



**CITY OF NOVI CITY COUNCIL
FEBRUARY 27, 2023**

SUBJECT: Approval of the final payment to Fonson Company, Inc. for the Lee BeGole Headwall Reconstruction, Bishop Creek Streambank Restoration, and Segment 70 Meadowbrook Road Sidewalk project, in the amount of \$32,655.12, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 31,050.08 L BG HW, Bishop Crk SS, & Martin Ave (retainage) \$ 1,605.04 Seg 70 Meadowbrook Sidewalk (retainage) \$ 32,655.12
AMOUNT BUDGETED	\$ 6,172.00 Lee BeGole Headwall \$ 22,118.00 Bishop Creek Streambank Stabilization \$ 31,242.00 Martin Ave Storm Improvements \$ 98,903.00 Seg 70 Meadowbrook Sidewalk \$ 158,435.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	210-211.00-865.149 – Lee BeGole Headwall 210-211.00-865.145 – Bishop Creek Streambank Stabilization 210-211.00-865.241 – Martin Ave Storm Improvements 400-204.00-974.469 – Seg 70 Meadowbrook Sidewalk

BACKGROUND INFORMATION:

This two-phased project combined Lee BeGole Drive headwall reconstruction with the Bishop Creek streambank stabilization and the Segment 70 sidewalk construction along the west side of Meadowbrook Road, south of 11 Mile Road. The headwall of the culverts where the Bishop Creek flows beneath Lee BeGole Drive was failing and required replacement. The first phase of the project was to extend the existing 48-inch twin culverts east of Lee BeGole Drive and reconstruct the headwall, which is located on City of Novi Department of Public Works property.

The second phase of the project addressed bank erosion and stream widening along Bishop Creek, just south of 11 Mile Road. A failing driveway culvert was replaced, and an eight-foot concrete sidewalk was constructed along the west side of Meadowbrook Road to fill in the gap between Gateway Village and 11 Mile Road.

At the City Council meeting on July 12, 2021 staff was directed to address ongoing storm drainage issues on Martin Avenue and the adjacent neighborhood along Linhart Street and Wainwright Street. The Martin Avenue main storm drain pipe was undersized (15-inch) and the area had been impacted by new development to the west (Lakeview). Runoff from the Lakeview Development had exasperated the already current poor conditions and upsizing the drain pipe was recommended by staff. Lakeview had been directed to install corrective measures to keep the runoff on-site and to manage drainage per the approved plan.

The significant rainfall event of July 25, 2021 contributed to flooding by residents, and staff responded by engaging OHM-Advisors to scope this project to upsize the Martin Avenue pipe. OHM and staff worked with the contractor, Fonson Company, Inc., to design and estimate unit prices to develop Change Order No. 2, in the amount of \$386,068.00 which was approved by City Council at the August 30, 2021, meeting.

The construction contract was approved at the December 21, 2020, City Council meeting to Fonson Company, Inc., in the amount of \$894,884.05. Staff worked with the engineering consultant for this project, OHM-Advisors, to review and verify the final contract payment amount of \$32,655.12 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, January 31, 2023).

There were five (5) approved change orders issued resulting in an overall increase of \$411,320.66 or 46.0% over the awarded amount. The approved change orders resulted in a final contract price of \$1,306,204.71.

RECOMMENDED ACTION: Approval of the final payment to Fonson Company, Inc., for the Lee BeGole Headwall Reconstruction, Bishop Creek Streambank Restoration, and Segment 70 Meadowbrook Road Sidewalk project, in the amount of \$32,655.12, plus interest earned on retainage.

Lee BeGole Headwall Reconstruction, Bishop Creek Streambank Stabilization, and Meadowbrook Road Sidewalk

Location Map



Map Author: Rebecca Runkel
 Date: 12/7/2020
 Project: Lee BeGole/Bishop Creek
 Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

- Lee BeGole Headwall Reconstruction
- Bishop Creek Streambank Stabilization
- Sidewalk Construction



City of Novi

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



1 inch = 470 feet



LEE BEGOLE HEADWALL REPLACEMENT



Before – Looking north on Lee BeGole Drive. Headwall on right in the vegetation.



After – Looking at east-face of wall from DPW yard.

BISHOP CREEK STREAMBANK STABILIZATION



Before – Looking north on Meadowbrook Road, along the west side.



Before – Looking south on Meadowbrook Road, along the west side.

BISHOP CREEK STREAMBANK STABILIZATION



During – Completion of the retaining wall and reshaping of the Bishop Creek ditch.



After – Completion of the culvert at Biotech and final Bishop Creek stabilization.

MEADOWBROOK ROAD – SIDEWALK SEGMENT No. 70



After – Completed segment of Meadowbrook Road sidewalk, south of 11 Mile Road.



After – Completed segment of Meadowbrook Road sidewalk, looking south towards Grand River.

ELIZABETH KUDLA SAARELA
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

January 31, 2023

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

Re: *Lee Begole Headwall, Bishop Creek Streambank Stabilization and Seg 70 Sidewalk Project*
Fonson Company, Inc.
Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Lee Begole Headwall, Bishop Creek Streambank Stabilization and Seg 70 Sidewalk 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 Rider

The closing documents appear to be in order. The Maintenance Bond has been increased to include project change orders and is adequate for the final project cost. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

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



CITY OF NOVI

Balance Due This Payment = \$ 32,655.12

PURCHASE ORDER NO.

96473

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Lee BeGole Headwall/Bishop Streambank & Seg 70 Sidewalk	NOVI PROJECT NO.: 20-3401	PAYMENT NO.: FINAL
	CIP NO.: ENG033; 133-07; 135-70	
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	CONTRACTOR: Fonson Company, Inc. 7644 Whitmore Lake Road Brighton, Michigan 48116 (810) 231-5188
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$894,884.05	ORIGINAL: June 4, 2022	FROM: August 26, 2022
REVISED: \$1,306,204.71	REVISED:	TO: December 6, 2022
	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - Lee BeGole Headwall GI# 210-211.00-865.149			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1 - Headwall	CD		25.00	\$ 700.00	\$ 17,500.00	31.00	\$ 700.00	\$ 21,700.00				31.00	\$ 21,700.00	100%
0	Crew Days - Division 2 - Streambank	CD		25.00	\$ 700.00	\$ 17,500.00	39.00	\$ 700.00	\$ 27,300.00				41.00	\$ 28,700.00	105%
0	Crew Days - Division 3 - Sidewalk	CD		15.00	\$ 700.00	\$ 10,500.00	19.50	\$ 700.00	\$ 13,650.00				19.50	\$ 13,650.00	100%
0	Crew Days - Division 4 - Martin Strm	CD		20.00	\$ 700.00	\$ 14,000.00	24.25	\$ 700.00	\$ 16,975.00				24.00	\$ 16,800.00	99%
0	Crew Days - Division 5	CD		0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
	TOTAL CREW DAYS			85.00	\$ 700.00	\$ 59,500.00	113.75	\$ 700.00	\$ 79,625.00	0.00			115.50	\$ 80,850.00	102%
1	Mobilization, Max 10%	LS		1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00				1.00	\$ 20,000.00	100%
2	Clearing	AC		0.10	\$ 45,000.00	\$ 4,500.00	0.10	\$ 45,000.00	\$ 4,500.00				0.10	\$ 4,500.00	100%
3	Dr Structure, Remove	EA		1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
4	Sewer, Remove, Less Than 24-inch	LF		10.00	\$ 40.00	\$ 400.00	20.00	\$ 40.00	\$ 800.00				20.00	\$ 800.00	100%
5	Fence, Remove	LF		200.00	\$ 8.00	\$ 1,600.00	379.00	\$ 8.00	\$ 3,032.00				379.00	\$ 3,032.00	100%
6	Steel Sheet Piling, Remove	SF		50.00	\$ 57.00	\$ 2,850.00	157.00	\$ 57.00	\$ 8,949.00				157.00	\$ 8,949.00	100%
7	Pavt, Remove, Modified	SY		11.00	\$ 50.00	\$ 550.00	0.00	\$ 50.00	\$ -				0.00		
8	Embankment, CIP	CY		44.00	\$ 32.00	\$ 1,408.00	44.00	\$ 32.00	\$ 1,408.00				44.00	\$ 1,408.00	100%
9	Excavation, Channel	CY		33.00	\$ 40.00	\$ 1,320.00	40.00	\$ 40.00	\$ 1,600.00				40.00	\$ 1,600.00	100%
10	Subgrade Undercutting, Type II, Mod	CY		22.00	\$ 68.00	\$ 1,496.00	0.00	\$ 68.00	\$ -				0.00		
11	Erosion Control, Check Dam, Stone	LF		30.00	\$ 40.00	\$ 1,200.00	16.00	\$ 40.00	\$ 640.00				16.00	\$ 640.00	100%
12	Erosion Control, Silt Fence	LF		160.00	\$ 3.00	\$ 480.00	160.00	\$ 3.00	\$ 480.00				160.00	\$ 480.00	100%
13	Project Cleanup	LS		1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
14	Audio - Video Route Survey	LS		1.00	\$ 875.00	\$ 875.00	1.00	\$ 875.00	\$ 875.00				1.00	\$ 875.00	100%
15	Maintenance Gravel	TON		25.00	\$ 38.00	\$ 950.00	0.00	\$ 38.00	\$ -				0.00		
16	Culv, CI B, Conc, 48-inch	LF		32.00	\$ 420.00	\$ 13,440.00	32.00	\$ 420.00	\$ 13,440.00				32.00	\$ 13,440.00	100%
17	Sewer, CI IV, 18-inch, Tr Det B	LF		88.00	\$ 75.00	\$ 6,600.00	80.00	\$ 75.00	\$ 6,000.00				80.00	\$ 6,000.00	100%
18	Sewer, Bulkhead, 18-inch	EA		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
19	Dr Structure Cover, Type B	EA		1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	\$ 600.00				1.00	\$ 600.00	100%
20	Dr Structure Cover, Type G	EA		1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%
21	Dr Structure, 24-inch Dia	EA		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	\$ 1,250.00				1.00	\$ 1,250.00	100%
22	Dr Structure, 48-inch Dia	EA		1.00	\$ 1,550.00	\$ 1,550.00	1.00	\$ 1,550.00	\$ 1,550.00				1.00	\$ 1,550.00	100%
23	Dr Structure, Tap, 18-inch	EA		1.00	\$ 400.00	\$ 400.00	1.00	\$ 400.00	\$ 400.00				1.00	\$ 400.00	100%
24	Wtr Structure Cover, Adj, Case 2	EA		1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%
TOTAL THIS SHEET						\$ 66,869.00			\$ 70,924.00		\$ -		\$ 70,924.00	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Lee BeGole Headwall/Bishop Streambank & Seg 70 Sidewalk

NOVI PROJECT NO.: 20-3401

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 2 - Bishop Creek Streambank GL# 210-211.00-865.145			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE			
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
41	Mobilization, Max 10%	LS		0.80	\$ 50,000.00	\$ 40,000.00	0.80	\$ 50,000.00	\$ 40,000.00				0.80	\$ 40,000.00	100%	
42	Clearing	AC		0.25	\$ 18,000.00	\$ 4,500.00	0.31	\$ 18,000.00	\$ 5,580.00				0.31	\$ 5,580.00	100%	
43	Culv, Remove, Over 48-inch	EA		2.00	\$ 1,400.00	\$ 2,800.00	2.00	\$ 1,400.00	\$ 2,800.00				2.00	\$ 2,800.00	100%	
44	Sewer, Remove, Less Than 24-inch	LF		5.00	\$ 33.00	\$ 165.00	0.00	\$ 33.00	\$ -				0.00	\$ -		
45	Embankment, CIP	CY		50.00	\$ 25.00	\$ 1,250.00	0.00	\$ 25.00	\$ -				0.00	\$ -		
46	Excavation, Channel	CY		970.00	\$ 28.00	\$ 27,160.00	970.00	\$ 28.00	\$ 27,160.00				970.00	\$ 27,160.00	100%	
47	Subgrade Undercutting, Type II, Mod	CY		25.00	\$ 65.00	\$ 1,625.00	0.00	\$ 65.00	\$ -				0.00	\$ -		
48	Aggregate, 6A	CY		172.00	\$ 55.00	\$ 9,460.00	179.30	\$ 55.00	\$ 9,861.50				179.30	\$ 9,861.50	100%	
49	Erosion Control, Check Dam, Stone	LF		150.00	\$ 35.00	\$ 5,250.00	10.00	\$ 35.00	\$ 350.00				10.00	\$ 350.00	100%	
50	Erosion Control, Silt Fence	LF		750.00	\$ 3.00	\$ 2,250.00	810.00	\$ 3.00	\$ 2,430.00				810.00	\$ 2,430.00	100%	
51	Project Cleanup	LS		0.80	\$ 6,000.00	\$ 4,800.00	0.80	\$ 6,000.00	\$ 4,800.00				0.80	\$ 4,800.00	100%	
52	Audio - Video Route Survey	LS		0.80	\$ 1,468.75	\$ 1,175.00	0.80	\$ 1,468.75	\$ 1,175.00				0.80	\$ 1,175.00	100%	
53	Maintenance Gravel	TON		80.00	\$ 40.00	\$ 3,200.00	7.50	\$ 40.00	\$ 300.00				7.50	\$ 300.00	100%	
54	Culv End Sec, Conc, 21-inch	EA		1.00	\$ 900.00	\$ 900.00	1.00	\$ 900.00	\$ 900.00				1.00	\$ 900.00	100%	
55	Culv End Sec, Conc, 24-inch	EA		1.00	\$ 950.00	\$ 950.00	1.00	\$ 950.00	\$ 950.00				1.00	\$ 950.00	100%	
56	Culv, Reinf Conc Ellip, HE Cl III, 82x128	LF		79.00	\$ 1,009.00	\$ 79,711.00	79.00	\$ 1,009.00	\$ 79,711.00				79.00	\$ 79,711.00	100%	
57	Precast Apron	EA		2.00	\$ 15,000.00	\$ 30,000.00	2.00	\$ 15,000.00	\$ 30,000.00				2.00	\$ 30,000.00	100%	
58	Precast Wingwalls	EA		4.00	\$ 16,000.00	\$ 64,000.00	4.00	\$ 16,000.00	\$ 64,000.00				4.00	\$ 64,000.00	100%	
59	Conc, Grade S2	CY		7.00	\$ 3,650.00	\$ 25,550.00	8.00	\$ 3,650.00	\$ 29,200.00				8.00	\$ 29,200.00	100%	
60	Reinforcement, Steel, Epoxy-Coated	LB		242.00	\$ 2.00	\$ 484.00	240.00	\$ 2.00	\$ 480.00				240.00	\$ 480.00	100%	
61	Block Retaining Wall, Mortarless, Reinf	SF		2750.00	\$ 33.00	\$ 90,750.00	2851.00	\$ 33.00	\$ 94,083.00				2851.00	\$ 94,083.00	100%	
62	Fence, Decorative, Black, 48-inch	LF		500.00	\$ 53.00	\$ 26,500.00	488.50	\$ 53.00	\$ 25,890.50				488.50	\$ 25,890.50	100%	
63	Sign, Height Adjustment	EA		2.00	\$ 1,500.00	\$ 3,000.00	2.00	\$ 1,500.00	\$ 3,000.00				2.00	\$ 3,000.00	100%	
64	Pedestrian Type II Barricade, Temp	EA		10.00	\$ 90.00	\$ 900.00	0.00	\$ 90.00	\$ -				0.00	\$ -		
65	Minor Traffic Devices	LS		1.00	\$ 11,500.00	\$ 11,500.00	1.00	\$ 11,500.00	\$ 11,500.00				1.00	\$ 11,500.00	100%	
66	Barricade, Type III, H-I, D-S, Light, F-O	EA		10.00	\$ 75.00	\$ 750.00	7.00	\$ 75.00	\$ 525.00				7.00	\$ 525.00	100%	
67	Channelizing Device, 42-inch, F-O	EA		50.00	\$ 18.00	\$ 900.00	93.00	\$ 18.00	\$ 1,674.00				93.00	\$ 1,674.00	100%	
68	Lighted Arrow, Type C, F-O	EA		1.00	\$ 500.00	\$ 500.00	2.00	\$ 500.00	\$ 1,000.00				2.00	\$ 1,000.00	100%	
				TOTAL FROM THIS SHEET			\$ 440,030.00	\$ 437,370.00			\$ -			\$ 437,370.00		
				TOTAL FROM OTHER SHEETS			\$ 204,842.00	\$ 210,934.28			\$ -			\$ 210,934.28		
				SUBTOTAL			\$ 644,872.00	\$ 648,304.28			\$ -			\$ 648,304.28	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Lee BeGole Headwall/Bishop
 Streambank & Seg 70 Sidewalk

NOVI PROJECT NO.: 20-3401

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 3 - Seg 70 - Mdwbrk Sidewalk GL# 400-204.00-974.469			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
80	Mobilization, Max 10%	LS		0.20	\$ 54,000.00	\$ 10,800.00	0.20	\$ 54,000.00	\$ 10,800.00				0.20	\$ 10,800.00	100%
81	Curb and Gutter, Remove	LF		42.00	\$ 15.00	\$ 630.00	343.50	\$ 15.00	\$ 5,152.50				343.50	\$ 5,152.50	100%
82	Guardrail, Remove	LF		286.00	\$ 1.00	\$ 286.00	286.00	\$ 1.00	\$ 286.00				286.00	\$ 286.00	100%
83	Pavt, Remove, Modified	SY		654.00	\$ 7.00	\$ 4,578.00	634.33	\$ 7.00	\$ 4,440.31				634.33	\$ 4,440.31	100%
84	Embankment, CIP	CY		25.00	\$ 19.00	\$ 475.00	25.00	\$ 19.00	\$ 475.00				25.00	\$ 475.00	100%
85	Excavation, Earth	CY		350.00	\$ 32.00	\$ 11,200.00	350.00	\$ 32.00	\$ 11,200.00				350.00	\$ 11,200.00	100%
86	Granular Material, CI II	CY		137.00	\$ 60.00	\$ 8,220.00	0.00	\$ 60.00	\$ -				0.00	\$ -	
87	Subgrade Undercutting, Type II, Mod	CY		25.00	\$ 62.00	\$ 1,550.00	37.62	\$ 62.00	\$ 2,332.44				37.62	\$ 2,332.44	100%
88	Project Cleanup	LS		0.20	\$ 10,000.00	\$ 2,000.00	0.20	\$ 10,000.00	\$ 2,000.00				0.20	\$ 2,000.00	100%
89	Audio - Video Route Survey	LS		0.20	\$ 5,875.00	\$ 1,175.00	0.20	\$ 5,875.00	\$ 1,175.00				0.20	\$ 1,175.00	100%
90	Maintenance Gravel	TON		25.00	\$ 35.00	\$ 875.00	27.00	\$ 35.00	\$ 945.00				27.00	\$ 945.00	100%
91	Shoulder, CI II, 6-inch	SY		696.00	\$ 13.00	\$ 9,048.00	950.80	\$ 13.00	\$ 12,360.40				950.80	\$ 12,360.40	100%
92	Sanitary Structure Cover, Adjust	EA		2.00	\$ 550.00	\$ 1,100.00	2.00	\$ 550.00	\$ 1,100.00				2.00	\$ 1,100.00	100%
93	Utility Structure Cover	EA		1.00	\$ 650.00	\$ 650.00	1.00	\$ 650.00	\$ 650.00				1.00	\$ 650.00	100%
94	Utility Structure Cover, Adjust	EA		2.00	\$ 200.00	\$ 400.00	0.00	\$ 200.00	\$ -				0.00	\$ -	
95	Hand Patching	TON		20.00	\$ 318.00	\$ 6,360.00	2.00	\$ 318.00	\$ 636.00				2.00	\$ 636.00	100%
96	Driveway, Nonreinf Conc, 8-inch	SY		185.00	\$ 44.50	\$ 8,232.50	238.89	\$ 44.50	\$ 10,630.61				238.89	\$ 10,630.61	100%
97	Detectable Warning Surface	LF		16.00	\$ 32.00	\$ 512.00	16.00	\$ 32.00	\$ 512.00				16.00	\$ 512.00	100%
98	Curb Ramp Opening, Conc	LF		52.00	\$ 20.00	\$ 1,040.00	36.50	\$ 20.00	\$ 730.00				36.50	\$ 730.00	100%
99	Sidewalk Ramp, Conc, 6-inch	SF		500.00	\$ 5.90	\$ 2,950.00	248.75	\$ 5.90	\$ 1,467.63				248.75	\$ 1,467.63	100%
100	Sidewalk, Conc, 4-inch	SF		9671.00	\$ 3.35	\$ 32,397.85	9824.00	\$ 3.35	\$ 32,910.40				9824.00	\$ 32,910.40	100%
101	Guardrail, Type MGS-8	LF		514.00	\$ 19.50	\$ 10,023.00	484.90	\$ 19.50	\$ 9,455.55				484.90	\$ 9,455.55	100%
102	Guardrail Approach Terminal, Type 2M	EA		4.00	\$ 2,900.00	\$ 11,600.00	4.00	\$ 2,900.00	\$ 11,600.00				4.00	\$ 11,600.00	100%
103	Guardrail, Wood Back	LF		714.00	\$ 10.00	\$ 7,140.00	462.00	\$ 10.00	\$ 4,620.00				462.00	\$ 4,620.00	100%
104	Pavt Mrkg, Polyurea, 4-inch, White	LF		210.00	\$ 10.00	\$ 2,100.00	0.00	\$ 10.00	\$ -				0.00	\$ -	
105	Pavt Mrkg, Longit, 6" or less, Rem	LF		172.00	\$ 5.00	\$ 860.00	0.00	\$ 5.00	\$ -				0.00	\$ -	
106	Rem, Salv, & Replace Landscaping	LS		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
TOTAL FROM THIS SHEET						\$ 137,702.35			\$ 126,978.83		\$ -			\$ 126,978.83	
TOTAL FROM OTHER SHEETS						\$ 757,181.70			\$ 761,922.38		\$ -			\$ 761,922.38	
SUBTOTAL						\$ 894,884.05			\$ 888,901.21		\$ -			\$ 888,901.21	100%



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 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: Lee BeGole Headwall/Bishop
 Streambank & Seg 70 Sidewalk

NOVI PROJECT NO.: 20-3401

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
107	12" HDPE Culvert	LFT	1	210-211.00-865.149	40.00	\$ 85.00	\$ 3,400.00				40.00	\$ 3,400.00	100%
108	Guard Rail, Rem	LFT	1	210-211.00-865.149	116.00	\$ 1.00	\$ 116.00				116.00	\$ 116.00	100%
109	Guard Rail, Type B	LFT	1	210-211.00-865.149	116.00	\$ 19.50	\$ 2,262.00				116.00	\$ 2,262.00	100%
110	Mobilization, Max 5%	LS	4	210-211.00-865.241	1.00	\$ 19,500.00	\$ 19,500.00				1.00	\$ 19,500.00	100%
111	Traffic Maintenance and Control	LS	4	210-211.00-865.241	1.00	\$ 3,700.00	\$ 3,700.00				1.00	\$ 3,700.00	100%
112	Audio Video Route Survey	LS	4	210-211.00-865.241	1.00	\$ 1,075.00	\$ 1,075.00				1.00	\$ 1,075.00	100%
113	Dr Structure, Rem	EA	4	210-211.00-865.241	17.00	\$ 825.00	\$ 14,025.00				17.00	\$ 14,025.00	100%
114	Sewer, Rem, Less than 24 inch	FT	4	210-211.00-865.241	376.00	\$ 56.00	\$ 21,056.00				376.00	\$ 21,056.00	100%
115	Pavt, Rem	SYD	4	210-211.00-865.241	1342.52	\$ 9.00	\$ 12,082.68				1342.52	\$ 12,082.68	100%
116	Storm Sewer, 12 inch to 15 inch, Abandon	LS	4	210-211.00-865.241	1.00	\$ 10,800.00	\$ 10,800.00				1.00	\$ 10,800.00	100%
117	Erosion Control, Inlet Protection, Fabric D	EA	4	210-211.00-865.241	0.00	\$ 165.00	\$ -				0.00	\$ -	
118	Erosion Control, Silt Fence	FT	4	210-211.00-865.241	0.00	\$ 6.00	\$ -				0.00	\$ -	
119	Aggregate Base, 21AA, 8 inch	SYD	4	210-211.00-865.241	641.10	\$ 16.00	\$ 10,257.60				641.10	\$ 10,257.60	100%
120	Maintenance Gravel	TON	4	210-211.00-865.241	61.02	\$ 38.00	\$ 2,318.76				61.02	\$ 2,318.76	100%
121	Culv End Sect, 12 inch	EA	4	210-211.00-865.241	13.00	\$ 430.00	\$ 5,590.00				13.00	\$ 5,590.00	100%
122	Culv End Sect, 30 inch	EA	4	210-211.00-865.241	1.00	\$ 950.00	\$ 950.00				1.00	\$ 950.00	100%
123	HP Storm Drain Pipe, 12 inch	FT	4	210-211.00-865.241	376.00	\$ 95.00	\$ 35,720.00				376.00	\$ 35,720.00	100%
124	HP Storm Drain Pipe, 18 inch	FT	4	210-211.00-865.241	132.00	\$ 106.00	\$ 13,992.00				132.00	\$ 13,992.00	100%
125	HP Storm Drain Pipe, 30 inch	FT	4	210-211.00-865.241	426.50	\$ 216.00	\$ 92,124.00				426.50	\$ 92,124.00	100%
126	HP Storm Drain Pipe, 24 inch	FT	4	210-211.00-865.241	134.00	\$ 106.00	\$ 14,204.00				134.00	\$ 14,204.00	100%
127	Sewer Tap, 10 inch	EA	4	210-211.00-865.241	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%
128	Underdrain, Subgrade, 6 inch	FT	4	210-211.00-865.241	0.00	\$ 21.00	\$ -				0.00	\$ -	
129	Catch Basin, 24 inch dia	EA	4	210-211.00-865.241	0.00	\$ 2,200.00	\$ -				0.00	\$ -	
130	Catch Basin, 48 inch dia	EA	4	210-211.00-865.241	4.00	\$ 2,850.00	\$ 11,400.00				4.00	\$ 11,400.00	100%
131	Yard Basin, 12 inch dia	EA	4	210-211.00-865.241	0.00	\$ 2,700.00	\$ -				0.00	\$ -	
132	Storm Manhole, 48 inch dia	EA	4	210-211.00-865.241	0.00	\$ 2,900.00	\$ -				0.00	\$ -	
133	Storm Manhole, 60 inch dia	EA	4	210-211.00-865.241	7.00	\$ 3,850.00	\$ 26,950.00				7.00	\$ 26,950.00	100%
134	Ditch Grading	FT	4	210-211.00-865.241	419.00	\$ 24.00	\$ 10,056.00				419.00	\$ 10,056.00	100%
TOTAL FROM THIS SHEET							\$ 312,129.04			\$ -		\$ 312,129.04	
TOTAL FROM OTHER SHEETS						\$ 894,884.05				\$ -		\$ 888,901.21	
SUBTOTAL						\$ 894,884.05	\$ 1,201,030.25			\$ -		\$ 1,201,030.25	100%



CITY OF NOVI

PURCHASE ORDER NO.

96473

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Lee BeGole Headwall/Bishop Streambank & Seg 70 Sidewalk
NOVI PROJECT NO.: 20-3401
PAYMENT NO.: FINAL

Original Contract Amount:	\$	894,884.05
Change Orders:	\$	411,320.66
Adjusted Contract Amount to Date:	\$	1,306,204.71
Total Cost of Work Performed to Date:	\$	1,306,204.71
MINUS Retainage:	\$	-
MINUS Inspection "Crew Days":	To Date	115.50
	This Pay	0.00
Net Amt. Earned of Contract and Extra Work to Date:	\$	1,304,979.71
MINUS L.D.'s:	# of days over =	
	\$ amount/day =	\$1,300
Subtotal:	\$	1,304,979.71
ADD Incentive "Crew Days", if under:	\$	-
Subtotal:	\$	1,304,979.71
MINUS Amount of Previous Payments:	\$	1,272,324.59
1 \$	85,072.50	
2 \$	121,836.00	
3 \$	17,799.55	
4 \$	325,077.34	
5 \$	449,411.51	
6 \$	89,785.70	
7 \$	96,532.17	
8 \$	59,571.93	
9 \$	27,237.89	
10 \$	-	
BALANCE DUE THIS PAYMENT:	\$	32,655.12

CHANGE ORDERS

No.	Date		Amount
1	June 3, 2021	\$	10,070.28
2	August 23, 2021	\$	386,068.00
3	November 13, 2021	\$	(17,970.96)
4	March 3, 2022	\$	32,405.95
5	August 26, 2022	\$	747.39
6			
7			
8			
9			
10			

TOTAL: \$ 411,320.66

Inspection "Crew Days" Allowed per Contract:	85.00
Additional "Crew Days" per Change Orders:	28.75
Total Inspection "Crew Days" Allowed:	113.75
Inspection "Crew Days" Used to Date:	115.50
Inspection "Crew Days" Remaining:	-1.75



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Lee BeGole Headwall/Bishop Streambank & Seg 70 Sidewalk
NOVI PROJECT NO.: 20-3401
PAYMENT NO.: FINAL

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI



Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Jennah Rawahneh
Digitally signed by Jennah Rawahneh
DN: C=US, E=jennah@fonsoninc.com, OU=Project Manager, O=Fonson Company, Inc., CN=Jennah Rawahneh
Date: 2022.12.15 10:05:04-05'00'

Fonson Company, Inc.
CONTRACTOR - Electronic Signature Certification

Barry Gates
Digitally signed by Barry Gates
DN: C=US, E=barry.gates@ohm-advisors.com, O=OHM Advisors, CN=Barry Gates
Date: 2023.01.12 08:54:59-05'00'

OHM Advisors
CONSULTANT - Electronic Signature Certification

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

 **AIA** Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. 115194Q

PROJECT: *(Name and address)*

Lee BeGole Drive Headwall Reconstruction /
Bishop Creek Streambank Restoration Project

ARCHITECT'S PROJECT NUMBER:

0163-19-0010/18-0050

OWNER

CONTRACT FOR:

Lee BeGole Drive Headwall Reconstruction /
Bishop Creek Streambank Restoration Project

ARCHITECT

CONTRACTOR

TO OWNER: *(Name and address)*

City of Novi, Michigan

CONTRACT DATED:

SURETY

OTHER

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

Westfield Insurance Company
P.O. Box 5001
Westfield Center, Ohio 44251-5001

, SURETY,

on bond of

(Insert name and address of Contractor)

Fonson Company, Inc.
7644 Whitmore Lake Road
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, Michigan

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 08, 2022
(Insert in writing the month followed by the numeric date and year.)

Westfield Insurance Company

(Surety)

(Signature of authorized representative)

Theresa J Foley, Attorney-In-Fact

(Printed name and title)

Attest:

(Seal) Ryan Foley

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

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.

POWER NO. 2140082 03

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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

of ANN ARBOR and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, 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 and on behalf 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 held 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



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

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

State of Ohio County of Medina ss.:

On this 30th day of JUNE A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, 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



Handwritten signature of David A. Kotnik

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

State of Ohio County of Medina ss.:

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 8th day of December A.D., 2022 .



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

RIDER NO. 1

This Rider to be attached to and form part of Bond No. 115194Q, effective January 15, 2021, covering

Lee BeGole Drive Headwall Construction / Bishop Creek Streambank Restoration Project

on behalf of Fonson Company, Inc.

and in favor of City of Novi, Michigan

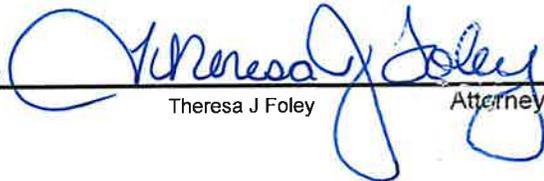
The Bond Amount increased from the Initial Amount of \$894,884.05 to the Final Amount of \$1,306,204.71 and the One (1) Year Maintenance Term will cover this difference of \$411,320.70

The attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified.

This Rider is effective from the 12th day of December, 2022

Signed and dated this 16th day of December, 2022

- WESTFIELD INSURANCE COMPANY
- WESTFIELD NATIONAL INSURANCE COMPANY
- OHIO FARMERS INSURANCE COMPANY

By 
Theresa J Foley Attorney-in-Fact

Accepted City of Novi, Michigan

By _____

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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

of ANN ARBOR and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, 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 and on behalf 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 held 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



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

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

State of Ohio County of Medina ss.:

On this 30th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, 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



Handwritten signature of David A. Kotnik

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

State of Ohio County of Medina ss.:

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 16th day of December A.D., 2022



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Livingston

The undersigned, being duly sworn, on oath deposes and says 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

Lee BeGole Headwall/Bishop Streambank & Seg 70 Sidewalk
(Description of Improvement)

located at: Novi, Michigan

The total amount of the contract is \$1,306,204.71 of which I have received payment of \$1,272,324.59 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

Signed this 15th day of December, 2022

Name: Finson Company Inc.
(individual/corporation/partnership)

By: [Signature] Attest: Sherril A Watts
(Title) Jennah Rawahneh, PM (Title) Sherril Watts, AP

Subscribed and sworn to before me this 15th day of December, 2022

Notary Public: Marcie J Tomburrini

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	Accumulative Retainage to Date	Balance Due
CHOP	Clearing	\$10,080.00	\$10,080.00	\$0.00	0.0%	\$0.00
Timmer Construction	Conc, Grade S2	\$57,146.72	\$57,146.72	\$0.00	0.0%	\$0.00
Poco, Inc.	Barricades & Temp. Signs	\$8,038.26	\$8,038.26	\$0.00	0.0%	\$0.00
Action Traffic Maintenance	Fencing and Gates/Surface Removal	\$28,242.24	\$28,242.24	\$0.00	0.0%	\$0.00
Meyer Material	Trucking and Materials	\$7,304.69	\$7,304.69	\$0.00	0.0%	\$0.00
Core & Main	Storm Sewer	\$69,783.34	\$69,783.34	\$0.00	0.0%	\$0.00
Edw C Levy Co.	Trucking and Materials	\$21,576.17	\$21,576.17	\$0.00	0.0%	\$0.00
Ferguson Waterworks	Storm Sewer	\$8,822.33	\$8,822.33	\$0.00	0.0%	\$0.00
High Grade Materials	Storm Sewer	\$3,589.44	\$3,589.44	\$0.00	0.0%	\$0.00
MacAllister CAT	Culverts	\$4,629.02	\$4,629.02	\$0.00	0.0%	\$0.00
Natural Environmental	Landscaping	\$96,555.83	\$96,555.83	\$0.00	0.0%	\$0.00
Stoneco	Trucking and Materials	\$27,479.90	\$27,479.90	\$0.00	0.0%	\$0.00
Yanke Construction	Retaining Walls and Pavers	\$126,314.87	\$126,314.87	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video	Audio Video Taping	\$3,125.00	\$3,125.00	\$0.00	0.0%	\$0.00
Martin J Concrete	Concrete Curbs and Walks	\$44,583.33	\$44,583.33	\$0.00	0.0%	\$0.00
PK Contracting	Pavement Markings	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
Surveying Solutions	Surveying	\$2,200.00	\$2,200.00	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$204,371.42	\$204,371.42	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$894,884.05</u>	Work Completed to Date: <u> \$1,306,204.71</u>
Plus: Extras to Contract: <u> \$429,291.62</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$1,324,175.67</u>	Less: Amount Previously Paid: <u> \$1,272,324.59</u>
Less: Credits to Contract: <u> \$17,970.96</u>	Less: Amount of this Request: <u> \$32,655.12</u>
Total: Adjusted Contract: <u> \$1,306,204.71</u>	Total Balance Due: <u> \$1,225.00</u>

FULL UNCONDITIONAL WAIVER

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

Lee Begole Headwall

Job # 21876

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

By: CHOP(PROCARE Tree Service LLC'

C. Garner

(signature of lien claimant)

Christy Garner controller

(printed name of lien claimant)

Signed on: 10/20/22

1505 Steele Avenue SW
Grand Rapids, MI 49507

Phone: (616) 583-9821
Fax: (616) 583-9824

Please fax or email executed waiver to:
Fonson Company, Inc.
Fax: 810-231-5404
ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

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TCC# 2020-072
Inv# 2021002 4/15/2021

By: Timmer Construction Company

Nannette Edgil

Digitally signed by Nannette Edgil
DN: cn=Nannette Edgil, o=Timmer Construction Company, c=US, United States, email=Nannette.Edgil@timmerconstruction.com
Reason: I am approving this document.
Location:
Date: 2022.10.21 09:54:04.00

(signature of lien claimant)

Nannette Edgil, Bookkeeper

(printed name of lien claimant)

Signed on: _____

30670 W. Eight Mile Road
Farmington Hills, MI 48336

Phone: (248) 478-9400

Fax: (248) 478-5890

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

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Job # 21876

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By: Poco, Inc.*

 VICE PRES

(signature of lien claimant)

Murray Rowelson Jr

(printed name of lien claimant)

Signed on: 10/20/22

4850 S. Sheldon
Canton, MI 48188

Phone: (734) 397-1677

Fax: (734) 397-5903

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

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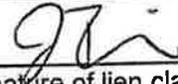
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Lee Begole Headwall

Job # 21876

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By: Action Traffic Maintenance*


(signature of lien claimant)

Jeffrey Irvin - CFO
(printed name of lien claimant)

Signed on: 10/21/2022

5182 S Saginaw Rd

~~Flint~~ MI 48507

Grand Blanc

Phone: (810) 695-7516

Fax: (810) 695-7567

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

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Job # 21876

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By: Meyer Material Company, LLC


(signature of lien claimant)

Melanie Gauthier Credit Analyst
(printed name of lien claimant)

Signed on: 1/10/23

28098 Network Place
Chicago, IL 60673-1280

Phone: (269) 321-3800

Fax: (269) 321-3838

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

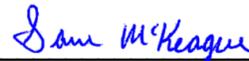
My/our contract with Fonson Company, Inc. to provide labor and/or materials for the improvement to the property described as

Lee Begole Headwall

Job # 21876

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By: Core & Main LP



(signature of lien claimant)

Samantha McKeague Credit Associate

(printed name of lien claimant)

Signed on: January 6, 2023

PO Box 28330

St Louis, MO 63146

Phone: (952) 893-9130

Fax: (952) 937-9045

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

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Job # 21876

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By: Edw C Levy Co

Sharecee Posey - Asst. Credit Manager
(signature of lien claimant)

Sharecee Posey - Asst. Credit Manager
(printed name of lien claimant)

Signed on: 01/05/2023

26268 Network Place
CHICAGO, IL 60673-1262

Phone: (313) 573-1511

Fax: (313) 849-9441

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

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Job # 21876

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By: Ferguson Waterworks #3386

Digitally signed by: Nikki Wolf
is signature of (print name)
DN: CN = Nikki Wolf email = nikki.wolf@ferguson.com C = US O = Ferguson Waterworks OU = Market Credit Manager
Date: 2023.01.05 15:45:54 -06'00'

Signed on: Nikki Wolf
(printed name)
PO Box 802817
Chicago, IL 60680-2817

Phone: (517) 322-0300

Fax: (517) 322-4037

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

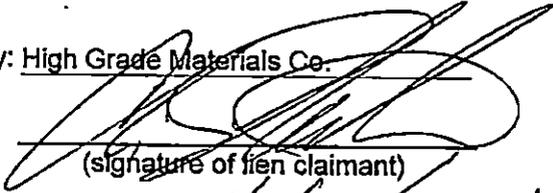
My/our contract with Fonson Company, Inc. to provide labor and/or materials
for the improvement to the property described as

Lee Begole Headwall

Job # 21876

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such property are hereby waived and released.

By: High Grade Materials Co.


(signature of lien claimant)

Chris Sebesten - Genl Mgr
(printed name of lien claimant)

Signed on: 1/5/2023

9266 Snows Lake Rd
Greenville, MI 48838

Phone: (616) 754-5545

Fax: (616) 754-5546

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

My/our contract with Fonson Company, Inc. to provide labor and/or materials
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Lee Begole Headwall

Job # 21876

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By: MacAllister CAT

Scott Davidson
(signature of lien claimant)

Scott Davidson Credit Team Lead
(printed name of lien claimant)

Signed on: 1/5/2023

Dept. 78731

Detroit, MI 48278-0731

Phone: (248) 714-8300

Fax:

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

My/our contract with Fonson Company, Inc. to provide labor and/or materials
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Lee Begole Headwall

Job # 21876

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such property are hereby waived and released.

By: Natural Environmental Reclamation C

MSH, Vice President
(signature of lien claimant)

Mark Shottis
(printed name of lien claimant)

Signed on: 12/16/22

P.O. Box 70

Hanover, MI 49241-0070

Phone: (517) 563-2898

Fax: (517) 563-2899

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

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

Lee Begole Headwall

Job # 21876

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

By: Stoneco of Michigan


(signature of lien claimant)

Kim Waueford Collections
(printed name of lien claimant)

Signed on: 1/9/2023

P.O. Box 74008284

Chicago, IL 60674-8284

Phone: (734) 241-8966

Fax: (734) 241-3636

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

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

Lee Begole Headwall

Job # 21876

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By: Yanke Construction, Inc.*

Darren Yanke President
(signature of lien claimant)

Darren K. Yanke
(printed name of lien claimant)

Signed on: 10-17-2022

41621 Hampshire Street
Novi, MI 48375-4791

Phone: (248) 380-6983

Fax:

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

21057

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

Lee Begole Headwall

Job # 21876

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*

Cynthia Hurley Digitally signed by Cynthia Hurley
Date: 2022.10.24 15:07:52 -04'00'

(signature of lien claimant)

Cynthia Hurley, Officer

(printed name of lien claimant)

Signed on: 10/24/22

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

Oct. 18. 2022 2:27PM

No. 7180 P. 5
21-31

FULL UNCONDITIONAL WAIVER

Bal 6620.58

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

Lee Begole Headwall

Job # 21676

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

By: Martin J. Concrete, Inc.*

Josh Juarez, Proj. Mgr.
(signature of lien claimant)

Josh Juarez, PM
(printed name of lien claimant)

Signed on: 10/18/2022

241 West Randall Street
Coopersville, MI 49404

Phone: (616) 997-6388
Fax: (616) 997-6117

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com

FULL UNCONDITIONAL WAIVER

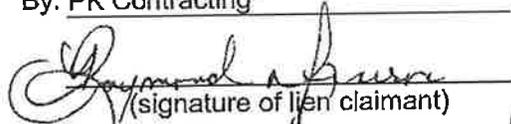
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By: PK Contracting*


(signature of lien claimant)

RAYMOND FYSON - AGENT
(printed name of lien claimant)

Signed on: 10/21/22

1965 Barrett Drive
Troy, MI 48084

Phone: (248) 362-2130

Fax: (248) 362-4969

Please fax or email executed waiver to:
Fonson Company, Inc.
Fax: 810-231-5404
ap@fonsoninc.com

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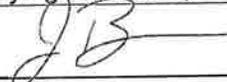
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Job # 21876

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By: Surveying Solutions, Inc.*


(signature of lien claimant)

Jeffrey D. Bartlett, P.S., Principal
(printed name of lien claimant)

Signed on: 10/24/2022

4471 M-61
Standish, MI 48658

Phone: (989) 846-6601
Fax: (989) 846-6607

Please fax or email executed waiver to:
Fonson Company, Inc.
Fax: 810-231-5404
ap@fonsoninc.com