

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item F
September 28, 2009

SUBJECT: Approval of the final balancing change order and final payment to Envision Builders, Inc. for the construction of the Ella Mae Power Park Concession Facility in the amount of \$43,077.16.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$409,684.71
AMOUNT BUDGETED	\$416,000.00
APPROPRIATION REQUIRED	
LINE ITEM NUMBER	208-691.00-974.091

BACKGROUND INFORMATION:

The City's consulting engineer for this project, Integrated Design Solutions (IDS), administered the contract for the construction of the Ella Mae Power Park Concession facility. IDS and City staff has reviewed the attached documents verifying the final contract payment amount that is due to the construction contractor, Envision Builders, Inc. (Final Application and Projected Payment – Registration No. 8 and Change Order Attached).

The construction work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$43,077.16 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in acceptable form. The original contract was approved at the February 17, 2009 City Council meeting in the amount of \$372,500.

There were change orders associated with the project. The change orders were related to unexpected poor soil conditions, additional requirements by the Oakland County Health Department, and revisions to the power distribution for the grinder pump installation. The additional work has been completed and increased the total construction expenditures for the project to \$409,684.71.

RECOMMENDED ACTION: Approval of the final balancing change order and final payment to Envision Builders, Inc. for the construction of the Ella Mae Power Park Concession Facility in the amount of \$43,077.16.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

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

September 18, 2009

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Suzanne Moreno, Finance Department
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

**Re: Ella Mae Power Park
Envision Builders, Inc. – Closing Documents
Our File No. 55142 NOV**

Dear Ms. Moreno:

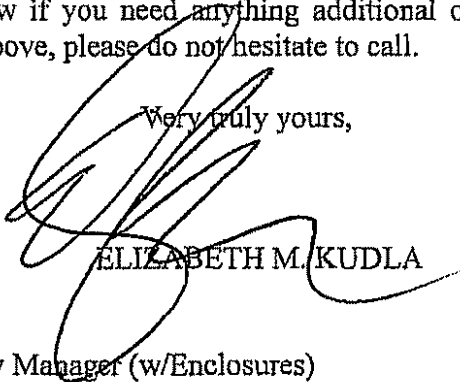
We have received and reviewed the following closing documents you have provided for the Ella Mae Power Park Concession Project:

- Final Pay Estimate No. 8
- Engineer's Certificate No. 8
- Contractor's Sworn Statement (7/13/09)
- Maintenance and Guarantee Bond and Rider
- Consent of Surety
- Waivers of Lien

We note that the Sworn Statement was executed in July and that since that time, all waivers of lien have been provided. An updated Sworn Statement should be provided at the time final payment is released. Subject to approval of the Final Pay Estimate No. 8 by the City's Director of Parks, Recreation & Cultural Services, the closing documents appear to be in order.

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

cc: Clay Pearson, City Manager (w/Enclosures)
Kathy Smith-Roy, Finance Director (w/Enclosures)
Randy Auler, Director of Parks, Rec & Cultural Services (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

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APPLICATION AND CERTIFICATE FOR PAYMENT (AIA 702)

To: Owner/General Contractor
 City of Novi
 45125 W. 10 Mile Road
 Novi, MI 48375

Project:
 Ella Mae Power Park
 Concessions Facility
 Novi, MI

Requisition No. 8
 (Subs Pay App.No.)
 Period To: 07/13/09
 Project No.: Ella Mae Power Park

From: Contractor/Subcontractor
 ENVISION BUILDERS INC
 25076 Oakland Oaks Ct
 Wixom, MI 48395

Architect:
 Integrated Design Solutions
 888 W. Big Beaver, Ste. #200
 Troy, MI 48064

Contract Date: 03/03/09

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.
 The present status of the account for this Contract is as follows:

AUTHORIZATION TO AWARD		
	Additions	Deductions
Approved from previous month	36841.38	
Change Orders	37,184.41	
Totals	37,184.41	0.00
Net changes to date		37,184.41

1. ORIGINAL CONTRACT (Column C)	\$	<u>372,500.00</u>
2. CHANGE ORDER / AUTHORIZATION	\$	<u>37,184.41</u>
3. CONTRACT SUM TO DATE	\$	<u>409,684.41</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	<u>409,684.41</u>
5. RETAINAGE (Column I)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>409,684.41</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYM \$ (Line 6 from previous application)		<u>366,607.25</u>
8. CURRENT PAYMENT DUE	\$	<u>43,077.16</u>
9. BALANCE TO FINISH PLUS RETAINGE (Line 6 less line 8)	\$	<u>0.00</u>

The undersigned Contractor certifies that to the best of his knowledge information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 

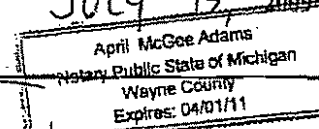
Date: 7/13/09

State of: MICHIGAN

Harold Oliver

Subscribed and sworn to before me this day of July 13, 2009

Notary Public: 



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents; and that the Contract is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: 

Date: 7.13.09

\$ 43,077.16

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703 APPLICATION AND CERTIFICATE FOR PAYMENT, containing contractor's signed Certification is attached.

APPLICATION NUMBER 8
 APPLICATION DATE 07/13/09
 PERIOD FROM 06/10/09-07/13/09

In tabulation below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

ENVISION BUILDERS INC.

Project # Ella Mae Power Park

A ITEM AREA NO.	B DESCRIPTION OF WORK (List description of scope/area of work)	C SCHEDULED VALUE	D WORK COMPLETED		F Stored Materials (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD					
1	GC-Bonds/Ins/Mobilization	39042.00	39042.00	0.00	0.00	39,042.00	1.00	0.00	0.00
2	Earthwork/Demo	19880.00	19880.00	0.00	0.00	19,880.00	1.00	0.00	0.00
3	Asphalt & Paving	55000.00	55000.00	0.00	0.00	55,000.00	1.00	0.00	0.00
4	Concrete & Precast	18100.00	18100.00	0.00	0.00	18,100.00	1.00	0.00	0.00
5	Masonry	51000.00	51000.00	0.00	0.00	51,000.00	1.00	0.00	0.00
6	Steel	33000.00	33000.00	0.00	0.00	33,000.00	1.00	0.00	0.00
7	Carpentry	10000.00	10000.00	0.00	0.00	10,000.00	1.00	0.00	0.00
8	Roofing	17500.00	18825.00	875.00	0.00	17,500.00	1.00	0.00	0.00
9	Glass	4500.00	4500.00	0.00	0.00	4,500.00	1.00	0.00	0.00
10	OH Doors	5200.00	5200.00	0.00	0.00	5,200.00	1.00	0.00	0.00
11	Doors/ Frames	12600.00	12600.00	0.00	0.00	12,600.00	1.00	0.00	0.00
12	Paint	6000.00	5700.00	300.00	0.00	6,000.00	1.00	0.00	0.00
13	Accessories/Signs/Extinguishers	8000.00	8000.00	0.00	0.00	8,000.00	1.00	0.00	0.00
14	Food Service Equip	16500.00	15675.00	825.00	0.00	16,500.00	0.95	0.00	0.00
15	Plumbing	30600.00	30600.00	0.00	0.00	30,600.00	1.00	0.00	0.00
16	HVAC	10678.00	10678.00	0.00	0.00	10,678.00	1.00	0.00	0.00
17	Electrical	21400.00	21400.00	0.00	0.00	21,400.00	1.00	0.00	0.00
18	Alternate #6 Figurelines	8500.00	8500.00	0.00	0.00	8,500.00	1.00	0.00	0.00
19	Alt # 7 Pole Light	5000.00	5000.00	0.00	0.00	5,000.00	1.00	0.00	0.00
20									
21	CC#2-Item #1 Only	19703.34	19703.34	0.00	0.00	19,703.34	1.00	0.00	0.00
22	CC#2 - Item # 2	1842.54	1842.54	0.00	0.00	1,842.54	1.00	0.00	0.00
23	CC#1	3143.61	3143.61	0.00	0.00	3,143.61	1.00	0.00	0.00
24	CC #3	-997.81	-997.81	0.00	0.00	-997.81	1.00	0.00	0.00
25	CC#2-Item 1A	2379.40	2379.40	0.00	0.00	2,379.40	1.00	0.00	0.00
26	CC#4	2270.30	2270.30	0.00	0.00	2,270.30	1.00	0.00	0.00
27	CC#5	8500.00	8500.00	0.00	0.00	8500.00	1.00	0.00	0.00
28	CC #6	343.03	0.00	343.03	0.00	343.03	1.00	0.00	0.00
	GRAND TOTAL	409,684.41	407,341.38	2,343.03	0.00	409,684.41	1.00	0.00	0.00

AIA DOCUMENT G703 . CONTINUATION SHEET . APRIL 1978 EDITION AIA*

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE., N.W. WASHINGTON D.C. 20006

AIA[®] Document G714[™] – 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i> City of Novi Ella Mae Power Park Concessions Facility	DIRECTIVE NUMBER: 006 DATE: July 07, 2009 CONTRACT FOR: General Contractor	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Envision 28036 Oakland Oaks Court Wixom, MI 48393	CONTRACT DATED: ARCHITECT'S PROJECT NUMBER: 08260-1000	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Item No. 1: Provide Owner paid testing and inspection as directed by City of Novi Building Department.

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum (increase) (decrease) of \$
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-2007
 - As follows:

- The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Integrated Design Solutions, LLC

ARCHITECT *(Firm name)*

888 W. Big Beaver, Suite 200
Troy, Michigan 48064

ADDRESS



Michael G. DelPup, AIA

(Typed name)

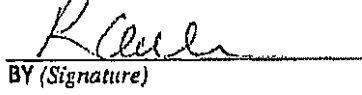
7.7.09
DATE

City of Novi

OWNER *(Firm name)*

Parks, Recreation and Forestry
45175 West 10 Mile Road
Novi, MI 48375

ADDRESS



(Typed name)

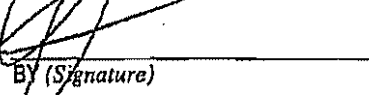
8/17/09
DATE

Envision

CONTRACTOR *(Firm name)*

28036 Oakland Oaks Court
Wixom, MI 48393

ADDRESS



(Typed name)

DATE



28036 Oakland Oaks Court / Wixom, MI 48393
Phone: 248-305-8181 / Fax: 248-305-8183
CONSTRUCTION SERVICES / www.envisionbuilders.com

June 24, 2009

City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Re: Ella Mae Power Park
Construction Change Directive #006

Attn: Benny McCusker

Benny,

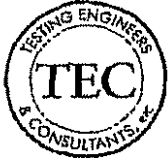
The following is our cost impact for CCD#006 per City of Novi directive.

Envision was requested to hire TEC for steel inspection from the building department. TEC did their inspection and found three small welds not completely welded, but they also said that the points at which the welds were not full did not affect the strength or safety of the structure.

TEC Invoice	\$ <u>312.85</u>
	\$ 312.85
Contractors MU 7.5%	23.46
Bond increase 2%	<u>6.72</u>
CCD #6 Cost Impact	\$ 343.03

Respectfully,

Harold Oliver
President
Envision Builders, Inc.



Testing Engineers & Consultants, Inc.

1343 Rochester Road • P.O. Box 249 • Troy, Michigan 48099-0249
(248) 588-6200 • Fax (248) 588-6232
Email: tec@tectest.com

INVOICE NO.: 116692
CLIENT NO. 17478

PAGE# 1

JOB NO.: 49901

Sold To
ENVISION BUILDERS, INC.
28036 OAKLAND OAK COURT
WIXOM MI 48393

Attention: HAROLD OLIVER

FOR: ELLA MAE POWER PARK - CONCESSION
FACILITY - NOVI - CS

DATE 06/15/09
CUSTOMER'S ORDER
248-305-8181
TERMS
NET 30 DAYS 1.5% SERVICE CHARGE PER MONTH ON PAST DUE ACCOUNTS FEDERAL I.D. # 38-1813502 DUNS # 06-878-5862

DATE	REPORT NO.		UNIT PRICE	AMOUNT
060509	49901-1	4.00 REG. HRS. STEEL INSPECTOR 47 MILES	48.00 .55	192.00 25.85
060809	49901	1.00 REG. HRS. PROJECT MANAGER	95.00	95.00
			TOTAL	312.85

NOTE: If Invoice is incorrect, please note discrepancy and return immediately.

TEC-D20

INVOICE

VISA OR MASTERCARD ACCEPTED

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

City of Novi
Ella Mae Power Park
Concessions Facility

TO OWNER:
(Name and address)

City of Novi
Parks, Recreation and Forestry
45175 West 10 Mile Road
Novi, MI 48375

PROJECT NUMBER: 08260-1000/
CONTRACT FOR: General Contractor
CONTRACT DATE: March 3, 2009

TO CONTRACTOR:

(Name and address)
Envision
28036 Oakland Oaks Court
Wixom, MI 48393

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Ella Mae Power Park Concessions Facility as outlined within the construction documents.

The Work performed under this Contract 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 above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as noted below.

Warranty

Date of Commencement

Integrated Design Solutions, LLC

ARCHITECT

BY Michael G. DePup

August 14, 2009

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. 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.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Envision

CONTRACTOR

BY

DATE

9/7/09

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

City of Novi

OWNER

BY

DATE

Randolph

9/21/09

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

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

AIA[®] Document G714[™] – 2001

Construction Change Directive

PROJECT: <i>(Name and address)</i> City of Novi Ella Mae Power Park Concessions Facility	DIRECTIVE NUMBER: 001 DATE: March 16, 2009 CONTRACT FOR: General Contractor	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Envision 28036 Oakland Oaks Court Wixom, MI 48393	CONTRACT DATED: ARCHITECT'S PROJECT NUMBER: 08260-1000	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Item No. 1: Refer to Drawings No. CVR, C1.2, A2.1, A2.2, A4.1, A4.2, A9.2, A9.3 and M3.1 (Not Issued) and Sketches No. CCD-001/1 thru CCD-001/10(Issued).

A. Drawings revised per City of NOVI and Oakland County Health Department plan review comments.

Item No. 2: Refer to specification Section 07842 and Section 10265 (Issued).

A. Added per City of Novi and Oakland County Health Department plan review comments.

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum (increase) (decrease) of \$
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-1997
 - As follows:

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Integrated Design Solutions, LLC
ARCHITECT (Firm name)
888 W. Big Beaver, Suite 200
Troy, Michigan 48084
ADDRESS
Michael G. DelPup
BY (Signature)
Michael G. DelPup, AIA
(Typed name)
5/16/09
DATE

City of Novi
OWNER (Firm name)
Parks, Recreation and Forestry
45175 West 10 Mile Road
Novi, MI 48375
ADDRESS
Lauren
BY (Signature)
(Typed name)
5/19/09
DATE

Envision
CONTRACTOR (Firm name)
28036 Oakland Oaks Court
Wixom, MI 48393
ADDRESS
[Signature]
BY (Signature)
(Typed name)
5/4/09
DATE



28036 Oakland Oaks Court / Wixom, MI 48393
Phone: 248-305-8181 / Fax: 248-305-8183
CONSTRUCTION SERVICES / www.envisionbuilders.net

April 8, 2009

City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Re; Ella Mae Power Park
Construction Change Directive #001

Attn; Benny McCusker

Benny,

The following is our cost impact for CCD#001 per IDS issued directive.

Item # 1.

Testing that was required from the building department will be added as a separate item once the invoicing has been received from Testing Engineers.

Add 1 additional drinking fountain	\$ 2,000.00
Add fire stopping at top of fire walls	322.00
Add FRP to two sides of slop sink area	472.00
Add fire label to door #102 and frame	<u>73.14</u>
	\$2,867.14
Contractors MU 7.5%	215.04
Bond increase 2%	<u>61.43</u>
CCD #1 Cost Impact	** \$ 3,143.61

**Testing will be added when invoiced

Respectfully,

Harold Oliver
President
Envision Builders, Inc.



28036 Oakland Oaks Court / Wixom, MI 48393
Phone: 248-305-8181 / Fax: 248-305-8183
CONSTRUCTION SERVICES / www.envisionbuilders.net

April 8, 2009

City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Re; Ella Mae Power Park
Construction Change Directive #001

Attn; Benny McCusker

Benny,

The following is our cost impact for CCD#001 per IDS issued directive.

Item # 1.

Testing that was required from the building department will be added as a separate item once the invoicing has been received from Testing Engineers.

Add 1 additional drinking fountain	\$ 2,000.00
Add fire stopping at top of fire walls	322.00
Add FRP to two sides of slop sink area	472.00
Add fire label to door #102 and frame	<u>73.14</u>
	\$2,867.14
Contractors MU 7.5%	215.04
Bond increase 2%	<u>61.43</u>
CCD #1 Cost Impact	** \$ 3,143.61

**Testing will be added when invoiced

Respectfully,

Harold Oliver
President
Envision Builders, Inc.



AIA[®] Document G714[™] – 2001

Construction Change Directive

PROJECT: (Name and address) City of Novi Ella Mae Power Park Concessions Facility	DIRECTIVE NUMBER: 002 DATE: March 24, 2009 CONTRACT FOR: General Contractor	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: (Name and address) Envision 28036 Oakland Oaks Court Wixom, MI 48393	CONTRACT DATED: ARCHITECT'S PROJECT NUMBER: 08260-1000	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Item No. 1: Refer to Drawings No. A5.1 and A5.2 (Not Issued) and Sketches No. CCD-002/1 thru CCD-001/5 (Issued).

A. Remove existing spoiled soils.

B. Provide engineered fill per the following

1. Engineered fill shall be granular fill material complying with MDOT Class II in accordance with Table 8.02, except maximum size 1/2".

2. Compaction: Place and compact soil materials in layers not more than 12" in loose depth for material compacted by heavy equipment and not more than 6" for material compacted by hand-operated mechanical tampers. Compact soil to not less than following percentages of maximum density in accordance with ASTM D1557 (Modified Proctor).

3. Structures, building slabs, pavements: Compact top 12" of subgrade and each layer of backfill or fill material at 95% maximum density.

C. Install foundation system per sketches CCD-002/1 thru CCD-002/5.

Item No. 2: Refer to Room Finish Schedule on Drawing No. A9.2 (Not Issued).

A. Per Oakland County Health Department final review comments in rooms CONCESSIONS/100, WASH/101 and J.C./102 provide and install commercial grade vinyl composition floor tile and covered resilient base.

1. Floor Tile: Mannington Commercial, Solidpoint, #337 "Toasted Sesame", Size: 12" x 12", Gauge: 1/8".

2. Resilient Base: Johnsonite, Rubber Base, #29, "Moon Rock", 4" H/Cove.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

• Lump Sum decreased of \$ 0.00

• Unit Price of \$ per

• As provided in Section 7.3.3 of AIA Document A201-1997

• As follows:

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

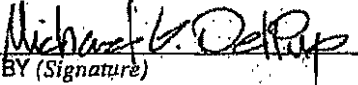
When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

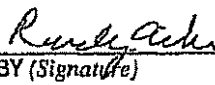
Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.


Integrated Design Solutions, LLC
ARCHITECT (Firm name)
888 W. Big Beaver, Suite 200
Troy, Michigan 48084

City of Novi
OWNER (Firm name)
Parks, Recreation and Forestry
45175 West 10 Mile Road
Novi, MI 48375

Envision
CONTRACTOR (Firm name)
28036 Oakland Oaks Court
Wixom, MI 48393

ADDRESS

BY (Signature)

ADDRESS

BY (Signature)

ADDRESS

BY (Signature) .. ARNOLD OLIVER

Michael G. DelPup, AIA
(Typed name)

(Typed name)

(Typed name)

DATE
12.14.09

DATE

DATE



28036 Oakland Oaks Court / Wixom, MI 48393
 Phone: 248-305-8181 / Fax: 248-305-8183
CONSTRUCTION SERVICES / www.envisionbuilders.net

April 7, 2009 (Revised)

City of Novi
 45175 W. Ten Mile Rd.
 Novi, MI 48375

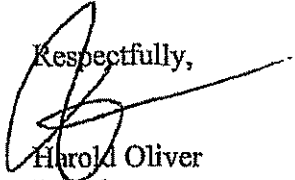
Re; Ella Mae Power Park
Construction Change Directive #002

Attn; Benny McCusker

Benny,
 The following is our cost impact for CCD#002 per IDS issued directive.

Item # 1.	
Bad soils removal and foundation changes	\$ 17,969.30
Contractors MU 7.5%	1,347.70
2% Bond Increase for item#1	<u>386.34</u>
Total Item No. 1	\$ 19,703.34

Item # 2.	
Changes per OCHD plan review comments.	
Add VCT and Rubber base.....	\$ 1,986.38
Deduct Epoxy on floor where VCT goes.....	<u>(306.00)</u>
	\$1,680.38
Contractors MU 7.5%	126.02
Bond Increase 2%	<u>36.13</u>
Total Item No. 2	\$ 1,842.54

Respectfully,

 Harold Oliver
 President
 Envision Builders, Inc.

AIA[®] Document G714[™] - 2001

Construction Change Directive

PROJECT: (Name and address) City of Novi Ellis Mae Power Park Concessions Facility	DIRECTIVE NUMBER: 003 DATE: April 06, 2009 CONTRACT FOR: General Contractor	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: (Name and address) Envision 28036 Oakland Oaks Court Wixom, MI 48393	CONTRACT DATED: ARCHITECT'S PROJECT NUMBER: 08260-1000	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Item No. 1: Refer to Drawings C1.2 and M3.1.

A. Delete all material and labor associated with the installation of new 2" CW line from the new 2" water meter back to the point of connection to existing City of Novi 2" cold water line.

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum (increase) (decrease) of \$
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-1997
 - As follows:

- The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Integrated Design Solutions, LLC
ARCHITECT (Firm name)

888 W. Big Beaver, Suite 200
Troy, Michigan 48064

ADDRESS

BY (Signature)

Michael G. DelPup, AIA

(Typed name)

DATE

City of Novi

OWNER (Firm name)

Parks, Recreation and Forestry
45175 West 10 Mile Road
Novi, MI 48375

ADDRESS

BY (Signature)

(Typed name)

DATE

Envision

CONTRACTOR (Firm name)

28036 Oakland Oaks Court
Wixom, MI 48393

ADDRESS

BY (Signature)

(Typed name)

DATE



28036 Oakland Oaks Court / Wixom, MI 48393
Phone: 248-305-8181 / Fax: 248-305-8183
CONSTRUCTION SERVICES / www.envisionbuilders.net

May 5, 2009

City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Re; Ella Mae Power Park
Construction Change Directive #003

Attn; Benny McCusker

Benny,

The following is our cost impact for CCD#003 per IDS issued directive.

Delete all materials and labor associated with the installation of the new 2" CW line.

Deduct 135' of open cut 2" water line at \$6.75/ft.	<u>< 911.25 ></u>
	< \$911.25 >
Contractors MU 7.5%	< 68.34 >
Bond decrease 2%	< 18.22 >
CCD #3 Cost Impact DEDUCT	< \$ 997.81 >

Respectfully,

Harold Oliver
President
Envision Builders, Inc.

AIA[®] Document G714[™] - 2001

Construction Change Directive

PROJECT: <i>(Name and address)</i> City of Novi Bla Mac Power Park Concessionary Facility	DIRECTIVE NUMBER: 004 DATE: April 29, 2009 CONTRACT FOR: General Contractor	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Envision 28036 Oakland Oaks Court Wixom, MI 48393	CONTRACT DATED: ARCHITECT'S PROJECT NUMBER: 08260-1000	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Item No. 1: Refer to Drawings E0.2, E3.1 and E5.1 (Not Issued) and Sketches CCD-4/1, CCD-4/2, and CCD-4/3 (Issued).

A. Revise power distribution drawings to accommodate owner installed Grinder Pump voltage change from 208V to 240V.



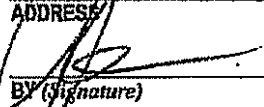
PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum (increase) (decrease) of \$
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-1997
 - As follows:

- The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

<u>Integrated Design Solutions, LLC</u> ARCHITECT (Firm name) 888 W. Big Beaver, Suite 200 Troy, Michigan 48064	<u>City of Novi</u> OWNER (Firm name) Parks, Recreation and Forestry 45175 West 10 Mile Road Novi, MI 48375	<u>Envision</u> CONTRACTOR (Firm name) 28036 Oakland Oaks Court Wixom, MI 48393
ADDRESS	ADDRESS	ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Michael G. DelPup, AIA</u> (Typed name)	<u>[Redacted]</u> (Typed name)	<u>[Redacted]</u> (Typed name)
<u>5.19.09</u> DATE	<u>5/19/09</u> DATE	<u>5/18/09</u> DATE



28036 Oakland Oaks Court / Wixom, MI 48393
Phone: 248-305-8181 / Fax: 248-305-8183
CONSTRUCTION SERVICES / www.envisionbuilders.net

May 11, 2009

City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Re; Ella Mae Power Park
Construction Change Directive #004


Attn; Benny McCusker

Benny,

The following is our cost impact for CCD#004 per IDS issued directive.

Revise power distribution and provide new transformer for sanitary grinder pump.

Materials	\$1,345.00
Labor	<u>725.00</u>
	\$2,070.00
Contractors MU 7.5%	155.25
Bond increase 2%	<u>45.05</u>
CCD #004 Cost Impact	\$2,270.30

Respectfully,

Harold Oliver
President



AIA Document G714™ - 2007

Construction Change Directive

PROJECT: *(Name and address)*

City of Novi
Ella Mae Power Park
Concessions Facility

DIRECTIVE NUMBER: 005

DATE: June 09, 2009
CONTRACT FOR: General Contractor

OWNER:

ARCHITECT:

CONSULTANT:

TO CONTRACTOR: *(Name and address)*

Envision
28036 Oakland Oaks Court
Wixom, MI 48393

CONTRACT DATED:

ARCHITECT'S PROJECT NUMBER: 08260-1000

CONTRACTOR:

FIELD:

OTHER:

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Item No. 1: Provide additional asphalt paving at North, South and West pathways as directed by Owner.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- Lump Sum (increase) (decrease) of \$
- Unit Price of \$ per
- As provided in Section 7.3.3 of AIA Document A201-2007
- As follows:

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Integrated Design Solutions, LLC

ARCHITECT *(Firm name)*

888 W. Big Beaver, Suite 200
Troy, Michigan 48084

City of Novi

OWNER *(Firm name)*

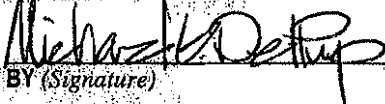
Parks, Recreation and Forestry
45175 West 10 Mile Road
Novi, MI 48375

Envision

CONTRACTOR *(Firm name)*

28036 Oakland Oaks Court
Wixom, MI 48393

ADDRESS



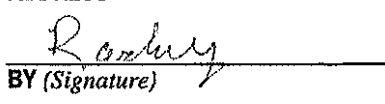
BY *(Signature)*

Michael G. DeLPup, AIA

6-9-2009

DATE

ADDRESS

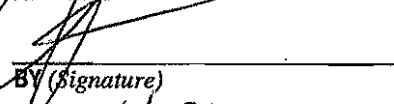


BY *(Signature)*

6/11/09

DATE

ADDRESS



BY *(Signature)*

Harold Oliver

6/8/09

DATE



28036 Oakland Oaks Court / Wixom, MI 48393
Phone: 248-305-8181 / Fax: 248-305-8183
CONSTRUCTION SERVICES / www.envisionbuilders.net

June 2, 2009

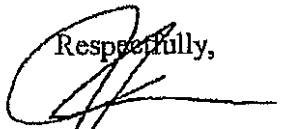
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Re; Ella Mae Power Park
Additional asphalt quoted (revised 6/2/09)

Attn; Benny McCusker

Benny,
Per direction from Lynn at your office, I have revised the cost for the additional asphalt which was requested. The revised quote which was sent is now revised again. -
All items of work are the same, but the price has been reduced to \$ **8,500.00** total cost for the additional asphalt instead of the \$ 9,429.90 quoted earlier.

Respectfully,


Harold Oliver
President
Envision Builders, Inc.

SWORN STATEMENT

(Under the Construction Lien Act of 1980) 1273

STATE OF: Michigan PROJECT NO. Ella Mae Power Park
 COUNTY OF: Livingston INVOICE NO. 8
 DATE Rev-9/21/09

Mr. Harold Oliver, being duly sworn, deposes and says:

That Envision Builders Inc. (company), is the contractor for an improvement to the following described real property: MONROE County, Michigan State and described as follows: (Insert legal description of name of project/Notice of Commencement)

City of Novi, Ella Mae Power Park

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 contractor has contracted for performance under the contract with the owner or lessee therefor, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

PO NO.	LIST SUBCONTRACTOR'S	CONTRACT AMOUNT	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE
1	Farmington Ins.	5,270.00	5,270.00	0.00	0.00
2	C. Dinning Electric	21,400.00	21,400.00	0.00	0.00
3	Wesco Plumbing	29,600.00	29,600.00	0.00	0.00
4	T. Price Foundations	12,000.00	12,000.00	0.00	0.00
5	Sass & Sons Excav	5,880.00	5,880.00	0.00	0.00
6	Brick By Matreal	33,000.00	33,000.00	0.00	0.00
7	Best Block	17,000.00	17,000.00	0.00	0.00
8	DS Steel	30,000.00	30,000.00	0.00	0.00
9	Bowen Paving	40,000.00	40,000.00	0.00	0.00
10	FD Stella	16,500.00	16,500.00	0.00	0.00
11					
12					
13					
14					
15					
19					
20					
21					
22					
23					
24					
26					
27					
28					
29					
30					
31					
32					
	TOTALS	210,650.00	210,650.00	0.00	0.00

That the contractor has not procured material from, or subcontracted with any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

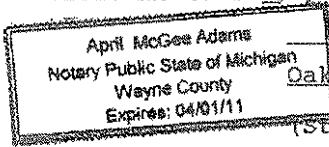
Deponent further says that he or she makes the foregoing statement as the (Contractor (SUBCONTRACTOR) or as controller of the (contractor) (SUBCONTRACTOR) for the purpose of representing to the owner or lessee of the described on the reverse side premise and his or her agent that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, 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 Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY DESCRIBED ON THE REVERSE SIDE 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 TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Harold Oliver 9/21/09
Harold Oliver/President date

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT 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 580.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn before me this 21 day of 9 (September) 2009

 *April McGee Adams* Notary Public
Notary Public State of Michigan
Wayne County Oakland County, MI
(State). My commission expires 4/01/11

1. A sworn statement in the preceding form must be provided before any contractor subcontractor can file a complaint, cross-claim or counter-claim to enforce a construction lien.
2. An owner or lessee may withhold payment to a contractor or subcontractor who has not provided a sworn statement. An owner or lessee may withhold from a contractor or subcontractor who has provided a sworn statement the amount sufficient to pay all sums shown on the statements owing subcontractors, claimants who have provided Notices of Furnishing pursuant to the Construction Lien Act of 1980.
3. An owner or lessee may rely on a Sworn Statement to avoid a lien claim unless the lien claimant has provided the owner or lessee with a Notice of Furnishing pursuant to the Construction Lien Act 1980.
4. If the contract provides for payments by the owner to the general contractor, in any, in the normal course of construction, but the owner elects to pay lien claimant directly the first time the owner elects to make payment directly to a lien claimant he or she shall provide at least 5 business days notice to the general contractor of the intention to make direct payment. Subsequent direct disbursements to lien claimant need not be preceded by the 5-day notice provided in this section unless the owner first returns to the practice of paying all sums to the general contractor.

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: Ella Mae Power Park

Location: Novi, MI

Contract Identification #: 09-005

General Contractor: Envision Builders, Inc.

I/We have a contract with: C. Dinning Electric

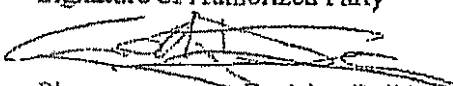
This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ **FULL PAYMENT** which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: C. Dinning Electric

ADDRESS: 11650 Glen Mary Drive. Byron, MI 48418

Print or Type Name of Authorized Party	date
<i>Cody Dinning</i>	<i>9-10-09</i>
Signature of Authorized Party	Title or Capacity
	<i>OWNER</i>

Please return to: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: 09-005

Location: Novi, Michigan

Contract Identification #: Ella Mae Power Park

General Contractor: Envision Builders, Inc.

I/We have a contract with: Wesco Plumbing, Inc.

This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ _____ Full Payment _____ which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: Wesco Plumbing, Inc.

ADDRESS: 9241 Elizabeth Lake Road, White Lake, MI 48386

<u>CRAIG WILSON</u>	<u>9-10-09</u>
Print or Type Name of Authorized Party	date
<u>[Signature]</u>	<u>pres.</u>
Signature of Authorized Party	Title or Capacity

Please return to: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: 09-005

Location: Novi, Michigan

Contract Identification #: Elia Mae Power Park

General Contractor: Envision Builders, Inc.

I/We have a contract with: T Stone Foundations, Inc..

This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ _____ Full Payment _____ which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: T Stone Foundations, Inc.

ADDRESS: 9135 White Road, Linden, MI 48451

Tom Stone 9-11-09
Print or Type Name of Authorized Party date

Tom Stone Pres.
Signature of Authorized Party Title or Capacity

Signature of Authorized Party Title or Capacity

Please return to: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: 09-005

Location: Novi, Michigan

Contract Identification #: Ella Mae Power Park

General Contractor: Envision Builders, Inc.

I/We have a contract with: Sass & Sons Excavating, Inc.

This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ _____ Full Payment _____ which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: Sass & Sons Excavating, Inc..

ADDRESS: 8278 Woodland Shore Drive, Brighton, MI 48114

SASS & SONS EXC. 9-10-09
Print or Type Name of Authorized Party date

[Signature] [Signature]

Signature of Authorized Party Title or Capacity

Please return to: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: 09-005

Location: Novi, Michigan

Contract Identification #: Ella Mae Power Park

General Contractor: Envision Builders, Inc.

I/We have a contract with: Brickwork By Matreal, Inc..

This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ _____ Full Payment _____ which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: Brickwork by Matreal, Inc.

ADDRESS: 1875 Hickory Ridge Trail, Milford, MI 48380

<u>Vicki Matreal</u>	<u>9-10-09</u>
Print or Type Name of Authorized Party	date
<u>Vicki M Matreal</u>	<u>9-10-09</u>

Signature of Authorized Party	Title or Capacity
-------------------------------	-------------------

Please return to: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: Ella Mac Power Park

Location: Novi, MI

Contract Identification #: 09-003

General Contractor: Envision Builders, Inc.

I/We have a contract with: Best Block

This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ FULL PAYMENT _____ which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: Best Block

ADDRESS: 22001 Groesbeck, Warren, MI 48089

Print or Type Name of Authorized Party

date

Michael Bates

9-10-09

Signature of Authorized Party

Title or Capacity



Credit. Mgr

Please Return To: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: 09-005

Location: Novi, Michigan

Contract Identification #: Ella Mae Power Park

General Contractor: Envision Builders, Inc.

I/We have a contract with: D S Steel, LLC.

This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ _____ Full Payment _____ which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: DS Steel LLC

ADDRESS: 30739 Roan Drive, Warren, MI 48093

DAVE SCHAE 9/10/09
Print or Type Name of Authorized Party date
[Signature] V.P.

Signature of Authorized Party Title or Capacity

Please return to: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: 09-005

Location: Novi, Michigan

Contract Identification #: Ella Mae Power Park

General Contractor: Envision Builders, Inc.

I/We have a contract with: Bowen Paving, Inc.

This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ _____ Full Payment _____ which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: Bowen Paving, Inc.

ADDRESS: 1001 Cesar E. Chavez Avenue, Pontiac, MI 48340

William R. Bowen (Agent) 9-11-09
Print or Type Name of Authorized Party date

 (Agent)

Signature of Authorized Party Title or Capacity

Please return to: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183

FULL, FINAL WAIVER AND RELEASE OF LIEN

Project: 09-005

Location: Novi, Michigan

Contract Identification #: Ella Mae Power Park

General Contractor: Envision Builders, Inc.

I/We have a contract with: FD Stella Products Company

This contract/purchase order/supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/we have a contract/purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber _____ on pages _____ through _____ County Records.

In Consideration of \$ _____ Full Payment _____ which represents full and final payment to lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged). I/We waive, release and surrender any and all construction liens, claims, or right to lien against the described property. Contractor further states that all labor/benefits and/or materials supplies to the above project has been paid in full.

Party waiving lien, also acknowledging herein that its contract with Envision Builders, Inc. has been fully paid and satisfied, hereby releases Envision Builders, Inc. from any and all claims or causes of action relating to its work on this project. This Release is full, final and unconditional and waives any and all claims Contractor or its successors or assignees have or may have against Envision Builders, Inc.

CONTRACTOR: FD Stella Products Company

ADDRESS: 7000 Fenkell Avenue, Detroit, MI 48238

MARSHA LAWRENCE 9 10 09
Print or Type Name of Authorized Party date

Marsha Lawrence VP Admin
Signature of Authorized Party Title or Capacity

Please return to: Envision Builders, Inc. 28036 Oakland Oaks Ct., Wixom, MI 48393
Fax# 248-305-8183



The Ohio Casualty Insurance Company

RIDER CHANGING AMOUNT OF BOND

WHEREAS, on or about The Ohio Casualty Insurance Company
 as Surety, (hereinafter called the Surety) issued its Bond No. 5046171 (Maintenance Bond Only)
 on behalf of Envision Builders, Inc., as Principal in favor
 of City of Novi, as Obligee, in the amount of
Three Hundred Seventy-Two Thousand Five Hundred and 00/100*****
 Dollars \$ 372,500.00 and WHEREAS, it is the desire of the parties to said Bond that the

amount thereof shall be increased or decreased as hereinafter provided;

NOW, THEREFORE, it is hereby stipulated and agreed that, with respect to any loss or losses sustained through acts
 or omissions occurring on or after September 15, 2009 the amount originally stated in said

Bond (or the amount to which said original amount may have been subsequently changed by rider) is hereby changed to
Four Hundred Nine Thousand Six Hundred Eight-Four and 41/100***** (Dollars \$ 409,684.41)

Provided, however, (1) that the liability of the Surety for any loss sustained through acts or omissions occurring in any period during which the coverage shall have been in the same amount shall be limited to the amount of coverage in force at the time such acts or omissions occur; and provided further that the aggregate liability of the Surety for any and all losses sustained through acts or omissions occurring during the life of said bond, irrespective of the number of changes made in the amount thereof, shall not be cumulative as to periods during which the coverage was in different amounts, and shall not in any event exceed the largest amount of said bond at any one time; (2) if the attached bond contains a provision limiting the time for discovery of loss after the cancellation of the bond, and if this rider decreases the amount of said bond, the amount by which the coverage is decreased shall be considered as having been canceled as of the effective date of such decrease for the purpose of computing the period allowed for the discovery of loss.

Signed, Sealed and Dated: September 15, 2009

Envision Builders, Inc.
 By: [Signature]

The Ohio Casualty Insurance Company
 By: [Signature]
 Barry W. Berman, Attorney-in-Fact

Agreed to and accepted by:
 City of Novi

By: [Signature]

Principal: Envision Builders, Inc.

POWER OF ATTORNEY

POA Number: 41-884

THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

Obligee: City of Novi

Bond Number: 5046171 (Me

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: Barry W. Berman of Wixom, Michigan its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 5th day of December, 2008



Mark E. Schmidt
Mark E. Schmidt Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 5th day of December, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Mark E. Schmidt, Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 15th day of September 2009



J. Timothy D'Errico

J. Timothy D'Errico Assistant Secretary

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Bond Number **5046171**

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

AIA DOCUMENT G707

PROJECT:

(name, address) Construction of Ella Mae Power Park, Concessions Facility

TO (Owner)

City of Novi
45175 W. 10 Mile Rd.
Novi, Michigan 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

CONTRACT DATE: February 18, 2009

CONTRACTOR Envision Builders, Inc.

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

The Ohio Casualty Insurance Company
136 N. THIRD STREET
HAMILTON, OHIO 45025

,SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Envision Builders, Inc.
28036 Oakland Oaks Ct., Wixom, Michigan 48393

, 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 (here insert name and address of Owner)

City of Novi
45175 W. 10 Mile Rd.
Novi, Michigan 48375

,OWNER,

as set forth in the said Surety Company's bond
IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 11th day of September, 2009

The Ohio Casualty Insurance Company
Surety Company

Barry W. Berman

Signature of Authorized Representative

Attorney-in-Fact

Attest: *Kathy Francisco*
(Seal):

S-4869

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707, CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION (AIAS ONE PAGE C 1970, THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

Principal: Envision Builders, Inc.

POWER OF ATTORNEY

POA Number: 41-884

THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

Obligee: City of Novi

Bond Number:

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: Barry W. Berman of Wixom, Michigan its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 5th day of December, 2008



Mark E. Schmidt
Mark E. Schmidt Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 5th day of December, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Mark E. Schmidt, Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012

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RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 11th day of September 2009



J. Timothy D'Errico

J. Timothy D'Errico Assistant Secretary