



CITY of NOVI CITY COUNCIL

Agenda Item H
March 26, 2018

SUBJECT: Approval of the final payment to Fonson Company, Inc., for the Meadowbrook Road and Pathway Settlement project in the amount of \$14,070.13, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 14,070.13
AMOUNT BUDGETED	\$ 634,847
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	202-202.00-865.173

BACKGROUND INFORMATION:

There was a portion of Meadowbrook Road between Twelve Mile and Thirteen Mile Roads (just south of Burroughs Avenue, along the MSU Tollgate Farms property) that had noticeable pavement deflection due to underlying soils (see attached location map). This project implemented the recommendations of the geotechnical report, which included the removal of the existing roadway and pathway asphalt pavement as well as reconstructing the entire sub-base section with new aggregate and heavy-duty synthetic geo-cell interlayer. The attached pictures show a before, during, and after progression of the project. The construction contract was awarded for this project at the August 14, 2017 City Council meeting to Fonson Company, Inc., in the amount of \$171,206.40.

Engineering staff worked with the engineering consultant for this project, AECOM, to review and verify the final contract payment amount of \$14,070.13 that is due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, March 5, 2018). There was one (1) approved change order issued for this project resulting in a decrease of \$30,603.77 to the construction contract, or 17.9% under the awarded amount. The approved change order resulted in a final contract price of \$140,602.63.

RECOMMENDED ACTION: Approval of the final payment to Fonson Company, Inc., for the Meadowbrook Road and Pathway Settlement project in the amount of \$14,070.13, plus interest earned on retainage.

Meadowbrook Road Reconstruction

Location Map



Project Area

Meadowbrook Rd

Map Author: J. Mathies
Date: 5/24/17

Amended By: _____
Date: _____
Department: _____

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

 Roadway Reconstruction



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

Feet
0 40 80 160 240
1 Inch = 208 feet



Meadowbrook Road/Path Settlement Project



Before Construction



During Construction



After Construction



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@jrslaw.com

www.jrslaw.com

March 5, 2018

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

Re: Meadowbrook Road and Path Repair – Fonson Company, Inc. -- Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Meadowbrook Road and Path Repair:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond previously submitted with the Contract is sufficient to cover the final project cost. The General Contractor has provided its Full Unconditional Waiver of Lien prior to final payment.

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

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
George Melistas, Engineering Senior Manager
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 14,070.13

PURCHASE ORDER NO.
95267

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Road & Path Repair	NOVI PROJECT NO.: 17-2301	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: AECOM - Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: Fonson Company, Inc. 7644 Whitmore Lake Road Brighton, Michigan 48116 (810) 231-5188
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$171,206.40	ORIGINAL: November 1, 2017	FROM: October 13, 2017
REVISED: \$140,602.63	REVISED: October 16, 2017	TO: December 6, 2017
ACTUAL:		

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	MEADOWBROOK ROAD & PATH SETTLEMENT GL# 202-202.00-865.173			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		25.00	\$ 640.00	\$ 16,000.00	25.00	\$ 640.00	\$ 16,000.00				14.00	\$ 8,960.00	56%
1	Mobilization (10%)	LS		1.00	\$ 17,500.00	\$ 17,500.00	1.00	\$ 17,500.00	\$ 17,500.00				1.00	\$ 17,500.00	100%
2	Pre-Construction Audio/Visual	LS		1.00	\$ 785.00	\$ 785.00	1.00	\$ 785.00	\$ 785.00				1.00	\$ 785.00	100%
3	Remove HMA Surface	SY		764.00	\$ 7.90	\$ 6,035.60	832.02	\$ 7.90	\$ 6,572.96				832.02	\$ 6,572.96	100%
4	Curb and Gutter, Remove	LF		400.00	\$ 7.85	\$ 3,140.00	175.00	\$ 7.85	\$ 1,373.75				175.00	\$ 1,373.75	100%
5	Sidewalk, Remove	SY		8.00	\$ 37.00	\$ 296.00	0.00	\$ 37.00	\$ -				0.00	\$ -	
6	Roadway Grading	STA		2.00	\$ 6,770.00	\$ 13,540.00	1.75	\$ 6,770.00	\$ 11,847.50				1.75	\$ 11,847.50	100%
7	Subgrade Undercutting, Type II	CY		100.00	\$ 25.00	\$ 2,500.00	0.00	\$ 25.00	\$ -				0.00	\$ -	
8	Silt Fence	LF		400.00	\$ 3.75	\$ 1,500.00	270.00	\$ 3.75	\$ 1,012.50				270.00	\$ 1,012.50	100%
9	Curb and Gutter Inlet Filter	EA		2.00	\$ 110.00	\$ 220.00	3.00	\$ 110.00	\$ 330.00				3.00	\$ 330.00	100%
10	Tensar TX5 Geogrid	SY		658.00	\$ 5.75	\$ 3,783.50	462.80	\$ 5.75	\$ 2,661.10				462.80	\$ 2,661.10	100%
11	Geosynthetic Paving Fabric	SY		538.00	\$ 11.00	\$ 5,918.00	453.33	\$ 11.00	\$ 4,986.63				453.33	\$ 4,986.63	100%
12	6A Stone, 12-inch, for Stabilization	SY		538.00	\$ 26.80	\$ 14,418.40	0.00	\$ 26.80	\$ -				0.00	\$ -	
13	Agg Base, 21AA Limestone, 6-inch	SY		184.00	\$ 18.80	\$ 3,459.20	378.67	\$ 18.80	\$ 7,119.00				378.67	\$ 7,119.00	100%
14	Agg Base, 21AA Limestone, 10"	SY		692.00	\$ 17.10	\$ 11,833.20	500.58	\$ 17.10	\$ 8,559.92				500.58	\$ 8,559.92	100%
15	Dr Structure Cover, Type B	EA		1.00	\$ 580.00	\$ 580.00	0.00	\$ 580.00	\$ -				0.00	\$ -	
16	Dr Structure Cover, Adj, Case 1	EA		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	\$ 1,250.00				1.00	\$ 1,250.00	100%
17	DPW Structure Cover, Adj, Case 1	EA		1.00	\$ 1,250.00	\$ 1,250.00	0.00	\$ 1,250.00	\$ -				0.00	\$ -	
18	Point Up Drainage Structure	EA		1.00	\$ 195.00	\$ 195.00	0.00	\$ 195.00	\$ -				0.00	\$ -	
19	Reconstruct Drainage Structure	VF		1.00	\$ 475.00	\$ 475.00	0.00	\$ 475.00	\$ -				0.00	\$ -	
20	Underdrain, Subgrade, O-G, 6-inch	LF		400.00	\$ 19.60	\$ 7,840.00	391.00	\$ 19.60	\$ 7,663.60				391.00	\$ 7,663.60	100%
21	HMA, 5E10	TON		92.00	\$ 134.00	\$ 12,328.00	116.56	\$ 134.00	\$ 15,619.04				116.56	\$ 15,619.04	100%
22	HMA, 3E10	TON		137.00	\$ 134.00	\$ 18,358.00	0.00	\$ 134.00	\$ -				0.00	\$ -	
23	HMA Approach	TON		14.00	\$ 134.00	\$ 1,876.00	0.00	\$ 134.00	\$ -				0.00	\$ -	
24	Curb and Gutter, Conc, Det G4	LF		400.00	\$ 24.00	\$ 9,600.00	175.00	\$ 24.00	\$ 4,200.00				175.00	\$ 4,200.00	100%

TOTAL THIS SHEET

\$ 138,680.90

\$ 91,480.99

\$ -

\$ 91,480.99

100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Road & Path Repair

NOVI PROJECT NO.: 17-2301

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	%
51	Pathway Grading	STA	0	GL# 202-202.00-865.173	2.50	\$ 4,400.00	\$ 11,000.00				2.50	\$ 11,000.00	100%
52	HMA, 3C	TON	0	GL# 202-202.00-865.173	149.82	\$ 128.70	\$ 19,281.83				149.82	\$ 19,281.83	100%
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	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ 30,281.83	\$ -			\$ 30,281.83		
TOTAL FROM OTHER SHEETS					\$ 171,206.40		\$ 110,320.79	\$ -			\$ 110,320.79		
GRAND TOTAL					\$ 171,206.40		\$ 140,602.63	\$ -			\$ 140,602.63	100%	



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: Meadowbrook Road & Path Repair NOVI PROJECT NO.: 17-2301 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.

Brendan Fons
Digitally signed by Brendan Fons
DN: cn=Brendan Fons, o=Fonson Company, Inc., ou=Project Manager, email=bfons@fonsoninc.com, c=US
Date: 2018.02.26 15:00:18 -05'00'

Fonson Company, Inc.
CONTRACTOR - Electronic Signature Certification

Mark Koskinen
Digitally signed by Mark Koskinen
Date: 2018.02.26 15:15:01 -05'00'


AECOM - Great Lakes
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI


Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering Division, email=astaup@cityofnovi.org, c=US
Date: 2018.02.26 15:31:40 -05'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification


Digitally signed by George Melistas
DN: cn=George Melistas, o=City of Novi, ou=Engineering Division, email=gmelistas@cityofnovi.org, c=US
Date: 2018.02.26 15:36:13 -05'00'

George D. Melistas, Engineering Senior Manager
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.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: Meadowbrook Road Reconstruction
(name, address)

Bond No. 8052114

TO (Owner)

City of Novi
45175 Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Road Reconstruction

CONTRACT DATE:

CONTRACTOR: Fonson Company, Inc.

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

Westfield Insurance Company
One Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

, SURETY COMPANY

on bond of (here 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 Company of any of its obligations to (here insert name and address of Owner)

City of Novi
45175 Ten Mile Road
Novi, MI 48375

, OWNER,

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

IN WITNESS,
the Surety Company has hereunto set its hand this 11 day of December, 2017

Attest:
(Seal): 

Westfield Insurance Company
Surety Company

Signature of Authorized Representative

Lisa M. Wilmot, Attorney-in-Fact
Title

General
Power
of Attorney

POWER NO. 2140082 02

**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
TERRI L. MAHAKIAN, MICHAEL M. HYLANT, JUDY K. WILSON, DEBORAH A. NEFF, CHALENE M. HADDON, LISA M. WILMOT, JOEL E. SPECKMAN, SUSAN E. HURD, VICKI S. DUNCAN, KRISTIE A. PUDVAN, MONICA M. MILLS, 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 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 **02nd** day of **JUNE** A.D., 2017

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **02nd** day of **JUNE** A.D., 2017, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; 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



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 **11th** day of

December A.D., 2017



Frank A. Carrino Secretary
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

Meadowbrook Road Reconstruction
(Description of Improvement)

located at: City of Novi

The total amount of the contract is \$147,642.63 of which I have received payment of \$133,572.50 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 February, 20 18

Name: Fanson Company, Inc.
(individual/corporation/partnership)

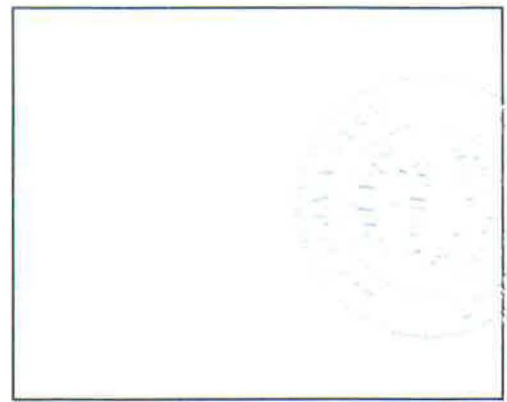
By: [Signature] (Title) Project Mgr Attest: [Signature] (Title)

Subscribed and sworn to before me this 15th day of February, 20 18

Notary Public: [Signature]

BARBARA A BARAN
Notary Public - Michigan
Livingston County
My Commission Expires Mar 24, 2022
Acting In the County of Livingston

NOTARY SEAL



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
✓ Allied Construction	HMA Paving	\$45,269.50	\$45,269.50	\$0.00	0.0%	\$0.00
✓ American Pavement Sawing, LLC	Sawcutting	\$621.50	\$621.50	\$0.00	0.0%	\$0.00
✓ Core & Main LP	Material Supplier	\$1,010.58	\$1,010.58	\$0.00	0.0%	\$0.00
✓ CSI Geoturf	Material Supplier	\$2,632.15	\$2,632.15	\$0.00	0.0%	\$0.00
✓ Edw C Levy Co	Material Supplier	\$765.31	\$765.31	\$0.00	0.0%	\$0.00
✓ Finishing Touch Photo & Video	Preconstruction Video	\$785.00	\$785.00	\$0.00	0.0%	\$0.00
✓ GM & Sons, Inc.	Concrete Curb & Walks	\$4,200.00	\$4,200.00	\$0.00	0.0%	\$0.00
✓ MacAllister CAT	Equipment Rental	\$700.66	\$700.66	\$0.00	0.0%	\$0.00
✓ PK Contracting, Inc.	Pavement Markings	\$3,812.50	\$3,812.50	\$0.00	0.0%	\$0.00
✓ Spartan Barricading & Traffic Control, Inc.	Traffic Control Barricades	\$7,168.98	\$7,168.98	\$0.00	0.0%	\$0.00
✓ Stoneco of Michigan	Material Supplier	\$3,160.40	\$3,160.40	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
TOTALS		\$70,126.58	\$70,126.58	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$171,206.40</u>	Work Completed to Date: <u> \$147,642.63</u>
Plus: Extras to Contract: <u> -\$23,563.77</u>	Less: Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$147,642.63</u>	Less: Amount Previously Paid: <u> \$133,572.50</u>
Less: Credits to Contract: <u> \$0.00</u>	Less: Amount of this Request: <u> \$14,070.13</u>
Total: Adjusted Contract: <u> \$147,642.63</u>	Total Balance Due: <u> \$0.00</u>



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with City of Novi to provide
(Prime Contracting Party)

Labor & Materials for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(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: 2/15/18

Brendan Fons
(Signature of Lien Claimant)

Brendan Fons
(Printed Name of Lien Claimant)

Project Manager
(Title of Lien Claimant)

Company Name: Fonson Company, Inc.

Address: 7644 Whitmore Lake Rd., Brighton, MI, 48116

Telephone: 810-231-5188

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



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson, Inc. to provide
(Prime Contracting Party)

HMA Paving for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(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.

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Signed on: 1/18/18

Dawn Murphy Shell
(Signature of Lien Claimant)

Dawn Murphy Shell
(Printed Name of Lien Claimant)

Accounts Receivable
(Title of Lien Claimant)

Company Name: Allied Construction, Inc.

Address: 9633 Northwest Court, Novi, MI 48347

Telephone: (248) 625-9581

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

_____ for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(Project Name)

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Signed on: 1-26-18

[Signature]
(Signature of Lien Claimant)

John Seaman
(Printed Name of Lien Claimant)

OWNER
(Title of Lien Claimant)

Company Name: AMERICAN PAVEMENT & SURFING, LLC

Address: 32840 MANOR PARK GARDEN CITY

Telephone: (517) 304-7401

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

_____ for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(Project Name)

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Signed on: 1-24-18 _____
Kathy Anderson
(Signature of Lien Claimant)

_____ KATHY ANDERSON _____
(Printed Name of Lien Claimant)

_____ Credit Manager _____
(Title of Lien Claimant)

Company Name: Con and Main / FKA ND Supply Waterwork

Address: P.O. Box 28330 St Louis MO 63146

Telephone: 800.893.9150 x 201

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

_____ for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(Project Name)

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Signed on: 1/23/18


(Signature of Lien Claimant)

TOM ROBINSON
(Printed Name of Lien Claimant)

GAM
(Title of Lien Claimant)

Company Name: CSI GEOTURF

Address: PO BOX 6068, HIGHLAND, MI 48357

Telephone: 248-887-6767

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

_____ for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(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.

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Signed on: 2/5/18

Karen L. Tarter
(Signature of Lien Claimant)

KAREN L. TARTER
(Printed Name of Lien Claimant)

Asst. Credit Mgr.
(Title of Lien Claimant)

Company Name: EDW C LEVY

Address: 9300 DIX - DEARBORN, MI 48120

Telephone: 313.429.2282

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FULL UNCONDITIONAL WAIVER OF LIEN

RECEIVED

My/our contract with FONSON COMPANY to provide
(Prime Contracting Party)

A/V SURVEY for the improvement of the property
(Type of service)

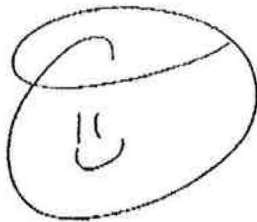
described as MEADOWBROOK RD. RECONSTRUCTION
(Project Name)

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: 1/17/18

[Signature]
(Signature of Lien Claimant)



B. HURLEY
(Printed Name of Lien Claimant)

OFFICER
(Title of Lien Claimant)

Company Name: FINISHING TOUCH

Address: PHOTO & VIDEO

25095 25 MILE RD.

CHESTERFIELD, MI 48051

Telephone: (588) 749-3340

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

_____ for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(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.

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Signed on: 01/23/18


(Signature of Lien Claimant)

Karl Schweitzer
(Printed Name of Lien Claimant)

Manager
(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

Address: 6784 Whitmore Lake Road, Whitmore Lake, MI 48189

Telephone: 734-929-1259

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

_____ for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(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: 1-23-18

Richard W. Stagenewski
(Signature of Lien Claimant)

Richard W. Stagenewski
(Printed Name of Lien Claimant)

Credit Mgr
(Title of Lien Claimant)

Company Name: _____

MacAulister / CAT

Address: 24800 Novi Rd Novi MI 48375

Telephone: (877) 659-4480

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

Pavement Markings for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(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: 1/23/2018

Nicole Gray
(Signature of Lien Claimant)

Nicole Gray, Agent

(Printed Name of Lien Claimant)

Agent

(Title of Lien Claimant)

Company Name: P.K. Contracting

Address: 1965 Barrett Troy MI 48064

Telephone: 248-362-2130

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

Traffic Control Equipment for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(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: 2-7-18 Kenneth McNeely
(Signature of Lien Claimant)
Kenneth McNeely
(Printed Name of Lien Claimant)
President
(Title of Lien Claimant)

Company Name: Spartan Barricade & Traffic Control
Address: 781 Hull Rd. Mason, MI 48854
Telephone: 577-244-1500

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FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

_____ for the improvement of the property
(Type of service)

described as Meadowbrook Road Reconstruction
(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.

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Signed on: 1/23/18

Hailey Buhl
(Signature of Lien Claimant)

Hailey Buhl
(Printed Name of Lien Claimant)

ARL Credit
(Title of Lien Claimant)

Company Name: Stoneco of Michigan

Address: 2070 S. Zeeb Road, Ann Arbor, MI 48103

Telephone: 734-796-6755

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