



cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item E**  
**July 6, 2009**

**SUBJECT:** Approval of final balancing change order and final payment to Garrison Company in the amount of \$35,468.12 for the Police Department's Critical Needs Project.

**SUBMITTING DEPARTMENT:** Police *DEM*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Garrison Company was selected as the general contractor for the Novi Police Department's Critical Needs Project. Garrison's work has been in compliance with the plans and specifications, and final payment in the amount of \$35,468.12 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form.

The original contract with Garrison was approved by City Council on July 28, 2008. The total amount of the contract with Garrison was \$403,600. The final payment brings the total in construction expenditures on this project to \$419,672.40 or 4% over the contract. The entire cost of the Critical Needs Project amounted to \$517,695 or \$1,355 under budget.

**RECOMMENDED ACTION:** Approval of final balancing change order and final payment to Garrison Company in the amount of \$35,468.12 for the Police Department's Critical Needs Project.

	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				

**Police Department  
Critical Needs  
Cost Summary**

Item #		Original Budget	Project Spending	
1	<b>Construction:</b>			
2	Construction - Garrison	\$ 432,450	\$ 403,600	
3	Change Orders:			
4	CO #1: Window cost savings, electrical, VAV sensors		\$ 8,161	
5	CO #2: Ductwork modifications, joint sealants, boiler firebox		\$ 4,284	
6	CO #3: Exhaust fan, sewer line repair, transfer switch		\$ 4,241	
7	CO #4: Corrective electrical work		\$ (614)	
8	Total Change Orders		\$ 16,072	
9				
10	<b>Total Construction</b>	<b>\$ 432,450</b>	<b>\$ 419,673</b>	
11				
12	<b>Fees and Testing:</b>			
13	Fees and Testing - CDPA	\$ 43,300	\$ 46,224	
14	CDPA Reimbursables		\$ 2,038	
15	<b>Total Fees and Testing</b>	<b>\$ 43,300</b>	<b>\$ 48,262</b>	
16				
17	<b>Contingency:</b>			
18	Consulting - Plante & Moran		\$ 20,000	
19				
20	<b>Additional Items discovered subsequent to Study:</b>			
21	Camera Work to Inspect the Drain		\$ 718	
22	Emergency Generator Interface to Bldg Mgmt System		\$ 979	
23	Tuckpointing/Sealant Bulletin		\$ 1,252	
24	Electrical/Transfer Switch Technical Review		\$ 1,500	
25	Speak Holes for Security Glass		\$ 847	
26	Sensor Lights in the Building		\$ 2,500	
27	Existing Generator Tank Upgrade		\$ 12,175	
28	New Conduit Between City Hall & Police		\$ 9,789	
29				
30	<b>Contingency</b>	<b>\$ 43,300</b>	<b>\$ 49,760</b>	
31				
32				
33	<b>Total</b>	<b>\$ 519,050</b>	<b>\$ 517,695</b>	
34				
35	Underbudget		\$ 1,355	
36				
37				
38	<b>Police Department - Critical Needs</b>			
39				
40	Construction	\$ 432,450		
41	Fees and Testing	\$ 43,300		
42	Contingency	\$ 43,300		
43	<b>Total Construction</b>	<b>\$ 519,050</b>		
44				

June 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

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

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

**RE: Novi Police Department Renovations  
The Garrison Company – Closing Documents  
Our File No. 55142 NOV**

Dear Ms. Moreno:

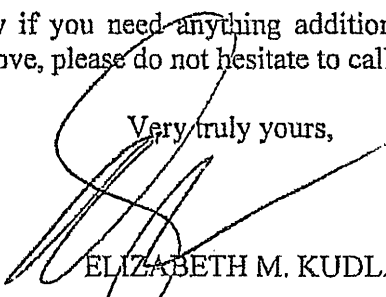
We have received and reviewed the following additional and/or revised closing documents you have provided for the Novi Police Department:

- Waivers of Lien
- Rider to Maintenance and Guarantee Bond

All issues set forth in our June 17, 2009 review letter have been satisfactorily addressed. We see no remaining legal impediments with respect to the closing documents that would prohibit final payment on the project.

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

cc: Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Patricia Cauchi, Novi Police Department  
Thomas R. Schultz, Esquire

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June 17, 2009

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

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

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

**RE: Novi Police Department Renovations  
The Garrison Company – Closing Documents  
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following closing documents you have provided for the Novi Police Department:

- Contractor's Application for Payment No. 5 (\$35,4686.12)
- Waivers of Lien
- Contractor's Sworn Statement
- Consent of Surety
- Maintenance and Guarantee Bond

The City's Architect has reviewed and confirmed the accuracy of Contractor's Application for Payment No. 5. The documents appear to be generally in order with the following exceptions:

1. The Waivers of Lien for the following subcontractors should contain both the printed name and the title of the signatory:
  - a. Rayhaven Group – missing the **title** of Cheryl LaCommare.
  - b. The Sheer Shop – missing the **printed name and title** of the unknown signatory.
  - c. FS Mechanical – missing the **title** of Steven Segal.

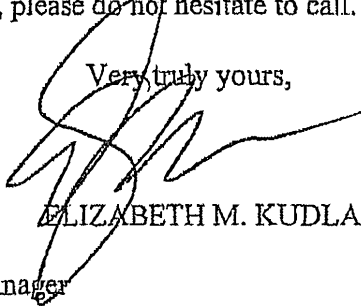
Of the remaining Waivers of Lien, I was able to identify and write in the printed name and title of the signatory as follows:

Suzanne Moreno, Finance Department  
June 17, 2009  
Page 2

- a. Michigan Glass Company – Paul Millitello, Vice-President.
2. The Maintenance and Guarantee Bond must be amended to the final contract amount of \$420,286.40. (This is the amount of the total cost of the improvements without subtracting the cost of the damage to the elevator incurred by the Police Department).

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

cc: Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Patricia Cauchi, Novi Police Department  
Thomas R. Schultz, Esquire

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## Certificate of Compliance

06-08-2009

Activity No.: B08-0310

TO: CDPA ARCHITECTS INC  
26600 TELEGRAPH RD  
STE 450 48033

This is to certify that the Building, Existing Building, or Land, located at:

45125 TEN MILE RD NOVI  
45125 W TEN MILE RD-NOVI POLICE BUILDING

City of Novi, Oakland County, Michigan has been duly inspected and is in compliance as stated below in accordance with the *City of Novi Zoning Ordinance* and *Building Code*, and other ordinances of the City of Novi, as enforced by the Building Inspector.

ALTERATIONS TO EXISTING POLICE BUILDING MBC 2003  
Non-residential, Office, 2 Stories, A-3, B, I-3 & S-1, 2B,  
Occupant Load 364, Non-separated mixed use, 38,840 sq ft

It is specifically understood that this Certificate becomes null and void when secured through fraud or by reason of latent violations not ascertainable at the time of inspection or when changes in construction, installation, or occupancy are made without the Building Inspector(s) approval.

  
\_\_\_\_\_  
Building Official  
City of Novi

The law provides for subsequent inspections of these premises by the Building Inspector at any reasonable time.

**CERTIFICATE OF  
SUBSTANTIAL  
COMPLETION**

DISTRIBUTION TO:  
 OWNER  
 ARCHITECT

CONTRACTOR  
 FILE

---

PROJECT: ALTERATIONS TO POLICE BUILDING ARCHITECT: CDPA ARCHITECTS, INC.  
TO: City of Novi CDDA PROJECT NO.: 08-152  
47175 W. Ten Mile Road CONTRACTOR: The Garrison Company  
Novi, MI 48375 CONTRACT FOR: General (All Trades Work)  
CONTRACT DATE: July 28, 2008  
DATE OF ISSUANCE: June 11, 2009

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PROJECT OR DESIGNATED PORTION SHALL INCLUDE: All work contained in the Contract Documents dated May 29, 2008 prepared by the Architect, and all Addenda and approved Change Orders issued subsequent thereto.

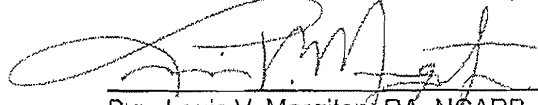
The **ELECTRICAL** work performed under this Contract has been reviewed and found to be substantially complete. The DATE OF SUBSTANTIAL COMPLETION for the electrical trades' scope of work only is hereby established as **May 21, 2009** which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

---

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION: The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

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CERTIFIED BY: CDPA ARCHITECTS, INC.

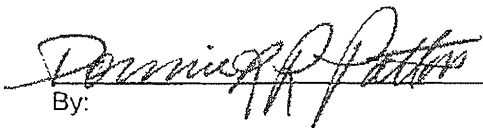


By: Louis V. Margitan, RA, NCARB

6-11-09  
Date

AGREED TO: THE GARRISON COMPANY

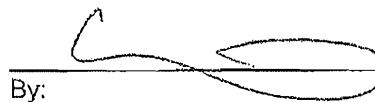
AUTHORIZED BY: CITY OF NOVI



By:

Date

By:



Date

6-15-09

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

Owner  
Architect  
Contractor  
Surety  
Other **105150903**

**PROJECT:** Novi Police Department Renovations Project #0902,  
(name, address)

**TO: (Owner)**  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

**ARCHITECT'S PROJECT NO:**  
**CONTRACT FOR:** Contract Bond

**CONTRACT DATE:**

**CONTRACTOR:**  
The Garrison Company  
32871 Middlebelt  
Farmington Hills, MI 48334

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
Travelers Casualty and Surety Company of America  
1441 W Long Lake Rd, Suite 300  
Troy, Michigan 48098

,SURETY COMPANY

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

The Garrison Company  
32871 Middlebelt  
Farmington Hills, Michigan 48334

,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 West Ten Mile Road  
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 20th day of April, 2009

Surety Company  
Travelers-Casualty and Surety Company of  
America

Signature of Authorized Representative

Attest:  
(Seal):



Susan L Belloli - 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

©1970-THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK, AVE., NW, WASHINGTON, D.C. 20006





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215736

Certificate No. 002747236

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Belloli, T. J. Griffin, Terence J. Griffin, Terri L. Young, and William A. Pirret

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of October, 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

**BOND NO. 105150903**

IN FAVOR OF **City of Novi**

ON BEHALF OF **The Garrison Company**

EFFECTIVE

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, **Travelers Casualty and Surety Company of America** hereby gives its consent to:

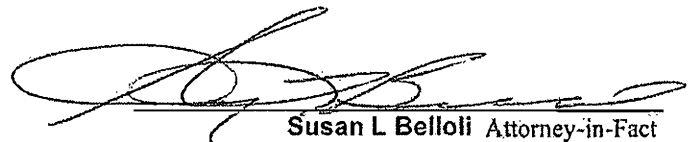
Revise contract amount to \$419,672.40 from \$420,286.40 ✓

EFFECTIVE: **10th day of June, 2009**

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond and under the attached bond as changes by this rider shall not be cumulative.

**SIGNED, AND SEALED 10th day of June, 2009**

**Travelers Casualty and Surety Company of America** Surety

  
Susan L. Belloli Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215736

Certificate No. 002747429

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Belloli, T. J. Griffin, Terence J. Griffin, Terri L. Young, and William A. Pirret

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of October, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

REQUIRED BOND LANGUAGE

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we The Garrison Company  
hereinafter called the "Principal", and Travelers Casualty and Surety Company  
of America

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "Owner," as Obligee, for the just and full sum of Four Hundred Three  
Thousand Six Hundred and No/100----- Dollars (\$ 403,600.00)  
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the Owner dated the  
\_\_\_\_\_ day of \_\_\_\_\_, for the construction of  
Novi Police Department Renovation Project #0902  
*(fill-in Project Name)*

AND WHEREAS, this Contract was awarded upon the express condition that the Principal  
would furnish a Two (2) year Maintenance Bond from the date of formal acceptance by the City  
Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the  
construction installation, and completion of said project to be of good quality and constructed and  
completed in a workmanlike manner in accordance with the standards, specifications and requirements of  
the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal  
shall replace such defective material and shall repair all defects due to defective workmanship and/or  
materials that shall occur on or before Two (2) year(s) of final acceptance by Owner through  
resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force,  
effect and virtue.

If the Principal does not correct defects reported in writing by the Owner to the Principal and Surety by  
repair or replacement as directed by the Owner within the time required, which shall not be less than seven  
(7) days from service of the notice, the Owner shall have the right to perform or secure the performance of  
the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five  
percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the Owner  
immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair,  
plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the Owner may perform as provided in this Bond may be by Owner employees, agents, or  
independent contractors. The Owner shall not be required to utilize competitive bidding unless otherwise  
required by applicable law, with labor cost and expense charges when Owner employees are utilized to be  
based on the hourly cost to the Owner of the employee(s) performing the repair.

REQUIRED BOND LANGUAGE

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the Owner, its agents and other working on the Owner's behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 5 day of August 20 08

In the Presence of:

WITNESS

[Signature]

(fill-in name of construction contractor)

The Garrison Company  
Principal

[Signature]  
Title EVP

Travelers Casualty and Surety  
Company of America

[Signature]

Surety  
[Signature]

Title Susan L Belloli,  
Attorney-in-Fact  
1441 W Long Lake Rd, Suite 300

Address of Surety  
Troy, MI 48098

105150903

Bond No.

City Zip Code



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215736

Certificate No. 002389441

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Bellofi, T. J. Griffin, Terrence J. Griffin, Terri L. Young, and William A. Pirret

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of October, 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

TO: City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

PROJECT: City of Novi Police Department  
Renovations  
45125 W. Ten Mile Road  
Novi, MI 48375

APPLICATION: 5  
PERIOD FROM:

Job No.  
0902

FROM: The Garrison Company  
32871 Middlebelt Road  
Farmington Hills, MI 48334

ARCHITECT:

PERIOD TO: 4/30/2009

PO# 91066 Dept. 301

CONTRACT FOR:

APPLICATION DATE: 6/10/2009

CONTRACTOR'S APPLICATION FOR PAYMENT:

CHANGE ORDER SUMMARY:

See attached detail.

Application is made for Payment, as shown below, in connection with the contract. Continuation Sheet and Document is attached.

1. Original contract amount.....	\$403,600.00
2. Net Change by Change Orders.....	16,072.40
3. Contract Sum to Date.....	419,672.40
4. Total Completed and Stored to Date.....	\$419,672.40
5. Retainage Percentage (less down payment).....	
Total Retainage.....	\$0.00
6. Total Earned Less Retainage.....	\$419,672.40
7. Less Previous Certificates For Payment (Line 6 from prior certificate).....	\$384,204.28
8. <b>CURRENT PAYMENT DUE</b> .....	<b>\$35,468.12</b>
9. Balance to Finish, Plus Retainage (Line 3 Less Line 6).....	0.00

NET CHANGE BY CHANGE ORDERS      16,072.40

City of Novi 45175 W. Ten Mile Road Novi, MI 48375	PROJECT: City of Novi Police Department Renovations 45125 W. Ten Mile Road Novi, MI 48375	APPLICATION: 5  PERIOD FROM:  PERIOD TO: 4/30/2009
FROM: The Garrison Company 32871 Middlebelt Road Farmington Hills, MI 48334	ARCHITECT:	Job No. 0902

The undersigned Contractor certifies that to the best of the Contractor's 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 the Contractor for work for which the previous Certificate for Payment was issued and payments received from the Owner, and that current payment shown herein is now due.

STATE OF MICHIGAN COUNTY OF LIVINGSTON, ACTING IN OAKLAND

Subscribed and sworn before me this 10 day of June, 2009

NOTARY PUBLIC:

*Geraldine M. Beebe*  
**GERALDINE M. BEEBE**  
 NOTARY PUBLIC, STATE OF MI  
 COUNTY OF OAKLAND  
 MY COMMISSION EXPIRES SEP 11, 2011  
 ACTING IN COUNTY OF

CONTRACTOR: The Garrison Company

BY: *Dominic R. Roberts* DATED: 6-10-09

My commission expires:

**OWNER'S / ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Document, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of Architect's knowledge, information and belief the WORK has progressed as indicated, the quality of the WORK is in accordance with the Contract Documents, and the Contractor is entitled to payment

*[Signature]* 6-11-09

AMOUNT CERTIFIED.....\$ \_\_\_\_\_

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

OWNER'S REPRESENTATIVE:

BY: \_\_\_\_\_ Date: \_\_\_\_\_

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.

Document Form, APPLICATION AND CERTIFICATE FOR PAYMENT, Containing:

Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.



**CHANGE ORDER SUMMARY**

CO#	Description	Totals
1	COR's 1, 2r1, 3r1	8,161.00
2	COR's #4r1, 6, and 3r1extras	4,284.00
3	COR #7r1, COR #8, COR #10	4,241.40
4	COR #11 Elevator and Door Repair	-614.00
TOTAL		16,072.40

## REQUEST FOR PAYMENT DETAIL

Project: 0902-1 / City of Novi Police Department

Invoice: 9094302009

Draw 5

Period Ending Date: 4/30/2009 Detail Page 4 of 4 Pages

Item No.	Description of Work	Original Scheduled Value	Revised Scheduled Value	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
02	General Conditions, OH & P	50,955	53,336	51,724	1,612		53,336	100		
09	Earthwork & Utilities	0								
12	Concrete (Site)	0								
13	Concrete (Curb & Gutter)	0								
28	Concrete Work (Foundations)	0								
29	Concrete Work (Flatwork)	2,789	2,789	2,789			2,789	100		
40	Caprenty (Millwork)	0								
42	Insulation	0								
49	Joint Sealer & Caulking	11,220	10,220	10,220			10,220	100		
51	Hollow Metal Frames	540	540	540			540	100		
55	Glass & Aluminum	99,300	95,300	95,300			95,300	100		
64	Painting & Wall Covering	4,580	4,580	4,580			4,580	100		
65	Blinds	3,166	3,777	3,777			3,777	100		
92	Plumbing	0								
94	HVAC	222,200	229,833	229,833			229,833	100		
96	Electrical	8,850	19,297	8,850	10,447		19,297	100		
<b>Totals</b>		403,600	419,672	407,613	12,059		419,672	100		

**SWORN STATEMENT**

State of Michigan, County of:

Oakland

Mark K. Tucker, President

being duly sworn, deposes and says:

The Garrison Company

is the contractor of/for improvement to:

Novi Police Department

situated in the City of:

Novi

County of: Oakland

Michigan

That the following is a complete statement of each subcontractor, laborer and subcontractor supplier with whom the subcontractor has subcontracted for performance for which the payment of wages, materials, fringe benefits and withholding is paid under the contract with the contractor, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names.

That he has not employed or procured material from, or subcontracted with any persons or firms other than those listed below and owes no monies for the construction of said buildings or improvements other than the sums set forth below.

That he makes the foregoing statement as the subcontractor for the purpose of representing to the contractor and/or owner that the aforementioned property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth below.

	NAME OF SUBCONTRACTOR/SUPPLIER	Description of Work	Original Contract Amount	Adjusted Contract	Previous Payments Amount	Amount Of This Request	Retained to Date	BALANCE
1	Detroit Concrete Company	Site Concrete Paving	1,500.00	0.00	0.00	0.00	0.00	0.00
2	RAM Construction Services	Joint Sealants	8,700.00	7,700.00	7,700.00	0.00	0.00	0.00
3	Rayhaven Group	Steel Doors and Frames	540.00	540.00	540.00	0.00	0.00	0.00
4	Michigan Glass Company	Aluminum Entrances & Storefrnt	81,700.00	77,700.00	77,700.00	0.00	0.00	0.00
5	Camovic Rainbow Painting, Inc.	Painting	4,580.00	5,080.00	5,080.00	0.00	0.00	0.00
6	Sheer Shop	Window Treatment	3,166.00	3,777.00	3,777.00	0.00	0.00	0.00
7	FS Mechanical LLC	HVAC	211,100.00	218,483.45	218,483.45	0.00	0.00	0.00
8	Engineered Maintenance Corp	Electrical	8,850.00	19,911.00	19,911.00	0.00	0.00	0.00
9	Garrison Company	General Contractor	83,464.00	86,480.95	51,012.83	35,468.12	0.00	0.00
10								
11								
12	<b>TOTAL</b>		<b>403,600.00</b>	<b>419,672.40</b>	<b>384,204.28</b>	<b>35,468.12</b>	<b>0.00</b>	<b>0.00</b>

WARNING TO THE OWNER: AN OWNER OF LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, LABORER, OR SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OF LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


WARNING TO DEPONENT: A PERSON WHO WITH INTENT TO DEFRAUD, AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570, 1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 10 day of June 2009.

  
DEPONENT

DATED: JUNE 10, 2009

BY:

  
NOTARY

**GERALDINE M. BEEBE**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES SEP 11, 2011  
ACTING IN COUNTY OF

# CHANGE ORDER

CONTRACTOR: The Garrison Company DATE: September 17, 2008  
 CONTRACT: General (All-Trades Work) PROJECT: Alterations to Police Building  
 OWNER: City of Novi  
 CDPA PROJECT NO.: 08-152  
 CHANGE ORDER NO.: ONE

You are hereby requested to comply with the following changes from the Contract Documents for the subject project.

Description of Changes:

1. All credits associated with the change in the installation of the new aluminum windows as per the Contractor's quotation dated September 2, 2008 in the credit amount of \$4,000.00.
2. All work contained in Bulletin No. One dated August 12, 2008 as per the Contractor's quotation dated September 3, 2008, as modified, in the amount of \$8,044.00.
3. All work contained in Bulletin No. Two dated September 4, 2008 as per the Contractor's quotation dated September 11, 2008 in accordance with the following breakdown:
  - a) Item No. M-1-a: for a total lump sum amount of \$4,117.00
  - b) Item No. M-1-b: based on a unit price of \$33.21 per location. A future change order will be issued at the completion of this work to cover the actual number of installations required.

Original Contract Sum .....	\$	<u>403,600.00</u>
Net Change by previous Change Orders .....	\$	<u>0.00</u>
Contract Sum prior to this Change Order .....	\$	<u>403,600.00</u>
Total Add this Change Order .....	\$	<u>12,161.00</u>
Total Deduct this Change Order .....	\$	<u>4,000.00</u>
Contract Sum including this Change Order ..	\$	<u>411,761.00</u>

The Contract Time will be increased by ..... - 0 - days

Accepted by Owner: \_\_\_\_\_  
 Accepted by Contractor: \_\_\_\_\_  
 Recommended by Architect: \_\_\_\_\_  
 Recommended by Owner Rep: \_\_\_\_\_

**FILE COPY**

CONTRACTOR: The Garrison Company DATE: November 21, 2008  
 CONTRACT: General (All Trades Work) PROJECT: Alterations to Police Building  
 OWNER: City of Novi  
 CDPA PROJECT NO.: 08-152  
 CHANGE ORDER NO.: TWO

You are hereby requested to comply with the following changes from the Contract Documents for the subject project.

Description of Changes:

1. All credits and adds associated with the ductwork and VAV box existing field conditions as per the Contractor's Change Order Request #3R1 (Extras) dated November 20, 2008 in the amount of \$1,018.00.
2. All credits associated with deleting of sawcutting and joint sealants on the plumbing chase side of two existing holding cells as per the Contractor's Change Order Request #4R1 dated November 12, 2008 in the credit amount of \$1,000.00.
3. All work associated with upgrading new window treatments to Owner requested non-standard, "Skipper's Blue" color, as per the contractor's Change Order Request #4R1 dated November 12, 2008 in the amount of \$684.00.
4. All work associated with repairs to existing boiler deteriorating masonry fire box as per the Contractor's Change Order Request #6 dated November 12, 2008 in the amount of \$3,582.00.

Original Contract Sum .....	\$	<u>403,600.00</u>
Net Change by previous Change Orders ....	\$	<u>8,161.00</u>
Contract Sum prior to this Change Order ....	\$	<u>411,761.00</u>
Total Add this Change Order .....	\$	<u>4,284.00</u>
Total Deduct this Change Order .....	\$	<u>0.00</u>
Contract Sum including this Change Order ..	\$	<u>416,045.00</u>

The Contract Time will be increased by ..... - 0 - days

Accepted by Owner: [Signature]  
 Accepted by Contractor: M. Tucker  
 Recommended by Architect: [Signature]  
 Recommended by Owner Rep: Michael Taveloff

CONTRACTOR: The Garrison Company DATE: December 19, 2008  
 CONTRACT: General (All Trades Work) PROJECT: Alterations to Police Building  
 OWNER: City of Novi  
 CDPA PROJECT NO.: 08-152  
 CHANGE ORDER NO.: THREE

You are hereby requested to comply with the following changes from the Contract Documents for the subject project.

Description of Changes:

1. All credits associated with the deletion of work required for replacement of exhaust fan no. EF-4 as per the Contractor's Change Order Request #7RI dated November 21, 2008 in the credit amount of \$545.00.
2. All work associated with the change in scope of the sewer line repair as per the contractor's Change Order Request #8 dated November 21, 2008 in the amount of \$442.40.
3. All work contained in Bulletin No. 4 dated December 3, 2008 as per the Contractor's Change Order Request #10 dated December 12, 2008 in the amount of \$4,344.00.

Original Contract Sum .....	\$	403,600.00
Net Change by previous Change Orders .....	\$	12,445.00
Contract Sum prior to this Change Order .....	\$	416,045.00
Total Add this Change Order .....	\$	4,241.40
Total Deduct this Change Order .....	\$	0.00
Contract Sum including this Change Order ..	\$	420,286.40

The Contract Time will be increased by ..... - 0 - days

Accepted by Owner:

*[Signature]*

Accepted by Contractor:

*[Signature]*

Recommended by Architect:

*[Signature]*

Recommended by Owner Rep:

*[Signature: Michael Tawchaj]*



FULL CONDITIONAL WAIVER OF LIEN

I/We have a contract with THE GARRISON COMPANY

to provide Construction Renovations

for the improvement to the property described as:

City of Novi Police Department

Novi, MI

Having been fully paid and satisfied for all contract improvements, taxes (including sales tax), labor, material, and fringe benefits, all my/our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on actual payment of: \$ 35,468.12

June 10, 2009

(Date)

By: Donnie R. Patton (Signature)

Donnie R. Patton (Printed Name & Title)

State of MICHIGAN
County of OAKLAND
On this 10 day of JUNE, 2009
before me personally appeared DONNIE R. PATTON

THE GARRISON COMPANY

32871 Middlebelt Road - Suite 100

Farmington Hills, MI 48033

to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act.

SEAL (signed) Joyce A. Lawton (Notary Public)

PH: (248) 932-9100

JOYCE A. LAWTON
Notary Public, State of Michigan
County of Livingston
My Commission Expires Nov. 23, 2012
Acting in the County of OAKLAND

FX: (248) 932-9106

Genevieve M. Beebe (Witness)



FULL UNCONDITIONAL WAIVER OF LIEN

I/we have a contract with The Garrison Company to provide Painting for the improvement to the property described as City of Novi Police Dept having been fully paid and satisfied. All my/our construction lien rights against such property are hereby waived and released.

Signed on: 4-27-09

Company: Camoyic Rainbow Painting, Inc.

By: [Signature]

39357 Bella Vista Drive  
Sterling Heights, MI 48313  
(586) 855-1408

*FRM PERKIA OAKOVIC*

*Perkia Camoyic, PRESIDENT*

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY

*Signed before me this 27th day of April, 2009*

*Carol L Strauss*

CAROL L. STRAUSS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2011  
ACTING IN COUNTY OF

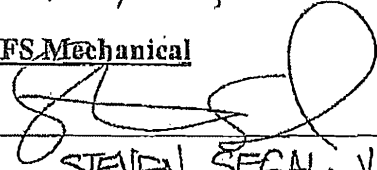
FULL UNCONDITIONAL WAIVER OF LIEN

Lawyers Title Insurance Corporation

REVISED 4-1-82 F960

I/we have a contract with **The Garrison Company**  
to provide **Mechanical Services**  
for the improvement to the property described as: **Novi Police Department Renovations**  
having been fully paid and satisfied. All my/our construction lien rights against such property  
are hereby waived and released.

State of Michigan  
County of Oakland  
On this 10 day of June 2009  
before me personally appeared  
Steven Segal  
to me known to be the person who executed the  
foregoing instrument, and acknowledged that he  
executed the same as his free act and deed.  
SEAL (signed) \_\_\_\_\_  
Notary Public

Signed on: 6/10/2009  
Company: FS Mechanical  
By:   
STEVEN SEGAL, VICE PRESIDENT

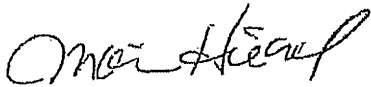


GERALDINE M. BEEBE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES SEP 11, 2011  
ACTING IN COUNTY OF

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY

**FULL UNCONDITIONAL WAIVER OF LIEN**

I/we have a contract with The Garrison Company  
to provide Window Treatment  
for the improvement to the property described as City of Novi Police Dept  
having been fully paid and satisfied. All my/our construction lien rights against such  
property are hereby waived and released.



MONICA HIEGEL  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Oct. 28, 2012  
Acting in the County of Macomb

Signed on: 6-10-09

Company: The Sheer Shop

By:



51350 Van Dyke  
Shelby Twp., MI 48316  
(586) 731-4499

JAMES L. GALLAS,  
PRESIDENT

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY

**FULL UNCONDITIONAL WAIVER OF LIEN**

I/we have a contract with The Garrison Company  
to provide HM Door Frame  
for the improvement to the property described as City of Novi Police Dept  
having been fully paid and satisfied. All my/our construction lien rights against such  
property are hereby waived and released.

Signed on: 6-11-09

State of MICHIGAN  
County of OAKLAND  
On this 11 day of JUNE, 2009  
before me personally appeared  
CHERYL C. LACOMMARE  
to me known to be the person who executed the  
foregoing instrument, and acknowledged that he  
executed the same as his free act and deed.  
SEAL (signed) Joyce A. Lawton  
Notary Public

Company: Rayhaven Group  
By: Cheryl C. LaCommare  
CHERYL C. LACOMMARE,  
OFFICE MANAGER  
22122 Telegraph Rd.  
Southfield, MI 48033  
(248) 357-1006

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY

JOYCE A. LAWTON  
Notary Public, State of Michigan  
County of Livingston  
My Commission Expires Nov. 23, 2012  
Acting in the County of OAKLAND

# FULL UNCONDITIONAL WAIVER OF LIEN

I/we have a contract with The Garrison Company  
 to provide Glass & Aluminum  
 for the improvement to the property described as City of Novi Police Dept  
 having been fully paid and satisfied. All my/our construction lien rights against such  
 property are hereby waived and released.

Signed on: 6/8/09

Company: Michigan Glass Company

By: [Signature]

P.O. Box 1285  
 Dearborn, MI 48121  
 (313) 383-6700

**CARL STEWARD**  
**NOTARY PUBLIC, STATE OF MI**  
**COUNTY OF WAYNE**  
 MY COMMISSION EXPIRES JUN 30, 2012  
 NOTING IN COUNTY OF

*Carl D. Steward*

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY

**FULL UNCONDITIONAL WAIVER OF LIEN**

#8475  
4385

I/we have a contract with The Garrison Company  
to provide Restoration & Sealants  
for the improvement to the property described as City of Novi Police Dept  
having been fully paid and satisfied. All my/our construction lien rights against such  
property are hereby waived and released.

Signed on: 6-9-09

Company: RAM Construction Services

By:

13800 Eckels Road  
Livonia, MI 48150  
(734) 464-3800

*[Signature]*  
Controller  
Mike Markovski

*[Handwritten Signature]*

Kathia Uptergrove  
Notary Public State of Michigan  
Wayne County  
Expires: 05/19/11

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY

FULL UNCONDITIONAL WAIVER OF LIEN

Lawyers Title Insurance Corporation

REVISED 4-1-82 F960

I/we have a contract with **The Garrison Company**  
to provide **Electrical**  
for the improvement to the property described as: **Novi Police Dept. Renovations**  
having been fully paid and satisfied. All my/our construction lien rights against such property  
are hereby waived and released.

Signed on: 6/11/2009

Company : ECO-Electric

By: Shel Pastor, PRES

State of MICHIGAN  
County of OAKLAND  
On this 11 day of JUNE, 2009  
before me personally appeared  
SHEL PASTOR

to me known to be the person who executed the  
foregoing instrument, and acknowledged that he  
executed the same as his free act and deed.

SEAL (signed) Joyce A. Lawton  
Notary Public

JOYCE A. LAWTON  
Notary Public, State of Michigan  
County of Livingston  
My Commission Expires Nov 23, 2012  
Acting in the County of OAKLAND

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY