



CITY of NOVI CITY COUNCIL

Agenda Item C
January 25, 2016

SUBJECT: Approval of the final payment to Fonson Company, Inc. for the Town Center Reconstruction-Contract 2 (11 Mile to Crescent) project in the amount of \$6,920.00, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

BTC RJA

CITY MANAGER APPROVAL:

[Signature]

EXPENDITURE REQUIRED	\$ 6,920
AMOUNT BUDGETED	\$ 43,639
LINE ITEM NUMBER	202-202.00-865.675

BACKGROUND INFORMATION:

This project involved the reconstruction of Town Center Drive from Eleven Mile to Crescent Boulevard. Improvements to the sidewalks, ramps and other minor improvements were also completed as part of this project. This portion of the road was scheduled to be completed in 2014 under a previous project awarded to Pavex Corporation, but they were unable to complete the work in a satisfactory manner or within the construction season time frame. Therefore, we formalized a change order removing the incomplete portions of the project from Contract 1 in the deductive amount of \$664,895. The incomplete work was awarded to Fonson Company, Inc. as Contract 2 at the February 23, 2015 City Council meeting in the amount of \$630,245.22.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$6,920.00 that is due the contractor (Final Pay Estimate No. 4, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's January 13, 2016 letter, attached).

There were four (4) approved change orders issued for this project resulting in a net decrease of \$922.98 to the construction contract, or 0.15% under the awarded amount. The approved change orders resulted in a final contract price of \$629,322.24.

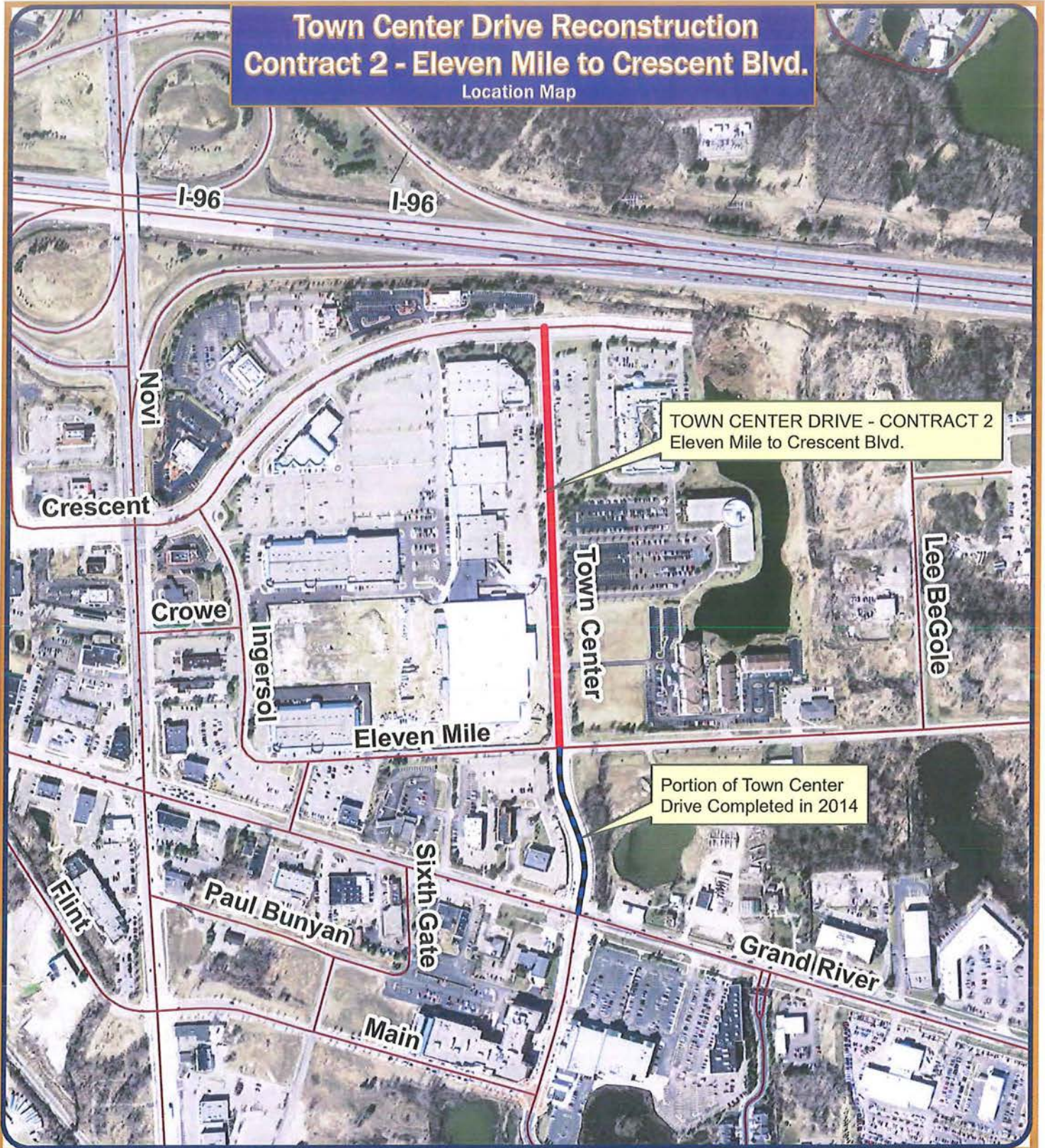
RECOMMENDED ACTION: Approval of the final payment to Fonson Company, Inc. for the Town Center Reconstruction-Contract 2 (11 Mile to Crescent) project in the amount of \$6,920.00, plus interest earned on retainage.

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

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

Town Center Drive Reconstruction Contract 2 - Eleven Mile to Crescent Blvd.

Location Map



Map Author: Croy
Date: 2/13/15
Project: Town Center Drive Contract 2
Version #: v1.0

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 432 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 500 feet



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

TOWN CENTER DRIVE RECONSTRUCTION (11 MILE TO CRESCENT BOULEVARD)



Town Center Drive – At Eleven Mile looking north



Town Center Drive – At Crescent Boulevard looking south



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 13, 2016

Aaron Staup, Engineering Coordinator
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: *Town Center Drive Reconstruction, Contract 2 – Fonson Company, Inc.
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for Town Center Drive Reconstruction, Contract 2:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien

It should be noted that the "Partial Waiver" provided by S & P Maintenance has been confirmed to be a "Full Unconditional Waiver." The original Maintenance Bond appears to be adequate to cover the final contract price. Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Contractor must provide its final Waiver of Lien at the time the check for final payment is released.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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



Elizabeth Kudla Saarela

Aaron Staup, Construction Engineering Coordinator
January 13, 2016
Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
John Becht, Spalding DeDecker (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due This Payment = \$ 6,920.00

PURCHASE ORDER NO.

94454

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Town Center Dr. Recon Contract 2 **NOVI PROJECT NO.:** 15-2301 **PAYMENT NO.:** FINAL

OWNER: City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

ENGINEER: Spalding DeDecker & Associates
905 South Boulevard East
Rochester, Michigan 48037
(248) 844-5400

CONTRACTOR: Fonson Company, Inc.
7644 Whitmore Lake Road
Brighton, Michigan 48116
(810) 231-5188

CONTRACT AMOUNT **FINAL COMPLETION DATES** **DATES OF ESTIMATE**

ORIGINAL: \$630,245.22 **ORIGINAL:** June 19, 2015 **FROM:** August 1, 2015

REVISED: \$629,322.24 **ACTUAL:** **TO:** October 31, 2015

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	GL# 202-202.00-865.669		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	Constr. Inspection "Crew Day"	CD	40.00	\$ 640.00	\$ 25,600.00	43.00	\$ 640.00	\$ 27,520.00				45.75	\$ 29,280.00	106%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 32,000.00	\$ 32,000.00	1.00	\$ 32,000.00	\$ 32,000.00				1.00	\$ 32,000.00	100%
2	Pre-Construction Video Review	LS	1.00	\$ 1,545.00	\$ 1,545.00	1.00	\$ 1,545.00	\$ 1,545.00				1.00	\$ 1,545.00	100%
3	Soil Erosion & Sedimentation	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00				1.00	\$ 5,000.00	100%
4	Maintaining Traffic	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	\$ 9,000.00				1.00	\$ 9,000.00	100%
5	Remove Sidewalk	SF	4055.00	\$ 1.00	\$ 4,055.00	3235.00	\$ 1.00	\$ 3,235.00				3235.00	\$ 3,235.00	100%
6	Pavement, Remove	SY	8246.00	\$ 6.90	\$ 56,897.40	7508.37	\$ 6.90	\$ 51,807.75				7508.37	\$ 51,807.75	100%
7	Conc. Curb & Gutter, Remove	LF	91.00	\$ 7.50	\$ 682.50	20.50	\$ 7.50	\$ 153.75				20.50	\$ 153.75	100%
8	Excavation, Earth	CY	2176.00	\$ 16.25	\$ 35,360.00	1913.30	\$ 16.25	\$ 31,091.13				1913.30	\$ 31,091.13	100%
9	Subgrade Undercut (As Needed)	CY	650.00	\$ 40.00	\$ 26,000.00	680.30	\$ 40.00	\$ 27,212.00				680.30	\$ 27,212.00	100%
10	Aggregate Base, 6-inch	SY	676.00	\$ 7.00	\$ 4,732.00	210.20	\$ 7.00	\$ 1,471.40				210.20	\$ 1,471.40	100%
11	Aggregate Base, 12-inch	SY	8668.00	\$ 10.75	\$ 93,181.00	7653.30	\$ 10.75	\$ 82,272.97				7653.30	\$ 82,272.97	100%
12	Geogrid	SY	8668.00	\$ 5.25	\$ 45,507.00	7653.30	\$ 5.25	\$ 40,179.83				7653.30	\$ 40,179.83	100%
13	Underdrain, 6-inch w/Geowrap	LF	3265.00	\$ 9.70	\$ 31,670.50	3210.00	\$ 9.70	\$ 31,137.00				3210.00	\$ 31,137.00	100%
14	Driveway, Nonreinf Conc, 8-inch	SY	81.00	\$ 45.00	\$ 3,645.00	125.70	\$ 45.00	\$ 5,656.50				125.70	\$ 5,656.50	100%
15	Driveway Opening, Conc, Det M	LF	425.00	\$ 18.00	\$ 7,650.00	432.00	\$ 18.00	\$ 7,776.00				432.00	\$ 7,776.00	100%
16	Curb & Gutter, Conc, Det F4, Mod.	LF	2805.00	\$ 15.00	\$ 42,075.00	2549.50	\$ 15.00	\$ 38,242.50				2549.50	\$ 38,242.50	100%
17	HMA, 3C	TON	1250.00	\$ 71.55	\$ 89,437.50	1248.75	\$ 71.55	\$ 89,348.06				1248.75	\$ 89,348.06	100%
18	HMA, 5E1	TON	840.00	\$ 72.75	\$ 61,110.00	786.97	\$ 72.75	\$ 57,252.07				786.97	\$ 57,252.07	100%
19	Interlayer	SY	7226.00	\$ 4.70	\$ 33,962.20	6575.00	\$ 4.70	\$ 30,902.50				6575.00	\$ 30,902.50	100%
20	Sidewalk, Conc, 4-inch	SF	1620.00	\$ 4.50	\$ 7,290.00	2602.00	\$ 4.50	\$ 11,709.00				2602.00	\$ 11,709.00	100%
21	ADA Ramp, Conc, 6-inch	SF	2220.00	\$ 5.00	\$ 11,100.00	1327.30	\$ 5.00	\$ 6,636.50				1327.30	\$ 6,636.50	100%
22	ADA Detectable Warning Plate	SF	50.00	\$ 25.00	\$ 1,250.00	67.00	\$ 25.00	\$ 1,675.00				67.00	\$ 1,675.00	100%
23	Str Rehab Type 1: Point Up	EA	1.00	\$ 175.00	\$ 175.00	5.00	\$ 175.00	\$ 875.00				5.00	\$ 875.00	100%
24	Str Rehab Type 2: Cover Adjust	EA	1.00	\$ 400.00	\$ 400.00	1.00	\$ 400.00	\$ 400.00				1.00	\$ 400.00	100%

TOTAL THIS SHEET

\$ 603,725.10

\$ 566,578.95

\$ -

\$ 566,578.95

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Town Center Dr. Recon Contract 2

NOVI PROJECT NO.: 15-2301

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	%
38	C.O. 1, Additional Traffic Control	L.S.	0	0	1.00	\$ 1,250.00	\$ 1,250.00				1.00	\$ 1,250.00	100%
39	C.O. 2, Base Repair	LS	0	0	1.00	\$ 35,404.56	\$ 35,404.56				1.00	\$ 35,404.56	100%
40	C.O. 3, Pavement Marking, Bike Symbol	EA	0	0	5.00	\$ 90.00	\$ 450.00				5.00	\$ 450.00	100%
41	C.O. 3, Pavement Marking, Bike Arrow	EA	0	0	5.00	\$ 80.00	\$ 400.00				5.00	\$ 400.00	100%
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 37,504.56		\$ -			\$ 37,504.56	
TOTAL FROM OTHER SHEETS					\$ 630,245.22		\$ 591,817.68		\$ -			\$ 591,817.68	
GRAND TOTAL					\$ 630,245.22		\$ 629,322.24		\$ -			\$ 629,322.24	100%



CITY OF NOVI

PURCHASE ORDER NO.

94454

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Town Center Dr. Recon Contract 2 NOVI PROJECT NO.: 15-2301 PAYMENT NO.: FINAL

Original Contract Amount: \$ 630,245.22

Change Orders: \$ (922.98)

Adjusted Contract Amount to Date: \$ 629,322.24

Total Cost of Work Performed to Date: \$ 629,322.24

MINUS Retainage: 0% \$ -

MINUS Inspection "Crew Days": To Date 45.75 \$ 1,760.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 627,562.24

MINUS L.D.'s: # of days over = \$ -

\$ amount/day = \$600 \$ -

Subtotal: \$ 627,562.24

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 627,562.24

MINUS Amount of Previous Payments: \$ 620,642.24

- 1 \$ 283,013.56
- 2 \$ 248,982.43
- 3 \$ 88,646.25
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7 \$ -
- 8 \$ -
- 9 \$ -
- 10 \$ -

BALANCE DUE THIS PAYMENT: \$ 6,920.00

CHANGE ORDERS

No.	Date	Amount
1	May 6, 2015	\$ 1,250.00
2	June 25, 2015	\$ 35,404.56
3	July 9, 2015	\$ (37,064.60)
	May 5, 2015	\$ (512.94)
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
TOTAL:		\$ (922.98)

Inspection "Crew Days" Allowed per Contract:	40.00
Additional "Crew Days" per Change Orders:	3.00
Total Inspection "Crew Days" Allowed:	43.00
Inspection "Crew Days" Used to Date:	45.75
Inspection "Crew Days" Remaining:	-2.75



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: Town Center Dr. Recon Contract 2

NOVI PROJECT NO.: 15-2301

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.

Fonson Company, Inc.
Contractor Company
[Signature]
Contractor Authorized Signature
By: Steve Staley
Print Name

Date: 12/11/15

CITY OF NOVI
[Signature]
By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 12/16/15

Spalding DeDecker & Associates
Consultant Firm
[Signature]
Consultant Authorized Signature
By: [Signature]
Print Name

Date: 12/15/2015

[Signature]
By: Brian Coburn, PE., Engineering Senior Manager

Dated: 12/16/15

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.

**CONSENT TO FINAL PAYMENT
BY OHIO FARMERS INSURANCE COMPANY**

OHIO FARMERS INSURANCE COMPANY BOND NO. 3190576

TO OWNER:

OWNER'S PROJECT NO.: _____

City of Novi

26300 Lee BeGole Dr.

Novi, MI 48375

DATE OF CONTRACT:

PROJECT:

(Insert name, address and description of Project)

Town Center Drive Reconstruction Contract 2

Novi, MI

According to the provisions of the Contract between the Owner and the Contractor as indicated above, Ohio Farmers Insurance Company, P. O. Box 5001, One Park Circle, Westfield Center, Ohio 44251-5001, as Surety on bond of contractor,
(Insert name and address of Contractor)

Fonson Company, Inc.

7644 Whitmore Lake Road

Brighton, MI 48116

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Ohio Farmers Insurance Company of any of its obligations to the owner,
(Insert name and address of Owner)

City of Novi

26300 Lee BeGole Dr.

Novi, MI 48375

as stated in said Surety's bond.

Dated: July 28, 2015

Ohio Farmers Insurance Company

By: _____

Heather M. Johnson, Attorney in Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THE SAME POWER # AND ISSUED PRIOR TO 08/08/11, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 214002 01

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 DAN G. HINES, TERRI L. MANAOGAN, HEATHER M. JOHNSON, 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.

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 to be 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 Senior Executive and their corporate seals to be hereto affixed this 08th day of AUGUST A.D., 2011.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.
By: Richard L. Kinnaird, Jr., National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 08th day of AUGUST A.D., 2011, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is 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



William J. Kahelin
William J. Kahelin, 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 28th day of July A.D., 2015



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

Town Center Dr
(Description of Improvement)

located at: City of Novi

The total amount of the contract is \$627,562.24 of which I have received payment of \$620,642.25 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.

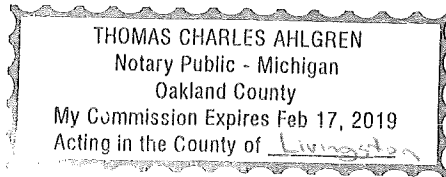
Signed this 11th day of December, 2015

Name: Steve Staley
(individual/corporation/partnership)

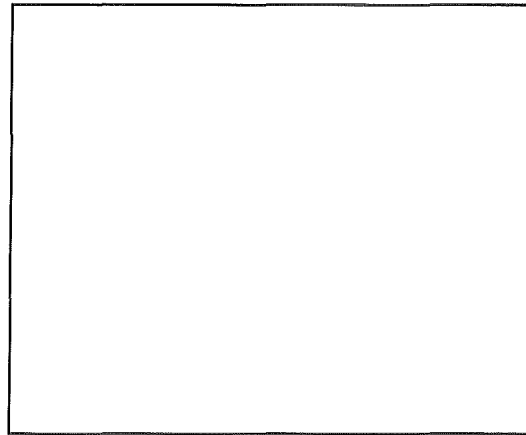
By: [Signature] Project Manager Attest: [Signature]
(Title) (Title)

Subscribed and sworn to before me this 11th day of December, 2015

Notary Public: [Signature]



NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor or Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Cadillac Asphalt ✓	Subcontractor	\$183,502.63	\$183,502.63	\$0.00	0.0%	\$0.00
GM & Sons Inc ✓	Subcontractor	\$71,695.50	\$71,695.50	\$0.00	0.0%	\$0.00
PK Contracting ✓	Subcontractor	\$9,349.33	\$9,349.33	\$0.00	0.0%	\$0.00
Spartan Barricading	Subcontractor	\$5,808.42	\$5,808.42	\$0.00	0.0%	\$0.00
CSI Geoturf ✓	Supplier	\$33,670.10	\$33,670.10	\$0.00	0.0%	\$0.00
Novi Crushed Concrete LLC ✓	Supplier	\$41,926.08	\$41,926.08	\$0.00	0.0%	\$0.00
S&P Maintenance	Supplier	\$927.55	\$927.55	\$0.00	0.0%	\$0.00
					0.0%	\$0.00
					0.0%	\$0.00
					0.0%	\$0.00
TOTALS		\$346,879.61	\$346,879.61	\$0.00	0	\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$630,245.22</u>	Work Completed to Date: <u> \$629,322.24</u>
Plus: Extras to Contract: <u> -\$922.98</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$629,322.24</u>	Less: Amount Previously Paid: <u> \$620,642.25</u>
Less: Credits to Contract: <u> \$1,760.00</u>	Less: Amount of this Request: <u> \$6,919.99</u>
Total: Adjusted Contract: <u> \$627,562.24</u>	Total Balance Due: <u> \$0.00</u>

TRANSACTION REPORT

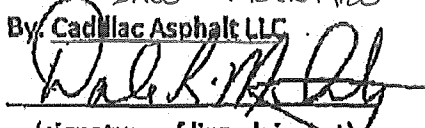
OCT/05/2015/MON 12:38 PM

FAX (TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE	FILE
001	OCT/05	12:37PM	18102315404	0:00:21	1	MEMORY OK	SG3 4668

FULL UNCONDITIONAL WAIVER

My/our contract with Fonson Company, Inc. to provide labor and/or materials
 for the improvement to the property described as Town Center Drive City of Novi
Job # 15732
 having been fully paid and satisfied, all my/our construction lien rights against
 such property are hereby waived and released.

DALE McINTYRE
 By: Cadillac Asphalt LLC

 (signature of lien claimant)

Signed on 9-30-15
 (date)

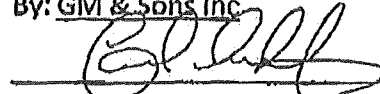
Address: 2575 S. Haggerty Rd.
Canton MI 48188
 Telephone: 734-485-1717
 Fax: 734-485-3228

Please fax or mail back to:
 Fonson Company, Inc.
 7644 Whitmore Lake Road
 Brighton, MI 48116
 Fax: 810-231-5404

FULL UNCONDITIONAL WAIVER

My/our contract with Fonson Company, Inc. to provide labor and/or materials
for the improvement to the property described as Town Center Drive City of Novi
Job # 15732
having been fully paid and satisfied, all my/our construction lien rights against
such property are hereby waived and released.

By: GM & Sons Inc.



(signature of lien claimant)

Karl Schweitzer, Manager

Signed on 10/16/15
(date)

Address: 6784 Whitmore Lake Rd
Whitmore Lk MI 48189

Telephone: 734-929-1259

Fax: 734-929-1265

Please fax or mail back to:
Fonson Company, Inc.
7644 Whitmore Lake Road
Brighton, MI 48116
Fax: 810-231-5404

151129

FULL UNCONDITIONAL WAIVER

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

Town Center Drive City of Novi

Job # 15732

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

By: PK Contracting*


(signature of lien claimant)

Signed on: 10/19/15
KRISTEW McDONALD
1965 Barrett Drive AGENT
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
bbaran@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

Town Center Drive City of Novi

Job # 15732

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

By: KEVIN MCNEALY
By: Spartan Barricading and TCI*

V.P.
OWNER

Kevin McNealy
(signature of lien claimant)

Signed on: 11-4-15

1560 Cedar St
HOLT, MI 48842

Phone: (517) 694-1500
Fax: (517) 699-3058

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404 ✓

bbaran@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

Town Center Drive City of Novi

Job # 15732

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

By: CSI Geoturf



(signature of lien claimant)

Signed on: 9/18/15

Tom Pabisas
P.O. Box 668
Highland, MI 48357

CONTROLLER

Phone: (248) 887-6767

Fax: (248) 887-0855

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

bbaran@fonsoninc.com

FULL UNCONDITIONAL WAIVER

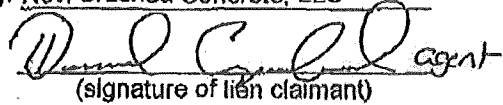
My/our contract with Fonson Company, Inc. to provide labor and/or materials for the improvement to the property described as

Town Center Drive City of Novi

Job # 15732

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

DANIEL COPELAND
By: Novi Crushed Concrete, LLC


(signature of lien claimant)

Signed on: 9-21-15

46900 W. 12 Mile Road
Novi, MI 48377

Phone: (248) 305-6020

Fax: (248) 305-6023

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

bbaran@fonsoninc.com

PARTIAL UNCONDITIONAL WAIVER

My/our contract with Fonson Company, Inc to provide labor and/or materials

for the improvement to the property described as Town Center Drive City of Novi

Job # 15732

and hereby waive my/our construction lien to the amount of: 927.55

for labor and/or materials provided through: 6/2/2015

This waiver, together with all previous waivers, if any, (circle one) does / does not cover all amounts due to me/us for contract improvements provided through the date shown above.

By: PATRICK O'NEAL - OWNER
S & P Maintenance

Patrick O'Neal
(signature of lien claimant)

Signed on: 12-11-15

11361 Norborne
Redford, MI 48239

Phone: 313-242-2028

Fax:

I SPOKE WITH PATRICK O'NEAL ON JANUARY 12, 2016 AND CONFIRMED THEY THIS WAIVER REPRESENTS A "FINAL" WAIVER. THEY HAVE BEEN PAID COMPLETELY FOR THE WORK THEY DID ON THIS PROJECT.
John Beatty

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: (810) 231-5404

ap@fonsoninc.com