



CITY of NOVI CITY COUNCIL

Agenda Item H
August 27, 2012

SUBJECT: Approval of Change Orders No. 2 and No. 3 in the total amount of \$81,506 and final pay estimate in the amount of \$118,153 to V.I.L. Construction for the Meadowbrook Lake Dam Improvement project.

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

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$118,153
AMOUNT BUDGETED	\$ 0
APPROPRIATION REQUIRED	\$118,153 (to be included in future budget amendment)
LINE ITEM NUMBER	210-211.00-865.685 Drain Fund

BACKGROUND INFORMATION:

An engineering contract was awarded to URS Corporation (URS) in October 2007 for engineering services related to improvements to Meadowbrook Lake Dam that would address the dam's nonconformance issues and implement recommendations from a 2005 study to address downstream streambank erosion issues. The project included increasing spillway capacity to prevent dam failure, improvement to the primary spillway, streambank stabilization and improvements downstream of the dam, and an upgraded pedestrian path designed to allow vehicular access to the dam for continued maintenance.

Staff worked with the Meadowbrook Lake Subdivision Association and affected property owners over the past five years to address their concerns about the project, acquire the easements necessary for project construction, and to minimize impacts and address concerns during construction. The easements necessary to construct the project were acquired in February 2011, the design was finalized and a revised MDEQ permit for the project was obtained in the spring of 2011. The construction contract for this project was awarded to V.I.L. Construction at the July 11, 2011 City Council meeting in the amount of \$400,261. The construction of the project began in September 2011 and was completed in early 2012.

The City's consulting engineer for this project, URS administered the construction contract, inspected the contractor's work and has submitted the attached documents verifying the final contract payment amount that is due to the contractor, V.I.L. Construction. (Final Pay Estimate No.4 and Change Orders No. 2 and 3, attached). The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Saarela's August 17, 2012 letter, attached).

As with other large projects involving existing structures and underground excavation, there were several issues unforeseen until the project was under construction that required additional scope be added to the project. There were three changes orders on this

contract resulting in a net increase of \$158,789.19 to the construction contract. Change Order No. 1 in the amount of \$77,283.50 was approved by City Council on November 28, 2011. Change Order No. 2 in the amount of \$48,859.69 includes additional scope related to erosion protection and installation of an ice shield to protect the newly installed slide gate stems from ice damage. Change Order No. 3 in the amount of \$32,646 balanced the final contract units to match the quantity constructed in the field. The change orders resulted in a final construction contract price of \$559,050.19.

Staff has received a substantial amount of positive feedback from the residents and the Association related to the project. Photos of the final project conditions are attached.

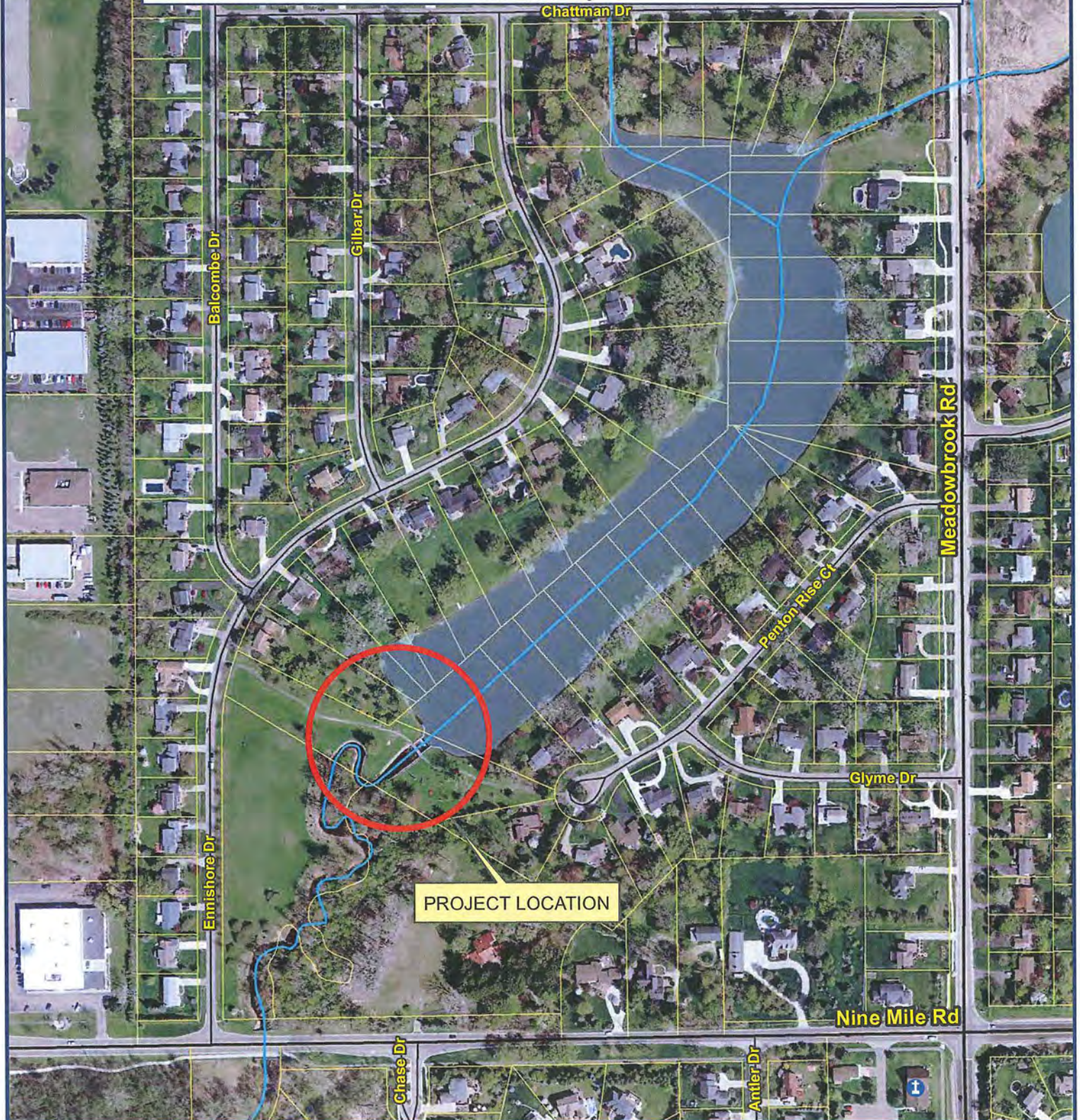
RECOMMENDED ACTION: Approval of Change Orders No. 2 and No. 3 in the total amount of \$81,506 and final pay estimate in the amount of \$118,153 to V.I.L. Construction for the Meadowbrook Lake Dam Improvement project.

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

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

Meadowbrook Lake Dam Improvement Project

Location Map



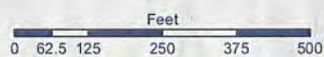
Map Author: Croy
Date: 6/28/11
Project: Meadowbrook Lake Dam
Version #: V1.0

Amended By: Place Name Here
Date: Enter Date
Department: Place here

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.

Map Legend



1 inch = 322 feet



City of Novi
Department Division
Department Name
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Meadowbrook Lake Dam Improvements Project



View from Ennishore Drive looking east



Looking north at the dam



Streambank stabilization along the Rouge River



Looking north at the lake secondary overflow swale



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.johnsonrosati.com

August 17, 2012

Suzanne Moreno
CITY OF NOVI
Finance Department
45175 W. Ten Mile Road
Novi, MI 48375

**RE: Meadowbrook Lake Dam Renovations
V.I.L. Construction**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Meadowbrook Lake Dam Renovation Project:

1. Application for Final Payment
2. Maintenance and Guarantee Bond Endorsement
3. Balancing Work Change Directives 2 and 3
4. Change Orders 2 and 3
5. Waivers of Lien
6. Contractor's Sworn Statement
7. Consent of Surety

The closing documents appear to be in order and have been approved by City Staff.

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

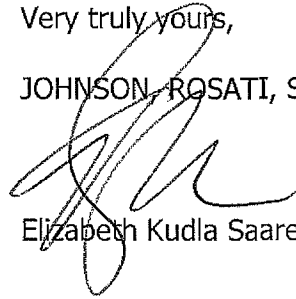
August 17, 2012

Page 2

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Lake- Dam Renovations **NOVI PROJECT NO.:** **PAYMENT NO.:**
OWNER: City of Novi **ENGINEER:** **CONTRACTOR:**
 45175 W. Ten Mile Road
 Novi, Michigan 48375
CONTRACT AMOUNT **COMPLETION DATE** **DATES OF ESTIMATE**
ORIGINAL: \$ 400,261.00 **ORIGINAL:** November 5, 2011- Slide gate January 4,2011 **FROM:** 3/22/11
REVISED: \$ 559,050.19 **REVISED:** May 30, 2012 **TO:** 6/30/11

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%
0	Constr. Inspection *Crew Day/	EA	40	\$ 615.00	\$ 24,600.00	70	\$ 615.00	\$ 43,050.00	16	\$ 9,686.25	23%
1	General Conditions/Permits	LS	1	\$ 65,000.00	\$ 65,000.00	1	\$ 65,000.00	\$ 65,000.00			
2	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00			
3	Soil Erosion Control Measures	LS	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00	\$ 11,000.00			
4	Tree, Brush Removal Including Stumps	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00			
5	Tree Relocation	EA	4	\$ 250.00	\$ 1,000.00	4	\$ 250.00	\$ 1,000.00			
6	Electrical Demolition	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00			
7	Asphalt Removal	SF	4800	\$ 0.70	\$ 3,360.00	4800	\$ 0.70	\$ 3,360.00			
8	Concrete Removal	SF	837	\$ 8.00	\$ 6,696.00	837	\$ 8.00	\$ 6,696.00			
9	By-Pass Pumping & Flow Diversion	LS	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	\$ 12,500.00			
10	Flap Gate Removal	EA	2	\$ 3,500.00	\$ 7,000.00	2	\$ 3,500.00	\$ 7,000.00			
11	Spillway Swale Excavation	CY	150	\$ 30.00	\$ 4,500.00	150	\$ 30.00	\$ 4,500.00			
12	Retaining Wall Modifications	LF	120	\$ 105.00	\$ 12,600.00	120	\$ 105.00	\$ 12,600.00			
13	Hand Rails	LF	195	\$ 140.00	\$ 27,300.00	195	\$ 140.00	\$ 27,300.00			
14	Fence	LF	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00			
15	Dam Embankment	CY	450	\$ 28.00	\$ 12,600.00	450	\$ 28.00	\$ 12,600.00			
16	Emergency Spillway Control Structure	LS	1	\$ 25,500.00	\$ 25,500.00	1	\$ 25,500.00	\$ 25,500.00			
17	Concrete Block Matting	SF	620	\$ 15.00	\$ 9,300.00	620	\$ 15.00	\$ 9,300.00			
18	Bank Stabilization (Rip-Rap)	SY	217	\$ 180.00	\$ 39,060.00	217	\$ 180.00	\$ 39,060.00			
19	Irrigation Pump & Piping Modifications	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00			
20	Slide Gate	EA	2	\$ 19,000.00	\$ 38,000.00	2	\$ 19,000.00	\$ 38,000.00			
21	6" Under Drain	LF	300	\$ 14.00	\$ 4,200.00	300	\$ 14.00	\$ 4,200.00			
22	6" PVC SCH 40	LF	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00			
23	Concrete Pathway	SF	5229	\$ 5.00	\$ 26,145.00	5229	\$ 5.00	\$ 26,145.00			
24	Grass Pavers	SY	375	\$ 60.00	\$ 22,500.00	375	\$ 60.00	\$ 22,500.00			

TOTAL THIS SHEET \$ 368,861.00 \$ 368,861.00 \$ -



CITY OF NOVI

APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Lake- Dam Renovations NOVI PROJECT NO.: PAYMENT NO.:

SECTION 1.			COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%
25	Electrical New Work	LS	1	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	\$ 8,000.00			
26	Remove/Reset Bench	EA	2	\$ 200.00	\$ 400.00	2	\$ 200.00	\$ 400.00			
27	Site Restoration	Acre	2	\$ 11,500.00	\$ 23,000.00	2	\$ 11,500.00	\$ 23,000.00			
28	Bulletin No. 1	LS				1	\$ 13,072.50	\$ 13,072.50			
29	Bulletin No. 2	LS				1	\$ 2,583.00	\$ 2,583.00			
30	Bulletin No. 3	LS				1	\$ 27,378.00	\$ 27,378.00			
31	Bulletin No. 4	LS				1	\$ 8,200.00	\$ 8,200.00			
32	Bulletin No. 5	LS				1	\$ 24,500.00	\$ 24,500.00			
33	Bulletin No. 6	LS				1	\$ 1,550.00	\$ 1,550.00			
35	Bulletin No. 7	LS				1	\$ 3,350.00	\$ 3,350.00			
36	Bulletin No.8	LS				1	\$ 31,347.89	\$ 31,347.89			
37	Bulletin No.9	LS				1	\$ 4,511.80	\$ 4,511.80			
38	Bulletin No. 10	LS				1	\$ 9,650.00	\$ 9,650.00			
39	Bulletin No. 11										
40	Tree Relocation	EA				-2.00	\$250.00	\$ (500.00)			
41	Concrete Removal	SF				603.00	\$8.00	\$ 4,824.00			
42	Spillway Swale Excavation	CY				79.00	\$30.00	\$ 2,370.00			
43	Dam Embankment	CY				85.00	\$28.00	\$ 2,380.00			
44	Bank Stabilization (Rip Rap)	SY				126.40	\$180.00	\$ 22,752.00			
45	Concrete Pathway	SF				164.00	\$5.00	\$ 820.00			
46											
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TOTAL FROM THIS SHEET					\$	31,400.00		\$	190,189.19	\$	-
TOTAL FROM OTHER SHEET					\$	368,861.00		\$	368,861.00	\$	-
SUBTOTAL					\$	400,261.00		\$	559,050.19	\$	-



CITY OF NOVI

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Lake- Dam Renovations

NOVI PROJECT NO.:

PAYMENT NO.:

Original Contract Amount:	\$	400,261.00
Change Orders:	\$	158,789.19
Adjusted Contract Amount to Date:	\$	559,050.19
Total Cost of Work Performed to Date:	\$	559,050.19
MINUS Retainage:	0% \$	-
MINUS Inspection "Crew Days":	To Date 70 \$	-
	This Pay 16	
Net Amt. Earned of Contract and Extra Work to Date:	\$	559,050.19
PLUS Value of Materials Stored at Close of Period:	\$	-
Subtotal:	\$	559,050.19
MINUS Amount of Previous Payments:	\$	440,897.23
1 \$	196,938.90	
2 \$	153,273.60	
3 \$	90,684.73	
4 \$	-	
5 \$	-	
6 \$	-	
7 \$	-	
8 \$	-	
9 \$	-	
10 \$	-	

CHANGE ORDERS

No.	Date	\$	Amount
1	November 2, 2011	\$	77,283
2	June 14, 2012	\$	48,859
3	August 15, 2012	\$	32,646

TOTAL: \$ 158,789

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

BALANCE DUE THIS PAYMENT:

\$ 118,152.97



CITY OF NOVI

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Lake- Dam Renovation

NOVI PROJECT NO.:

PAYMENT NO.:

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE TO CONTRACTOR is recommended.

CITY OF NOVI

By: Aaron J. Staup, Construction

Dated: 8/17/12

1/22 Construction, Inc
Contractor Company

Date: July 10, 2012

Contractor Authorized Signature

By: Anthony Venti
Print Name

By: Brian Coburn, Senior Civil E

Dated: 8/17/12

URS
Consultant Firm

Date: 6/28/2012

Consultant Authorized Signature

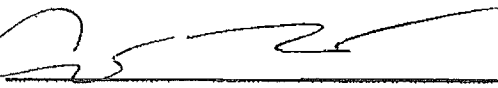
By: NAVID MEHRAM
Print Name

New Contract Items

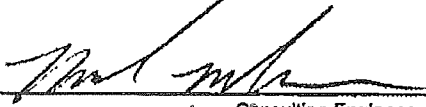
Item No.	Item Description	Unit	Unit Price	Quantity	Contract Price	
					Add	Deduct
Bulletin No. 9	Slope Restoration at Foorbridge					
	Labor	LS	\$3,659.07	1	\$3,659.07	
	Material	LS	\$121.79	1	\$121.79	
	Equipment	LS	\$730.94	1	\$730.94	
	Crew Days	DAY	\$615.00	3		
Bulletin No. 10	Ice Shield	EA	\$4,825.00	2	\$9,650.00	
	Crew Days	DAY	\$615.00	2		
Bulletin No. 11	(Crew Day) Site Wet Conditions unable to Work	DAY	\$615.00	9.25		
	(Crew Day) Channel Work	DAY	\$615.00	3.75		
Subtotals					\$14,161.80	\$0.00
Total					\$14,161.80	

Estimated Increase/Decrease in Contract Price	\$48,859.69
Original Contract Amount	\$400,261.00
Sum of Previous Approved Change Orders	\$77,283.50
Estimated Revised Contract Amount	\$526,404.19

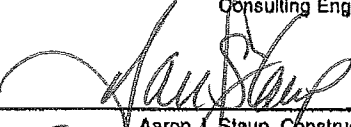
*Final approved amounts in Contract Price must be formalized by way of a Change Order; especially any that exceed the Original Contract Price or 10% of the Contract Price, in sum.

Accepted By: 
 General Contractor


Date: 8-16-12

Prepared By: 
 Consulting Engineer

Date: 28-Jun-12

Recommended By: 
 Aaron J. Staup, Construction Engineer

Date: 8/17/12

Approved By: 
 Brian Coburn, P.E., City Engineer

Date: 9/17/12



CHANGE ORDER No. 2

Project: Meadowbrook Lake - Dam Renovations

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

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

Contractor: V.I.L. Construction
6670 Sims Drive
Sterling Heights, MI 48313

Drafted Date: June 14, 2012

Description/Reasoning: Bulletin No. 8 - Owner approved additional undercutting for sidewalk at Station 0+7. to 1+0 and 2+00 to 2+70
Bulletin No. 9 - Owner approved erosion protection at sidewalk foot bridge
Bulletin No. 10 - Owner approved ice shield/diversion for slide gate stems
Bulletin No. 11 - Contractor experienced few rain days were the site was in very poor condition not allowing work to be completed. During the channel work heavy rain event disturbed the channel work area requiring rework.

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

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	\$48,858.89
ORIGINAL CONTRACT AMOUNT:	\$400,261.00
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$77,263.50
REVISED CONTRACT AMOUNT:	\$526,404.19

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CONTRACT TIME BY: 25 Crew Day(s) to Substantial or Final Completion

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

Accepted By:
General Contractor

Date: 8-16-12

Prepared By:
Consulting Engineer

Date: 6/28/2012

Recommended By:
Aaron J. Steup, Construction Engineer

Date: 8/17/12

Approved By:
Brian Coburn, P.E., City Engineer

Date: 8/17/12



CHANGE ORDER No. 3

Project: Meadowbrook Lake - Dam Renovations

Owner: City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375
(248) 735-6632

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

Contractor: V.I.L. Construction
6670 Sims Drive
Sterling Heights, MI 48313

Drafted Date: June 30, 2012

Description/Reasoning: Bulletin No. 11 Balancing Change Order

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

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	\$32,646.00
ORIGINAL CONTRACT AMOUNT:	\$400,261.00
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$126,143.19
REVISED CONTRACT AMOUNT:	\$559,050.19

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

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

Accepted By: [Signature]
General Contractor

Date: 8-16-12

Prepared By: [Signature]
Consulting Engineer

Date: 8/15/2012

Recommended By: [Signature]
Aaron R. Staup, Construction Engineer

Date: 8/17/12

Approved By: [Signature]
Brian Coburn, P.E., City Engineer

Date: 8/17/12



ENDORSEMENT

Attached to and forming part of Bond # 35BCSFX4732

effective July 18, 2011

on behalf of V.I.L. Construction, Inc.

of 6670 Sims Road, Sterling Heights, MI 48313

in favor of City of Novi

and in the amount of \$400,261.00 Dollars.
Four Hundred Thousand Two Hundred Sixty One and 00/100THS

It is understood and agreed that effective July 27, 2012

the Maintenance Bond Amount shall be changed

from \$400,261.00
Four Hundred Thousand Two Hundred Sixty One and 00/100THS
to \$559,050.19
Five Hundred Fifty Nine Thousand Fifty and 19/100THS

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated July 27, 2012

Hartford Accident and Indemnity Company
Kathleen M. Irelan

By:

Kathleen M. Irelan, Attorney-in-Fact

The above endorsement is hereby agreed to and accepted:

By: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 35-351225

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Robert Trobec, Kathleen M. Irelan, Ian J. Donald, Jeffrey A. Chandler, Alan P. Chandler, Chad Teague, Wendy L. Hingson
of
Troy, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *July 27, 2012*
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707**

Owner
Architect
Contractor
Surety
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. 35BCSFX4732

PROJECT: Meadowbrook Lake- Dam Renovations

(name, address)

TO: (Owner)

**City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024**

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Contract Bond

CONTRACT DATE: //

CONTRACTOR:

**V.I.L. Construction, Inc.
6670 Sims Road
Sterling Heights, MI 48313**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Hartford Accident and Indemnity Company
One Hartford Plaza, T-4
Hartford, Connecticut 06155

.SURETY COMPANY

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

**V.I.L. Construction, Inc.
6670 Sims Road
Sterling Heights, Michigan 48313**

.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. Ten Mile Road
Novi, Michigan 48375-3024**

.OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has heretunto set its hand this **2nd** day of **July,** **2012**

Surety Company
Hartford Accident and Indemnity Company

Kathleen M. Irelan
Signature of Authorized Representative

Attest:
(Seal):

ABJ

Kathleen M. Irelan - Attorney-In-Fact
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-AIA*

ONE

PAGE:

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POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-4
 One Hartford Plaza
 Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 35-351225

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Robert Trobec, Kathleen M. Irelan, Ian J. Donald, Jeffrey A. Chandler, Alan P. Chandler, Chad Teague, Wendy L. Hingson
 of
Troy, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Pascka

Scott E. Pascka
 Notary Public
 My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 2nd, 2012
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Sworn Statement

State of Michigan
County of Macomb

Dominic Vani being duly sworn, deposes and says:

That he/she makes this Sworn Statement on behalf of V.I.L. Construction, Inc.

who is the (contractor) (subcontractor)

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

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) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to Complete (Optional)	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholding Due but Unpaid
Contech Construction Products	Armored Block Mat	6,063.72	6,063.72	0.00			
Sylvania Minerals	Limestone	3,839.08	3,839.08	0.00			
Hanes Geo Components	Grassy Pavers & Restoration Materials	11,610.76	11,610.76	0.00			
MBA Distributing, Inc.	Sluice Gates	9,900.00	9,900.00	0.00			
San Marino Iron	Railing	14,855.00	14,855.00	0.00			
Don's Restoration	Restoration	15,500.00	15,500.00	0.00			
Elmer's Crane & Dozer, Inc.	Anchor Tie Backs	41,750.00	41,750.00	0.00			
Zuniga Cement Construction	Concrete Path	21,748.37	21,748.37	0.00			
Paramount Electric, Inc.	Electrical Work	13,260.00	13,260.00	0.00			
Timmer Construction, Inc.	Structural Concrete	22,050.00	22,050.00	0.00			

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

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as _____ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agent that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for 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 OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Dominic Vani
Deponent

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 570.2220 OF THE MICHIGAN COMPILIED LAWS.

Subscribed and sworn to before me this
30th day of July

Michael Van
Notary Public

Macomb County, Michigan

My commission expires 2-13-2015

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
 (other contracting party)
 to provide materials – ArmorFlex
 for the improvement of the property described as Meadowbrook Lake Dam Renovations,
Novi, Michigan
 having been fully paid and satisfied, all my/our construction lien rights against such property are
 hereby waived and released.

Contech Construction Products
 BY: Susan Ruscher
 Susan Ruscher, Credit Rep
 Address: 9025 Centre Pointe Dr., Suite 400
West Chester, OH 45069
 Telephone: (513) 645-7320

Signed on: July 30, 2012

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.



Great Lakes Aggregates Companies

Sylvania Minerals • Rockwood Quarry • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

FULL UNCONDITIONAL WAIVER

My/our contract with V.I.L. Construction, Inc.
(Other Contracting Party)

To provide Aggregate Material

For the improvement to the property described as:

Meadow Brook Lake

Having been fully paid and satisfied, all my/our construction lien rights against subject property are hereby waived and released.

If the owner of lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of 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.

Sylvania Minerals, LLC

Lana Dedeluk

(Signature of Lien Claimant)

LANA DEBALUK, CONTROLLER

Signed On: 07/31/12

Address: 5699 Ready Road, PO Box 406
South Rockwood, MI 48179

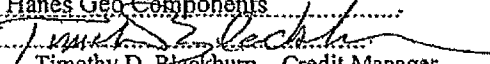
Telephone: (734) 783-7416

Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
 (other contracting party)
 to provide materials - Grassy Pavers, Fabric, and Misc.
 for the improvement of the property described as Meadowbrook Lake Dam Renovations,
Novi, Michigan
 having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Hanes Geo Components
 BY: 
 Timothy D. Blackburn - Credit Manager
 Address: 29165 Wall St.
Wixom, MI 48393
 Telephone: (248) 596-4300

Signed on: July 26, 2012

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

This waiver is specific only to goods shipped on the following Hanes Geo Invoices:

- 64133537
- 64134144
- 64134145
- 64147359
- 64148889

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
 (other contracting party)
 to provide materials – Sluice Gates
 for the improvement of the property described as Meadowbrook Lake Dam Renovations,
Novi, Michigan
 having been fully paid and satisfied, all my/our construction lien rights against such property are
 hereby waived and released.

MBA Distributing, Inc.
 BY: *Matthew Hurst*
 Matthew Hurst, Sales Manager
 Address: 2305 E. high St.
Jackson, MI 49203
 Telephone: (517) 787-9016

Signed on: July 26, 2012

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

The Builders Exchange of Detroit & Michigan

Form No. LL0016

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
 (other contracting party)
 to provide materials -- Dam Hand Rail
 for the improvement of the property described as Meadowbrook Lake Dam Renovations,
Novi, Michigan
 having been fully paid and satisfied, all my/our construction lien rights against such property are
 hereby waived and released.

BY: San Marine Iron Company
Matt Robertson, Sales Manager
 Address: 11145 E. 7 Mile Road
Detroit, MI 48234
 Telephone: (313) 526-9255

Signed on: July 30, 2012

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
 (other contracting party)
 to provide Restoration Work
 for the improvement of the property described as Meadowbrook Lake Dam Renovations.
Novi, Michigan
 having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Don's Restoration, LLC
 BY: *Jason Lewis*
 (signature of lien claimant) Jason, Lewis, President
 Address: 325 West Milton
Hazel Park, MI 48030
 Telephone: (586) 854-2587

Signed on: July 23, 2012

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

From:

07/26/2012 08:51

#160 P.001/001

18132

The Builders Exchange of Detroit & Michigan

Form No. LL0016

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
 (other contracting party)
 to provide Dam Tiebacks
 for the improvement of the property described as Meadowbrook Lake Dam Renovations,
Novi, Michigan
 having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Elmer's Crane and Dozer, Inc.
 BY: [Signature]
 (signature of lien claimant)
 Address: PO Box 6150
Traverse City, MI 49696-6150
 Telephone: (800) 335-6377

Signed on: 7/16/12

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
 (other contracting party)
 to provide Concrete Flatwork
 for the improvement of the property described as Meadowbrook Lake Dam Renovations,
Novi, Michigan
 having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Zuniga Cement Construction, Inc
 BY: [Signature]
 (signature of lien claimant) Tomás Zuniga, Resident
 Address: 24620 Schoenherr Road
Warren, Michigan 48089
 Telephone: 586 772 3343

Signed on: 7-20-12

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
(other contracting party)
to provide Electrical

for the improvement of the property described as Meadowbrook Lake Dam Renovations.
Novi, Michigan

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

Paramount Electric Inc.
BY: [Signature]
(signature of lien claimant) James Venker, President
Address: 5151 Wilby St
Shelby Twp, MI 48317-3029
Telephone: (586) 873-0420

Signed on: 7/16/12

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

Full Unconditional Waiver

My/our contract with V.I.L. Construction, Inc.
 (other contracting party)
 to provide Concrete Structure Work
 for the improvement of the property described as Meadowbrook Lake Dam Renovations,
Novi, Michigan
 having been fully paid and satisfied, all my/our construction lien rights against such property are
 hereby waived and released.

Timmer Construction Co.
 BY: *Ninette Colg.*
 (signature of lien claimant) *Ninette Colg., manager*
 Address: 30670 W. 8 Mile Road
Farmington Hills, MI 48336.
 Telephone: (248) 478-9400

Signed on: 7/16/2012

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

THE BUILDERS EXCHANGE OF DETROIT & MICHIGAN DISCLAIMS ANY LIABILITY FOR CHANGES
 MADE TO THIS FROM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

TCC Job # 2011-031