



## CITY of NOVI CITY COUNCIL

**Agenda Item R**  
**March 13, 2017**

**SUBJECT:** Approval of the final payment to L.J. Construction, Inc., for the ITC Pathway – Phase 1A project in the amount of \$45,046.97, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 45,046.97</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 354,956 (Parks Fund)</b> <b>\$ 211,972 (Municipal Street Fund)</b>
<b>LINE ITEM NUMBER</b>	<b>208-691.00-977.105 (Parks Fund)</b> <b>204-204.00-977.105 (Municipal Street Fund)</b>

### BACKGROUND INFORMATION:

This project consisted of an approximate 1.65 mile long, 10-foot wide, asphalt pathway between ITC Community Sports Park and Garfield Road (see attached location map). The entire Phase 1A portion of the pathway is located along the ITC transmission corridor or ITC property. The pathway also included the construction of a 500-foot long, 14-foot wide wooden boardwalk and multiple swing gate bollards to prohibit access to motorized vehicles. The construction contract was awarded for this project at the February 29, 2016 City Council meeting to L.J. Construction, Inc. in the amount of \$640,980.

Engineering staff worked with the engineering consultant for this project, URS Corporation to review and verify the final contract payment amount of \$45,046.97 that is due to the contractor (Final Pay Estimate No. 6, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's February 17, 2017 letter).

There were three (3) approved change orders (mainly attributed to additional costs for the boardwalk) issued for this project resulting in an increase of \$42,359.39 to the construction contract, or 6.61% over the awarded amount. The approved change orders resulted in a final contract price of \$683,339.39.

**RECOMMENDED ACTION:** Approval of the final payment to L.J. Construction, Inc., for the ITC Pathway – Phase 1A project in the amount of \$45,046.97, plus interest earned on retainage.



# GREENWAYS DEVELOPEMT PATHWAY - PHASE 1A (ITC Community Sports Park to Nine Mile)

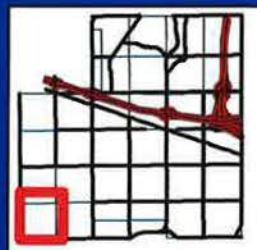
Location Map



Map Author: A. Wayne  
 Date: 2/19/2016  
 Project:  
 Version #:  
 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





## ITC TRAIL – PHASE 1A



East-end of the 500-foot long Boardwalk, just west of Garfield Road.



New 10-foot wide asphalt pathway along Deer Run, in the ITC Corridor.



Pathway spurs to and from the new ITC Trail at Park Place and Deer Run.



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 17, 2017

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

**Re: *ITC Trail Phase 1A – L.J. Construction, Inc.  
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for ITC Trail Phase 1A:

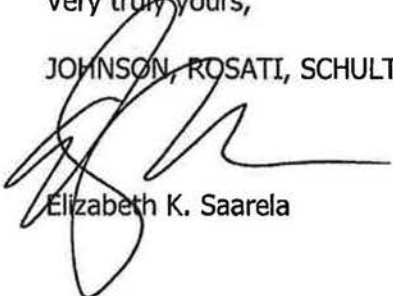
1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien
5. Maintenance and Guarantee Bond Rider

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. A Rider increasing the Maintenance Bond has been provided to cover the increased project cost. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien, without any conditions as noted on the current waiver, at the time it receives final payment.

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

Very truly yours,

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



Elizabeth K. Saarela

February 17, 2017

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Enclosures

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





# CITY OF NOVI

Balance Due This Payment = \$ 45,046.97

PURCHASE ORDER NO.

94741

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> ITC Trail - Phase 1A	<b>NOVI PROJECT NO.:</b> 16-5001	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> URS Corporation 27777 Franklin Road, Suite 2000 Southfield, Michigan 48034 (248) 204-5900	<b>CONTRACTOR:</b> L. J. Construction, Inc. 5863 S. Kingston Road Clifford, Michigan 48727 (989) 761-0131
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$640,980.00	<b>ORIGINAL:</b> October 28, 2016	<b>FROM:</b> November 7, 2016
<b>REVISED:</b> \$683,339.39	<b>REVISED:</b>	<b>TO:</b> January 16, 2017
<b>ACTUAL:</b> October 12, 2016		

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	CONSTR. INSPECTION "CREW DAY"	CD	62.00	\$ 640.00	\$ 39,680.00	62.00	\$ 640.00	\$ 39,680.00	0.50	\$ 320.00	1%	45.00	\$ 28,800.00	73%
1	Mobilization (Max. \$20,000)	LS	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00				1.00	\$ 20,000.00	100%
2	Maintaining Traffic	LS	1.00	\$ 10,500.00	\$ 10,500.00	1.00	\$ 10,500.00	\$ 10,500.00				1.00	\$ 10,500.00	100%
3	Construction Access	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
4	Tree, Rem, 8" to 18" Diameter	EA	21.00	\$ 250.00	\$ 5,250.00	21.00	\$ 250.00	\$ 5,250.00				21.00	\$ 5,250.00	100%
5	Tree, Rem, 19" to 36" Diameter	EA	3.00	\$ 850.00	\$ 2,550.00	0.00	\$ 850.00	\$ -				0.00	\$ -	
6	Tree, Rem, 37" or Larger Dia.	EA	1.00	\$ 1,500.00	\$ 1,500.00	2.00	\$ 1,500.00	\$ 3,000.00				2.00	\$ 3,000.00	100%
7	Masonry and Conc. Structure, Rem	CY	4.00	\$ 150.00	\$ 600.00	2.00	\$ 150.00	\$ 300.00				2.00	\$ 300.00	100%
8	Pathway Grading	LF	5398.00	\$ 10.50	\$ 56,679.00	5218.00	\$ 10.50	\$ 54,789.00				5218.00	\$ 54,789.00	100%
9	Subgrade Undercutting, Type II	CY	300.00	\$ 22.00	\$ 6,600.00	47.00	\$ 22.00	\$ 1,034.00				47.00	\$ 1,034.00	100%
10	Silt Fence	LF	5550.00	\$ 1.50	\$ 8,325.00	2968.00	\$ 1.50	\$ 4,452.00				2968.00	\$ 4,452.00	100%
11	Inlet Filter	EA	1.00	\$ 125.00	\$ 125.00	2.00	\$ 125.00	\$ 250.00				2.00	\$ 250.00	100%
12	Agg Base, 21AA Limestone, 6-inch	SY	6272.00	\$ 8.50	\$ 53,312.00	6360.00	\$ 8.50	\$ 54,060.00				6360.00	\$ 54,060.00	100%
13	Sewer, CI E, 12-inch	LF	130.00	\$ 35.00	\$ 4,550.00	0.00	\$ 35.00	\$ -				0.00	\$ -	
14	Dr. Structure, 24-inch Dia.	EA	2.00	\$ 950.00	\$ 1,900.00	0.00	\$ 950.00	\$ -				0.00	\$ -	
15	Dr. Structure Cover, Type G	EA	2.00	\$ 400.00	\$ 800.00	0.00	\$ 400.00	\$ -				0.00	\$ -	
16	Dr. Structure, Tap, 12-inch	EA	1.00	\$ 500.00	\$ 500.00	0.00	\$ 500.00	\$ -				0.00	\$ -	
17	Dr. Structure Cover, Adj, Case 1	EA	1.00	\$ 400.00	\$ 400.00	0.00	\$ 400.00	\$ -				0.00	\$ -	
18	Culvert, CI E, 12-inch	LF	100.00	\$ 35.00	\$ 3,500.00	82.00	\$ 35.00	\$ 2,870.00				82.00	\$ 2,870.00	100%
19	Culvert End Section, 12-inch	EA	3.00	\$ 525.00	\$ 1,575.00	8.00	\$ 525.00	\$ 4,200.00				8.00	\$ 4,200.00	100%
20	Boardwalk	SY	822.00	\$ 190.00	\$ 156,180.00	822.00	\$ 190.00	\$ 156,180.00				822.00	\$ 156,180.00	100%
21	Helical Pile	EA	136.00	\$ 625.00	\$ 85,000.00	136.00	\$ 625.00	\$ 85,000.00				136.00	\$ 85,000.00	100%
22	Helical Pile Equipment, Furn.	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ 25,000.00				1.00	\$ 25,000.00	100%
23	Obstruction Removal, Unexpected	DLRs	2000.00	\$ 1.00	\$ 2,000.00	0.00	\$ 1.00	\$ -				0.00	\$ -	
24	Expansion Joint, Cover Plate	FT	28.00	\$ 100.00	\$ 2,800.00	28.00	\$ 100.00	\$ 2,800.00				28.00	\$ 2,800.00	100%

TOTAL THIS SHEET

\$ 451,146.00

\$ 431,185.00

\$ -

\$ 431,185.00

100%







# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: ITC Trail - Phase 1A

NOVI PROJECT NO.: 16-5001

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	%
41	Sidewalk Ramp, Conc. 6-inch	SFT	0	0	486.00	\$ 6.75	\$ 3,280.50				486.00	\$ 3,280.50	100%
42	1 x 3 Stone	Ton	0	0	879.55	\$ 23.00	\$ 20,229.65				879.55	\$ 20,229.65	100%
43	Geo Separator, Mirafli 550X	Syd	0	0	0.00	\$ 1.00	\$ -				0.00	\$ -	
44	Geo Structural, Mirafli RS580i	Syd	0	0	5000.00	\$ 4.50	\$ 22,500.00				5000.00	\$ 22,500.00	100%
45	Bollard, Swing Gate, Lockable	Ea	0	0	6.00	\$ 1,075.00	\$ 6,450.00				6.00	\$ 6,450.00	100%
46	Helical Piles, Add Depth	LS	0	0	1.00	\$ 13,286.70	\$ 13,286.70				1.00	\$ 13,286.70	100%
47	Aggregate Base, 21AA (Ton)	Ton	0	0	220.60	\$ 15.74	\$ 3,472.24				220.60	\$ 3,472.24	100%
48	Gate at Deer Run	LS	0	0	1.00	\$ 3,678.00	\$ 3,678.00				1.00	\$ 3,678.00	100%
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	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 72,897.09		\$ -		\$ 72,897.09		
TOTAL FROM OTHER SHEETS					\$ 640,980.00		\$ 610,442.30		\$ -		\$ 610,442.30		
GRAND TOTAL					\$ 640,980.00		\$ 683,339.39		\$ -		\$ 683,339.39	100%	







# CITY OF NOVI

26300 Lee BeGole Dr.  
Novi, Michigan 48375  
Tel: (248) 347-0454  
Fax: (248) 735-6659

## Section 3.

### APPLICATION FOR FINAL PAYMENT

PROJECT: ITC Trail - Phase 1A      NOVI PROJECT NO.: 16-5001      PAYMENT NO.: FINAL

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

**Brian M. Umphrey** Digitally signed by Brian M. Umphrey  
Date: 2017.02.13 10:32:44 -05'00'


**L. J. Construction, Inc.**  
CONTRACTOR - Electronic Signature Certification

**Koskinen, Mark** Digitally signed by Koskinen, Mark  
DN: dc=com, dc=aecomnet, dc=na, ou=AECOMUsers,  
ou=AMER, ou=US, ou=USSHF1, cn=Koskinen, Mark  
Date: 2017.02.13 11:19:00 -05'00'

**URS Corporation**  
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

 Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering  
Division, email=astaup@cityofnovi.org, c=US  
Date: 2017.02.13 11:33:09 -05'00'

**Aaron J. Staup, Construction Engineering Coordinator**  
Electronic Signature Certification

 Digitally signed by George Melistas  
DN: cn=George Melistas, o=City of Novi, ou=Engineering  
Division, email=gmelistas@cityofnovi.org, c=US  
Date: 2017.02.13 11:41:51 -05'00'

**George Melistas, Senior Engineering Manager**  
Electronic Signature Certification

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

**CONSENT OF SURETY  
TO FINAL PAYMENT**

- OWNER
- ARCHITECT
- CONTACTOR
- SURETY
- OTHER

Following the form of AIA Document G707

TO OWNER: (Name, Address)

City of Novi  
45175 Ten Mile Rd.  
Novi, MI 48375

PROJECT: (Name, Address)

ITC Trail Phase 1A Project, Novi, MI

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: ITC Trail

CONTRACT DATE:

BOND NUMBER: **BD744270**

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

**Nationwide Mutual Insurance Company**  
1100 Locust St.  
Des Moines, IA 50391

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

**L. J. Construction, Inc.**  
5863 S. Kingston Rd.  
Clifford, MI 48727

, CONTRACTOR,

hereby approves the FINAL PAYMENT TO THE Contractor, and agrees that final payment to the Contractor shall not relieve the surety of any of its obligations to (here insert name and address of Owner)

**City of Novi**  
45175 Ten Mile Rd.  
Novi, MI 48375

, OWNER,

as set forth in the said Surety's Bond.

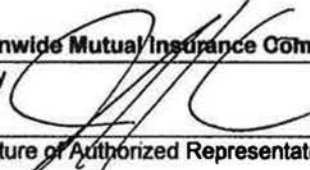
IN WITNESS WHEREOF,  
the Surety has hereunto set its hand this **18th** Day of **January**, **2017**

Attest:  
(Seal):



**Nationwide Mutual Insurance Company**

Surety



Signature of Authorized Representative

**James S. Kurowski, Attorney in Fact**

Title



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

**JAMES S. KUROWSKI**

**GAIL A. KUROWSKI**

## GRAND LEDGE MI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**FOUR MILLION AND NO/100 DOLLARS**

**\$ 4,000,000.00**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

## ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Abitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

## CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 18th day of January, 20 17.

  
Secretary

This Power of Attorney Expires 11/17/18

BDJ 1(03-14) 00

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## GENERAL PURPOSE RIDER

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To be attached to and form a part of Bond No. BD744270 issued by the Nationwide Mutual Insurance Company in the amount of \$640,980.00 DOLLARS on behalf of L.J. Construction, Inc. as Principal and in favor of City of Novi, Michigan.

Now, Therefore, it is agreed that:

**The Maintenance and Guarantee bond shall be increased to \$683,339.39.**

It is further agreed and understood that all other terms and conditions of this bond shall remain unchanged.

This rider shall be effective this 18th day of January, 2017.

Signed, sealed, and dated this 18th day of January, 2017.


L.J. Construction, Inc.

By:

  
LAURENCE F. JOHNSON President

Nationwide Mutual Insurance Company

By:

  
James S. Kurowski  
Attorney-in-Fact



**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

**JAMES S. KUROWSKI**

**GAIL A. KUROWSKI**

**GRAND LEDGE MI**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**FOUR MILLION AND NO/100 DOLLARS**

**\$ 4,000,000.00**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

**ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

**CERTIFICATE**

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 18<sup>th</sup> day of January, 20 17.

  
Secretary

This Power of Attorney Expires 11/17/18



## 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 TUSCOLA

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

Controller of the H.I. Construction, Inc.  
(Title) (Firm Name)

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

ITC TRAIL PHASE 1A  
(Description of Improvement)

located at: NOVI, MICHIGAN

The total amount of the contract is 683,339.39 of which I have received payment of 649,172.42 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 14 day of December, 20 16

Name: L. J. Construction, Inc.  
(individual/corporation/partnership)

By: Brian M. Gray (Title) Controller  
Attest: [Signature] (Title) Pres.

Subscribed and sworn to before me this 14th day of December, 20 16

Notary Public: Mary E. Jocham

MARY E. JOCHAM  
Notary Public, State of Michigan  
County of Tuscola  
My Commission Expires Feb. 11, 2019  
Acting in the County of TUSCOLA

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
FloPwCR Cement	HMA ✓	123,475.53	123,475.53	- 0 -	#DIV/0!	\$0.00
State Barricades	Signs ✓	2,753.76	2,753.76	- 0 -	#DIV/0!	\$0.00
P.K. Contracting	Pavement/ Markings	640.00	640.00	- 0 -	#DIV/0!	\$0.00
OWEN TREE SERVICE	TREE Removal	3,025	3,025.00	- 0 -	#DIV/0!	\$0.00
Precision FOUNDATION SYSTEMS	Medical P.R.C.S ✓	75,486.00	75,486.00	- 0 -	#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
					#DIV/0!	\$0.00
<b>TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

**RECAPITULATION**

Amount of Original Contract: _____	Work Completed to Date: _____
Plus: Extras to Contract: _____	Less: Total Retainage: _____
Total: Contract plus Extras: <u>          \$0.00          </u>	Less: Amount Previously Paid: <u>          \$0.00          </u>
Less: Credits to Contract: _____	Less: Amount of this Request: _____
Total: Adjusted Contract: <u>          \$0.00          </u>	Total Balance Due: <u>          \$0.00          </u>

**FULL UNCONDITIONAL WAIVER**

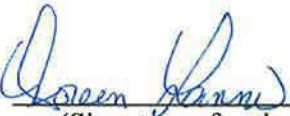
I/We have a Contract with L.J. Construction, Inc.

To Provide: HMA Paving

For the improvement to the property described ITC Trail Phase 1A, Novi

**Having Been Fully Paid and All Terms of Contract Being Fulfilled; all My/Our Construction Lien Rights Against Such Property are Hereby Waived.**

Florence Cement Company  
(Name of lien claimant)

By:  Signed On: 9-9-16  
(Signature of authorized lien claimant) (Date)

**DOREEN LANNI**

Title: Controller

Florence Cement Company  
12585 23 Mile Road  
Shelby Township, MI 48315

**FULL UNCONDITIONAL WAIVER**

I/We have a Contract with L.J. Construction, Inc.

To Provide: Signs

For the improvement to the property described as **ITC Trail Phase IA, Novi**

**Having Been Fully Paid and All Terms of Contract Being Fulfilled; all My/Our Construction Lien Rights Against Such Property are Hereby Waived.**

State Barricades, Inc.  
(Name of lien claimant)

By: Vanessa Hadley Signed On: 10-24-16  
(Signature of authorized lien claimant) (Date)  
VANESSA HADLEY  
Title: Secretary

State Barricades, Inc.  
24806 Industrial Hwy.  
Warren, MI 48089



**FULL UNCONDITIONAL WAIVER**

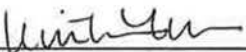
I/We have a Contract with L.J. Construction, Inc.

To Provide: Pavement Markings

For the improvement to the property described as **ITC Trail Phase IA, Novi**

**Having Been Fully Paid and All Terms of Contract Being Fulfilled; all My/Our Construction Lien Rights Against Such Property are Hereby Waived.**

P.K. Contracting, Inc.  
(Name of lien claimant)

By:  Signed On: 10/25/16  
(Signature of authorized lien claimant) (Date)

Title: Kristen McDonald, Agent

P.K. Contracting, Inc.  
1965 Barrett Drive  
Troy, MI 48084

**FULL UNCONDITIONAL WAIVER**

I/We have a Contract with L.J. Construction, Inc.

To Provide: Tree & Stump Removals

For the improvement to the property described ITC Trail Phase 1A, Novi

**Having Been Fully Paid and All Terms of Contract Being Fulfilled; all My/Our Construction Lien Rights Against Such Property are Hereby Waived.**

Owen Tree Service, Inc.  
(Name of lien claimant)

By: Randy Owen Signed On: 7/28/2014  
(Signature of authorized lien claimant) (Date)  
RANDY OWEN

Title: president

Owen Tree Service, Inc.  
225 N. George Lake Road  
Attica, MI 48412



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with L. J. Construction, Inc. to provide  
(Prime Contracting Party)

Helical Piers for the improvement of the property  
(Type of service)

described as ITC TRAIL - PHASE 1A  
(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: 12-14-16

[Signature]  
(Signature of Lien Claimant)

Russell Hastings  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: Precision Foundation Systems, LLC

Address: 1353 East Fairview Lane, Rochester Hills, MI 48306

Telephone: 248-652-9428

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



**FULL CONDITIONAL WAIVER OF LIEN**

(M.S.A. 570.1115(8)(d))

My/our contract with the City of Novi to provide: Trail Construction

For the improvement to the property described as ITC Trail Phase 1A

Having been fully paid and satisfied, all my/our construction lien rights are hereby waived and released.

This waiver is conditioned on actual payment of \$34,166.97

This the 15th day of December, 2016

L.J. Construction, Inc.

Brian M. Unphrey

Printed Name of Lien Claimant

Brian M. Unphrey

Authorized Signature of Lien Claimant

Controller

Title

5863 S. Kingston Road

Clifford, MI 48727

Address