



CITY of NOVI CITY COUNCIL

**Agenda Item I
August 27, 2018**

SUBJECT: Approval of the final payment to Fonson Company, Inc., for the Pavilion Shore Park – Parking Lot Addition project in the amount of \$15,013.35, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 15,013.35
AMOUNT BUDGETED	\$ 205,205 (FY 2017-18 Budget)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	400-691.00-981.008

BACKGROUND INFORMATION:

The City of Novi constructed additional parking spots at the south end of the existing eastern parking lot of Pavilion Shore Park. The easterly lot was initially constructed with a capacity of 20 parking stalls in 2013. Combined with the 10 spots from the west parking lot, the park now has a total of 61 parking spaces (4 of which are barrier free handicap parking spaces). As amenities are continually being added, the popularity of the park's existence is spreading and various PRCS' events on-site are being attended by more than 100 people at a time. Therefore, the park has seen the increased demand for this parking addition. The construction contract was awarded for this project at the August 28, 2017 City Council meeting to Fonson Company, Inc., in the amount of \$200,414.00. The project was completed in late September 2017.

Engineering staff worked with our engineering consultant for this project, AECOM (URS Corporation - Great Lakes, Inc.) to review and verify the final contract payment amount of \$15,013.35 that is due the contractor (Final Pay Estimate No. 3, attached). The City Attorney reviewed the documentation and found it to be in acceptable form (Beth Saarela, August 14, 2018).

There were two (2) approved change orders issued for this project resulting in an overall decrease of \$47,625.97 to the construction contract, or 23.8% under the awarded amount. The approved change orders resulted in a final contract price of \$152,788.04.

RECOMMENDED ACTION: Approval of the final payment to Fonson Company, Inc., for the Pavilion Shore Park – Parking Lot Addition project in the amount of \$15,013.35, plus interest earned on retainage.

Pavillon Shore Park Additional Parking Lot

Location Map



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

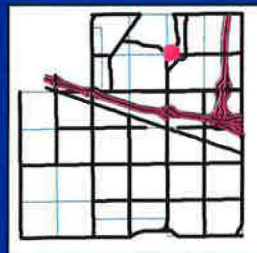
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

Legend

- Proposed Parking Lot
- Proposed Sidewalk



City of Novi

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



1 inch = 104 feet



PAVILION SHORE PARK – PARKING LOT ADDITION (EAST LAKE DRIVE)



Looking northwest from 13 Mile Road towards Walled Lake



Looking south towards 13 Mile Road

ELIZABETH KUDLA SAARELA
esaarela@jrsjlaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.jrsjlaw.com



JOHNSON ROSATI
SCHULTZ JOPPICH

August 14, 2018

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

**Re: *Pavilion Shore Park – Parking Lot Addition – Fonson Company*
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the Pavilion Shore Park – Parking Lot Addition Project:

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

The closing documents appear to be in order. Since the contract price decreased, the original Maintenance Bond is adequate. The General Contractor has also provided its Full Unconditional Waiver of Lien, which appears to be in order. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH

Elizabeth K. Saarela

EKS

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



CITY OF NOVI

Balance Due This Payment = \$ 15,013.35

PURCHASE ORDER NO.

95284

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

APPLICATION FOR FINAL PAYMENT

PROJECT: PSP - Parking Lot Addition	NOVI PROJECT NO.: 17-8101	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: AECOM - Great Lakes 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	CONTRACTOR: Fonson Company, Inc. 7644 Whitmore Lake Road Brighton, Michigan 48116 (810) 231-5188
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$200,414.00	ORIGINAL: November 12, 2017	FROM: November 23, 2017
REVISED: \$152,788.04	REVISED:	TO: June 30, 2018
	ACTUAL:	

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Pavilion Shore Park - Parking Lot Addition GL# 400-691.00-981.008			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD		25.00	\$ 640.00	\$ 16,000.00	25.00	\$ 640.00	\$ 16,000.00				17.50	\$ 11,200.00	70%
1	Mobilization (10%)	LS		1.00	\$ 15,500.00	\$ 15,500.00	1.00	\$ 15,500.00	\$ 15,500.00				1.00	\$ 15,500.00	100%
2	Pre-Construction Audio-Visual	LS		1.00	\$ 925.00	\$ 925.00	1.00	\$ 925.00	\$ 925.00				1.00	\$ 925.00	100%
3	Stump Remove, 6-inch to 18-inch	EA		30.00	\$ 100.00	\$ 3,000.00	10.00	\$ 100.00	\$ 1,000.00				10.00	\$ 1,000.00	100%
4	HMA Surface, Remove	SY		20.00	\$ 42.00	\$ 840.00	40.20	\$ 42.00	\$ 1,688.40				40.20	\$ 1,688.40	100%
5	Curb and Gutter, Remove	LF		60.00	\$ 10.30	\$ 618.00	62.00	\$ 10.30	\$ 638.60				62.00	\$ 638.60	100%
6	Masonry and Conc Structure, Rem	CY		50.00	\$ 92.00	\$ 4,600.00	8.15	\$ 92.00	\$ 749.80				8.15	\$ 749.80	100%
7	Subgrade Undercutting, Type II	CY		225.00	\$ 40.00	\$ 9,000.00	216.80	\$ 40.00	\$ 8,672.00				216.80	\$ 8,672.00	100%
8	Grading	SY		1750.00	\$ 7.60	\$ 13,300.00	1750.00	\$ 7.60	\$ 13,300.00				1750.00	\$ 13,300.00	100%
9	Erosion Control, Silt Fence	LF		300.00	\$ 3.50	\$ 1,050.00	276.00	\$ 3.50	\$ 966.00				276.00	\$ 966.00	100%
10	Erosion Control, Inlet Protection	EA		5.00	\$ 120.00	\$ 600.00	1.00	\$ 120.00	\$ 120.00				1.00	\$ 120.00	100%
11	Agg Base, 21AA, Limestone, 8"	SY		1600.00	\$ 12.75	\$ 20,400.00	1402.70	\$ 12.75	\$ 17,884.43				1402.70	\$ 17,884.43	100%
12	Agg Surf Course, Limestone, 10"	SY		20.00	\$ 49.50	\$ 990.00	16.00	\$ 49.50	\$ 792.00				16.00	\$ 792.00	100%
13	Dr Structure Cover, Adj, Case 1	EA		1.00	\$ 1,580.00	\$ 1,580.00	0.00	\$ 1,580.00	\$ -				0.00	\$ -	
14	Sewer, CIE, 12-inch	LF		165.00	\$ 47.50	\$ 7,837.50	161.00	\$ 47.50	\$ 7,647.50				161.00	\$ 7,647.50	100%
15	Sewer Tap, 12-inch	EA		1.00	\$ 310.00	\$ 310.00	1.00	\$ 310.00	\$ 310.00				1.00	\$ 310.00	100%
16	Dr Structure, 24-inch dia.	EA		2.00	\$ 1,650.00	\$ 3,300.00	1.00	\$ 1,650.00	\$ 1,650.00				1.00	\$ 1,650.00	100%
17	Dr Structure, 48-inch dia.	EA		3.00	\$ 2,100.00	\$ 6,300.00	2.00	\$ 2,100.00	\$ 4,200.00				2.00	\$ 4,200.00	100%
18	Dr Structure Cover, Type B	EA		2.00	\$ 475.00	\$ 950.00	1.00	\$ 475.00	\$ 475.00				1.00	\$ 475.00	100%
19	Dr Structure Cover, Type K	EA		3.00	\$ 625.00	\$ 1,875.00	2.00	\$ 625.00	\$ 1,250.00				2.00	\$ 1,250.00	100%
20	Underdrain, S-G, O-G, 6-inch	LF		100.00	\$ 34.00	\$ 3,400.00	100.00	\$ 34.00	\$ 3,400.00				100.00	\$ 3,400.00	100%
21	HMA, 5E3	TON		156.00	\$ 107.00	\$ 16,692.00	114.83	\$ 107.00	\$ 12,286.81				114.83	\$ 12,286.81	100%
22	HMA, 3E3	TON		233.00	\$ 105.00	\$ 24,465.00	204.38	\$ 105.00	\$ 21,459.90				204.38	\$ 21,459.90	100%
23	Curb and Gutter, Conc, Det F4, Md	LF		520.00	\$ 25.00	\$ 13,000.00	485.00	\$ 25.00	\$ 12,125.00				485.00	\$ 12,125.00	100%
24	Sidewalk, Conc, 4-inch	SF		1150.00	\$ 5.50	\$ 6,325.00	1209.00	\$ 5.50	\$ 6,649.50				1209.00	\$ 6,649.50	100%

TOTAL THIS SHEET \$ 156,857.50 \$ 133,689.94 \$ - \$ 133,689.94 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: PSP - Parking Lot Addition

NOVI PROJECT NO.: 17-8101

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	%
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
42			0	0	0.00	\$ -	\$ -				0.00	\$ -	
43			0	0	0.00	\$ -	\$ -				0.00	\$ -	
44			0	0	0.00	\$ -	\$ -				0.00	\$ -	
45			0	0	0.00	\$ -	\$ -				0.00	\$ -	
46			0	0	0.00	\$ -	\$ -				0.00	\$ -	
47			0	0	0.00	\$ -	\$ -				0.00	\$ -	
48			0	0	0.00	\$ -	\$ -				0.00	\$ -	
49			0	0	0.00	\$ -	\$ -				0.00	\$ -	
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ -			\$ -		\$ -	
TOTAL FROM OTHER SHEETS							\$ 152,788.04			\$ 1,525.00		\$ 152,788.04	
GRAND TOTAL							\$ 200,414.00			\$ 1,525.00		\$ 152,788.04	100%



CITY OF NOVI

PURCHASE ORDER NO.

95284

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Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: PSP - Parking Lot Addition NOVI PROJECT NO.: 17-8101 PAYMENT NO.: FINAL

Original Contract Amount: \$ 200,414.00

Change Orders: \$ (47,625.97)

Adjusted Contract Amount to Date: \$ 152,788.04

Total Cost of Work Performed to Date: \$ 152,788.04

MINUS Retainage: \$ -

MINUS Inspection "Crew Days":
 To Date \$ -
 This Pay \$ -

Net Amt. Earned of Contract and Extra Work to Date: \$ 152,788.04

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

Subtotal: \$ 152,788.04

ADD Incentive "Crew Days", if under: \$ 4,800.00

Subtotal: \$ 157,588.04

MINUS Amount of Previous Payments: \$ 142,574.69

- 1 \$ 126,965.74
- 2 \$ 15,608.95
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

BALANCE DUE THIS PAYMENT: \$ 15,013.35

CHANGE ORDERS

No.	Date	Amount
1	November 22, 2017	\$ (26,646.97)
2	July 10, 2018	\$ (20,979.00)
3		
4		
5		
6		
7		
8		
9		
10		
TOTAL:		\$ (47,625.97)

Inspection "Crew Days" Allowed per Contract:	25.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	25.00
Inspection "Crew Days" Used to Date:	17.50
Inspection "Crew Days" Remaining:	7.50



CITY OF NOVI

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Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: PSP - Parking Lot Addition NOVI PROJECT NO.: 17-8101 PAYMENT NO.: FINAL

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

Brendan Fons Brendan Fons
Aug 8 2018 3:58 PM

Fonson Company, Inc.
CONTRACTOR - Electronic Signature Certification

Mark Koskinen Mark Koskinen
Aug 9 2018 10:17 AM

AECOM - Great Lakes
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering
Division, email=astaup@cityofnovi.org, c=US
Date: 2018.08.09 10:50:48 -04'00'

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Jeffrey Herczeg Digitally signed by Jeffrey
Herczeg
Date: 2018.08.09 13:29:14 -04'00'

George D. Melistas, Engineering Senior Manager
Electronic Signature Certification

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

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

PROJECT: Pavilion Shore Parking Lot Addition
(name, address)

TO (Owner) City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE:

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

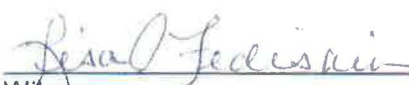
City of Novi
45175 West Ten Mile Road
Novi, MI 48375,

OWNER,


as set forth in the said Surety Company's bond number 8052115.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 12th day of July, 2018.

Westfield Insurance Company
Surety Company



Witness
(Seal)

By: 

Lisa M. Wilmot, Attorney-In-Fact

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 12th day of July A.D. 2017.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



CONTRACTORS SWORN STATEMENT

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

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

STATE OF MICHIGAN

COUNTY OF Livingston

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

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

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

Pavilion Shore Parking Lot Addition
(Description of Improvement)

located at: City of Novi

The total amount of the contract is \$157,588.04 of which I have received payment of \$142,574.69 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

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

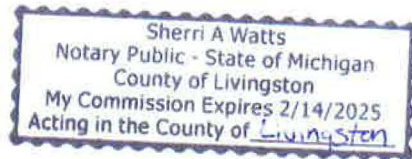
Signed this 17th day of July, 2018

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

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

Subscribed and sworn to before me this 17 day of July, 2018

Notary Public: Sherri A Watts



NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Core & Main LP ✓	Material Supplier	\$4,730.38	\$4,730.38	\$0.00	0.0%	\$0.00
CSI Geoturf ✓	Material Supplier	\$681.99	\$681.99	\$0.00	0.0%	\$0.00
Edw C Levy Co ✓	Material Supplier	\$1,300.82	\$1,300.82	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video ✓	Preconstruction Video	\$925.00	\$925.00	\$0.00	0.0%	\$0.00
GM & Sons, Inc. ✓	Concrete Curb & Walks	\$19,019.50	\$19,019.50	\$0.00	0.0%	\$0.00
Margolis Companies ✓	Landscaping	\$9,021.00	\$9,021.00	\$0.00	0.0%	\$0.00
PK Contracting ✓	Pavement Markings	\$1,512.10	\$1,512.10	\$0.00	0.0%	\$0.00
State Barricades, Inc. ✓	Traffic Control / Permanent Signs	\$3,300.00	\$3,300.00	\$0.00	0.0%	\$0.00
Stoneco of Michigan ✓	Material Supplier	\$5,316.38	\$5,316.38	\$0.00	0.0%	\$0.00
T&M Asphalt Paving, Inc. ✓	Asphalt Paving	\$33,746.71	\$33,746.71	\$0.00	0.0%	\$0.00
TOTALS		\$79,553.88	\$79,553.88	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: <u> \$200,414.00</u>	Work Completed to Date: <u> \$157,588.04</u>
Plus Extras to Contract: <u> -\$42,825.96</u>	Less Total Retainage: <u> \$0.00</u>
Total: Contract plus Extras: <u> \$157,588.04</u>	Less: Amount Previously Paid: <u> \$142,574.69</u>
Less Credits to Contract: <u> \$0.00</u>	Less Amount of this Request: <u> \$15,013.35</u>
Total: Adjusted Contract: <u> \$157,588.04</u>	Total Balance Due: <u> \$0.00</u>



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Pavilion Shore Parking Lot Addition
(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: 7/17/18


(Signature of Lien Claimant)

Brendan Fons
(Printed Name of Lien Claimant)

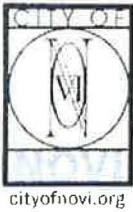
Project Manager
(Title of Lien Claimant)

Company Name: Fonson Company, Inc.

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

Telephone: 810-231-5188

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

Water / Sewer pipe & related for the improvement of the property
(Type of service) Supplies

described as Pavilion Shore Parking Lot Addition
(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: 7-13-18

Kathy Anderson
(Signature of Lien Claimant)

KATHY ANDERSON
(Printed Name of Lien Claimant)

Credit Manager
(Title of Lien Claimant)

Company Name: Core and Main

Address: PO Box 28330 St Louis MO 63146

Telephone: 800-893-9150 x201

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FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Pavilion Shore Parking Lot Addition
(Project Name)

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

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Signed on: 7/6/18

[Signature]
(Signature of Lien Claimant)

Tom Robinson
(Printed Name of Lien Claimant)

[Signature]
(Title of Lien Claimant)

Company Name: CSI GEOTOPF

Address: PO Box 668 Highland, MI 48357

Telephone: 248-887-6767

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FULL UNCONDITIONAL WAIVER OF LIEN

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

Aggregate Materials for the improvement of the property
(Type of service)

described as Pavilion Shore Parking Lot Addition
(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: 7-13-18

Karen R. Tait
(Signature of Lien Claimant)

VAREN L. TAIT
(Printed Name of Lien Claimant)

CREDM MAN
(Title of Lien Claimant)

Company Name: EDWARD C. LEVY CO

Address: 9300 Dix Ave Dearborn, MI

Telephone: 313.429.2282

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810. 231. 5404

17185



cityofnovi.org

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 Pavilion Shore Parking Lot Addition
(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: 7/6/18 Cynthia Hurley
(Signature of Lien Claimant)

925⁰² 11 CYNTHIA HURLEY
(Printed Name of Lien Claimant)

1/17/18
CK 104889 OFFICER
(Title of Lien Claimant)

Company Name: FINISHING TOUCH
PHOTO & VIDEO
Address: 25085 25 MILE RD.
CHESTERFIELD, MI 48061
Telephone: (586) 749-3340

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FULL UNCONDITIONAL WAIVER OF LIEN

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

Misc Concrete Flatwork for the improvement of the property
(Type of service)

described as Pavilion Shore Parking Lot Addition
(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: July 10, 2018


(Signature of Lien Claimant)

Karl Schweitzer

(Printed Name of Lien Claimant)

General Manager

(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

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

Telephone: 734-929-1259

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FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Pavilion Shore Parking Lot Addition
(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: 7-10-16

Merrill Bumstead
(Signature of Lien Claimant)

Merrill Bumstead
(Printed Name of Lien Claimant)

Project Manager
(Title of Lien Claimant)

Company Name: Margolis Companies

Address: 9600 Cherry Hill Ypsilanti, MI 48198

Telephone: 734-462-0771

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FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Pavilion Shore Parking Lot Addition
(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: 7/9/18

Nicole Gray
(Signature of Lien Claimant)

Nicole Gray
(Printed Name of Lien Claimant)

Agent
(Title of Lien Claimant)

Company Name: PK Contracting

Address: 1965 Barrett Troy MI 48084

Telephone: 248-362-2130

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FULL UNCONDITIONAL WAIVER OF LIEN

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

traffic control devices for the improvement of the property
(Type of service)

described as Pavilion Shore Parking Lot Addition
(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: 7-9-18 Vanessa Hadley
(Signature of Lien Claimant)

Vanessa Hadley
(Printed Name of Lien Claimant)

Secretary
(Title of Lien Claimant)

Company Name: STATE BARRICADES, INC.
24806 INDUSTRIAL HWY.
WARREN, MI 48089

Address: _____

Telephone: 586 756 8282

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FULL UNCONDITIONAL WAIVER OF LIEN

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

Aggregate Material for the improvement of the property
(Type of service)

described as Pavilion Shore Parking Lot Addition
(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: 7/7/18 Hailey Buhl - AR/Credit
(Signature of Lien Claimant)

Hailey Buhl
(Printed Name of Lien Claimant)

AR/Credit
(Title of Lien Claimant)

Company Name: Stoneco of Michigan

Address: 2670 S. Zeeb Rd. Ann Arbor, MI 48103

Telephone: 734-786-6755

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FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Pavilion Shore Parking Lot Addition
(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: 7/10/2018

Pete Behrend
(Signature of Lien Claimant)

Pete Behrend
(Printed Name of Lien Claimant)

CONTROLLER
(Title of Lien Claimant)

Company Name: T&M Asphalt Paving, Inc.

Address: 4755 OLD PLANK RD. MILFORD MI 48381

Telephone: 248.684.2300

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