



CITY of NOVI CITY COUNCIL

Agenda Item F
August 25, 2014

SUBJECT: Approval of the final payment to Fonson, Inc. for the Novi Road Pathway Project (Nine Mile Road to Ten Mile Road) and 2013 ADA Compliance Program in the amount of \$17,620.49.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *ASJ*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$17,620.49
AMOUNT BUDGETED	\$19,000 Novi Road Pathway \$70,356 ADA Compliance Program \$89,356 TOTAL
LINE ITEM NUMBER	204-204.00-974.431 Novi Road Pathway 204-204.00-805.003 ADA Compliance Program

BACKGROUND INFORMATION:

This project included the construction of approximately 1,800 feet of 6-foot wide concrete pathway to fill three gaps along the west side of Novi Road between Nine Mile Road and Ten Mile Road, identified as Segment 92 in the *Pathway and Sidewalk Prioritization Analysis and Process* report. A location map has been included for reference. Obtaining four permanent easements and four temporary easements was required to facilitate the construction and maintenance of this pathway.

This project also included the second construction season for the Americans with Disabilities Act (ADA) Compliance Implementation Program as recommended by the *ADA Compliance Transition Plan* adopted in March 2011 and funded in the 2012-13 fiscal year CIP. This year's ADA Compliance project targeted sidewalks along Novi Road adjacent to the pathway project. A location map of these facilities is also attached.

The construction contract was awarded for this project at the August 26, 2013 City Council meeting to Fonson, Inc. in the amount of \$179,186.87. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$17,620.49 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's August 7, 2014 letter, attached).

There were two (2) change orders issued for this project. Change Order No. 1 involved adjusting quantities to add storm sewer piping along Novi Road and decrease actual placed quantities from what was estimated, in the decreased amount of \$1,708.99. Change Order No. 2 simply balanced all remaining contract items, in the decreased amount of \$704.00. The approved change orders resulted in a final contract price of \$176,773.88.

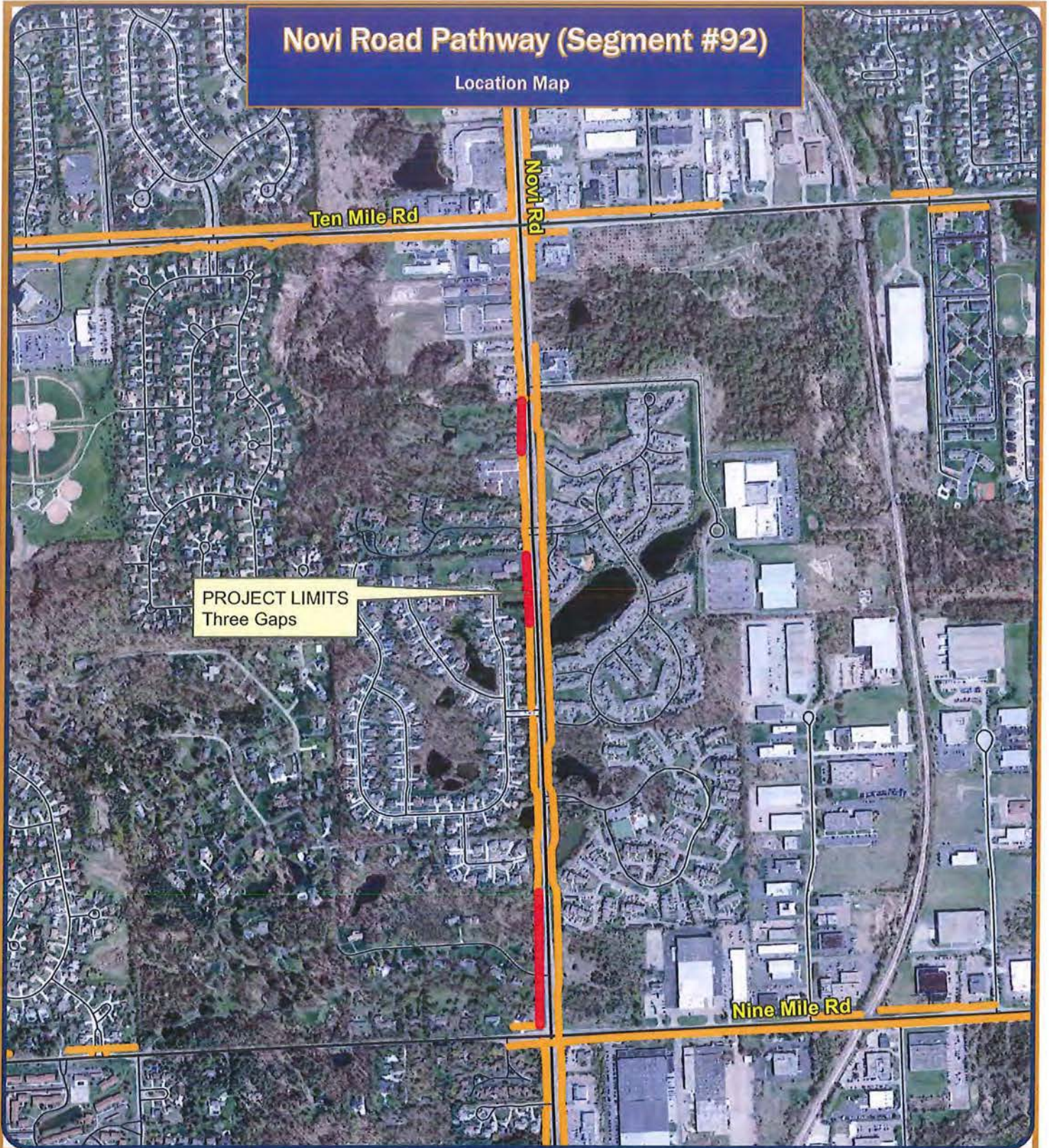
RECOMMENDED ACTION: Approval of the final payment to Fonson, Inc. for the Novi Road Pathway Project (Nine Mile Road to Ten Mile Road) and 2013 ADA Compliance Program in the amount of \$17,620.49.

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

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

Novi Road Pathway (Segment #92)

Location Map



Map Author: Croy
Date: 8/2/13
Project: Novi Pathway
Version #: v2.0



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

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

-  Novi Road Pathway (3 Gaps)
-  Existing Pathway



2012 ADA Improvements - Novi Rd



Map Author: Croy
 Date: 9/25/12
 Project: 2012 ADA - Novi Road
 Version #: v1.0



MAP INTERPRETATION NOTICE

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1 inch = 344 feet



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



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.johnsonrosati.com

August 7, 2014

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

**RE: Novi Road Pathway Nine Mile to Ten Mile and 2013 ADA Compliance Program
Fonson, Inc.**

Dear Mr. Staup:

We have received and reviewed the following closing documents for the Novi Road Pathway Nine Mile to Ten Mile and 2013 ADA Compliance Program:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

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


Elizabeth Kudla Saarela

EKS
Enclosures

Aaron Staup, Construction Engineering Coordinator
August 7, 2014
Page 2

C: Maryanne Cornelius, Clerk (w/Enclosures)
Victor Cardenas, Interim City Manager (w/Enclosures)
Rob Hayes, DPS Director (w/Enclosures)
Carl Johnson, Finance Director (w/Enclosures)
Jessica Dorey, Deputy Finance Director (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
Ted Meadows, Spalding DeDecker (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 Novi Road Pathway/ADA **NOVI PROJECT NO.:** 13-5001 **PAYMENT NO.:** FINAL

OWNER: City of Novi
 45175 W. Ten Mile Road
 Novi, Michigan 48375 **ENGINEER:** Spalding DeDecker & Associates, Inc.
 905 South Boulevard East
 Rochester Hills, Michigan 48307
 (248) 844-5400 **CONTRACTOR:** Fonson, Inc.
 7644 Whitmore Lake Road
 Brighton, Michigan 48116
 (810) 231-5188

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

ORIGINAL: \$179,186.87 **ORIGINAL:** May 1, 2014 **FROM:** November 8, 2013

REVISED: \$176,773.88 **REVISED:** May 1, 2014 **TO:** May 1, 2014

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	NOVI ROAD PATHWAY G.I.# 204-204.00-974.431			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		18.00	\$ 640.00	\$ 11,520.00	19.50	\$ 640.00	\$ 12,480.00				21.00	\$ 13,440.00	108%
1	Bonds, Insur. & Mobilization (5%)	LS		1.00	\$ 8,200.00	\$ 8,200.00	1.00	\$ 8,200.00	\$ 8,200.00				1.00	\$ 8,200.00	100%
2	Pre-Construction Audio-Visual	LS		1.00	\$ 1,745.00	\$ 1,745.00	1.00	\$ 1,745.00	\$ 1,745.00				1.00	\$ 1,745.00	100%
3	Soil Erosion and Sedimentation	LS		1.00	\$ 5,440.00	\$ 5,440.00	1.00	\$ 5,440.00	\$ 5,440.00				1.00	\$ 5,440.00	100%
4	Tree Protection Fencing	LF		1560.00	\$ 3.50	\$ 5,460.00	1322.00	\$ 3.50	\$ 4,627.00				1322.00	\$ 4,627.00	100%
5	Temp. Traffic Control Devices	LS		1.00	\$ 10,880.00	\$ 10,880.00	1.00	\$ 10,880.00	\$ 10,880.00				1.00	\$ 10,880.00	100%
6	Clearing and Grubbing	STA		16.10	\$ 315.00	\$ 5,071.50	16.10	\$ 315.00	\$ 5,071.50				16.10	\$ 5,071.50	100%
7	Remove Tree (8"-18")	EA		3.00	\$ 230.00	\$ 690.00	4.00	\$ 230.00	\$ 920.00				4.00	\$ 920.00	100%
8	Remove Concrete Curb and Gutter	LF		124.00	\$ 7.90	\$ 979.60	124.00	\$ 7.90	\$ 979.60				124.00	\$ 979.60	100%
9	Remove Concrete Sidewalk	SF		185.00	\$ 2.75	\$ 508.75	201.00	\$ 2.75	\$ 552.75				201.00	\$ 552.75	100%
10	Remove Asphalt Pavement	SF		285.00	\$ 1.60	\$ 456.00	285.00	\$ 1.60	\$ 456.00				285.00	\$ 456.00	100%
11	Adjust Structure, Complete	EA		2.00	\$ 400.00	\$ 800.00	2.00	\$ 400.00	\$ 800.00				2.00	\$ 800.00	100%
12	Adjust Structure, Greater than 6"	VF		1.00	\$ 600.00	\$ 600.00	2.00	\$ 600.00	\$ 1,200.00				2.00	\$ 1,200.00	100%
13	Pathway Grading	STA		16.10	\$ 1,175.00	\$ 18,917.50	16.10	\$ 1,175.00	\$ 18,917.50				16.10	\$ 18,917.50	100%
14	Undercut Excavation (as needed)	CY		145.00	\$ 74.00	\$ 10,730.00	0.00	\$ 74.00	\$ -				0.00	\$ -	
15	Embankment (CIP)	CY		150.00	\$ 20.75	\$ 3,112.50	150.00	\$ 20.75	\$ 3,112.50				150.00	\$ 3,112.50	100%
16	6" 21AA Limestone Agg. (CIP)	SY		1220.00	\$ 12.25	\$ 14,945.00	1345.00	\$ 12.25	\$ 16,476.25				1345.00	\$ 16,476.25	100%
17	Concrete Curb and Gutter	LF		99.00	\$ 24.00	\$ 2,376.00	100.00	\$ 24.00	\$ 2,400.00				100.00	\$ 2,400.00	100%
18	4" Concrete Sidewalk	SF		9150.00	\$ 2.65	\$ 24,247.50	9208.00	\$ 2.65	\$ 24,401.20				9208.00	\$ 24,401.20	100%
19	6" Concrete Sidewalk	SF		163.00	\$ 3.05	\$ 497.15	163.00	\$ 3.05	\$ 497.15				163.00	\$ 497.15	100%
20	ADA Ramp - 6" Concrete	SF		138.00	\$ 3.05	\$ 420.90	138.00	\$ 3.05	\$ 420.90				138.00	\$ 420.90	100%
21	Rip-Rap Spillway	SY		4.00	\$ 130.00	\$ 520.00	6.00	\$ 130.00	\$ 780.00				6.00	\$ 780.00	100%
22	Gravel Drive, 4-inch	SY		185.00	\$ 7.75	\$ 1,433.75	185.00	\$ 7.75	\$ 1,433.75				185.00	\$ 1,433.75	100%
23	ADA Detectable Warning Plate	SF		32.00	\$ 33.00	\$ 1,056.00	42.00	\$ 33.00	\$ 1,386.00				42.00	\$ 1,386.00	100%
24	Wood Back-Board on Existing	LF		290.00	\$ 14.00	\$ 4,060.00	277.00	\$ 14.00	\$ 3,878.00				277.00	\$ 3,878.00	100%

TOTAL THIS SHEET \$ 123,147.15 \$ 114,575.10 \$ - \$ 114,575.10 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 Novi Road Pathway/ADA

NOVI PROJECT NO.: 13-5001

PAYMENT NO.:

FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Wooden Boardwalk, Complete	SF	272.00	\$ 44.00	\$ 11,968.00	272.00	\$ 44.00	\$ 11,968.00				272.00	\$ 11,968.00	100%
26	Boardwalk Post - Add. Depth	VF	50.00	\$ 25.00	\$ 1,250.00	44.00	\$ 25.00	\$ 1,100.00				44.00	\$ 1,100.00	100%
27	8' Alum. Boardwalk Trans. Plate	EA	2.00	\$ 150.00	\$ 300.00	2.00	\$ 150.00	\$ 300.00				2.00	\$ 300.00	100%
28	Composite Ped. Railing (3-rail)	LF	99.00	\$ 32.00	\$ 3,168.00	77.00	\$ 32.00	\$ 2,464.00	77.00	\$ 2,464.00	100%	77.00	\$ 2,464.00	100%
29	Concrete Spillway - Modified	SY	3.00	\$ 200.00	\$ 600.00	5.50	\$ 200.00	\$ 1,100.00				5.50	\$ 1,100.00	100%
30	Mulch Blanket	SY	1000.00	\$ 1.80	\$ 1,800.00	400.00	\$ 1.80	\$ 720.00				400.00	\$ 720.00	100%
31	Taxus x media 'Densiformis'	EA	5.00	\$ 175.00	\$ 875.00	5.00	\$ 175.00	\$ 875.00				5.00	\$ 875.00	100%
32	Viburnum carlesii	EA	3.00	\$ 175.00	\$ 525.00	3.00	\$ 175.00	\$ 525.00				3.00	\$ 525.00	100%
33	Thuja occidentalis 'Rheingold'	EA	3.00	\$ 175.00	\$ 525.00	3.00	\$ 175.00	\$ 525.00				3.00	\$ 525.00	100%
34	Berberis thun. 'Crimson Pygmy'	EA	6.00	\$ 175.00	\$ 1,050.00	6.00	\$ 175.00	\$ 1,050.00				6.00	\$ 1,050.00	100%
35	Restoration	LS	1.00	\$ 13,000.00	\$ 13,000.00	1.00	\$ 13,000.00	\$ 13,000.00	0.50	\$ 6,500.00	50%	1.00	\$ 13,000.00	100%
2013 ADA COMPLIANCE PROGRAM (G.L.# 204-204.00-805.003)														
36	Bonds, Insurance and Mob. (5%)	LS	1.00	\$ 1,150.00	\$ 1,150.00	1.00	\$ 1,150.00	\$ 1,150.00				1.00	\$ 1,150.00	100%
37	Pre-Construction Audio/Visual	LS	1.00	\$ 985.00	\$ 985.00	1.00	\$ 985.00	\$ 985.00				1.00	\$ 985.00	100%
38	Soil Erosion and Sedimentation	LS	1.00	\$ 785.50	\$ 785.50	1.00	\$ 785.50	\$ 785.50				1.00	\$ 785.50	100%
39	Temp. Traffic Control Devices	LS	1.00	\$ 400.00	\$ 400.00	1.00	\$ 400.00	\$ 400.00				1.00	\$ 400.00	100%
40	Remove Concrete Curb/Gutter	LF	136.00	\$ 8.95	\$ 1,217.20	137.00	\$ 8.95	\$ 1,226.15				137.00	\$ 1,226.15	100%
41	Remove Concrete Sidewalk	SF	835.00	\$ 0.78	\$ 651.30	1145.00	\$ 0.78	\$ 893.10				1145.00	\$ 893.10	100%
42	Remove Concrete Pavement	SY	18.00	\$ 15.74	\$ 283.32	53.00	\$ 15.74	\$ 834.22				53.00	\$ 834.22	100%
43	Adjust Structure, Complete	EA	2.00	\$ 390.00	\$ 780.00	2.00	\$ 390.00	\$ 780.00				2.00	\$ 780.00	100%
44	Relocate Sprinkler Head w/Pipe	EA	1.00	\$ 97.00	\$ 97.00	1.00	\$ 97.00	\$ 97.00				1.00	\$ 97.00	100%
45	Undercut Excavation (as needed)	CY	4.00	\$ 180.00	\$ 720.00	0.00	\$ 180.00					0.00		
46	6" 21AA Limestone Agg. Base	SY	135.00	\$ 17.20	\$ 2,322.00	147.00	\$ 17.20	\$ 2,528.40				147.00	\$ 2,528.40	100%
47	Concrete Curb and Gutter	LF	136.00	\$ 24.00	\$ 3,264.00	136.00	\$ 24.00	\$ 3,264.00				136.00	\$ 3,264.00	100%
48	4" Concrete Sidewalk	SF	555.00	\$ 2.85	\$ 1,581.75	792.00	\$ 2.85	\$ 2,257.20				792.00	\$ 2,257.20	100%
49	ADA Ramp - 6" Concrete	SF	371.00	\$ 3.15	\$ 1,168.65	371.00	\$ 3.15	\$ 1,168.65				371.00	\$ 1,168.65	100%
50	Concrete Pavement	SY	18.00	\$ 58.50	\$ 1,053.00	53.00	\$ 58.50	\$ 3,100.50				53.00	\$ 3,100.50	100%
51	ADA Detectable Warning Plate	SF	120.00	\$ 33.00	\$ 3,960.00	120.00	\$ 33.00	\$ 3,960.00				120.00	\$ 3,960.00	100%
52	Restoration	LS	1.00	\$ 560.00	\$ 560.00	1.00	\$ 560.00	\$ 560.00	0.50	\$ 280.00	50%	1.00	\$ 560.00	100%

TOTAL FROM THIS SHEET

\$ 56,039.72

\$ 57,616.72

\$ 9,244.00

\$ 57,616.72

TOTAL FROM OTHER SHEET

\$ 123,147.15

\$ 114,575.10

\$ -

\$ 114,575.10

SUBTOTAL

\$ 179,186.87

\$ 172,191.82

\$ 9,244.00

\$ 172,191.82

100%



CITY OF NOVI

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 Novi Road Pathway/ADA NOVI PROJECT NO.: 13-5001 PAYMENT NO.: FINAL

Original Contract Amount: \$ 179,186.87

Change Orders: \$ (2,412.99)

Adjusted Contract Amount to Date: \$ 176,773.88

Total Cost of Work Performed to Date: \$ 176,773.88

MINUS Retainage:		0%	\$	-
MINUS Inspection "Crew Days":	To Date	21.00	\$	960.00
	This Pay	0.00		

Net Amt. Earned of Contract and Extra Work to Date: \$ 175,813.88

MINUS L.D.'s:	# of days over =		\$	-
	\$ amount/day =	\$600		

Subtotal: \$ 175,813.88

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

Subtotal: \$ 175,813.88

MINUS Amount of Previous Payments: \$ 158,193.39

- 1 \$ 158,193.39
- 2 \$ -
- 3 \$ -
- 4 \$ -
- 5 \$ -
- 6 \$ -
- 7
- 8
- 9
- 10

BALANCE DUE THIS PAYMENT: \$ 17,620.49

CHANGE ORDERS

<u>No.</u>	<u>Date</u>	<u>Amount</u>
1	November 12, 2013	\$ (1,708.99)
2	May 1, 2014	\$ (704.00)

TOTAL: \$ (2,412.99)

Inspection "Crew Days" Allowed per Contract:	18.00
Additional "Crew Days" per Change Orders:	1.50
Total Inspection "Crew Days" Allowed:	19.50
Inspection "Crew Days" Used to Date:	21.00
Inspection "Crew Days" Remaining:	-1.50



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2013 Novi Road Pathway/ADA

NOVI PROJECT NO.: 13-5001

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

By Aaron J. Staup, Construction Engineering Coordinator

Dated

8/11/14

Fonson, Inc.

Contractor Company

Contractor Authorized Signature

By

Ben Spada
Print Name

Date

8/5/14

By

Brian Coburn, PE., Engineering Manager

Dated

8/11/14

Spalding DeDecker & Associates, Inc.

Consultant Firm

Consultant Authorized Signature

By

Ted Meadows
Print Name

Date

8/5/14

CONSENT TO FINAL PAYMENT
BY OHIO FARMERS INSURANCE COMPANY

OHIO FARMERS INSURANCE COMPANY BOND NO. 6093070

TO OWNER:

OWNER'S PROJECT NO.: _____

City of Novi

Novi, Michigan

DATE OF CONTRACT:

PROJECT:

(Insert name, address and description of Project)

Novi Road Pathway, 9 Mile to 10 Mile

and 2013 ADA Compliance Program

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, 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

Novi, Michigan

as stated in said Surety's bond.

Dated: February 14, 2014

Ohio Farmers Insurance Company

By: Heather M. Johnson

Heather M. Johnson, Attorney in Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/09/11, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2140082 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. MAHAKIAN, 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 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 Senior Executive and their corporate seals to be hereto affixed this 09th 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 09th 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 14th day of February A.D., 2014



Frank A. Carrino
Frank A. Carrino, Secretary

SWORN STATEMENT BY CONTRACTOR

PROJECT NAME: Novi Road Pathway, 9 Mile to 10 Mile and 2013 ADA Compliance Program
 PROJECT NUMBER: 13697

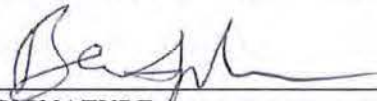
STATE OF MICHIGAN
 COUNTY OF Livingston

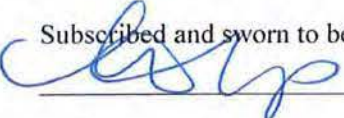
Ben Spada being duly sworn, deposes and says that he is authorized to represent and act for Fonson Inc., the Contractor names in the foregoing invoice, having a Contract with the City of Novi located in the City of Novi, County of Oakland, and State of Michigan; that the following are the names of all subcontractors furnishing or which have furnished materials and labor for said Contractor in connection with said Contract, and that the amounts due or to become due to every subcontractor, for labor, methods, services, materials, equipment, transportation, or other facilities performed or furnished as of the date of the invoice attached hereto, are fully and correctly set forth opposite their respective names, to-wit:

SUPPLIER OR SUBCONTRACTOR	AMOUNT OF CONTRACT	AMOUNT PAID	CURRENT AMOUNT DUE	BALANCE DUE TO COMPLETE
Fonson Inc.	\$ 101,163.67	\$ 83,543.18	\$ 17,620.49	\$ -
All labor, fringes, payroll taxes and other payroll obligations paid in full thru 6/30/14			\$ -	\$ -
Aggregate Industries	\$ 2,293.88	\$ 2,293.88	\$ -	\$ -
Construction Video	\$ 2,245.00	\$ 2,245.00	\$ -	\$ -
Crimboli Nursery	\$ 2,550.00	\$ 2,550.00	\$ -	\$ -
Hanes/Geo	\$ 3,441.08	\$ 3,441.08	\$ -	\$ -
GAZ Contracting, Inc.	\$ 846.25	\$ 846.25	\$ -	\$ -
J. Ranck Electric, Inc.	\$ 1,750.00	\$ 1,750.00	\$ -	\$ -
Koal-T Construction	\$ 43,955.60	\$ 43,955.60	\$ -	\$ -
State Barricades	\$ 1,722.40	\$ 1,722.40	\$ -	\$ -
Thomas Bridge Construction	\$ 15,846.00	\$ 15,846.00	\$ -	\$ -
Totals	\$ 175,813.88	\$ 158,193.39	\$ 17,620.49	\$ -

And deponent further says that said Contractor has not procured material from, or subcontracted with, any person, firm, or corporation other than those above mentioned and owes no monies for labor, methods, services, materials, equipment, transportation, or other facilities performed or furnished in connection with said Contract other than the sums above set forth.

And deponent further says that he is employed in the capacity of Project Manager by said Contractor and is duly authorized by said Contractor to sign this affidavit.


 SIGNATURE

Subscribed and sworn to before me this 25th day of June, 2014
 Notary Public in and for the County of Washtenaw

My Commission expires: 6/4/17
 SWNSTMT

FULL UNCONDITIONAL WAIVER

DEC 16 2013

My/our contract with Fonson Inc.
(other contracting party)

to provide Material

for the improvement to the property described as Fonson Job No. 13697
Novi Road Pathway
Novi, Michigan
Oakland County

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

Aggregate Industries

Carolyn Phelps CAROLYN PHELPS
(signature of lien claimant) CREDIT MANAGER

Signed on 12-11-13
(date)

Address Dept CH 16434
Palatine, Illinois 60055-6434
Telephone 269 321-3855

DO NOT SIGN BLANK OR INCOMPLETE FORMS.
RETAIN A COPY

FULL UNCONDITIONAL WAIVER

Our contract with FONSON, INC. to furnish LABOR AND
materials to ^{NOVI}ROAD Project No. 13697 has been fully paid and satisfied
^{PATHWAY}with respect to our rights under the Payment / Lien Bond covering said Project and all of
our rights to pursue payment under the Payment/Lien Bond No. _____ issued
by _____ as principal and _____ as surety,
together with any rights, demands, or causes of action we may have against
_____ or _____, are hereby fully waived and
released and the "Notice of Lien Claim" (if any) dated _____, and any
amendment(s) thereto, is hereby rescinded.

CRIMBOLI NURSERY
by: [Signature]
Its: ADAM SULEK
GENERAL MANAGER

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this
9TH day of December, 2013.

[Signature]
Notary Public
WASHTENAW County, Michigan
My commission expires: 6/1/17
Acting In LIVINGSTON County

FULL UNCONDITIONAL WAIVER

11/ 2014
JAN 02 10:00 AM
RE

My/our contract with Fonson Inc.
(other contracting party)

to provide Material

for the improvement to the property described as Fonson Job No. 13697
Novi Road Pathway
Novi, Michigan
Oakland County

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

Hanes Geo Components

(signature of lien claimant) KRIS CARSWELL
CONTROLLER

Signed on 12/12/13
(date)

Address 500 N. McLin Creek Road
Conover, NC 28613

Telephone 828 464 4673

DO NOT SIGN BLANK OR INCOMPLETE FORMS.
RETAIN A COPY

This waiver is specific only to the amount of goods shipped on the following Hanes Geo invoices:

Invoice	Date	Amount	Invoice	Date	Amount	Invoice	Date	Amount
64 225233	9/23/2013	\$ 1,485.48	64 230386	10/23/2013	\$ 1,715.61	64 232405	11/5/2013	\$ 111.94
64 232406	11/5/2013	72.08	64 232407	11/5/2013	\$ 55.97			

FULL UNCONDITIONAL WAIVER

DEC 16 2013
DEC 16

Our contract with FONSON, INC. to furnish LABOR AND
materials to ^{NOVI}ROAD Project No. 13697 has been fully paid and satisfied
^{PATHWAY}
with respect to our rights under the Payment / Lien Bond covering said Project and all of
our rights to pursue payment under the Payment/Lien Bond No. _____ issued
by _____ as principal and _____ as surety,
together with any rights, demands, or causes of action we may have against
_____ or _____, are hereby fully waived and
released and the "Notice of Lien Claim" (if any) dated _____, and any
amendment(s) thereto, is hereby rescinded.

GAZ CONTRACTING, INC.
Joseph A. Gazdeck
by JOSEPH A. GAZDECKI
its: PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this
16th day of December, 2013.

[Signature]
Notary Public
WRIGHTSON County, Michigan
My commission expires: 6/4/17
Acting In LIVINGSTON County

213138
Final

FORM
DEC 26
RES

FULL UNCONDITIONAL WAIVER

Our contract with FONSON, INC. to furnish LABOR AND
materials to ^{NOVI}ROAD Project No. 13697 has been fully paid and satisfied
^{PATHWAY}with respect to our rights under the Payment / Lien Bond covering said Project and all of
our rights to pursue payment under the Payment/Lien Bond No. _____ issued
by _____ as principal and _____ as surety,
together with any rights, demands, or causes of action we may have against
_____ or _____, are hereby fully waived and
released and the "Notice of Lien Claim" (if any) dated _____, and any
amendment(s) thereto, is hereby rescinded.

J. RANCK ELECTRIC, INC.
[Signature]
by: MATTHEW WARREN
its: CFO

STATE OF MICHIGAN)
COUNTY OF Sabell) SS

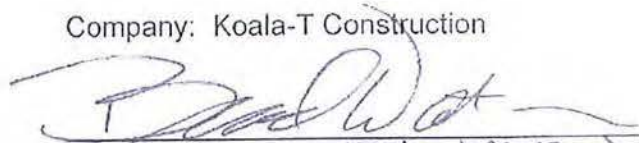
The signator is known to me and acknowledged the foregoing instrument this
10th day of December, 2013.

[Signature]
Notary Public
Sabell County, Michigan
My commission expires: 10/19/20
Acting In Sabell County

Full Unconditional Waiver

I/We have a contract with Fonson, Inc. to provide: **Concrete**
for the improvement to the property described as: **Novi Road Pathway Project**
having been fully paid and satisfied, all my/our construction lien rights against such
property are hereby waived and released.

Company: Koala-T Construction


(Signature of lien claimant) BRAD WATSON

V.P.
(Job Position)

Telephone: 248 322 2751

Address 424 FERRY

Signed on: (date) 5/20/14

PONTIAC, MI 48341

Do not sign blank or incomplete forms – retain a copy

FULL UNCONDITIONAL WAIVER

DEC 18 2013

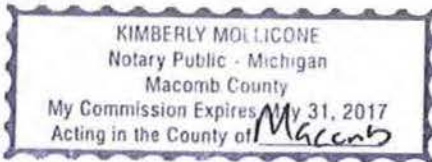
Our contract with FONSON, INC. to furnish LABOR AND
materials to Novi Project No. 13697 has been fully paid and satisfied
ROAD PATHWAY
with respect to our rights under the Payment / Lien Bond covering said Project and all of
our rights to pursue payment under the Payment/Lien Bond No. _____ issued
by _____ as principal and _____ as surety,
together with any rights, demands, or causes of action we may have against
_____ or _____, are hereby fully waived and
released and the "Notice of Lien Claim" (if any) dated _____, and any
amendment(s) thereto, is hereby rescinded.

STATE BARRICADES, INC.
Michelle Maggiano
by: Michelle Maggiano
its: Secretary

STATE OF MICHIGAN)
COUNTY OF Macomb) SS

The signator is known to me and acknowledged the foregoing instrument this
9 day of Dec, 2013.

[Signature]
Notary Public
Macomb County, Michigan
My commission expires: May 31 2017
Acting In Macomb County



FONS

DEC 17

REC

FULL UNCONDITIONAL WAIVER

Our contract with FONSON, INC. to furnish LABOR AND
 materials to NOVI ROAD Project No. 13697 has been fully paid and satisfied
~~with respect to our rights under the Payment / Lien Bond covering said Project and all of~~
~~our rights to pursue payment under the Payment/Lien Bond No. _____ issued~~
 by _____ as principal and _____ as surety,
 together with any rights, demands, or causes of action we may have against
 _____ or _____, are hereby fully waived and
 released and the "Notice of Lien Claim" (if any) dated _____, and any
 amendment(s) thereto, is hereby rescinded.

THOMAS BRIDGE CONSTRUCTION
 [Signature] per Thomas Bird Card -
 by: JOHN T. GRIFFITHS
 its: owner.

STATE OF MICHIGAN)
) SS
 COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this
16th day of December, 2013.

CHELSEA E HARVEY
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF OAKLAND
 My Commission Expires July 4, 2017
 Acting in the County of Oakland

[Signature]
 Notary Public
Oakland County, Michigan
 My commission expires: July 4, 2017
 Acting In Oakland County