



CITY OF NOVI CITY COUNCIL
DECEMBER 1, 2025

SUBJECT: Approval of the final payment to M-K Construction Company, Inc. for the Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging project, in the amount of \$136,724.49, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

KEY HIGHLIGHTS:

- Hydraulically dredged over 7,000 cubic yards of sediment from two inlet points
- 230-feet of streambank stabilization of the Middle Rouge between Chattman Road and Meadowbrook Lake
- Relatively on time and on budget for construction

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	\$ 136,724.49
BUDGET	
Drain Fund (GL# 211-445.00-975.146)	\$ 85,672.37 Expenditure \$ 51,052.12 Retainage \$ 136,724.49 Total
APPROPRIATION REQUIRED	\$0
FUND BALANCE IMPACT	\$0

BACKGROUND INFORMATION:

Meadowbrook Lake, which is part of the Meadowbrook Lake Subdivision, receives surface water from two inlet tributaries on the north end of the lake (the Walled Lake Branch of the Middle Rouge River and Ingersol Creek). Sediment builds up at the mouth of both tributaries, resulting in the formation of large, sediment islands. The bulk of the sediment comes from construction activities north of the lake and eventually obstructs the normal flow into the lake and is quite unsightly to the immediate neighbors. Additionally, the Middle Rouge channel leading into the lake south of

Chattman Road has eroded significantly. The channel runs between two homes, with the banks less than 50 feet from either home. Stabilizing the streambank at this location helped reduce bank erosion and sediment loading into the lake and also reduced the threat of steepening and/or widening the channel. This project involved mechanically dredging over 7,000 cubic yards of sediment from the tributary areas along with stabilization of approximately 230-feet of the Middle Rouge inlet channel south of Chattman Road.

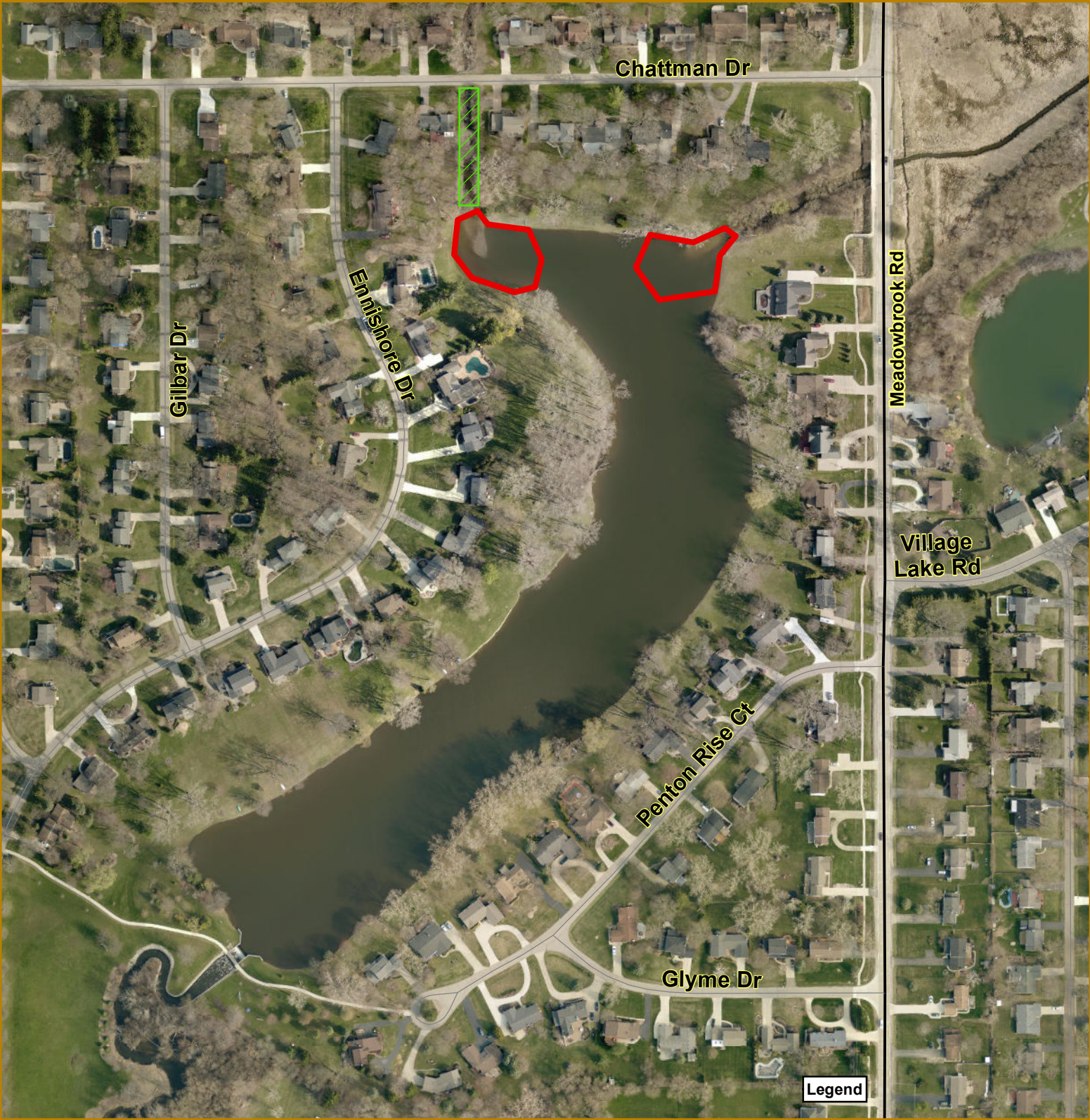
The construction contract was awarded at the September 11, 2023, City Council meeting to M-K Construction Company, Inc., in the amount of \$1,999,454.13. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract amount of \$136,724.49 that is due to the contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, November 12, 2025).

There were three (3) approved change orders issued resulting in an overall increase of \$36,794.50 or 1.8% over the awarded amount. The approved change orders resulted in a final contract price of \$2,036,248.63 for the contract.

RECOMMENDED ACTION: Approval of the final payment to M-K Construction Company, Inc., for the Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging project, in the amount of \$136,724.49, plus interest earned on retainage.

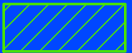
Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging

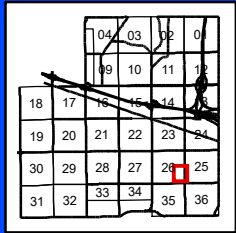
Location Map



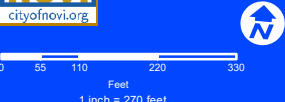
Map Author: Runkel
Date: 8-15-23
Version #: 1.0

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.

-  Proposed Dredge Area
-  Streambank Stabilization



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



MIDDLE ROUGE STREAMBANK STABILIZATION



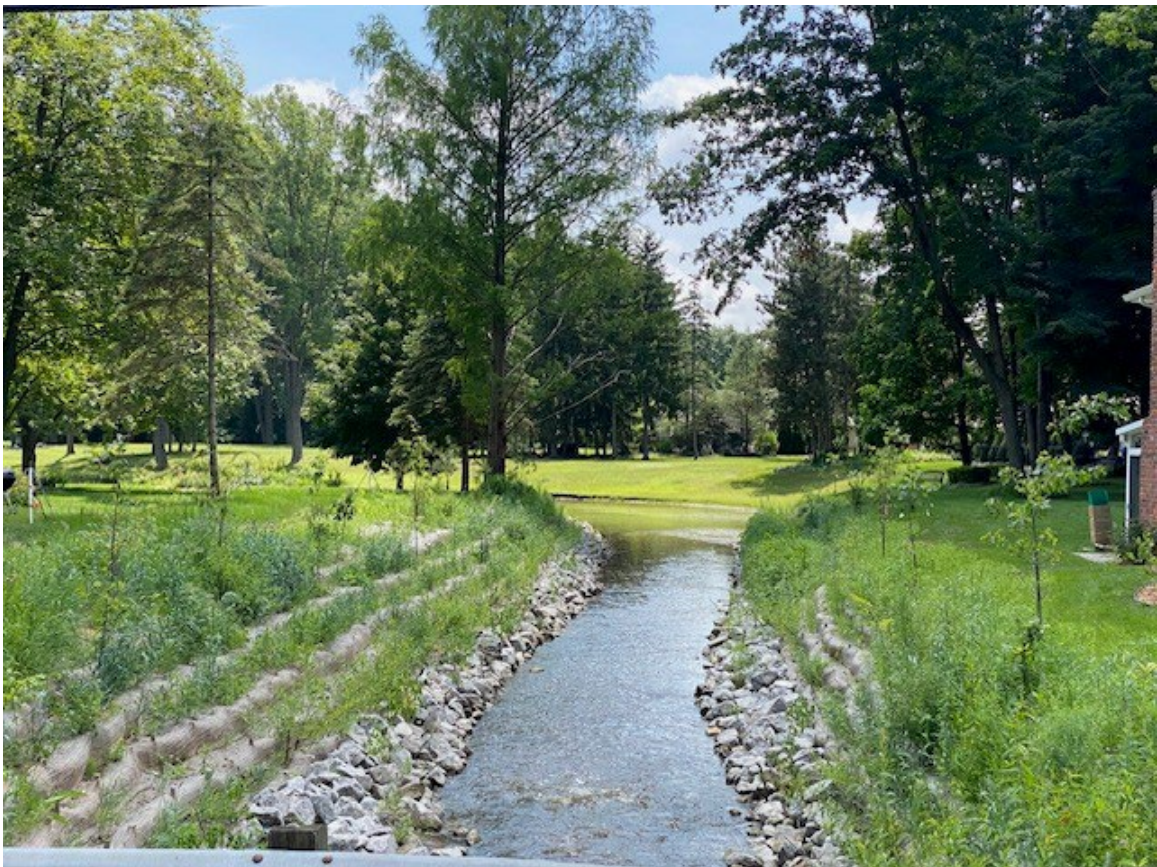
Looking south at Middle Rouge River from Chattman Drive



Looking south along the Middle Rouge River channel outlet into Meadowbrook Lake



Looking south at Middle Rouge River from Chattman Drive during streambank stabilization



Looking south at Middle Rouge River from Chattman Drive during restoration monitoring

MEADOWBROOK LAKE DREDGING



Pre-construction aerial photo of Middle Rouge River and Ingersol Creek inlets (June 17, 2023)



Post-construction aerial photo of Middle Rouge River and Ingersol Creek inlets (April 17, 2025)

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 12, 2025

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

**Re: *Middle Rouge Stream Stabilization and Meadowbrook Lake Dredging –
M-K Construction Co, Inc.***

Dear Mr. Staup:

We have received and reviewed closing documents for the Middle Rouge Stream Stabilization and Meadowbrook Lake Dredging Projects:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety to Final Payment
5. Maintenance Bond

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Sheet 1 of 5

Balance Due This Payment = \$ 136,724.49

PURCHASE ORDER NO.

97367

26300 Lee BeGole Dr.

Novi, Michigan 48375

Tel: (248) 347-0454

Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT:	Middle Rouge-Meadowbrook Lake Stabilization and Dredging	NOVI PROJECT NO.:	23-3401	PAYMENT NO.:	FINAL
		CIP NO.:	133-08		
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR:	M-K Construction Co., Inc. 18388 Dix-Toledo Road Brownstown, Michigan 48193 (734) 283-4637
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$1,999,454.13	ORIGINAL:	November 1, 2025	FROM:	July 1, 2024
		REVISED:	October 21, 2025		
REVISED:	\$2,036,248.63	ACTUAL:		TO:	October 21, 2025

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	BASE BID GL# 211-445.00-975.146		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1 - Base Bid	CD	90.00	\$ 800.00	\$ 72,000.00	90.00	\$ 800.00	\$ 72,000.00				66.00	\$ 52,800.00	73%
0	Crew Days - Division 2	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 3	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 4	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 5	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
	TOTAL CREW DAYS		90.00	\$ 800.00	\$ 72,000.00	90.00	\$ 800.00	\$ 72,000.00	0.00			66.00	\$ 52,800.00	73%
1	Mobilization, Max 5%	LS	1.00	\$ 100,000.00	\$ 100,000.00	1.00	\$ 100,000.00	\$ 100,000.00				1.00	\$ 100,000.00	100%
2	Audio-Video Route Survey	LS	1.00	\$ 57,000.00	\$ 57,000.00	1.00	\$ 57,000.00	\$ 57,000.00				1.00	\$ 57,000.00	100%
3	Traffic Maintenance & Control	LS	1.00	\$ 21,000.00	\$ 21,000.00	1.00	\$ 21,000.00	\$ 21,000.00				1.00	\$ 21,000.00	100%
4	Clearing & Grubbing	AC	0.05	\$ 840,000.00	\$ 42,000.00	0.05	\$ 840,000.00	\$ 42,000.00				0.05	\$ 42,000.00	100%
5	Culv, Rem, Less than 24-inch	EA	1.00	\$ 2,100.00	\$ 2,100.00	1.00	\$ 2,100.00	\$ 2,100.00				1.00	\$ 2,100.00	100%
6	Sidewalk, Remove	SY	13.00	\$ 161.53	\$ 2,099.89	13.00	\$ 161.53	\$ 2,099.89				13.00	\$ 2,099.89	100%
7	Non Haz - Handling and Disposal	CY	7000.00	\$ 34.58	\$ 242,060.00	7000.00	\$ 34.58	\$ 242,060.00				7000.00	\$ 242,060.00	100%
50	Ditch Grading	LF	100.00	\$ 77.35	\$ 7,735.00	100.00	\$ 77.35	\$ 7,735.00				100.00	\$ 7,735.00	100%
9	SESC, Gravel Access Approach	EA	1.00	\$ 85,344.14	\$ 85,344.14	1.00	\$ 85,344.14	\$ 85,344.14				1.00	\$ 85,344.14	100%
10	SESC, Sediment Trap	EA	1.00	\$ 52,677.47	\$ 52,677.47	1.00	\$ 52,677.47	\$ 52,677.47				1.00	\$ 52,677.47	100%
11	SESC, Silt Fence	LF	512.00	\$ 14.00	\$ 7,168.00	1118.00	\$ 14.00	\$ 15,652.00				1118.00	\$ 15,652.00	100%
12	SESC, Turbidity Curtain, Deep	LF	375.00	\$ 145.13	\$ 54,423.75	375.00	\$ 145.13	\$ 54,423.75				375.00	\$ 54,423.75	100%
13	SESC, Turbidity Curtain, Shallow	LF	50.00	\$ 42.00	\$ 2,100.00	50.00	\$ 42.00	\$ 2,100.00				50.00	\$ 2,100.00	100%
14	Aggregate Base, 4-inch	SY	15.00	\$ 280.00	\$ 4,200.00	15.00	\$ 280.00	\$ 4,200.00				15.00	\$ 4,200.00	100%
15	Culv, Cl E, Conc, 12-inch	LF	24.00	\$ 175.00	\$ 4,200.00	24.00	\$ 175.00	\$ 4,200.00				24.00	\$ 4,200.00	100%
16	Sidewalk, Conc, 4-inch	SF	117.00	\$ 59.82	\$ 6,998.94	117.00	\$ 59.82	\$ 6,998.94				117.00	\$ 6,998.94	100%
17	Fence, Temp	LF	300.00	\$ 14.00	\$ 4,200.00	300.00	\$ 14.00	\$ 4,200.00				300.00	\$ 4,200.00	100%
18	Dredge, Silt/Sand	CY	7000.00	\$ 94.20	\$ 659,400.00	7000.00	\$ 94.20	\$ 659,400.00				7000.00	\$ 659,400.00	100%
19	Detail A - Streambank Stabilization	STA	2.30	\$ 217,933.45	\$ 501,246.94	2.30	\$ 217,933.45	\$ 501,246.94	0.34	\$ 74,097.37	15%	2.30	\$ 501,246.94	100%
20	Sump Lead. Remove and Replace	EA	1200.00	\$ 1.00	\$ 1,200.00	5.00	\$ 1.00	\$ 5.00				5.00	\$ 5.00	100%
21	Tree, Replacement, 3 Gallon	EA	3.00	\$ 700.00	\$ 2,100.00	33.00	\$ 700.00	\$ 23,100.00				33.00	\$ 23,100.00	100%
22	Irrigation Line Replacement	LF	400.00	\$ 12.25	\$ 4,900.00	164.00	\$ 12.25	\$ 2,009.00				164.00	\$ 2,009.00	100%
23	Irrigation Head Replacement	EA	30.00	\$ 70.00	\$ 2,100.00	5.00	\$ 70.00	\$ 350.00				5.00	\$ 350.00	100%
24	Water & Cultivating, First Season	LS	1.00	\$ 7,000.00	\$ 7,000.00	0.00	\$ 7,000.00	\$ -				0.00		

TOTAL THIS SHEET

\$ 1,873,254.13

\$ 1,889,902.13

\$ 74,097.37

\$ 1,889,902.13

100%

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

PROJECT: Middle Rouge-Meadowbrook Lake
Stabilization and Dredging

NOVI PROJECT NO.: 23-3401
CIP NO.: 133-08

PAYMENT NO.: FINAL

COST OF COMPLETED WORK TO DATE

[illegible]



CITY OF NOVI

Sheet 3 of 5

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Middle Rouge-Meadowbrook Lake
Stabilization and Dredging

NOVI PROJECT NO.: 23-3401
CIP NO.: 133-08

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item					NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
No.	Description of Item	Unit	Division	GL.#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
27	Additional Dredging	LS	0	0	1.00	\$ 5,346.50	\$ 5,346.50				1.00	\$ 5,346.50	100%
28	Revised_Water & Cultivating, First Sea	LS	0	0	1.00	\$ 10,500.00	\$ 10,500.00	0.75	\$ 7,875.00	75%	1.00	\$ 10,500.00	100%
29	Revised_Water & Cultivating, Second	LS	0	0	1.00	\$ 3,700.00	\$ 3,700.00	1.00	\$ 3,700.00	100%	1.00	\$ 3,700.00	100%
30	Downed Tree and Brush Removal	LS	0	0	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 20,346.50		\$ 11,575.00			\$ 20,346.50	
TOTAL FROM OTHER SHEETS						\$ 1,999,454.13	\$ 2,015,902.13		\$ 74,097.37			\$ 2,015,902.13	
GRAND TOTAL						\$ 1,999,454.13	\$ 2,036,248.63		\$ 85,672.37			\$ 2,036,248.63	100%



CITY OF NOVI

PURCHASE ORDER NO.

97367

26300 Lee BeGole Dr.

Novi, Michigan 48375

Tel: (248) 347-0454

Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Middle Rouge-Meadowbrook Lake
Stabilization and Dredging

NOVI PROJECT NO.: 23-3401
CIP NO.: 133-08

PAYMENT NO.: FINAL

Original Contract Amount: \$ 1,999,454.13

Change Orders: \$ 36,794.50

Adjusted Contract Amount to Date: \$ 2,036,248.63

Total Cost of Work Performed to Date: \$ 2,036,248.63

MINUS Retainage:	To Date	0%	\$	-
MINUS Inspection "Crew Days":	To Date	66.00	\$	-
	This Pay	0.00		

Net Amt. Earned of Contract and Extra Work to Date: \$ 2,036,248.63

MINUS L.D.'s: # of days over = \$
\$ amount/day = \$1,500

Subtotal: \$ 2,036,248.63

ADD Incentive "Crew Days", if under:

Subtotal: \$ 2,036,248.63

MINUS Amount of Previous Payments: \$ 1,899,524.14

1	\$	243,980.65
2	\$	396,587.47
3	\$	201,405.40
4	\$	399,813.05
5	\$	339,301.00
6	\$	119,493.10
7	\$	115,291.71
8	\$	83,651.74
9	\$	-
10	\$	0.00

BALANCE DUE THIS PAYMENT:

\$ 136,724.49

CHANGE ORDERS

No.	Date		Amount
1	March 2, 2024	\$	9,588.50
	March 23, 2024	\$	33,042.00
3	October 6 2024	\$	(5,836.00)
4			
5			
6			
7			
8			
9			
10			

TOTAL: \$ 36,794.50

Inspection "Crew Days" Allowed per Contract:	90.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	90.00
Inspection "Crew Days" Used to Date:	66.00
Inspection "Crew Days" Remaining:	24.00



CITY OF NOVI

Sheet 5 of 5

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	Middle Rouge-Meadowbrook Lake Stabilization and Dredging	NOVI PROJECT NO.:	23-3401	PAYMENT NO.:	FINAL
		CIP NO.:	133-08		

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.

Mark Kobolak Digitally signed by Mark Kobolak
Date: 2025.10.29 13:20:19 -04'00'

M-K Construction Co., Inc.
CONTRACTOR - Electronic Signature Certification

Joe Labate Digitally signed by Joe Labate
DN: C=US, E=joe.labate@ohm-advisors.com,
O=OHM-Advisors, CN=Joe Labate
Date: 2025.11.05 10:36:14 -05'00'

OHM Advisors
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION
is recommended.

CITY OF NOVI

Digitally signed by Aaron Staup
Date: 2025.11.05 11:21:40
-05'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.



AIA Document G707™ – 1994

Consent of Surety to Final Payment

BondNo.B 1288903

PROJECT: *(Name and address)*

Middle Rouge Stream Stabilization and
Meadowbrook Lake Dredging

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

Middle Rouge Stream Stabilization and Meadowt

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

City of Novi

26300 Lee Begole Drive Novi, MI 48375

CONTRACT DATED:

September 25th 2023

SURETY ☐

OTHER ☐

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

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890

, SURETY,

on bond of

(Insert name and address of Contractor)

M-K Construction Co, Inc.

18388 Dix Toledo Road Brownstown, MI 48193

, 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
(Insert name and address of Owner)

City of Novi

26300 Lee Begole Drive 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:
(Insert in writing the month followed by the numeric date and year.)

October 21st 2025

Selective Insurance Company of America
(Surety)

(Signature of authorized representative)

Michael G. Zervos, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)

Karen Guthrie



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1288903

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation'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 may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **Michael G. Zervos**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: One Million Nine Hundred Ninety Nine Thousand Four Hundred Fifty Four Dollars (\$1,999,454.00). This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 21st day of October, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 21st day of October, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Christine Marie Lawson
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 21st day of October, 2025

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-25)

CERTIFIED COPY

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

MAINTENANCE BOND

Bond No B 1288903

KNOW ALL MEN BY THESE PRESENTS, That we, **M-K Construction Co, Inc.**
18388 Dix Toledo Road Brownstown, MI 48193, as Principal, and **SELECTIVE INSURANCE COMPANY**
OF AMERICA, a corporation duly organized under and by the virtue of the laws of the State of New Jersey and

authorized to become sole surety on bonds in the State of **MI**, as Surety, are

held and firmly bound unto the **City of Novi**

26300 Lee Begole Drive Novi, MI 48375

, hereinafter called Obligee, in the just and penal sum of

Two Million Thirty Six Thousand Two Hundred Forty Eight and Sixty Three Cents

Dollars (\$2,036,248.63), lawful money of the United States of America, to the payment of which
well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by means of a written agreement, dated _____,
contracted with the Obligee aforesaid, for furnishing all materials and performing all of the work in connection with
Middle Rouge Stream Stabilization and Meadowbrook Lake Dredging

as specifically set forth in said contract for said work, and

WHEREAS, the Principal has completed the said contract in accordance with the plans and specifications thereof,
and

WHEREAS, the Obligee has requested the Principal to guarantee said work against defective workmanship or
faulty materials for a period of **1** year(s) from date of acceptance of said work **11/5/2025**; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well
and truly make good any defects in material or workmanship which may arise in said work within **1** year(s)
from the date of acceptance of said work, then this obligation shall be null and void, otherwise it shall remain in full
force and effect.

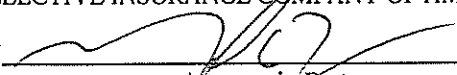
IN WITNESS WHEREOF, we have set our hands and seals this **5th** day of **November**, **2025**

M-K Construction Co, Inc. (SEAL)
Principal

(SEAL)
Mark Robolak, President
(SEAL)



SELECTIVE INSURANCE COMPANY OF AMERICA

BY 
Attorney-in-Fact
Michael G. Zervos



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1288903

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation'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 may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: Michael G. Zervos

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: Two Million Thirty Six Thousand Two Hundred Forty Nine Dollars (\$2036248.63). This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 5th day of November, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 5th day of November, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

Christine Marie Lawson
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 5th day of November, 2025

Michael H. Lanza

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-25)

CERTIFIED COPY



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 Wayne

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

President of the M-K Construction Co., Inc.,
(Title) (Firm Name)

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

Middle Rouge River Streambank Stabilization and Meadowbrook Lake Dredging Project
(Description of Improvement)

located at: 18388 Dix Toledo, Brownstown, MI 48193

The total amount of the contract is \$2,036,248.63 of which I have received payment of \$1,899,524.14 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 29th day of October, 2025

Name: M-K Construction Co., Inc.
(individual/corporation/partnership)

By:  Attest: 
Mark Kobolak, President Kyle Burkholder, PM

Subscribed and sworn to before me this 29th day of October, 2025

Notary Public: 
Kelly Jo Saunders
Comission Expires 6/23/2030

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
M-K Construction	Mobilization, Labor, Misc.	\$514,288.33	\$514,288.33	\$0.00	0.0%	\$0.00
Finishing Touch	Audio Video	\$57,000.00	\$57,000.00	\$0.00	0.0%	\$0.00
Momentum Tree	Clearing & Grubbing	\$42,000.00	\$42,000.00	\$0.00	0.0%	\$0.00
Action Traffic	Traffic Control	\$21,000.00	\$21,000.00	\$0.00	0.0%	\$0.00
M-K Construction	SESC Measures	\$153,589.61	\$153,589.61	\$0.00	0.0%	\$0.00
M-K Construction	Streambank Stabilization	\$436,246.94	\$299,522.45	\$136,724.49	0.0%	\$0.00
White Cap	Streambank & SESC Materials	\$65,000.00	\$65,000.00	\$0.00	0.0%	\$0.00
M-K Construction	Dredging	\$659,400.00	\$659,400.00		0.0%	\$0.00
M-K Construction	Turbidity Curtains	\$56,523.75	\$56,523.75		0.0%	\$0.00
M-K Constructin	Sump Leads	\$1,200.00	\$1,200.00		0.0%	\$0.00
Natural Community Services	Restoration	\$30,000.00	\$30,000.00		0.0%	\$0.00
TOTALS		\$2,036,248.63	\$1,899,524.14	\$136,724.49		\$0.00

RECAPITULATION

Amount of Original Contract: \$1,999,454.13

Work Completed to Date: \$2,036,248.63

Plus: Extras to Contract: \$42,630.50

Less: Total Retainage: \$0.00

Total: Contract plus Extras: \$2,042,084.63

Less: Amount Previously Paid: \$1,899,524.14

Less: Credits to Contract: \$5,836.00

Less: Amount of this Request: \$136,724.49

Total: Adjusted Contract: \$2,036,248.63

Total Balance Due: \$0.00



FULL UNCONDITIONAL WAIVER OF LIEN

23256, 23257

My/our contract with M-K Construction Company, Inc. to provide
(Prime Contracting Party)

Audio-Video Survey for the improvement of the property
(Type of service)

described as Middle Rouge River Streambank Stabilization and Meadowbrook Lake Dredging Project
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 10/31/25

Cynthia Stirling Hurley
Digitally signed by Cynthia Stirling Hurley
Date: 2025.10.31 15:04:38 -04'00'
(Signature of Lien Claimant)

Cynthia Stirling Hurley
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: FINISHING TOUCH PHOTO & VIDEO

Address: 25095 25 Mile Rd., Chesterfield, MI 48051

Telephone: 586.749.3340

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with M-K Construction Company, Inc. to provide
(Prime Contracting Party)

tree and stump removal for the improvement of the property
(Type of service)

described as Middle Rouge River Streambank Stabilization and Meadowbrook Lake Dredging Project
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 11/3/25

Danielle Fahim
(Signature of Lien Claimant)

Danielle Fahim

(Printed Name of Lien Claimant)

General Manager

(Title of Lien Claimant)

Company Name: Momentum Tree Experts

Address: 31100 Wellington Dr., Novi, MI 48377

Telephone: 248-221-2710

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with M-K Construction Company, Inc. to provide
(Prime Contracting Party)

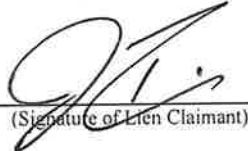
Guardrail for the improvement of the property
(Type of service)

described as Middle Rouge River Streambank Stabilization and Meadowbrook Lake Dredging Project
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 10/30/2025


(Signature of Lien Claimant)

Jeffrey Irvin
(Printed Name of Lien Claimant)

VP of Finance
(Title of Lien Claimant)

Company Name: Action Traffic Maintenance

Address: 5182 S. Saginaw Rd. Grand Blanc, MI 48507

Telephone: 810-695-7516

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with M-K Construction Company, Inc. to provide
(Prime Contracting Party)

BUILDING MATERIALS for the improvement of the property
(Type of service)

described as Middle Rouge River Streambank Stabilization and Meadowbrook Lake Dredging Project
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 10/30/2025

Alana Pagan
(Signature of Lien Claimant)

Alana Pagan

(Printed Name of Lien Claimant)

CREDIT ASSOCIATE

(Title of Lien Claimant)

Company Name: WHITE CAP

Address: 3671 OLD WINTER GARDEN RD. ORLANDO, FL. 32805

Telephone: 407-298-7083

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with M-K Construction Company, Inc. to provide
(Prime Contracting Party)
the service of planting 3 tree's for Novi Meadowbrook for the improvement of the property
(Type of service)
described as: Middle Rouge River Streambank Stabilization and Meadowbrook Lake Dredging Project
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: October 30, 2025


(Signature of Lien Claimant)

Debbie Zeits

(Printed Name of Lien Claimant)

Office Manager

(Title of Lien Claimant)

Company Name: Natural Community Services

Address: 6410 Upper Straits Blvd, West Bloomfield Township, MI 48324

Telephone: 818-451-7144

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