



**CITY OF NOVI CITY COUNCIL
MARCH 8, 2021**

SUBJECT: Approval of the final payment to Fonson Company, Inc. for the Flint/Bond Street Construction (SW Ring Road) – Phase 1 project in the amount of \$45,704.79, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 45,704.79 Grand Total <i>Local Street Fund</i> \$ 11,161.00 Expenditure \$ 23,131.71 Retainage \$ 34,292.71 Subtotal <i>Drain Fund</i> \$ 800.00 Expenditure \$ 9,460.09 Retainage \$ 10,260.09 Subtotal <i>Water and Sewer Fund</i> \$ 0.00 Expenditure \$ 1,151.99 Retainage \$ 1,151.99 Subtotal
AMOUNT BUDGETED	\$ 178,212 Local Street Fund \$ 55,744 Drain Fund \$ 1,842 Water & Sewer Fund
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	203-203.00-865.261 Local Street Fund 210-211.00-865.129 Drain Fund 592-592.00-865.261 Water & Sewer Fund

BACKGROUND INFORMATION: The realignment and construction of Flint Street and Bond Street is part of the Capital Improvement Program (CIP) for FY 2019-20. Flint/Bond Street is the third of four road construction phases to complete the southwest quadrant of the ring road around the Grand River Avenue and Novi Road intersection. This contract excluded the extension of the road west of the Flint/Bond Street intersection due to not being able to successfully acquire the necessary right-of-way and easements to properly construct the road extension.

This portion of the future road extension will instead be incorporated as part of Phase 2, which will be extended to the west and then north to connect into the signalized intersection of Grand River Avenue, aligned with Crescent Boulevard (under a separate contract).

As part of the road construction project, the existing gravel road was replaced with asphalt and concrete curb and gutter. Bond Street, which is the east-west portion of the roadway, included two, 11-foot wide lanes and an 8-foot wide parking lane. An 8-foot wide concrete sidewalk along the south-side and a 10-foot wide asphalt pathway along the north-side of Bond Street were included as part of this project. Flint Street, which is the north-south portion of the roadway was reconstructed with two, 11-foot lanes of asphalt pavement and concrete curb and gutter and an 8-foot wide asphalt pathway on the east-side of the roadway. A future 6-foot wide concrete sidewalk extension will be required of the developer along the west-side of Flint Street when that current vacant parcel is developed.

Additionally, the Middle Branch River Rouge crossing at Flint/Bond Street was identified in the City's Stormwater Master Plan as an area requiring remediation and stabilization. Therefore, streambank stabilization occurred at four areas as part of the overall project along with two, large compensating cuts for additional floodplain capacity. Finally, a custom manufactured, concrete box culvert replaced the existing steel culvert that was in disrepair.

Also, included with this project was the addition of a water main and sanitary sewer extensions for future connections with *The Bond* development situated along the south-side of Bond Street on the old Fendt Concrete Plant property.

This construction contract was awarded at the June 17, 2019 City Council meeting to Fonson Company, Inc., in the amount of \$2,601,211.96. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$45,704.79 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, February 18, 2021).

There were eight (8) approved change orders issued resulting in an increase of \$102,251.09 or 3.93% over the awarded amount. The approved change orders resulted in a final contract price of \$2,703,463.05

RECOMMENDED ACTION: Approval of the final payment to Fonson Company, Inc. for the Flint/Bond Street Construction (SW Ring Road) – Phase 1 project in the amount of \$45,704.79, plus interest earned on retainage.

PROPOSED FLINT/BOND STREET - PHASE 1 LIMITS

Location Map

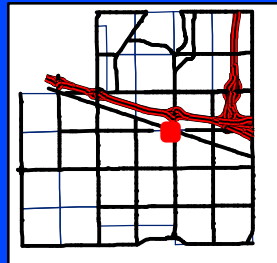


Map Author: Aaron Staup
 Date: May 22, 2019
 Project: Flint/Bond Street - Phase 1 Limits
 Version #: 1.3

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.



City of Novi

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



1 inch = 167 feet



Flint/Bond Before









Flint/Bond After





ELIZABETH KUDLA SAARELA
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 18, 2021

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

**Re: *Flint/Bond Street Construction
Fonson Company, Inc.
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Flint/Bond Street Construction Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien including General Contractor's Waiver
5. Maintenance Bond Rider

The closing documents appear to be in order. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Carl Johnson, Finance Director/Chief Financial Officer
Ben Croy, City Engineer
Mark Koskinen, AECOM
Thomas R. Schultz, Esquire



CITY OF NOVI

Balance Due This Payment = \$ 45,704.79

PURCHASE ORDER NO.

95923

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint/Bond Street Construction	NOVI PROJECT NO.: 19-2303	PAYMENT NO.: FINAL
	CIP NO.: 092-50 (Bond) 103-03 (Culvert)	
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: \$2,601,211.96	ORIGINAL: April 15, 2020	FROM: September 18, 2020
REVISED: \$2,703,463.05	REVISED:	TO: January 28, 2021
ACTUAL:	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - Flint/Bond Street (Roadway) GL# 203-203.00-865.261 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	%
0	Constr. Inspection "Crew Day"	CD	90.00	\$ 700.00	\$ 63,000.00	129.50	\$ 700.00	\$ 90,650.00				129.50	\$ 90,650.00	100%
1	Mobilization, Max 10%	LS	1.00	\$ 106,746.64	\$ 106,746.64	1.00	\$ 106,746.64	\$ 106,746.64				1.00	\$ 106,746.64	100%
2	Pre-Construction Audio/Visual	LS	0.85	\$ 970.00	\$ 824.50	0.85	\$ 970.00	\$ 824.50				0.85	\$ 824.50	100%
3	Maintaining Traffic	LS	0.85	\$ 36,000.00	\$ 30,600.00	0.85	\$ 36,000.00	\$ 30,600.00				0.85	\$ 30,600.00	100%
4	Stump Removal, Special	AC	1.66	\$ 11,000.00	\$ 18,260.00	1.66	\$ 11,000.00	\$ 18,260.00				1.66	\$ 18,260.00	100%
5	Masonry and Conc Structure, Remove	CY	10.00	\$ 100.00	\$ 1,000.00	0.00	\$ 100.00	\$ -				0.00		
6	HMA Surface, Remove	SY	3634.00	\$ 5.00	\$ 18,170.00	851.44	\$ 5.00	\$ 4,257.20				851.44	\$ 4,257.20	100%
7	Pavement, Remove	SY	586.00	\$ 10.00	\$ 5,860.00	967.05	\$ 10.00	\$ 9,670.50				967.05	\$ 9,670.50	100%
8	Sidewalk, Remove	SY	83.00	\$ 16.00	\$ 1,328.00	61.67	\$ 16.00	\$ 986.72				61.67	\$ 986.72	100%
9	Curb and Gutter, Remove	LF	574.00	\$ 11.00	\$ 6,314.00	580.00	\$ 11.00	\$ 6,380.00				580.00	\$ 6,380.00	100%
10	Guardrail, Remove	LF	117.00	\$ 29.34	\$ 3,432.78	117.00	\$ 29.34	\$ 3,432.78				117.00	\$ 3,432.78	100%
11	Fence, Remove	LF	192.00	\$ 14.44	\$ 2,772.48	87.00	\$ 14.44	\$ 1,256.28				87.00	\$ 1,256.28	100%
12	Subgrade Undercutting, Special	CY	300.00	\$ 59.00	\$ 17,700.00	116.67	\$ 59.00	\$ 6,883.53				116.67	\$ 6,883.53	100%
13	Roadway Grading	STA	13.90	\$ 26,304.00	\$ 365,625.60	13.90	\$ 26,304.00	\$ 365,625.60				13.90	\$ 365,625.60	100%
14	Channel Grading	STA	8.00	\$ 8,100.00	\$ 64,800.00	8.00	\$ 8,100.00	\$ 64,800.00				8.00	\$ 64,800.00	100%
15	Silt Fence	LF	1800.00	\$ 4.00	\$ 7,200.00	1157.00	\$ 4.00	\$ 4,628.00				1157.00	\$ 4,628.00	100%
16	Curb and Gutter Inlet Filter	EA	19.00	\$ 160.00	\$ 3,040.00	18.00	\$ 160.00	\$ 2,880.00				18.00	\$ 2,880.00	100%
17	SESC, Turbidity Curtain (Shallow)	LF	200.00	\$ 27.00	\$ 5,400.00	150.00	\$ 27.00	\$ 4,050.00				150.00	\$ 4,050.00	100%
18	Agg Base, 21AA Limestone, 10-inch	SY	5002.00	\$ 15.00	\$ 75,030.00	4058.22	\$ 15.00	\$ 60,873.30				4058.22	\$ 60,873.30	100%
19	Agg Base, 21AA Limestone, 6-inch	SY	1739.00	\$ 12.00	\$ 20,868.00	1320.61	\$ 12.00	\$ 15,847.32				1320.61	\$ 15,847.32	100%
20	Aggregate, 6A	CY	875.00	\$ 60.00	\$ 52,500.00	0.00	\$ 60.00	\$ -				0.00		
21	Geotextile Separator	SY	1686.00	\$ 2.00	\$ 3,372.00	0.00	\$ 2.00	\$ -				0.00		
22	Tensar, TX5 Geogrid	SY	4113.00	\$ 2.00	\$ 8,226.00	4204.10	\$ 2.00	\$ 8,408.20				4204.10	\$ 8,408.20	100%
23	HMA, 36A	TON	152.00	\$ 160.00	\$ 24,320.00	140.64	\$ 160.00	\$ 22,502.40				140.64	\$ 22,502.40	100%
24	HMA, 13A	TON	159.00	\$ 150.00	\$ 23,850.00	145.05	\$ 150.00	\$ 21,757.50				145.05	\$ 21,757.50	100%
TOTAL THIS SHEET				\$	867,240.00		\$	760,670.47	\$	-		\$	760,670.47	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint/Bond Street Construction NOVI PROJECT NO.: 19-2303 PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - Flint/Bond Street (Roadway), Cont'd GL# 203-203.00-865.261 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	HMA, 3E3	TON	1345.00	\$ 100.00	\$ 134,500.00	1143.96	\$ 100.00	\$ 114,396.00				1143.96	\$ 114,396.00	100%	
26	HMA, 5E3	TON	599.00	\$ 130.00	\$ 77,870.00	574.38	\$ 130.00	\$ 74,669.40				574.38	\$ 74,669.40	100%	
27	HMA Approach	TON	20.00	\$ 260.00	\$ 5,200.00	24.35	\$ 260.00	\$ 6,331.00				24.35	\$ 6,331.00	100%	
28	Hh, Remove	EA	1.00	\$ 1,675.00	\$ 1,675.00	1.00	\$ 1,675.00	\$ 1,675.00				1.00	\$ 1,675.00	100%	
29	Case Sign Panel, Remove	EA	2.00	\$ 700.00	\$ 1,400.00	2.00	\$ 700.00	\$ 1,400.00				2.00	\$ 1,400.00	100%	
30	Case Sign Panel	EA	2.00	\$ 1,100.00	\$ 2,200.00	2.00	\$ 1,100.00	\$ 2,200.00				2.00	\$ 2,200.00	100%	
31	Hh, Round	EA	1.00	\$ 2,360.00	\$ 2,360.00	1.00	\$ 2,360.00	\$ 2,360.00				1.00	\$ 2,360.00	100%	
32	Case Sign, One-Way, 24X30, Non-Illd	EA	1.00	\$ 3,075.00	\$ 3,075.00	1.00	\$ 3,075.00	\$ 3,075.00				1.00	\$ 3,075.00	100%	
33	Conduit, DB, 1, 1 1/4-inch	LF	20.00	\$ 50.00	\$ 1,000.00	20.00	\$ 50.00	\$ 1,000.00				20.00	\$ 1,000.00	100%	
34	Rip-Rap, Plain, Modified	SY	52.00	\$ 98.00	\$ 5,096.00	52.00	\$ 98.00	\$ 5,096.00				52.00	\$ 5,096.00	100%	
35	Culv End Section, 12-inch	EA	1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00				1.00	\$ 550.00	100%	
36	Culv End Section, 15-inch	EA	1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ 750.00				1.00	\$ 750.00	100%	
37	Culv End Section, 24-inch	EA	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%	
38	Sewer, CI E, 12-inch, Tr Det B	LF	697.00	\$ 70.00	\$ 48,790.00	578.00	\$ 70.00	\$ 40,460.00				578.00	\$ 40,460.00	100%	
39	Sewer, CI E, 15-inch, Tr Det B	LF	223.00	\$ 75.00	\$ 16,725.00	193.00	\$ 75.00	\$ 14,475.00				193.00	\$ 14,475.00	100%	
40	Sewer, CI E, 24-inch, Tr Det B	LF	186.00	\$ 105.00	\$ 19,530.00	305.00	\$ 105.00	\$ 32,025.00				305.00	\$ 32,025.00	100%	
41	Perf Sewer, CI III, 78-inch, Tr Det B	LF	256.00	\$ 425.00	\$ 108,800.00	0.00	\$ 425.00					0.00			
42	Video Sewer and Culvert Pipe	LF	1153.00	\$ 2.00	\$ 2,306.00	0.00	\$ 2.00					0.00			
43	Dr Structure, 24-inch Dia	EA	8.00	\$ 1,550.00	\$ 12,400.00	8.00	\$ 1,550.00	\$ 12,400.00				8.00	\$ 12,400.00	100%	
44	Dr Structure, 48-inch Dia	EA	12.00	\$ 2,600.00	\$ 31,200.00	7.00	\$ 2,600.00	\$ 18,200.00				7.00	\$ 18,200.00	100%	
45	Dr Structure, 84-inch Dia w/Weir	EA	1.00	\$ 15,000.00	\$ 15,000.00	0.00	\$ 15,000.00					0.00			
46	MH, Precast Tee, CI III, 78-inch	EA	6.00	\$ 5,500.00	\$ 33,000.00	0.00	\$ 5,500.00					0.00			
47	MH Riser	VF	6.00	\$ 450.00	\$ 2,700.00	0.00	\$ 450.00					0.00			
48	Dr Structure, Add Depth 48". 8' to 15'	LF	4.00	\$ 180.00	\$ 720.00	4.00	\$ 180.00	\$ 720.00				4.00	\$ 720.00	100%	
49	Dr Structure Cover, Type B	EA	9.00	\$ 550.00	\$ 4,950.00	0.00	\$ 550.00					0.00			
50	Dr Structure Cover, Type K	EA	18.00	\$ 740.00	\$ 13,320.00	18.00	\$ 740.00	\$ 13,320.00				18.00	\$ 13,320.00	100%	
51	Dr Structure Cover, Adj, Case 1	EA	3.00	\$ 900.00	\$ 2,700.00	2.00	\$ 900.00	\$ 1,800.00				2.00	\$ 1,800.00	100%	
52	Dr Structure Cover, Adj, Case 2	EA	2.00	\$ 350.00	\$ 700.00	0.00	\$ 350.00					0.00			
53	DPS Structure Cover, Adj, Case 1	EA	4.00	\$ 980.00	\$ 3,920.00	1.00	\$ 980.00	\$ 980.00				1.00	\$ 980.00	100%	
54	DPS Structure Cover, Adj, Case 2	EA	3.00	\$ 440.00	\$ 1,320.00	1.00	\$ 440.00	\$ 440.00				1.00	\$ 440.00	100%	
55	Gate Box, Adj	EA	5.00	\$ 500.00	\$ 2,500.00	0.00	\$ 500.00					0.00			
56	Underdrain, Subgrade, O-G, 6-inch	LF	2664.00	\$ 18.00	\$ 47,952.00	2089.00	\$ 18.00	\$ 37,602.00				2089.00	\$ 37,602.00	100%	
57	Underdrain, Outlet, 6-inch	LF	50.00	\$ 42.00	\$ 2,100.00	0.00	\$ 42.00					0.00			
58	Underdrain, Outlet Ending, 6-inch	EA	2.00	\$ 200.00	\$ 400.00	2.00	\$ 200.00	\$ 400.00				2.00	\$ 400.00	100%	
59	Curb and Gutter, Conc, Det F4	LF	2193.00	\$ 15.50	\$ 33,991.50	2536.18	\$ 15.50	\$ 39,310.79				2536.18	\$ 39,310.79	100%	
TOTAL FROM THIS SHEET				\$	641,700.50		\$	426,635.19		\$	-		\$	426,635.19	
TOTAL FROM OTHER SHEET				\$	867,240.00		\$	760,670.47		\$	-		\$	760,670.47	
SUBTOTAL				\$	1,508,940.50		\$	1,187,305.66		\$	-		\$	1,187,305.66	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint/Bond Street Construction

NOVI PROJECT NO.: 19-2303

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 1 - Flint/Bond Street (Roadway), Cont'd GL# 203-203.00-865.261			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	%	
60	Driveway Opening, Conc, Det M	LF		471.00	\$ 22.00	\$ 10,362.00	494.00	\$ 22.00	\$ 10,868.00				494.00	\$ 10,868.00	100%	
61	Driveway, Nonreinf Conc, 8" w/Curb	SY		195.00	\$ 44.00	\$ 8,580.00	279.50	\$ 44.00	\$ 12,298.00				279.50	\$ 12,298.00	100%	
62	Sidewalk, Conc, 4-inch	SF		1482.00	\$ 3.20	\$ 4,742.40	315.00	\$ 3.20	\$ 1,008.00				315.00	\$ 1,008.00	100%	
63	Sidewalk Ramp, Conc, 6-inch	SF		870.00	\$ 5.30	\$ 4,611.00	322.00	\$ 5.30	\$ 1,706.60				322.00	\$ 1,706.60	100%	
64	Detectable Warning Surface	LF		75.00	\$ 32.00	\$ 2,400.00	22.00	\$ 32.00	\$ 704.00				22.00	\$ 704.00	100%	
65	Guardrail, Type B	LF		13.00	\$ 32.54	\$ 423.02	13.00	\$ 32.54	\$ 423.02				13.00	\$ 423.02	100%	
66	Guardrail Approach Terminal, Type 2M	EA		1.00	\$ 3,261.30	\$ 3,261.30	1.00	\$ 3,261.30	\$ 3,261.30				1.00	\$ 3,261.30	100%	
67	Guardrail Departing Terminal, Type B	EA		1.00	\$ 1,340.05	\$ 1,340.05	1.00	\$ 1,340.05	\$ 1,340.05				1.00	\$ 1,340.05	100%	
68	Fencing, 3-Rail PVC	LF		799.00	\$ 26.33	\$ 21,037.67	996.00	\$ 26.33	\$ 26,224.68				996.00	\$ 26,224.68	100%	
69	Surface Restoration	LS		0.90	\$ 40,000.00	\$ 36,000.00	0.90	\$ 40,000.00	\$ 36,000.00	0.18	\$ 7,200.00	20%	0.90	\$ 36,000.00	100%	
70	Site Preparation	LS		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%	
71	Shrub	EA		6.00	\$ 75.00	\$ 450.00	6.00	\$ 75.00	\$ 450.00				6.00	\$ 450.00	100%	
72	Post, Steel, 3 Lb	LF		165.00	\$ 8.00	\$ 1,320.00	208.00	\$ 8.00	\$ 1,664.00				208.00	\$ 1,664.00	100%	
73	Sign, Type IIA	SF		48.00	\$ 16.00	\$ 768.00	48.00	\$ 16.00	\$ 768.00				48.00	\$ 768.00	100%	
74	Sign, Type IIB	SF		20.00	\$ 16.00	\$ 320.00	28.00	\$ 16.00	\$ 448.00				28.00	\$ 448.00	100%	
75	Sign, Type IIIA	SF		18.00	\$ 12.00	\$ 216.00	20.57	\$ 12.00	\$ 246.84				20.57	\$ 246.84	100%	
76	Sign, Type IIIB	SF		19.00	\$ 11.25	\$ 213.75	28.25	\$ 11.25	\$ 317.81				28.25	\$ 317.81	100%	
77	Pvmt Mrkg, Spray Thermo, 4", White	LF		325.00	\$ 0.75	\$ 243.75	146.00	\$ 0.75	\$ 109.50				146.00	\$ 109.50	100%	
78	Pvmt Mrkg, Spray Thermo, 4", Yellow	LF		2810.00	\$ 0.75	\$ 2,107.50	2611.00	\$ 0.75	\$ 1,958.25				2611.00	\$ 1,958.25	100%	
79	Pvmt Mrkg, WB, RT Turn Arrow Sym	EA		1.00	\$ 120.00	\$ 120.00	1.00	\$ 120.00	\$ 120.00				1.00	\$ 120.00	100%	
80	Pvmt Mrkg, WB, LT Turn Arrow Sym	EA		1.00	\$ 95.00	\$ 95.00	1.00	\$ 95.00	\$ 95.00				1.00	\$ 95.00	100%	
81	Pvmt Mrkg, WB, RT/LT Arrow Sym	EA		1.00	\$ 95.00	\$ 95.00	1.00	\$ 95.00	\$ 95.00				1.00	\$ 95.00	100%	
82	Pvmt Mrkg, WB, 18", Stop Bar	LF		44.00	\$ 4.50	\$ 198.00	42.00	\$ 4.50	\$ 189.00				42.00	\$ 189.00	100%	
83	Pvmt Mrkg, WB, 6", Crosswalk	LF		95.00	\$ 1.50	\$ 142.50	95.00	\$ 1.50	\$ 142.50				95.00	\$ 142.50	100%	
84	Sewer, Surface Repairs, 1-inch	SF		16.00	\$ 320.00	\$ 5,120.00	16.00	\$ 320.00	\$ 5,120.00				16.00	\$ 5,120.00	100%	
85	Sewer, Steel Replacement	LB		10.00	\$ 230.00	\$ 2,300.00	10.00	\$ 230.00	\$ 2,300.00				10.00	\$ 2,300.00	100%	
86	Chemical Pipe Joint Grouting, 84-inch	EA		11.00	\$ 2,000.00	\$ 22,000.00	11.00	\$ 2,000.00	\$ 22,000.00				11.00	\$ 22,000.00	100%	
87	Chemical Pipe Crack Grouting	EA		10.00	\$ 2,000.00	\$ 20,000.00	7.00	\$ 2,000.00	\$ 14,000.00				7.00	\$ 14,000.00	100%	
TOTAL FROM THIS SHEET					\$	148,766.94		\$	144,157.55		\$	7,200.00		\$	144,157.55	
TOTAL FROM OTHER SHEETS					\$	1,508,940.50		\$	1,187,305.66		\$	-		\$	1,187,305.66	
SUBTOTAL					\$	1,657,707.44		\$	1,331,463.21		\$	7,200.00		\$	1,331,463.21	100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint/Bond Street Construction

NOVI PROJECT NO.: 19-2303

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Division 2 - Flint/Bond Street (Culvert/Drain) GL# 210-211.00-865.129			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	%
89	Mobilization, Max 10%	LS		1.00	\$ 52,103.87	\$ 52,103.87	1.00	\$ 52,103.87	\$ 52,103.87				1.00	\$ 52,103.87	100%
90	Pre-Construction Audio/Visual	LS		0.15	\$ 970.00	\$ 145.50	0.15	\$ 970.00	\$ 145.50				0.15	\$ 145.50	100%
91	Maintaining Traffic	LS		0.15	\$ 36,000.00	\$ 5,400.00	0.15	\$ 36,000.00	\$ 5,400.00				0.15	\$ 5,400.00	100%
92	Aggregate, 6A	CY		76.00	\$ 60.00	\$ 4,560.00	101.06	\$ 60.00	\$ 6,063.60				101.06	\$ 6,063.60	100%
93	Maintaining Stream Flow	LS		1.00	\$ 108,000.00	\$ 108,000.00	1.00	\$ 108,000.00	\$ 108,000.00				1.00	\$ 108,000.00	100%
94	Rip-Rap, Plain, Modified	SY		127.00	\$ 98.00	\$ 12,446.00	362.39	\$ 98.00	\$ 35,514.22				362.39	\$ 35,514.22	100%
95	Backfill, Structure, CIP	CY		1450.00	\$ 42.00	\$ 60,900.00	1450.00	\$ 42.00	\$ 60,900.00				1450.00	\$ 60,900.00	100%
96	Structures, Remove	LS		1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00				1.00	\$ 30,000.00	100%
97	Excavation, Foundation	CY		2750.00	\$ 18.00	\$ 49,500.00	2523.31	\$ 18.00	\$ 45,419.58				2523.31	\$ 45,419.58	100%
98	Conc, Grade S2	CY		195.00	\$ 941.67	\$ 183,625.65	206.85	\$ 941.67	\$ 194,784.44				206.85	\$ 194,784.44	100%
99	Culv, Precast Conc Box, 14'X7', Install	LF		66.00	\$ 850.00	\$ 56,100.00	66.00	\$ 850.00	\$ 56,100.00				66.00	\$ 56,100.00	100%
100	Culv, Bedding, Box Culvert	CY		110.00	\$ 80.00	\$ 8,800.00	53.77	\$ 80.00	\$ 4,301.60				53.77	\$ 4,301.60	100%
101	Reinforcement, Steel, Epoxy Coated	LB		33555.00	\$ 1.50	\$ 50,332.50	33555.00	\$ 1.50	\$ 50,332.50				33555.00	\$ 50,332.50	100%
102	Joint Waterproofing	SF		202.00	\$ 15.00	\$ 3,030.00	194.00	\$ 15.00	\$ 2,910.00				194.00	\$ 2,910.00	100%
103	Joint Waterproofing, Expansion	SF		10.00	\$ 15.00	\$ 150.00	0.00	\$ 15.00	\$ -				0.00	\$ -	
104	Steel Sheet Piling, Permanent	SF		1050.00	\$ 34.95	\$ 36,697.50	989.50	\$ 34.95	\$ 34,583.02				989.50	\$ 34,583.02	100%
105	Shear Developers (Retaining Wall)	LS		1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00				1.00	\$ 3,000.00	100%
106	Steel Sheet Piling, Temp, Left in Place	SF		627.00	\$ 34.61	\$ 21,700.47	627.00	\$ 34.61	\$ 21,700.47				627.00	\$ 21,700.47	100%
107	Conc, Grade D	CY		32.00	\$ 1,000.94	\$ 32,030.08	32.00	\$ 1,000.94	\$ 32,030.08				32.00	\$ 32,030.08	100%
108	Bridge Railing, Aesthetic Parapet Tube	LF		78.00	\$ 295.57	\$ 23,054.46	78.00	\$ 295.57	\$ 23,054.46				78.00	\$ 23,054.46	100%
109	Surface Restoration	LS		0.10	\$ 40,000.00	\$ 4,000.00	0.10	\$ 40,000.00	\$ 4,000.00	0.02	\$ 800.00	20%	0.10	\$ 4,000.00	100%
110	Live Staking/Joint Planting	SF		1000.00	\$ 12.00	\$ 12,000.00	870.00	\$ 12.00	\$ 10,440.00				870.00	\$ 10,440.00	100%
111	Vegetated Rip-Rap/Rip-Rap Toe	SF		1000.00	\$ 16.00	\$ 16,000.00	870.00	\$ 16.00	\$ 13,920.00				870.00	\$ 13,920.00	100%
112	Vegetated Mech Stabilized Earth	SF		1000.00	\$ 38.00	\$ 38,000.00	1000.00	\$ 38.00	\$ 38,000.00				1000.00	\$ 38,000.00	100%
TOTAL FROM THIS SHEET					\$ 811,576.03	\$ 811,576.03		\$ 832,703.34	\$ 832,703.34	\$ 800.00			\$ 832,703.34		
TOTAL FROM OTHER SHEETS					\$ 1,662,698.44	\$ 1,662,698.44		\$ 1,336,578.21	\$ 1,336,578.21	\$ 7,200.00			\$ 1,336,578.21		
SUBTOTAL					\$ 2,474,274.47	\$ 2,474,274.47		\$ 2,169,281.55	\$ 2,169,281.55	\$ 8,000.00			\$ 2,169,281.55	100%	



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint/Bond Street Construction

NOVI PROJECT NO.: 19-2303

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	%
123	Culvert Removal and Slope Stabilization	LS	1	203-203.00-865.261	1.00	\$ 20,299.02	\$ 20,299.02				1.00	\$ 20,299.02	100%
124	Underground Detention System	LS	1	203-203.00-865.261	1.00	\$ 230,418.00	\$ 230,418.00				1.00	\$ 230,418.00	100%
125	DTE Delay Costs	Day	1	203-203.00-865.261	36.00	\$ 3,000.00	\$ 108,000.00				36.00	\$ 108,000.00	100%
126	Dr Structure, 60-inch dia	EA	1	203-203.00-865.261	3.00	\$ 4,950.00	\$ 14,850.00				3.00	\$ 14,850.00	100%
127	Dr Structure, 48-inch dia, Rem	EA	1	203-203.00-865.261	1.00	\$ 942.00	\$ 942.00				1.00	\$ 942.00	100%
128	Non-Haz. Cont. Soil & Liquid, Rem	LS	2	210-211.00-865.129	1.00	\$ 17,248.00	\$ 17,248.00				1.00	\$ 17,248.00	100%
129	RCOC Permit Reimbursement	Dlr	1	203-203.00-865.261	8780.00	\$ 1.00	\$ 8,780.00				8780.00	\$ 8,780.00	100%
130	Temporary HMA	Ton	1	203-203.00-865.261	14.61	\$ 255.77	\$ 3,736.80				14.61	\$ 3,736.80	100%
131	Flowable Fill	LS	1	203-203.00-865.261	1.00	\$ 1,450.00	\$ 1,450.00				1.00	\$ 1,450.00	100%
132	Storm Tie in over Bypass	LS	1	203-203.00-865.261	1.00	\$ 1,134.00	\$ 1,134.00				1.00	\$ 1,134.00	100%
133	Egg Rock, 1.5 - 2" round	CY	2	210-211.00-865.129	43.00	\$ 35.00	\$ 1,505.00				43.00	\$ 1,505.00	100%
134	Bank Restoration	LS	2	210-211.00-865.129	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
135	Mulch Blanket	SY	2	210-211.00-865.129	720.33	\$ 3.15	\$ 2,269.04				720.33	\$ 2,269.04	100%
136	Martin J - Remobilization	LS	1	203-203.00-865.261	1.00	\$ 2,361.00	\$ 2,361.00	1.00	\$ 2,361.00	100%	1.00	\$ 2,361.00	100%
137	Martin J - 2020 Concrete Upcharge	LS	1	203-203.00-865.261	1.00	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	100%	1.00	\$ 1,600.00	100%
138			0	0	0.00	\$ -	\$ -				0.00	\$ -	
139			0	0	0.00	\$ -	\$ -				0.00	\$ -	
140			0	0	0.00	\$ -	\$ -				0.00	\$ -	
141			0	0	0.00	\$ -	\$ -				0.00	\$ -	
142			0	0	0.00	\$ -	\$ -				0.00	\$ -	
143			0	0	0.00	\$ -	\$ -				0.00	\$ -	
144			0	0	0.00	\$ -	\$ -				0.00	\$ -	
145			0	0	0.00	\$ -	\$ -				0.00	\$ -	
146			0	0	0.00	\$ -	\$ -				0.00	\$ -	
147			0	0	0.00	\$ -	\$ -				0.00	\$ -	
148			0	0	0.00	\$ -	\$ -				0.00	\$ -	
149			0	0	0.00	\$ -	\$ -				0.00	\$ -	
150			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 417,092.86		\$ 3,961.00			\$ 417,092.86	
TOTAL FROM OTHER SHEETS						\$ 2,601,211.96	\$ 2,286,370.19		\$ 8,000.00			\$ 2,286,370.19	
GRAND TOTAL						\$ 2,601,211.96	\$ 2,703,463.05		\$ 11,961.00			\$ 2,703,463.05	100%



CITY OF NOVI

PURCHASE ORDER NO.

95923

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Flint/Bond Street Construction **NOVI PROJECT NO.:** 19-2303 **PAYMENT NO.:** FINAL

Original Contract Amount: \$ 2,601,211.96

Change Orders: \$ 102,251.09

Adjusted Contract Amount to Date: \$ 2,703,463.05

Total Cost of Work Performed to Date: \$ 2,703,463.05

MINUS Retainage: \$ -

MINUS Inspection "Crew Days": To Date \$ 129.50

This Pay \$ 0.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 2,703,463.05

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

\$ amount/day = \$1,300

Subtotal: \$ 2,703,463.05

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

Subtotal: \$ 2,703,463.05

MINUS Amount of Previous Payments: \$ 2,657,758.26

- 1 \$ 185,211.95
- 2 \$ 270,676.50
- 3 \$ 354,455.21
- 4 \$ 134,407.72
- 5 \$ 467,065.12
- 6 \$ 322,494.14
- 7 \$ 181,963.05
- 8 \$ 521,067.64
- 9 \$ 141,280.71
- 10 \$ 79,136.22

BALANCE DUE THIS PAYMENT: \$ **45,704.79**

CHANGE ORDERS

No.	Date	Amount
1	August 21, 2019	\$ 20,299.02
	September 11, 2019	\$ -
3	November 20, 2019	\$ 87,000.00
4	November 20, 2019	\$ 51,359.74
5	January 17, 2020	\$ 49,770.92
6	July 1, 2020	\$ (11,228.14)
7	September 17, 2020	\$ (98,911.45)
8	January 28, 2021	\$ 3,961.00
9		
10		

TOTAL: \$ 102,251.09

Inspection "Crew Days" Allowed per Contract:	90.00
Additional "Crew Days" per Change Orders:	39.50
Total Inspection "Crew Days" Allowed:	129.50
Inspection "Crew Days" Used to Date:	129.50
Inspection "Crew Days" Remaining:	0.00



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: Flint/Bond Street Construction

NOVI PROJECT NO.: 19-2303

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.

[Signature box for Contractor]

Fonson Company, Inc.
CONTRACTOR - Electronic Signature Certification

[Signature box for Consultant]

AECOM-Great Lakes
CONSULTANT - Electronic Signature Certification

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Signature box for City of Novi]

Aaron J. Staup, Construction Engineering Coordinator
Electronic Signature Certification

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

PROJECT: Reconstruction of Bond Street
(name, address)

TO (Owner) City of Novi - Engineering Division
26300 Lee Begole Drive
Novi, MI 48375

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE: 6/18/2019

CONTRACTOR: **Fonson Company, Inc.**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Westfield Insurance Company

P.O. Box 5001
Westfield Center, OH 44251-5001

SURETY COMPANY,

on bond of

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

City of Novi - Engineering Division

26300 Lee Begole Drive
Novi, MI 48375,

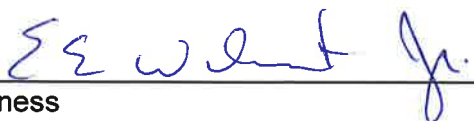
OWNER,

as set forth in the said Surety Company's bond number 028138W.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 15th day of December, 2020.

Westfield Insurance Company
Surety Company

By: 
Lisa M. Wilmot, Attorney-In-Fact



Witness
(Seal)

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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 15th day of

December, A.D. 2020



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

RIDER NO.

This Rider to be attached to and form part of Bond No. 028138W, effective June 24, 2019, covering

Bond Street Construction

on behalf of Fonson Company, Inc.

and in favor of the City of Novi, Michigan

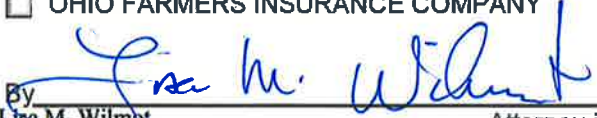
The maintenance bond amount is increased from \$2,699,502.05 to \$2,703,463.05

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

This Rider is effective from the 2nd day of February, 2021.

Signed and dated this 2nd day of February, 2021.

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

By 
Lisa M. Wilmot Attorney-in-Fact

Accepted _____

By _____

General
Power
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
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 2nd day of February A.D., 2021.



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

Kirk Cooley of the Fonson Company, Inc.
Project Manager (Firm Name)

the contractor employed by the City of Novi to furnish labor and materials for the

Flint/Bond Street Construction

(Description of Improvement)

located at: 26300 Lee BeGole Drive, Novi, MI 48375

The total amount of the contract is \$2,703,463.05 of which I have received payment of \$2,657,758.26 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.

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
Action Traffic Maintenance 5182 S Saginaw Road Flint, MI 48507 (810) 695-7516	Permanent Traffic Signs	\$4,044.65	\$4,044.65	\$0.00	0.0%	\$0.00
Advanced Underground 38657 Webb Drive Westland, MI 48185 (734) 721-0081	Sewer Inspection & Pipe Repair	\$36,000.00	\$36,000.00	\$0.00	0.0%	\$0.00
Crawford Pile Driving 2226 hunt Club Drive Bloomfield Hills, MI 48304 (248) 723-1144	Steel sheet piling	\$67,283.50	\$67,283.50	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video 25095 25 Mile Road Chesterfield, MI 48051 (586) 749-3340	Audio Visual	\$970.00	\$970.00	\$0.00	0.0%	\$0.00
Florence Cement 51515 Corridor Shelby Township, MI 48315 (586) 997-2666	Asphalt Paving	\$255,056.30	\$255,056.30	\$0.00	0.0%	\$0.00
GM & Sons 6784 Whitmore Lake Road Whitmore Lake, MI 48189 (734) 929-1259	Concrete Work	\$8,062.73	\$8,062.73	\$0.00	0.0%	\$0.00
J. Ranck Electric Inc. 1993 Gover Parkway Mt. Pleasant, MI 48858-8137 (989) 775-7393	Electrical Work	\$22,135.01	\$22,135.01	\$0.00	0.0%	\$0.00
Martin J. Concrete, Inc. 241 West Randall Street Coopersville, MI 49404 (616) 997-6388	Concrete Work	\$61,793.60	\$61,793.60	\$0.00	0.0%	\$0.00
Nationwide Construction Group PO Box 458 Richmond, MI 48062 (586) 749-6900	Material Supplier	\$31,249.05	\$31,249.05	\$0.00	0.0%	\$0.00
Natural Environmental PO Box 70 Hanover, MI 48062 (517) 749-6900	Material Supplier	\$7,053.02	\$7,053.02	\$0.00	0.0%	\$0.00
OnGrade LLC PO Box 557 Romeo, MI 48065 (586) 960-3500	Surveying	\$1,100.00	\$1,100.00	\$0.00	0.0%	\$0.00
PK Contracting 1965 Barrett Drive Troy, MI 48084 (248) 362-2130	Pavement Marking	\$3,907.25	\$3,907.25	\$0.00	0.0%	\$0.00
Site Solutions, Inc. 4337 E. Grand River, Ste 234 Howell, MI 48843 (810) 923-0555	Landscaping	\$119,680.00	\$119,680.00	\$0.00	0.0%	\$0.00
State Barricades, Inc. 24806 Industrial Highway Warren, MI 48089 (586) 756-8282	Traffic Control Barricades	\$10,089.58	\$10,089.58	\$0.00	0.0%	\$0.00
Timmer Construction Company 30670 W. Eight Mile Road Farmington Hills, MI 48336 (248) 478-9400	Bridge	\$284,592.76	\$284,592.76	\$0.00	0.0%	\$0.00
TOTALS		\$913,017.45	\$913,017.45	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract:	<u>\$2,601,211.96</u>	Work Completed to Date:	<u>\$2,703,463.05</u>
Plus: Extras to Contract:	<u>\$102,251.09</u>	Less: Total Retainage:	<u>\$0.00</u>
Total: Contract plus Extras:	<u>\$2,703,463.05</u>	Less: Amount Previously Paid:	<u>\$2,657,758.26</u>
Less: Credits to Contract:	<u> </u>	Less: Amount of this Request:	<u>\$45,704.79</u>
Total: Adjusted Contract:	<u>\$2,703,463.05</u>	Total Balance Due:	<u>\$0.00</u>

Page 3 of 3

Signed this 1st day of February, 2021

Name: Fonson Company, Inc.
(Individual/corporation/partnership)

By: [Signature]
Kirk Cooley, General Manager

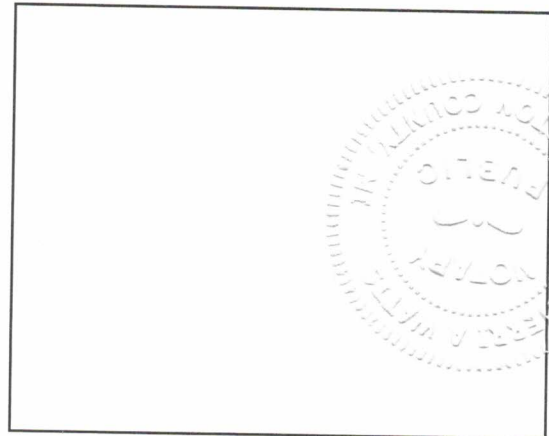
Attest: [Signature]
Lynn Powell, Project Administrator

Subscribed and sworn to before me this 1st day of February, 2021

Notary Public: Sherrri A Watts

Sherrri A Watts
Notary Public - State of Michigan
County of Livingston
My Commission Expires 2/14/2025
Acting in the County of Livingston

NOTARY SEAL



19103
PR-04



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(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: 2-1-2021

[Signature]
(Signature of Lien Claimant)

Thomas Peave
(Printed Name of Lien Claimant)

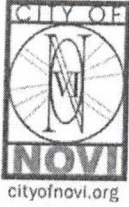
Vice President
(Title of Lien Claimant)

Company Name: Action Traffic Maintenance

Address: 5182 S. Saginaw Rd. Grand Blanc, MI 48507

Telephone: 810-695-7514

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 2/1/2021 Nicole Leschee
(Signature of Lien Claimant)

Nicole RASHEE
(Printed Name of Lien Claimant)

Office manager
(Title of Lien Claimant)

Company Name: Advanced Underground Inspection

Address: 38657 Webb Westland, MD 48185

Telephone: 734-721-0088

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 1-29-2021

[Handwritten Signature]
(Signature of Lien Claimant)

Todd Crawford
(Printed Name of Lien Claimant)

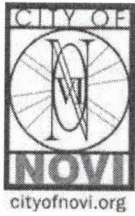
President
(Title of Lien Claimant)

Company Name: Crawford Pile Driving, LLC

Address: 2226 Hunt Club Drive Bloomfield Hills MI. 48304

Telephone: 248-723-1144

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Audio-Video Survey for the improvement of the property
(Type of service)

described as Bond Street
(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: 2/5/21

Cynthia Hurley Digitally signed by Cynthia Hurley
 Date: 2021.02.05 11:59:10 -05'00'

(Signature of Lien Claimant)

Cynthia Hurley

(Printed Name of Lien Claimant)

Officer

(Title of Lien Claimant)

Company Name: Finishing Touch Photo & Video

Address: 25095 25 Mile Rd., Chesterfield, MI 48051

Telephone: 586.749.3340

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 1-29-2001 [Signature]
(Signature of Lien Claimant)

Doreen Lanni
(Printed Name of Lien Claimant)

Controller
(Title of Lien Claimant)

Company Name: Florence Cement Company

Address: 51515 Corridor Shelby Township, MI 48315

Telephone: 586-997-2666

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

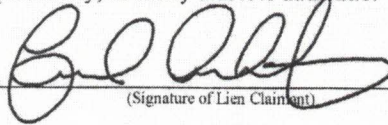
labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 01/29/2021


(Signature of Lien Claimant)

Karl Schweitzer,
(Printed Name of Lien Claimant)

General Manager
(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

Address: 46900 West Road, Novi, MI 48377

Telephone: 248-956-7939

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

219102



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)
labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 2-1-2021

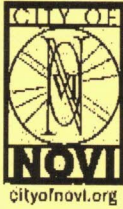
Jolinda Procek
(Signature of Lien Claimant)

JOLINDA PROCEK
(Printed Name of Lien Claimant)

CONTROLLER
(Title of Lien Claimant)

Company Name: J. RANCK ELECTRIC, INC.
Address: 1993 Gover Parkway
Mt. Pleasant, MI 48858
(800) 792-3822
Telephone: _____

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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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: 2/8/21

[Signature]
(Signature of Lien Claimant)

Josh Juarez
(Printed Name of Lien Claimant)

RM
(Title of Lien Claimant)

Company Name: Martin J. Concrete

Address: 241 West Randall St. Coopersville, MI 49404

Telephone: 616-997-6388

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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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: 2-3-2021

[Signature]
(Signature of Lien Claimant)

Scott Keller

(Printed Name of Lien Claimant)

C.O.O.

(Title of Lien Claimant)

Company Name: RMD Holdings LTD dba Nationwide Const. Group

Address: 69951 Lowe Plank Richmond MI 48062

Telephone: (586) 749-6900

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 1/29/2021 Ashley M. Sholtis
(Signature of Lien Claimant)

Ashley M. Sholtis
(Printed Name of Lien Claimant)

President
(Title of Lien Claimant)

Company Name: NERC, Inc.

Address: P.O. Box 70

Telephone: 517-503-2898

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 02/01/2021

Sandra J. Bitner
Digitally signed by Sandra J. Bitner
DN: cn=US, o=State of Michigan,
email=sandy@pkcontracting.com, cn=Sandra J. Bitner
Date: 2021.02.01 14:49:23 -0500

(Signature of Lien Claimant)

Sabndra J Bitner

(Printed Name of Lien Claimant)

Agent

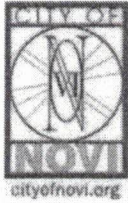
(Title of Lien Claimant)

Company Name: PK Contracting, Inc.

Address: 1965 Barrett, Troy, MI 48084

Telephone: (248) 362-2130

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

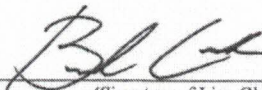
labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 2-4-21


(Signature of Lien Claimant)

BRANDON COOK
(Printed Name of Lien Claimant)

OWNER
(Title of Lien Claimant)

Company Name: ONGRADE LLC

Address: PO BOX 557, ROMEO, MI, 48065

Telephone: 586 960-3500

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

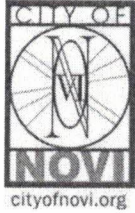
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Signed on: 2/4/21 *Bradley Holmes*
(Signature of Lien Claimant)
Bradley Holmes
(Printed Name of Lien Claimant)
President
(Title of Lien Claimant)

Company Name: Site Solutions Inc
Address: 4334 E. Grand River Ste. 234 Howell MI 48840
Telephone: 810.973.0555

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street
(Project Name)

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Signed on: 2/1/21

Vanessa Hadley
Digitally signed by Vanessa Hadley
Date: 2021.02.01 12:59:57 -05'00'
(Signature of Lien Claimant)

Vanessa Hadley
(Printed Name of Lien Claimant)

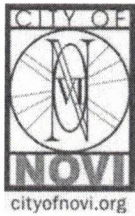
Secretary
(Title of Lien Claimant)

Company Name: State Barricades, Inc.

Address: 24806 Industrial Hwy, Warren MI 48089

Telephone: 586-756-8282

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

labor and/or materials for the improvement of the property
(Type of service)

described as Bond Street TCC Job# 2019-021
(Project Name)

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Signed on: Jan. 29, 2021

Nannette Edgil

Digitally signed by Nannette Edgil
DN: cn=Nannette Edgil, o=Nannette Edgil, c=US, email=Nannette.Edgil@timmerconstruction.com
Reason: I am approving this document
Location:
Date: 2021-01-29 15:46:06-00

(Signature of Lien Claimant)

Nannette Edgil

(Printed Name of Lien Claimant)

Bookkeeper

(Title of Lien Claimant)

Company Name: Timmer Construction Company

Address: 30670 W. 8 Mile Road, Farmington Hills, MI 48336

Telephone: 248-478-9400

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Road Construction & Box for the improvement of the property
(Type of service)

described as Bond St & Flint St. Construction
(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: 2/9/21

[Signature]
(Signature of Lien Claimant)

Kirk Cootey
(Printed Name of Lien Claimant)

General Manager
(Title of Lien Claimant)

Company Name: Fanson Company, Inc

Address: 7644 Whitmore Lake Rd, Brighton MI 48116

Telephone: 810 231 5188

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