

CITY OF NOVI CITY COUNCIL MARCH 4, 2024

SUBJECT: Approval of the final payment to Fonson Company, Inc. for the Lakeshore Park Pedestrian Tunnel Replacement project, in the amount of \$30,134.74, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

\$ 6,327.00 (expense) CIP FUND
\$ 8,473.00 (expense) DRAIN FUND
\$ 2,542.40 (retainage) CIP FUND
\$ 12,795.34 (retainage) DRAIN FUND
\$ 30,134.74 TOTAL
\$ 82,554.00 CIP FUND
\$ 15,250.00 DRAIN FUND
\$0
401-752.00-977.038 CIP FUND
211-445.00-977.038 DRAIN FUND

BACKGROUND INFORMATION:

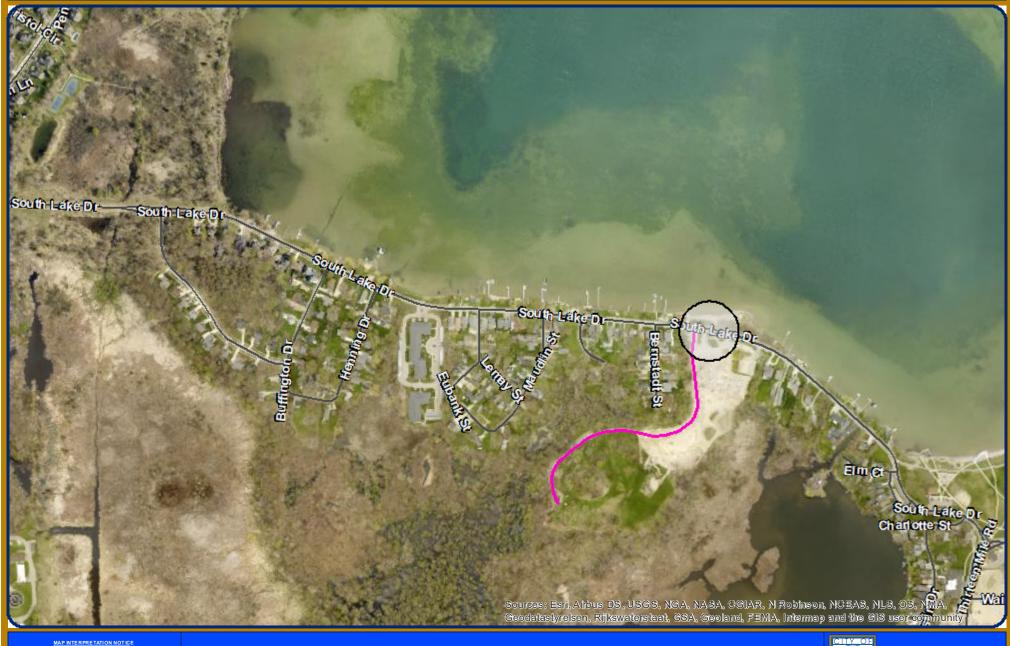
The pedestrian tunnel, which crosses under South Lake Drive to the beach at Lakeshore Park, needed replacement. The project consisted of removing the existing tunnel and replacing it with a new precast concrete culvert with headwalls and cast-in-place wingwalls. The project also required a reconstruction of South Lake Drive and elements immediately surrounding the tunnel, such as fence, retaining wall, guardrail, and sidewalk. Lockable gates were installed on either side of the tunnel. To avoid long lead times, the precast concrete culvert was ordered in conjunction with the design award that went to the City Council on June 20, 2022.

The construction contract was approved at the January 23, 2023, City Council meeting to Fonson Company, Inc., in the amount of \$601,961.00. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$30,134.74 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in acceptable form (Beth Saarela, February 6, 2024).

There were four (4) approved change orders issued resulting in an overall increase of \$11,428.11 or 1.9% over the awarded amount. This approved change order resulted in a final contract price of \$613,389.11.

RECOMMENDED ACTION: Approval of the final payment to Fonson Company, Inc., for the Lakeshore Park Pedestrian Tunnel Replacement project, in the amount of \$30,134.74, plus interest earned on retainage.

Lakeshore Park Tunnel Replacement - Location Map



Map information depicted is not intended to replace or subsitule for any official or primary source. This map was inhended to meet National Map Accuracy Sandads and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate not should not be construed as survey measurements performed by a Keensed Midnigan Surveyor as defined in Michigan Public Ad 132 d 1970 as amended. Please contact the City CS Manager to

0.075 0.15 0.3 0.4

0.3 0.45



Map Print Date: 1/30/2023



City of Novi 45175 Ten Mile Rd Novi, MI 48375 cityofnovi.org

Lakeshore Park Tunnel

Location Map



Map Author: Jokic Date: 06/08/2022 Project: Lakeshore Park Tunnel Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet any official or primary source. This map was intended to meet source and the control of the City of Novi. Boundary measurements and mark accideations are approximate and should not be construed as survey measurements performed by a tionness Michigan Surveyor as efforted in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to bits map.





City of Novi

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



LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT



Before – Park side (south)



After – Park side (south)



Before – Inside tunnel



After – Inside tunnel



Before – Beach side (north)



After – Beach side (north)

ELIZABETH KUDLA SAARELA

esaarela@rsjalaw.com

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



February 6, 2024

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

Re: Lakeshore Park Pedestrian Tunnel Replacement – Fonson Company, Inc.

Dear Mr. Staup:

We have received and reviewed closing documents for the Lakeshore Park Pedestrian Tunnel Replacement Project:

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)

Ben Croy, City Engineer (w/Enclosure)

Megan Mikus, Deputy Director of Public Works (w/Enclosure)

Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Balance Due This Payment = \$ 30,134.74

PURCHASE ORDER NO. 97246 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN NOVI PROJECT NO.: 23-8101 PAYMENT NO.: FINAL

TUNNEL REPLACEMENT CIP NO.: N/A

 OWNER:
 City of Novi
 ENGINEER:
 AECOM-Great Lakes
 CONTRACTOR:
 Fonson Company, Inc.

 45175 W. Ten Mile Road
 39575 Lewis Drive, Suite 400
 7644 Whitmore Lake Road

 45175 W. Ten Mile Road
 39575 Lewis Drive, Suite 400

 Novi, Michigan 48375
 Novi, Michigan 48377

Novi, Michigan 48377 Brighton, Michigan 48116 (248) 204-5900 (810) 217-4528

CONTRACT AMOUNT FINAL COMPLETION DATES DATES OF ESTIMATE

 ORIGINAL:
 \$601,961.00
 ORIGINAL:
 June 9, 2023
 FROM:
 November 16, 2023

 REVISED:

REVISED: \$613,389.11 **ACTUAL**: **TO:** January 26, 2024

SECTION 1. COST OF COMPLETED WORK TO DATE

_	1																
Item	DIVISION 1 - C.I.P. ITEMS 401-752.00-977.038		(CONT	RACT ITEMS	(Original)	(CONTRACT ITE	1) SN	Revised)	THIS PERIOD			TOTAL TO DATE			
No.	Description of Item	Unit	Quantity		Cost/Unit	Total Amt	Quantity	Cost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	%
0	Crew Days - Division 1 - CIP Items	CD	30.00	\$	800.00	\$ 24,000.00	30.00	\$ 800.0	0 \$	\$ 24,000.00				19.25	\$	15,400.00	64%
0	Crew Days - Division 2 - Drains	CD	40.00	\$	800.00	\$ 32,000.00	40.00	\$ 800.0	0 9	\$ 32,000.00				32.25	\$	25,800.00	81%
0	Crew Days - Division 3	CD	0.00	\$	800.00		0.00	\$ 800.0	0 5	\$ -				0.00			
0	Crew Days - Division 4	CD	0.00	\$	800.00		0.00	\$ 800.0	0 5	\$ -				0.00			
0	Crew Days - Division 5	CD	0.00	\$	800.00		0.00	\$ 800.0	0 5	\$ -				0.00			
	TOTAL CREW DAYS		70.00	\$	800.00	\$ 56,000.00	70.00	\$ 800.0	0 \$	\$ 56,000.00	0.00			51.50	\$	41,200.00	74%
1	Mobilization (10%)	LS	1.00	\$	25,698.43	\$ 25,698.43	1.00	\$ 25,698.4	3 \$	\$ 25,698.43				1.00	\$	25,698.43	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$	725.00	\$ 725.00	1.00	\$ 725.0	o :	\$ 725.00				1.00	\$	725.00	100%
3	Maintaining Traffic	LS	1.00	\$	4,907.59	\$ 4,907.59	1.00	\$ 4,907.5	э :	\$ 4,907.59				1.00	\$	4,907.59	100%
4	Tree & Stump, Rem, 6-inch to 18-inch	EA	2.00	\$	500.00	\$ 1,000.00	1.00	\$ 500.0	0 5	\$ 500.00				1.00	\$	500.00	100%
5	HMA Surface, Remove	SY	243.00	\$	12.00	\$ 2,916.00	243.00	\$ 12.0	0 \$	\$ 2,916.00				243.00	\$	2,916.00	100%
6	Sidewalk, Remove	SY	102.00	\$	16.00	\$ 1,632.00	102.00	\$ 16.0	0 \$	\$ 1,632.00				102.00	\$	1,632.00	100%
7	Guardrail, Remove	LF	94.00	\$	12.00	\$ 1,128.00	94.00	\$ 12.0	0 \$	\$ 1,128.00				94.00	\$	1,128.00	100%
8	Hand Rail, Remove	LF	104.00	\$	9.00	\$ 936.00	104.00	\$ 9.0	0 \$	\$ 936.00				104.00	\$	936.00	100%
9	Subgrade Undercutting, Special 1x3	CY	100.00	\$	67.00	\$ 6,700.00	29.85	\$ 67.0) (\$ 2,000.00				29.85	\$	2,000.00	100%
10	Roadway Grading	STA	0.83	\$	4,923.00	\$ 4,086.09	0.83	\$ 4,923.0	0 \$	\$ 4,086.09				0.83	\$	4,086.09	100%
11	Erosion Control, Silt Fence	LF	500.00	\$	3.00	\$ 1,500.00	198.00	\$ 3.0	0 \$	\$ 594.00				198.00	\$	594.00	100%
12	Agg Base, 21AA, Limestone, 9-inch	SY	288.00	\$	18.00	\$ 5,184.00	257.20	\$ 18.0) (\$ 4,629.60				257.20	\$	4,629.60	100%
13	Tensar, TX5 Geogrid	SY	288.00	\$	9.00	\$ 2,592.00	183.73	\$ 9.0	0 \$	\$ 1,653.57				183.73	\$	1,653.57	100%
14	HMA, 3EML	TON	45.00	\$	240.00	\$ 10,800.00	39.40	\$ 240.0) s	\$ 9,456.00				39.40	\$	9,456.00	100%
15	HMA, 5EML	TON	45.00	\$	380.00	\$ 17,100.00	45.71	\$ 380.0	0 \$	\$ 17,369.80				45.71	\$	17,369.80	100%
16	Shoulder, Cl II, 6-inch	SY	11.00	\$	67.00	\$ 737.00	11.00	\$ 67.0	ე :	\$ 737.00				11.00	\$	737.00	100%
17	DPS Structure Cover, Adj, Case 1	EA	1.00	\$	872.00	\$ 872.00	1.00	\$ 872.0) s	\$ 872.00				1.00	\$	872.00	100%
18	DPS Structure Cover, Adj, Case 2	EA	1.00	\$	254.00	\$ 254.00	0.00	\$ 254.0	0 \$	\$ -				0.00			
19	Sidewalk, Conc, 4-inch	SF	1703.00	\$	10.00	\$ 17,030.00	2048.00	\$ 10.0	0 \$	\$ 20,480.00				2048.00	\$	20,480.00	100%
20	Galvanized Hand Rail	LF	91.00	\$	205.00	\$ 18,655.00	93.90	\$ 205.0	0 \$	\$ 19,249.50				93.90	\$	19,249.50	100%
21	Guardrail Apprch Terminal, Type 2M	EA	1.00	\$	6,475.00	\$ 6,475.00	1.00	\$ 6,475.0						1.00	\$	6,475.00	100%
22	Guardrail, Type MGS-8	LF	35.00	\$	111.00	\$ 3,885.00	35.00	\$ 111.0) s	\$ 3,885.00				35.00	\$	3,885.00	100%
23	Surface Restoration	LS	1.00	\$	7,504.76	\$ 7,504.76	1.00	\$ 7,504.7	6 5	\$ 7,504.76				1.00	\$	7,504.76	100%
24	Sign, Type III, Erect, Salvage	EA	4.00	\$	75.00	\$ 300.00	0.00	\$ 75.0	ე :	\$ -				0.00			



TUNNEL REPLACEMENT

SUBTOTAL

CITY OF NOVI

CIP NO.:

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

243,548.09

100%

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN NOVI PROJECT NO.: 23-8101 PAYMENT NO.: FINAL

\$ 263,083.82

N/A

SECTION 1. COST OF COMPLETED WORK TO DATE THIS PERIOD **DIVISION 1 - C.I.P. ITEMS, continued** CONTRACT ITEMS (Original) CONTRACT ITEMS (Revised) TOTAL TO DATE Item 401-752.00-977.038 Description of Item Quantity Cost/Unit Amount Pavt Mrkg, S-T, 4-inch, White LF 165.00 5.15 849.75 180.00 5.15 927.00 180.00 \$ 927.00 100% Payt Mrkg, S-T, 4-inch, Yellow LF 165.00 5.15 849.75 180.00 5.15 927.00 180.00 927.00 100% 27 Pavt Mrkg, W-B, Bike Thru Arrow EΑ 1.00 100.00 100.00 1.00 100.00 100.00 1.00 \$ 100.00 100% 28 Pavt Mrkg, W-B, Bike, Small Symbol 1.00 \$ EΑ 1.00 100.00 100.00 1.00 100.00 100.00 100.00 100% Pavt Mrkg, W-B, Bike Dedicated Lane EΑ 1.00 100.00 100.00 1.00 100.00 100.00 1.00 \$ 100.00 100% Concrete, Grade 3500 CY 50.00 1,230.00 61,500.00 49.61 1,230.00 61,020.30 49.61 \$ 61,020.30 100% 31 Reinf, Steel, Epoxy Coated LB 7853.00 2.65 20,810.45 7853.00 2.65 20,810.45 7853.00 \$ 20,810.45 100% 32 Fence, Remove LF 180.00 2,160.00 180.00 12.00 2,160.00 180.00 \$ 2,160.00 100% 12.00 33 Fence, Decorative, Salvage LF 73.00 31.00 2.263.00 73.00 31.00 2.263.00 73.00 2.263.00 100% LF 88.00 6,424.00 73.00 Fence, Decorative, Replace 73.00 88.00 6,424.00 73.00 6,424.00 100% LF 35 Retaining Wall, Wooden, Remove 111.00 19.00 2.109.00 111.00 19.00 2.109.00 111.00 \$ 2.109.00 100% 28.00 176.00 \$ 36 Excavation, Earth CY 176.00 28.00 4,928.00 176.00 4,928.00 4,928.00 100% 37 Agg Base, 8-inch, Class II Granular SY 69.00 44.00 3,036.00 68.80 44.00 3,027.20 68.80 \$ 3,027.20 100% Agg Base, 4-inch, Class II Granular SY 137.00 13.00 1,781.00 93.60 13.00 1,216.80 93.60 \$ 1,216.80 100% Fence, Chain Link, 72-inch LF 181.00 55.00 9.955.00 0.00 55.00 0.00 40 Lockable Gate EΑ 2.00 1,750.00 3,500.00 0.00 \$ 1,750.00 0.00 TOTAL FROM THIS SHEET 120,465.95 106,112.75 106,112.75 TOTAL FROM OTHER SHEET \$ 142,617.87 137,435.34 \$ \$ 137,435.34

243,548.09

\$



CITY OF NOVI

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

579,074.67 100%

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN NOVI PROJECT NO.: 23-8101 PAYMENT NO.: FINAL

\$ 601,961.00

TUNNEL REPLACEMENT CIP NO.: N/A

SUBTOTAL

	SECTION 1.				COST OF COMPLETED WORK TO DATE													
Item	<u>DIVISION 2 - DRAINS</u> 211-445.00-977.038		C	CONTRAC	CT ITEMS (C	Original)	C	CONTRA	ACT ITEMS	(Rev	ised)		THIS PERIOD			TOTAL TO DATE		
No.	Description of Item	Unit	Quantity	Cost	t/Unit	Total Amt	Quantity	Co	ost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	%
41	Mobilization (10%)	LS	1.00	\$ 34,	,065.36	\$ 34,065.36	1.00	\$ 34	4,065.36	\$	34,065.36				1.00	\$	34,065.36	100%
42	Maintaining Traffic	LS	1.00	\$ 6,	,505.41	\$ 6,505.41	1.00	\$ 6	6,505.41	\$	6,505.41				1.00	\$	6,505.41	100%
43	Structures, Remove	LS	1.00	\$ 17,	,632.91	\$ 17,632.91	1.00	\$ 17	7,632.91	\$	17,632.91				1.00	\$	17,632.91	100%
44	Aggregate, 6A	CY	8.00	\$	160.00	\$ 1,280.00	0.00	\$	160.00	\$	-				0.00	\$	-	
45	Excavation, Foundation	CY	1911.00	\$	19.00	\$ 36,309.00	1911.00	\$	19.00	\$	36,309.00				1911.00	\$	36,309.00	100%
46	Backfill, Structure, CIP	CY	1061.00	\$	46.00	\$ 48,806.00	1061.00	\$	46.00	\$	48,806.00				1061.00	\$	48,806.00	100%
47	Culv, Precast, 10x8, Install	LF	62.00	\$ 2,	,310.00	\$ 143,220.00	62.00	\$ 2	2,310.00	\$	143,220.00				62.00	\$	143,220.00	100%
48	Culv, Bedding, Box Culvert	CY	86.00	\$	106.00	\$ 9,116.00	85.90	\$	106.00	\$	9,105.40				85.90	\$	9,105.40	100%
49	Water Main Protection Cradle	LS	1.00	\$ 4,	,452.00	\$ 4,452.00	1.00	\$ 4	4,452.00	\$	4,452.00				1.00	\$	4,452.00	100%
50	Membrane, Preformed Waterproofing	SF	1922.00	\$	4.75	\$ 9,129.50	1922.00	\$	4.75	\$	9,129.50				1922.00	\$	9,129.50	100%
51	Joint Waterproofing	SF	45.00	\$	60.00	\$ 2,700.00	0.00	\$	60.00	\$	-				0.00	\$	-	
52	Underdrain, Foundation, 4-inch	LF	272.00	\$	10.00	\$ 2,720.00	257.00	\$	10.00	\$	2,570.00				257.00	\$	2,570.00	100%
53	Pipe Sleeve, 8-inch	LF	2.00	\$	137.00	\$ 274.00	2.00	\$	137.00	\$	274.00				2.00	\$	274.00	100%
54	Dr Structure, 60-inch Dia, Special	EA	1.00	\$ 5,	,560.00	\$ 5,560.00	1.00	\$ 5	5,560.00	\$	5,560.00				1.00	\$	5,560.00	100%
55	Dr Structure Cover, Type Q	EA	1.00	\$	665.00	\$ 665.00	1.00	\$	665.00	\$	665.00				1.00	\$	665.00	100%
56	Slotted Drain	LF	21.00	\$	156.00	\$ 3,276.00	21.00	\$	156.00	\$	3,276.00				21.00	\$	3,276.00	100%
57	Underdrain, Subbase, 6-inch	LF	203.00	\$	15.00	\$ 3,045.00	203.00	\$	15.00	\$	3,045.00				203.00	\$	3,045.00	100%
58	Curb and Gutter, Remove	LF	86.00	\$	8.00	\$ 688.00	102.00	\$	8.00	\$	816.00				102.00	\$	816.00	100%
59	Underdrain, Subgrade, O-G, 6-inch	LF	183.00	\$	21.00	\$ 3,843.00	165.00	\$	21.00	\$	3,465.00				165.00	\$	3,465.00	100%
60	Curb and Gutter, Conc, Det F2	LF	86.00	\$	65.00	\$ 5,590.00	102.00	\$	65.00	\$	6,630.00				102.00	\$	6,630.00	100%
	TOTAL FROM THIS SHEET				;	\$ 338,877.18				\$	335,526.58		\$ -			\$	335,526.58	
	TOTAL FROM OTHER SHEETS				;	\$ 263,083.82				\$	243,548.09		\$ -			\$	243,548.09	

\$ 579,074.67



CITY OF NOVI

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

613,389.11 100%

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN NOVI PROJECT NO.: 23-8101 PAYMENT NO.: FINAL

\$ 601,961.00

TUNNEL REPLACEMENT CIP NO.: N/A

GRAND TOTAL

NEW CONTRACT ITEMS

	SECTION 1.					COS	T OF	COMPLETED	WORK TO	DATE					
Item					NEW CONTRA			EMS		THIS PERIOD			TOTAL TO DATE		
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit		Total Amt	Quantity	Amount	%	Quantity	Amount	%	
61	Fence, Chain Link, 72-inch (Black Vin	LF	1	401-752.00-977.038	181.00	\$ 72.4	5 \$	13,113.45				181.00	\$ 13,113.45	100%	
62	Lockable Gate (Black Vinyl)	EA	1	401-752.00-977.038	2.00	\$ 2,766.7	5 \$	5,533.50				2.00	\$ 5,533.50	100%	
63	Conc Surface Coating	SY	2	211-445.00-977.038	157.30	\$ 76.7	3 \$	12,077.49				157.30	\$ 12,077.49	100%	
64	Interior Culvert Joint Caulking	LS	2	211-445.00-977.038	1.00	\$ 2,600.0	\$	2,600.00				1.00	\$ 2,600.00	100%	
65	Bolt Cutting and Wall Removal	LS	2	211-445.00-977.038	1.00	\$ 990.0	\$	990.00				1.00	\$ 990.00	100%	
66			0	0	0.00	\$ -	\$	-				0.00	\$ -		
67			0	0	0.00	\$ -	\$	-				0.00	\$ -		
68			0	0	0.00	\$ -	\$	-				0.00	\$ -		
69			0	0	0.00	\$ -	\$	-				0.00	\$ -		
70			0	0	0.00	\$ -	\$	-				0.00	\$ -		
71			0	0	0.00	\$ -	\$	-				0.00	\$ -		
72			0	0	0.00	\$ -	\$	-				0.00	\$ -		
73			0	0	0.00	\$ -	\$	-				0.00	\$ -		
74			0	0	0.00	\$ -	\$	-				0.00	\$ -		
75			0	0	0.00	\$ -	\$	-				0.00	\$ -		
76			0	0	0.00	\$ -	\$	-				0.00	\$ -		
77			0	0	0.00	\$ -	\$	-				0.00	\$ -		
78			0	0	0.00	\$ -	\$	-				0.00	\$ -		
79			0	0	0.00	\$ -	\$	-				0.00	\$ -		
80			0	0	0.00	\$ -	\$	-				0.00	\$ -		
81			0	0	0.00	\$ -	\$	-				0.00	\$ -		
82			0	0	0.00	\$ -	\$	-				0.00	\$ -		
83			0	0	0.00	\$ -	\$	-				0.00	\$ -		
84			0	0	0.00	\$ -	\$	-				0.00	\$ -		
85			0	0	0.00	\$ -	\$	-				0.00	\$ -		
86			0	0	0.00	\$ -	\$	-				0.00	\$ -		
87			0	0	0.00	\$ -	\$	-				0.00	\$ -		
88			0	0	0.00	\$ -	\$	-				0.00	\$ -		
	TOTAL FROM THIS SHEET						\$	34,314.44		\$ -			\$ 34,314.44		
	TOTAL FROM OTHER SHEETS			\$ 601,961.00			\$	579,074.67		\$ -			\$ 579,074.67		

\$ 613,389.11



BALANCE DUE THIS PAYMENT:

CITY OF NOVI

PURCHASE ORDER NO. 97246 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Section 2. **APPLICATION FOR FINAL PAYMENT** PROJECT: LAKESHORE PARK PEDESTRIAN NOVI PROJECT NO.: PAYMENT NO.: FINAL TUNNEL REPLACEMENT CIP NO.: N/A CHANGE ORDERS **Original Contract Amount:** 601.961.00 Change Orders: 11,428.11 Date No. Amount May 2, 2023 \$ 22,157.24 Adjusted Contract Amount to Date: \$ 613,389.11 May 18, 2023 \$ 2,754.50 June 30, 2023 \$ 990.00 Total Cost of Work Performed to Date: \$ 613,389.11 \$ (14,473.63) September 18, 2023 5 MINUS Retainage: 0% 6 MINUS Inspection "Crew Days": To Date 51.50 \$ 7 This Pay 0.00 8 Net Amt. Earned of Contract and Extra Work to Date: 613,389.11 9 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = \$1,300 Subtotal: \$ 613,389.11 ADD Incentive "Crew Days", if under: \$ 14,800.00 TOTAL: \$ 11.428.11 Subtotal: \$ 628,189.11 MINUS Amount of Previous Payments: 598,054.37 1 \$ 218,609.37 2 \$ 93,816.82 3 \$ 180,546.68 Inspection "Crew Days" Allowed per Contract: 70.00 4 \$ 54.154.42 Additional "Crew Days" per Change Orders: 0.00 5 \$ 30,732.49 Total Inspection "Crew Days" Allowed: 70.00 6 \$ 940.50 Inspection "Crew Days" Used to Date: 51.50 7 \$ 3.919.36 Inspection "Crew Days" Remaining: 18.50 8 \$ 15,334.73 9 \$ 10 \$

30,134.74



CITY OF NOVI

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

ec		

	Section 3.			
		APPLICA	ATION FOR FI	FINAL PAYMENT
PROJECT:	LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT	NOVI PROJECT NO.: CIP NO.:	23-8101 N/A	PAYMENT NO.: FINAL
OWNER on ar in full all obliga for Payment; (3 listed in or cov clear of all lein acceptable to encumberence	ed CONTRACTOR certifies that: (1) Any previous mount of Work done under the Contract referred thations of CONTRACTOR incurred in connection v2) title to all Work, materials, and equipment incorered by this Application for Payment will pass to s, claims, security interest, and encumberences of OWNER indemnifying OWNER against any such s); and (3) all Work covered by this Application for ocuments and not defective as that term is defined.	to above have been applied to with Work covered by prior Ap rporated in said Work of othe OWNER at time of payment fo (except such as are covered b I lein, claim security interest, or Ir Payment is in accordance w	o discharge iplications rwise ree and by Bond or	Payment of the above AMOUNT DUE THIS APPLICATION is recommended. CITY OF NOVI
				Aaron J. Staup, Construction Engineer
				Electronic Signature Certification
	Fonson Company, Inc. CONTRACTOR - Electronic Signature	Certification		
	AECOM-Great Lakes CONSULTANT - Electronic Signature 0	Certification		
		the Consult	ant. Also, attached to this F	en have been received from each subcontractor and/or supplier, reviewed and approved by is Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and

covering the difference between the final contract price and the awarded amount.

OWNER BOND NO. 276951Q ARCHITECT **CONSENT OF SURETY** CONTRACTOR TO FINAL PAYMENT SURETY Conforms with the American Institute of OTHER **Architects, AIA Document G707** ARCHITECT'S PROJECT NO .: TO OWNER: (Name and address) City of Novi - Engineering Division CONTRACT FOR: Lakeshore Park Tunnel Replacement 26300 Lee Begole Drive Novi, MI 48375 CONTRACT DATED: PROJECT: (Name and address) Lakeshore Park Tunnel Replacement In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety) Westfield Insurance Company P.O. Box 5001 Westfield Center, OH , SURETY, on bond of (Insert name and address of Contractor) Fonson Company, Inc. 7644 Whitmore Lake Rd Brighton, MI 48116 , CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) City of Novi - Engineering Division 26300 Lee Begole Drive Novi, MI 48375 , OWNER, as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 7, 2023 (Insert in writing the month followed by the numeric date and year.) Westfield Insurance Company (Surety) (Signature of authorized representative Attest: Theresa J Foley Attorney-in-Fact (Printed name and title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/30/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 2140082 03

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these

presents make, constitute and appoint
JUDY K. WILSON, VICKI S. DUNCAN, KRISTIE A. PUDVAN, SUSAN E. HURD, NICHOLAS R. HYLANT, MICHAEL SCHATZ,
KATHY S. ZACK, JENNIFER A. JAROSZ, JAMIE M. LAURENCELLE, SARAYU S. NAIR, THERESA J. FOLEY, JOINTLY OR

SEVERALLY

and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of ANN ARBOR place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for any one or more suitable persons as Attorney(s)-in-Fact to represent and act for

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Autority(s). The Action of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting beld on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of JUNE A.D., 2022.

Corporate Seals Affixed

State of Ohio County of Medina

M YMONAL W State Commences

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, On this 30th day of JUNE did depose and say, that he resides in **Medina**, **OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:

SS.

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of A.D., 2023 December







Frank A. Carrino, Secretary

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN B	Y THESE PRESENTS, that we Fonson Company, Inc.
ereinafter called the "Principal", and	Westfield Insurance Company
P.O. Box 5001, Westfield Cente	er, Ohio 44251-5001

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

CITY OF NOVI, MICHIGAN

Hereinaster called the "OWNER," as Obligee, for the just and full sum o	f Six Hundred Fit	fty Seven	Thousand
Nine Hundred Sixty One and 00/100	_Dollars (\$ 657,9		A
for the payment whereof, well and truly to be made, we bind ourselv successors, and assigns, jointly and severally, firmly by these presents.	ves, our heirs, e	xecutors,	administrators
WHEREAS, the above named Principal was awarded a Contract	by the OWNER	dated the	

Lakeshore Park Tunnel Replacement

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a *one* (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

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

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

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

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

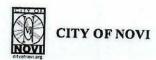
Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise



required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

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

Signed and Sealed This	3rd	day of	February	,20_23	WWW.
In the Presence of:					
			(insert CONTRACT)	OR's name)	
WITNESS					
-40n P	13_		Fonson Compan	y, Inc.	
Mile	OM		Principal		
	and the state of t		Title GENDEAL	MANNER	
WITNESS		,	insert Surety name)		
RYON FOLLY Ryan Foley			Westfield Insurar	nce Company	Tree Co
Thomas & Tley		(Then	andito	000
Thomas .I Foley			itle Theresa J Fold	ey, Attorney-In-F	act
Kristie A Pudvan			P.O. Box 5001	V	Us
276951Q			Address of Surety Nestfield Center,	OH 44251-5	001
Bond No.			ity Content		in Code





CTATE OF MICHICAN

CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF WIICHIGAN										
COUNTY OF Livings	ston									
The undersigned, being duly sworn, on	oath deposes and say	s that (s)he is the								
Project Manager	of the	Fonson Company, Inc.								
(Title)	•	(Firm Name)								
the contractor employed by the City of Novi to furnish labor and materials for the										
Lakeshore Park Tunnel Replacement										
(Description of Improvement)										
located at: Novi, MI										
undersigned to have furnished services of the improvements on the premises; corporation on account of labor, service premises; that as of this date, all work or any suppliers or subcontractors of the	ayment; that the persor s, equipment, labor and that the dollar amount es, equipment, and/or of to be performed with re the undersigned or any	of which I have received payment of ns, firms, and corporations engaged by the d/or materials in the construction or repair set opposite each such person, firm, or materials furnished with reqpect to said espect to said premises by the undersigned persons, firms, or corporations named in oted by the owner and completed according								

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

	Signed this 8 day of December, 2083
Name:	(individual/corporation/partnership)
Ву:	PROJECT MANALER Attest: (Title) Januar Ramehneh, witness
Subso	ribed and sworn to before me this 8th day of December, 2023
No	ary Public: Marcie J. Tomburum

NOTARY SEAL

MARCIE J TOMBURRINI
Notary Public - State of Michigan
County of Livingston
My Commission Expires Dec 28, 2028
Acting in the County of Livingston

SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Asphalt Specialists	Asphalt Paving	\$31,825.80	\$31,825.80	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video	Video Taping	\$725.00	\$725.00	\$0.00	0.0%	\$0.00
Exo Contracting	Misc. Sub	\$4,266.00	\$4,266.00	\$0.00	0.0%	\$0.00
Future Fabricating	Fencing and Gates	\$19,249.50	\$19,249.50	\$0.00	0.0%	\$0.00
Future Fence Company	Fencing and Gates	\$37,652.00	\$37,652.00	\$0.00	0.0%	\$0.00
GM & Sons, Inc.	Concrete Curbs and Walks	\$31,000.00	\$31,000.00	\$0.00	0.0%	\$0.00
PK Contracting	Pavement Markings	\$2,132.46	\$2,132.46	\$0.00	0.0%	\$0.00
Smith's Waterproofing	Misc. Sub	\$12,904.50	\$12,904.50	\$0.00	0.0%	\$0.00
Spartan Barricading & TCI	Traffic Control Barricades	\$4,262.78	\$4,262.78	\$0.00	0.0%	\$0.00
Timmer Construction Co.	Concrete Foundateions	\$87,680.00	\$87,680.00	\$0.00	0.0%	\$0.00
TOTALS		\$231,698.04	\$231,698.04	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract:	\$601,961.00	Work Completed to Date:	\$613,389.11
Plus: Extras to Contract:	\$25,901.74	Less: Total Retainage:	\$15,334.73
Total: Contract plus Extras:	\$627,862.74	Less: Amount Previously Paid:	\$598,054.38
Less: Credits to Contract:	\$14,473.63	Less: Amount of this Request:	\$15,334.73
Total: Adjusted Contract:	\$613,389.11	Total Balance Due:	\$15,334.73



My/our contract with Fonson C	ompany, Inc.	to provide
	(Prime Contracting Party)	
labor and/or materials (Type of service)	for the improvement	nt of the property
described as _ Job #23918 Lakeshore	e Park Tunnel (Project Name)	
having been fully paid and satisfied lien rights against such property are		/our construction
If the improvement is provided to powner or lessee of the property or Notice of Furnishing from me/one of the owner, lessee, or designee has us, the owner, lessee, or designee mus, either in writing, by telephone, or	the owner's or lessee's designer us or if I/we are not required to not received this waiver directly any not rely upon it without con	ee has received a provide one, and y from me/one of tacting me/one of
Signed on: November 27, 2023	Dlane Jalam (Signature of Lien Clairs)	ula Int)
	Diane Palazzola	
w.	(Printed Name of Lien Clai	mant)
	Credit Manager	
	(Title of Lien Claimar	it)
Company Name: Asphalt Speciali	ists, LLC	
Address:1780 E. Highwood, Pont	iac, MI 48340	
Telephone: 248-334-4570		

FULL UNCONDITIONAL WAIVER

My/our contract with Fonson Company, Inc. to provide labor and/or materials for the improvement to the property described as

Lakeshore Park Tunnel

Job # 23918

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

By: Finishing Touch Photo & Video*

(signature of lien claimant)

(printed name of lien claimant)

Signed on: _____13/23

25095 25 Mile Road Chesterfield, MI 48051

Phone: (586) 749-3340 Fax: (586) 749-3340

Please fax or email executed waiver to:

Fonson Company, Inc. Fax: 810-231-5404

ap@fonsoninc.com



My/our contract with	Fonson Company, I	nc.	to provide
	(Prime Co	entracting Party)	1
Labor and/or materi		for the improv	vement of the property
described as Job #239		nnel ct Name)	
having been fully paid lien rights against such		•	•
If the improvement is owner or lessee of the Notice of Furnishing from the owner, lessee, or downer, lessee, or downer, lessee, or us, either in writing, by	property or the own om me/one or us or if esignee has not recei r designee may not r telephone, or persona	ler's or lessee's de I/we are not requived this waiver dely upon it without ally, to verify that	esignee has received a red to provide one, and irectly from me/one of the contacting me/one of it is authentic.
Signed on: 9-18-23	Costar Paliotl	Paliotheodo Date: 2023.0	09.18 13:29:15 -04'00'
		(Signature of Lier	i Ciaimant)
	C	ostandinia Paliothe	eodoros
		(Printed Name of L	ien Claimant)
	V	ice President	
		(Title of Lien	Claimant)
Company Name: <u>Exo</u>	Contracting, Inc.		
Address: 18902 Quarry	Road, Riverview, N	II 48193	
Telephone: <u>734-283-71</u>	.87		



My/our contract with	Fonson Company, Inc.	to provide
-	(Prime Contracting Party)	
labor and/or materials (Type of service)	for the improvement	at of the property
described as _Job #23918 Lak	eshore Park Tunnel (Project Name)	
	tisfied, by signing this waiver, all my ty are hereby waived and released.	our construction
owner or lessee of the proper Notice of Furnishing from me, the owner, lessee, or designed us, the owner, lessee, or design	ed to property that is a residential strategy or the owner's or lessee's designer on one or us or if I/we are not required to the has not received this waiver directly gnee may not rely upon it without compone, or personally, to verify that it is an an accordance of Lien Claims. (Signature of Lien Claims)	ee has received a provide one, and provide one, and provide one of tacting me/one of
	(Printed Name of Lien Clai Contract Administ (Title of Lien Claimar	rator
	(
Company Name:Future Fa	bricating	
Address: 23450 Regency Par	rk Drive, Warren, MI 48089	
Telephone: 586-755-0900		



My/our contract with	Fonson Company, Inc. (Prime Contracting Party)	to provide
labor and/or materials (Type of service)	for the improvement	ent of the property
described as _Job #23918 Lakesh	nore Park Tunnel (Project Name)	
having been fully paid and satisfien rights against such property a	fied, by signing this waiver, all mare hereby waived and released.	ny/our construction
owner or lessee of the property Notice of Furnishing from me/on the owner, lessee, or designee has us, the owner, lessee, or designee	to property that is a residential s or the owner's or lessee's design e or us or if I/we are not required t as not received this waiver direct e may not rely upon it without coe, or personally, to verify that it is a (Signature of Lien Claim	nee has received a to provide one, and ly from me/one of ntacting me/one of authentic.
	(Printed Name of Lien Cla	
	Contract Adminis (Title of Lien Claima	
Company Name:Future Fence	Company	
Address: 23450 Regency Park D	rive, Warren, MI 48089	
Telephone: 586-755-0900		



My/our contract with Fonson Com	pany, Inc to provide
	(Prime Contracting Party)
labor and/or materials (Type of service)	for the improvement of the property
described as Job #23918 Lakeshore	Park Tunnel (Project Name)
having been fully paid and satisfied lien rights against such property are l	, by signing this waiver, all my/our construction hereby waived and released.
owner or lessee of the property or Notice of Furnishing from me/one or the owner, lessee, or designee has r us, the owner, lessee, or designee m	property that is a residential structure and if the the owner's or lessee's designee has received at us or if I/we are not required to provide one, and not received this waiver directly from me/one of ay not rely upon it without contacting me/one of a personally, to verify that it is authentic.
Signed on:11/27/2023	(Signature of Lien Claimant)
	Hugo Gallegos
	(Printed Name of Lien Claimant)
	Vice President
	(Title of Lien Claimant)
Company Name: GM & Sons, Inc.	
Address: 46900 West Road, Novi,	MI 48377
Telephone: 248-956-7939	



My/our contract with Fonson	Company, Inc.	to provide
	(Prime Contracting Party)	
labor and/or materials (Type of service)	for the improve	ment of the property
described as Job #23918 Lakesh	ore Park Tunnel	
	(Project Name)	
having been fully paid and satisf lien rights against such property a		my/our construction
If the improvement is provided owner or lessee of the property Notice of Furnishing from me/one the owner, lessee, or designee he us, the owner, lessee, or designee us, either in writing, by telephone Signed on: 9/19/23	or the owner's or lessee's designer or us or if I/we are not required as not received this waiver direct may not rely upon it without or or personally, to verify that it is (Signature of Lien Classical Manuscott) Holly Haines (Printed Name of Lien Classical Manuscott)	ignee has received a d to provide one, and ectly from me/one of contacting me/one of s authentic.
	Agent	
	(Title of Lien Clai	mant)
Company Name: PK Contracting	g	
Address: 1965 Barrett Drive, Tro	oy, MI 48084	
Telephone: 248-362-2130		



My/our contract with Fonson Com	
	(Prime Contracting Party)
labor and/or materials (Type of service)	for the improvement of the property
described as Job #23918 Lakeshore	Park Tunnel (Project Name)
having been fully paid and satisfied, lien rights against such property are h	by signing this waiver, all my/our construction ereby waived and released.
owner or lessee of the property or a Notice of Furnishing from me/one or the owner, lessee, or designee has n us, the owner, lessee, or designee ma	roperty that is a residential structure and if the he owner's or lessee's designee has received a us or if I/we are not required to provide one, and ot received this waiver directly from me/one of ay not rely upon it without contacting me/one of personally, to verify that it is authentic.
Signed on:11/28/2023	(Signature of Len Claimant)
	Sandra Lorion
	(Printed Name of Lien Claimant)
	Agent (Title of Lien Claimant)
	,
Company Name: _Smith's Waterpro	ofing LLC
Address: 3821 Van Dyke, Almont, N	MI 48003
Telephone: 810-798-2371	·



My/our contract withFonson Com	ipany, Inc.	to provide
	(Prime Contracting Party)	
labor and/or materials (Type of service)	for the impro	vement of the property
described as Job #23918 Lakeshore	Park Tunnel (Project Name)	
having been fully paid and satisfied lien rights against such property are l		•
If the improvement is provided to powner or lessee of the property or Notice of Furnishing from me/one or the owner, lessee, or designee has rus, the owner, lessee, or designee mus, either in writing, by telephone, or	the owner's or lessee's do to us or if I/we are not requi- not received this waiver do ay not rely upon it withou	lesignee has received a ired to provide one, and irectly from me/one of at contacting me/one of
Signed on: 10/17/23	Jan Myll (Signature of Lig	Staimant)
	HOVINITED Name of L	Leelly Lien Claimant)
	(Title of Lien	Claimant)
Company Name: Spartan Barricadir	ng & Traffic Control Inc	
Address: 781 Hull Rd, Mason, MI	18854	
Telephone: 517-244-1500		



My/our contract with Fonson Cor		to provide
	(Prime Contracting Party)	
labor and/or materials (Type of service)	for the improv	vement of the property
described as <u>Job #23918 Lakeshore</u>	Park Tunnel (Project Name)	TCC Job# 2022-062
having been fully paid and satisfied, lien rights against such property are h		
If the improvement is provided to p owner or lessee of the property or t Notice of Furnishing from me/one or the owner, lessee, or designee has no us, the owner, lessee, or designee ma us, either in writing, by telephone, or	he owner's or lessee's do us or if I/we are not requi to treceived this waiver do ay not rely upon it withou	esignee has received a red to provide one, and irectly from me/one of it contacting me/one of
Signed on: September 19, 2023	Nannette Edgil (Signature of Lier	Digitally signed by Nannette Edgil DN: cn-Mannette Edgil c=US United DN: c
	Nannette Edgil	
	(Printed Name of L	ien Claimant)
	Bookkeeper (Title of Lien	Claimant)
Company Name: Timmer Construction	on Company	
Address: 30670 W. Eight Mile Road	, Farmington Hills, MI 48	3336
Telephone: <u>248-478-9400</u>		



My/our contract with to provide
(Prime Contracting Party)
labor and/or materials for the improvement of the property (Type of service)
described as Job #23918 Lakeshore Park Tunnel
(Project Name)
having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.
If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.
Signed on: 9-19-23 (Signature of Lien Claimant) (Printed Name of Lien Claimant)
(Title of Lien Chimant)
Company Name: CHOP Procare Tree Service
Address: 1505 Steele Avenue SW, Grand Rapids, MI 49507
Telephone: 616-583-9821