



## CITY of NOVI CITY COUNCIL

Agenda Item N  
February 29, 2016

**SUBJECT:** Approval of the final payment to Fonson Company, Inc. for the Catherine Industrial Rehabilitation project in the amount of \$19,528.42, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC RJA*

**CITY MANAGER APPROVAL:** *RA*

EXPENDITURE REQUIRED	\$ 19,528.42
AMOUNT BUDGETED	\$ 191,360.00
LINE ITEM NUMBER	202-202.00-865.166

### BACKGROUND INFORMATION:

The north end of Catherine Industrial Road terminates in a large cul-de-sac that had deteriorated significantly over the past few years, and had areas that completely failed. The remainder of the road is in better condition, and improvements south of the cul-de-sac were not included with this project. Some of the deterioration was caused from inadequate surface and sub-surface drainage of the roadway. This project corrected this by adding additional storm structures and slightly changing the pavement and curb geometrics.

The construction contract was awarded to Fonson Company, Inc., in the amount of \$187,697.50 at the July 13, 2015 City Council meeting.

Engineering staff worked with the engineering consultant for this project, OHM Advisors, to review and verify the final contract payment amount of \$19,528.42 that is due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's February 15, 2016 letter, attached).

There were two (2) approved change orders issued for this project resulting in an increase of \$3,661.77 to the construction contract, or 1.95% over the awarded amount. The approved change orders resulted in a final contract price of \$191,359.27.

**RECOMMENDED ACTION:** Approval of the final payment to Fonson Company, Inc. for the Catherine Industrial Rehabilitation project in the amount of \$19,528.42, plus interest earned on retainage.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				



# Catherine Industrial Location Map



Map Author: Croy  
Date: 6/2/14  
Project: Catherine Industrial  
Version #: v1.1

#### 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.



1 inch = 180 feet



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



## Catherine Industrial Rehabilitation



South of cul-de-sac, looking north



West-side of cul-de-sac, looking east



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

February 15, 2016

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

**Re: *Catherine Industrial Drive Rehab – Fonson Company, Inc.  
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Catherine Industrial Drive Rehabilitation Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The General Contractor must provide its final waiver of lien at the time final payment is made.

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

Very truly yours,

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



Elizabeth K. Saarela

Aaron Staup, Construction Engineering Coordinator

February 15, 2016

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EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Rob Hayes, Public Services Director (w/Enclosures)  
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)  
Brian Coburn, Engineering Manager (w/Enclosures)  
Jacob Rushlow, OHM Advisors (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



# CITY OF NOVI

Balance Due This Payment = \$ 19,528.42

PURCHASE ORDER NO.

94557

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> Catherine Industrial Rehab	<b>NOVI PROJECT NO.:</b> 15-2303	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> OHM Advisors 34000 Plymouth Road Livonia, Michigan 48150 (734) 522-6711	<b>CONTRACTOR:</b> Fonson Company, Inc. 7644 Whitmore Lake Road Brighton, Michigan 48116 (810) 231-5188
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$187,697.50	<b>ORIGINAL:</b> October 8, 2015	<b>FROM:</b> October 6, 2015
<b>REVISED:</b> \$191,359.27	<b>REVISED:</b> October 9, 2015	<b>TO:</b> October 21, 2015

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Catherine Industrial Rehab GL#202-202.00-805.166 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	14.00	\$ 640.00	\$ 8,960.00	15.00	\$ 640.00	\$ 9,600.00				12.50	\$ 8,000.00	83%
1	Digital Video Recorded Survey	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	\$ 1,200.00				1.00	\$ 1,200.00	100%
2	Traffic Maintenance and Control	LS	1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ 1,800.00				1.00	\$ 1,800.00	100%
3	Mobilization, Max. 10%	LS	1.00	\$ 18,500.00	\$ 18,500.00	1.00	\$ 18,500.00	\$ 18,500.00				1.00	\$ 18,500.00	100%
4	Curb and Gutter, Remove	LF	435.00	\$ 6.00	\$ 2,610.00	455.00	\$ 6.00	\$ 2,730.00	20.00	\$ 120.00	4%	455.00	\$ 2,730.00	100%
5	Pavement, Remove	SY	1750.00	\$ 3.50	\$ 6,125.00	1625.35	\$ 3.50	\$ 5,688.73				1625.35	\$ 5,688.72	100%
6	Subgrade Undercutting, Type II	CY	150.00	\$ 35.00	\$ 5,250.00	199.77	\$ 35.00	\$ 6,991.95	49.77	\$ 1,741.95	25%	199.77	\$ 6,991.95	100%
7	Station Grading	STA	5.00	\$ 4,275.00	\$ 21,375.00	5.00	\$ 4,275.00	\$ 21,375.00				5.00	\$ 21,375.00	100%
8	Erosion Control, Inlet Protection	EA	4.00	\$ 135.00	\$ 540.00	4.00	\$ 135.00	\$ 540.00				4.00	\$ 540.00	100%
9	Erosion Control, Silt Fence	LF	100.00	\$ 6.00	\$ 600.00	0.00	\$ 6.00	\$ -				0.00	\$ -	
10	Aggregate Base, 21AA Limestone	TON	1340.00	\$ 25.00	\$ 33,500.00	1253.29	\$ 25.00	\$ 31,332.25				1253.29	\$ 31,332.25	100%
11	Maintenance Gravel	TON	4.00	\$ 45.00	\$ 180.00	0.00	\$ 45.00	\$ -				0.00	\$ -	
12	Pavement Interlayer	SY	1750.00	\$ 6.25	\$ 10,937.50	1650.00	\$ 6.25	\$ 10,312.50				1650.00	\$ 10,312.50	100%
13	Geogrid	SY	1750.00	\$ 4.00	\$ 7,000.00	1724.52	\$ 4.00	\$ 6,898.08				1724.52	\$ 6,898.08	100%
14	Dr Structure, 60-inch, M1 Cover	EA	2.00	\$ 5,300.00	\$ 10,600.00	1.00	\$ 5,300.00	\$ 5,300.00				1.00	\$ 5,300.00	100%
15	HMA, 4E3	TON	270.00	\$ 95.00	\$ 25,650.00	221.67	\$ 95.00	\$ 21,058.65				221.67	\$ 21,058.65	100%
16	HMA, 5E3	TON	180.00	\$ 97.00	\$ 17,460.00	173.16	\$ 97.00	\$ 16,796.52				173.16	\$ 16,796.52	100%
17	HMA, LVSP	TON	50.00	\$ 145.00	\$ 7,250.00	64.71	\$ 145.00	\$ 9,382.95	14.71	\$ 2,132.95	23%	64.71	\$ 9,382.95	100%
18	Curb and Gutter, Conc, Det D2	LF	415.00	\$ 32.00	\$ 13,280.00	430.00	\$ 32.00	\$ 13,760.00	15.00	\$ 480.00	3%	430.00	\$ 13,760.00	100%
19	Curb and Gutter, Conc, Det F4	LF	20.00	\$ 32.00	\$ 640.00	24.00	\$ 32.00	\$ 768.00	4.00	\$ 128.00	17%	24.00	\$ 768.00	100%
20	Surface Restoration, Seeding THM	SY	100.00	\$ 32.00	\$ 3,200.00	164.00	\$ 32.00	\$ 5,248.00	64.00	\$ 2,048.00	39%	164.00	\$ 5,248.00	100%

RECEIVED TOTAL THIS SHEET \$ 187,697.50 \$ 179,682.63 \$ 6,650.90 \$ 179,682.62 100%

FEB 01 2016

ORCHARD MILLS & MILL...



# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: Catherine Industrial Rehab

NOVI PROJECT NO.: 15-2303

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	%
21	Restocking Fee for MH#2	LS	0	0	1.00	\$ 2,015.00	\$ 2,015.00				1.00	\$ 2,015.00	100%
22	Drainage Structure Tap, 12 inch	EA	0	0	1.00	\$ 975.00	\$ 975.00				1.00	\$ 975.00	100%
23	2 Ft Diameter Inlet	EA	0	0	1.00	\$ 2,520.00	\$ 2,520.00				1.00	\$ 2,520.00	100%
24	12 inch CI RCP Storm Sewer	FT	0	0	41.00	\$ 110.00	\$ 4,510.00				41.00	\$ 4,510.00	100%
25	Subgrade Underdrain, 6"	FT	0	0	83.00	\$ 17.55	\$ 1,456.65	83.00	\$ 1,456.65	100%	83.00	\$ 1,456.65	100%
26	Underdrain Structure Tap	EA	0	0	1.00	\$ 200.00	\$ 200.00	1.00	\$ 200.00	100%	1.00	\$ 200.00	100%
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ 11,676.65		\$ 1,656.65			\$ 11,676.65	
TOTAL FROM OTHER SHEETS						\$ 187,697.50		\$ 179,682.63		\$ 6,650.90		\$ 179,682.62	
GRAND TOTAL						\$ 187,697.50		\$ 191,359.28		\$ 8,307.55		\$ 191,359.27	100%







CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Catherine Industrial Rehab

NOVI PROJECT NO.: 15-2303

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.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

[Handwritten signature of Aaron J. Staup]

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 2/16/16

Fonson Company, Inc.
Contractor Company

Date: 12-27-15

Contractor Authorized Signature

By: JOHN HEAVEY
Print Name

[Handwritten signature of Brian Coburn]

By: Brian Coburn, PE., Engineering Senior Manager

Dated: 2/16/16

OHM Advisors
Consultant Firm

Date: 2/8/16

Consultant Authorized Signature

By: JACOB RUSHLOW
Print Name

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

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

OHIO FARMERS INSURANCE COMPANY BOND NO. 3190602

TO OWNER:

OWNER'S PROJECT NO.: \_\_\_\_\_

City of Novi

Novi, MI

DATE OF CONTRACT:

PROJECT:

(Insert name, address and description of Project)

City of Novi

Catherine Industrial Road

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

Fonson Company, Inc.

7644 Whitmore Lake Rd.

Brighton, MI 48116

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

City of Novi

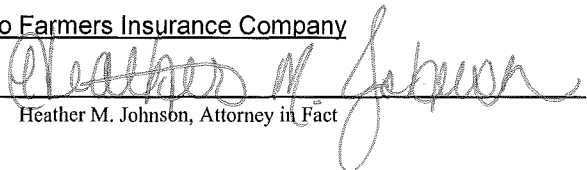
Novi, MI

as stated in said Surety's bond.

Dated: December 22, 2015

Ohio Farmers Insurance Company

By:

  
Heather M. Johnson, Attorney in Fact



General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DAN G. HINES, TERRI L. MAHAKIAN, HEATHER M. JOHNSON, JOINTLY OR SEVERALLY

of ANN ARBOR and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 09th day of AUGUST A.D., 2011 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

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

State of Ohio County of Medina ss.:

On this 09th day of AUGUST A.D., 2011 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22 day of December A.D., 2015



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

RIDER TO CHANGE AMOUNT OF SURETYSHIP

FOR USE ON BONDS OTHER THAN FIDELITY

To be attached to and form part of

Performance, Payment, Maintenance and Guarantee Bonds (TYPE OF BOND)

No 3190602

issued by

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

in favor of

City of Novi, Novi, MI

Obligee on behalf of Fonson Company, Inc.

Principal in the amount of One Hundred Eighty-Seven Thousand Six Hundred Ninety-Seven and 50/100

Dollars (\$ 187,697.50), effective the 21st day of July, 2015

It is hereby agreed that effective the 22nd day of December, 2015, the amount of this bond shall be INCREASED to One Hundred Ninety-One Thousand Three Hundred Fifty-Nine and 27/100

Dollars (\$ 191,359.27) (New Amount)

The Surety's liability prior to the effective date of the change in amount shall not exceed One Hundred Eighty-Seven Thousand Six Hundred Ninety-Seven and 50/100 (Previous Amount)

Dollars (\$ 187,697.50) (Previous Amount), and after said date shall not exceed One Hundred Ninety-One Thousand Three Hundred Fifty-Nine and 27/100 (New Amount)

Dollars (\$ 191,359.27) (New Amount)

However, the Surety's liability shall not be cumulative or in any event exceed in the aggregate the larger amount.

SIGNED AND DATED this 22nd day of December, 2015

ACCEPTED:

Fonson Company, Inc. Principal

City of Novi Obligee

By: JOHN HEWESY EST. & CONST. MGR. Principal

By Title

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY
By Heather M. Johnson Attorney-in-Fact

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

POWER NO. 2140082 01

General  
Power  
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**DAN G. HINES, TERRI L. MAHAKIAN, HEATHER M. JOHNSON, JOINTLY OR SEVERALLY**

of ANN ARBOR and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 09th day of AUGUST A.D., 2011.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

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

State of Ohio  
County of Medina ss.:

On this 09th day of AUGUST A.D., 2011, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*

William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22 day of December A.D., 2015



*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

Estimating & Construction Manager of the Fonson Company, Inc.,  
(Title) (Firm Name)

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

Catherine Industrial Rehab  
(Description of Improvement)

located at: \_\_\_\_\_

The total amount of the contract is \$192,959.27 of which I have received payment of \$173,430.85 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
Asphalt Specialists, Inc.	Subcontractor	\$61,050.62	\$61,050.62	\$0.00	0.0%	\$0.00
Edw. C. Levy, Co.	Aggregates Supplier	\$960.13	\$960.13	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video	Subcontractor	\$900.00	\$900.00	\$0.00	0.0%	\$0.00
GM & Sons, Inc.	Subcontractor	\$14,528.00	\$14,528.00	\$0.00	0.0%	\$0.00
HD Supply Waterworks, LTD	Materials Supplier	\$12,224.22	\$12,224.22	\$0.00	0.0%	\$0.00
Stonco, Inc.	Aggregates Supplier	\$13,992.71	\$13,992.71	\$0.00	0.0%	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
<b>TOTALS</b>		<b>\$103,655.68</b>	<b>\$103,655.68</b>	<b>\$0.00</b>		<b>\$0.00</b>

**RECAPITULATION**

Amount of Original Contract: <u>          \$187,697.50</u>	Work Completed to Date: <u>          \$192,959.27</u>
Plus: Extras to Contract: <u>          \$3,661.77</u>	Less: Total Retainage: <u>                  \$0.00</u>
Total: Contract plus Extras: <u>          \$192,959.27</u>	Less: Amount Previously Paid: <u>          \$173,430.85</u>
Less: Credits to Contract: <u>                                  </u>	Less: Amount of this Request: <u>          \$19,528.42</u>
<b>Total: Adjusted Contract: <u>          \$192,959.27</u></b>	<b>Total Balance Due: <u>                  \$0.00</u></b>

Signed this 27th day of January, 2016

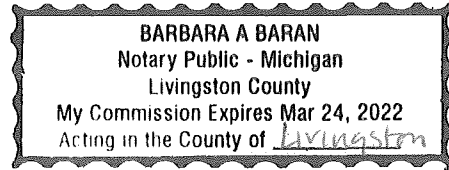
Name: John Heavey  
(individual/corporation/partnership)

By: [Signature]  
Estimating & Construction Manager

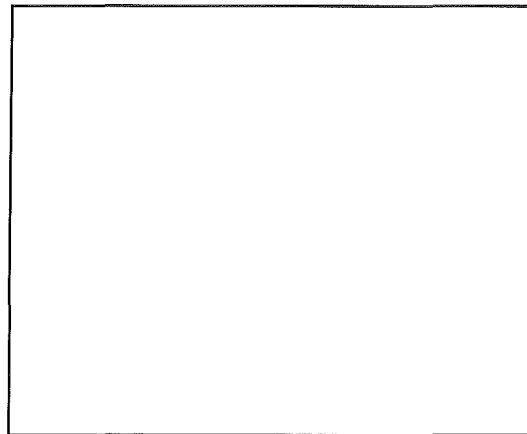
Attest: Carrie L. Miller  
(Title)

Subscribed and sworn to before me this 27th day of January, 2016

Notary Public: Barbara A. Baran



NOTARY SEAL







## 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 Catherine Industrial Road  
(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: 2-2-11

Diana Palazzola  
(Signature of Lien Claimant)

Diana Palazzola  
(Printed Name of Lien Claimant)

Credit Manager  
(Title of Lien Claimant)

Company Name: Asphalt Specialists, INC.

Address: 1780 E. Highwood, Pontiac MI

Telephone: 248-334-4570

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

# 2187



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Signed on: 2/2/2016 Karen L Tarter  
(Signature of Lien Claimant)

KAREN L TARTER  
(Printed Name of Lien Claimant)

ASST CREDIT MANAGER  
(Title of Lien Claimant)

Company Name: Edward C. Levy Co.

Address: 26268 Network Place, Chicago IL

Telephone: 313-843-7200

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Signed on: 2/3/16

**Cynthia Stirling  
Hurley**

Digitally signed by Cynthia Stirling Hurley  
DN: cn=Cynthia Stirling Hurley, o=Finishing Touch  
Photo & Video, ou,  
email=HurleyPhotography@comcast.net, c=US  
Date: 2016.02.03 09:45:45 -05'00'

(Signature of Lien Claimant)

Cynthia Stirling Hurley

(Printed Name of Lien Claimant)

Officer

(Title of Lien Claimant)

Company Name: Finishing Touch Photo & Video

Address: 29095 25 Mile Road, Chesterfield MI

Telephone: 586-749-3340

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(Prime Contracting Party)

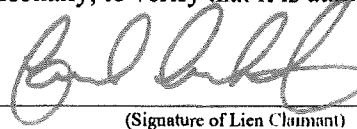
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Signed on: 02/02/2016



(Signature of Lien Claimant)

Karl Schweitzer  
(Printed Name of Lien Claimant)

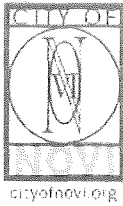
Manager  
(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

Address: 6784 Whitmore Lake Road, Whitmore Lake MI

Telephone: 734-929-1259

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Signed on: 2-2-16

Kathy Anderson  
(Signature of Lien Claimant)

KATHY ANDERSON  
(Printed Name of Lien Claimant)

credit manager  
(Title of Lien Claimant)

Company Name: HD Supply Waterworks, LTD

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

Telephone: 734-480-2211

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Signed on: 2-2-2016 *George Armstrong*  
(Signature of Lien Claimant)

George Armstrong  
(Printed Name of Lien Claimant)

A.R. / Credits  
(Title of Lien Claimant)

Company Name: Stoneco of Michigan

Address: 2575 Haggerty Road, Ste. 100, Canton MI

Telephone: 734-241-8966

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