1st
day of June, 2011, for the construction of

DETENTION BASIN IMPROVEMENTS – C&O AND CEDAR SPRINGS DETENTION BASINS

The bond is effective from 01/03/2013 to 01/03/2014

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.

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 14th day of November, 2012.

In the Presence of:

WITNESS



Mollie J. Hansen, Witness

GRMI18714B

Bond No.

(fill-in name of construction CONTRACTOR)

Oak Construction Corporation


Principal



Title PRESIDENT

Granite Re, Inc.

Surety

 Robert Downey, Attorney-in-Fact

Title

14001 Quailbrook Drive

Address of Surety

Oklahoma City, OK 73134

City

Zip Code



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

Bond # GRM118714B

Project: Detention Basin Improvements C&O and Cedar Springs Detention Basins

(name and address)

TO (Owner):
(Name and address)

City of Novi
45175 W Ten Mile Rd

Novi, MI 48375

ARCHITECT'S PROJECT NO.: N/A

CONTRACT FOR: General Construction

CONTRACT DATED: June 1, 2011

CONTRACTOR: Oak Construction Corporation

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

Granite Re, Inc.
14001 Quailbrook Dr

Oklahoma City, OK 73134

, SURETY COMPANY ,

on bond of *(Insert name and address of Contractor)*

Oak Construction Corporation
7077 S. Fork Dr.

Swartz Creek, MI 48473

, CONTRACTOR,

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

City of Novi
45175 W Ten Mile Rd

, OWNER,

Novi, MI 48375

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 9, 2012
(Insert in writing the month followed by the numeric date and year.)


Granite Re, Inc.

Surety



Attest: Rachel A. Hohnstadt
(Seal):

Witness



(Signature of Authorized Representative)

Robert Downey , Attorney-In-Fact

Title

**GRANITE RE, INC.
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 12th day of April, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Rodman A. Frates, Secretary/Treasurer

On this 12th day of April, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257





Kathleen E. Carlson
Notary Public

**GRANITE RE, INC.
Certificate**

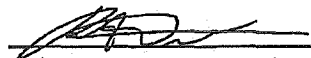
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

9th day of July, 2012.





Rodman A. Frates, Secretary/Treasurer