

Lakeshore Park Tunnel Replacement - Location Map



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.

0 0.075 0.15 0.3 0.45

1 inch = 752 feet



Map Print Date:
1/30/2023



City of Novi

45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Lakeshore Park Tunnel

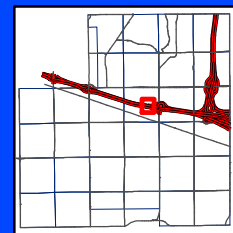
Location Map



Map Author: Jokic
Date: 06/08/2022
Project: Lakeshore Park Tunnel
Version #: 1.0

MAP INTERPRETATION NOTICE

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City of Novi

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



0 5 10 20 30
Feet
1 inch = 42 feet

LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT



Before – Park side (south)



After – Park side (south)



Before – Inside tunnel



After – Inside tunnel



Before – Beach side (north)



After – Beach side (north)

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 6, 2024

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

Re: Lakeshore Park Pedestrian Tunnel Replacement – Fonson Company, Inc.

Dear Mr. Staup:

We have received and reviewed closing documents for the Lakeshore Park Pedestrian Tunnel Replacement Project:

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

The closing documents appear to be in order. The Maintenance Bond in the original project amount is sufficient for the final contract amount. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Sheet 1 of 6

Balance Due This Payment = \$ 30,134.74

PURCHASE ORDER NO.

97246

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

APPLICATION FOR FINAL PAYMENT

PROJECT:	LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT	NOVI PROJECT NO.:	23-8101	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	AECOM-Great Lakes 39575 Lewis Drive, Suite 400 Novi, Michigan 48377 (248) 204-5900	CONTRACTOR:	Fonson Company, Inc. 7644 Whitmore Lake Road Brighton, Michigan 48116 (810) 217-4528
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$601,961.00	ORIGINAL:	June 9, 2023	FROM:	November 16, 2023
REVISED:	\$613,389.11	REVISED:		TO:	January 26, 2024
		ACTUAL:			

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - C.I.P. ITEMS 401-752.00-977.038 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	Crew Days - Division 1 - CIP Items	CD	30.00	\$ 800.00	\$ 24,000.00	30.00	\$ 800.00	\$ 24,000.00				19.25	\$ 15,400.00	64%
0	Crew Days - Division 2 - Drains	CD	40.00	\$ 800.00	\$ 32,000.00	40.00	\$ 800.00	\$ 32,000.00				32.25	\$ 25,800.00	81%
0	Crew Days - Division 3	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 4	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 5	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
	TOTAL CREW DAYS		70.00	\$ 800.00	\$ 56,000.00	70.00	\$ 800.00	\$ 56,000.00	0.00			51.50	\$ 41,200.00	74%
1	Mobilization (10%)	LS	1.00	\$ 25,698.43	\$ 25,698.43	1.00	\$ 25,698.43	\$ 25,698.43				1.00	\$ 25,698.43	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$ 725.00	\$ 725.00	1.00	\$ 725.00	\$ 725.00				1.00	\$ 725.00	100%
3	Maintaining Traffic	LS	1.00	\$ 4,907.59	\$ 4,907.59	1.00	\$ 4,907.59	\$ 4,907.59				1.00	\$ 4,907.59	100%
4	Tree & Stump, Rem, 6-inch to 18-inch	EA	2.00	\$ 500.00	\$ 1,000.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
5	HMA Surface, Remove	SY	243.00	\$ 12.00	\$ 2,916.00	243.00	\$ 12.00	\$ 2,916.00				243.00	\$ 2,916.00	100%
6	Sidewalk, Remove	SY	102.00	\$ 16.00	\$ 1,632.00	102.00	\$ 16.00	\$ 1,632.00				102.00	\$ 1,632.00	100%
7	Guardrail, Remove	LF	94.00	\$ 12.00	\$ 1,128.00	94.00	\$ 12.00	\$ 1,128.00				94.00	\$ 1,128.00	100%
8	Hand Rail, Remove	LF	104.00	\$ 9.00	\$ 936.00	104.00	\$ 9.00	\$ 936.00				104.00	\$ 936.00	100%
9	Subgrade Undercutting, Special 1x3	CY	100.00	\$ 67.00	\$ 6,700.00	29.85	\$ 67.00	\$ 2,000.00				29.85	\$ 2,000.00	100%
10	Roadway Grading	STA	0.83	\$ 4,923.00	\$ 4,086.09	0.83	\$ 4,923.00	\$ 4,086.09				0.83	\$ 4,086.09	100%
11	Erosion Control, Silt Fence	LF	500.00	\$ 3.00	\$ 1,500.00	198.00	\$ 3.00	\$ 594.00				198.00	\$ 594.00	100%
12	Agg Base, 21AA, Limestone, 9-inch	SY	288.00	\$ 18.00	\$ 5,184.00	257.20	\$ 18.00	\$ 4,629.60				257.20	\$ 4,629.60	100%
13	Tensar, TX5 Geogrid	SY	288.00	\$ 9.00	\$ 2,592.00	183.73	\$ 9.00	\$ 1,653.57				183.73	\$ 1,653.57	100%
14	HMA, 3EML	TON	45.00	\$ 240.00	\$ 10,800.00	39.40	\$ 240.00	\$ 9,456.00				39.40	\$ 9,456.00	100%
15	HMA, 5EML	TON	45.00	\$ 380.00	\$ 17,100.00	45.71	\$ 380.00	\$ 17,369.80				45.71	\$ 17,369.80	100%
16	Shoulder, Cl II, 6-inch	SY	11.00	\$ 67.00	\$ 737.00	11.00	\$ 67.00	\$ 737.00				11.00	\$ 737.00	100%
17	DPS Structure Cover, Adj, Case 1	EA	1.00	\$ 872.00	\$ 872.00	1.00	\$ 872.00	\$ 872.00				1.00	\$ 872.00	100%
18	DPS Structure Cover, Adj, Case 2	EA	1.00	\$ 254.00	\$ 254.00	0.00	\$ 254.00	\$ -				0.00		
19	Sidewalk, Conc, 4-inch	SF	1703.00	\$ 10.00	\$ 17,030.00	2048.00	\$ 10.00	\$ 20,480.00				2048.00	\$ 20,480.00	100%
20	Galvanized Hand Rail	LF	91.00	\$ 205.00	\$ 18,655.00	93.90	\$ 205.00	\$ 19,249.50				93.90	\$ 19,249.50	100%
21	Guardrail Apprch Terminal, Type 2M	EA	1.00	\$ 6,475.00	\$ 6,475.00	1.00	\$ 6,475.00	\$ 6,475.00				1.00	\$ 6,475.00	100%
22	Guardrail, Type MGS-8	LF	35.00	\$ 111.00	\$ 3,885.00	35.00	\$ 111.00	\$ 3,885.00				35.00	\$ 3,885.00	100%
23	Surface Restoration	LS	1.00	\$ 7,504.76	\$ 7,504.76	1.00	\$ 7,504.76	\$ 7,504.76				1.00	\$ 7,504.76	100%
24	Sign, Type III, Erect, Salvage	EA	4.00	\$ 75.00	\$ 300.00	0.00	\$ 75.00	\$ -				0.00		

TOTAL THIS SHEET

\$ 142,617.87

\$ 137,435.34

\$ -

\$ 137,435.34

100%

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

PROJECT: LAKESHORE PARK PEDESTRIAN
TUNNEL REPLACEMENT

NOVI PROJECT NO.:	23-8101
CIP NO.:	N/A

PAYMENT NO.:	FINAL
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COST OF COMPLETED WORK TO DATE

[illegible]

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN
TUNNEL REPLACEMENT

NOVI PROJECT NO.: 23-8101
CIP NO.: N/A

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 2 - DRAINS 211-445.00-977.038	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	%
41	Mobilization (10%)	LS	1.00	\$ 34,065.36	\$ 34,065.36	1.00	\$ 34,065.36	\$ 34,065.36				1.00	\$ 34,065.36	100%
42	Maintaining Traffic	LS	1.00	\$ 6,505.41	\$ 6,505.41	1.00	\$ 6,505.41	\$ 6,505.41				1.00	\$ 6,505.41	100%
43	Structures, Remove	LS	1.00	\$ 17,632.91	\$ 17,632.91	1.00	\$ 17,632.91	\$ 17,632.91				1.00	\$ 17,632.91	100%
44	Aggregate, 6A	CY	8.00	\$ 160.00	\$ 1,280.00	0.00	\$ 160.00	\$ -				0.00	\$ -	
45	Excavation, Foundation	CY	1911.00	\$ 19.00	\$ 36,309.00	1911.00	\$ 19.00	\$ 36,309.00				1911.00	\$ 36,309.00	100%
46	Backfill, Structure, CIP	CY	1061.00	\$ 46.00	\$ 48,806.00	1061.00	\$ 46.00	\$ 48,806.00				1061.00	\$ 48,806.00	100%
47	Culv, Precast, 10x8, Install	LF	62.00	\$ 2,310.00	\$ 143,220.00	62.00	\$ 2,310.00	\$ 143,220.00				62.00	\$ 143,220.00	100%
48	Culv, Bedding, Box Culvert	CY	86.00	\$ 106.00	\$ 9,116.00	85.90	\$ 106.00	\$ 9,105.40				85.90	\$ 9,105.40	100%
49	Water Main Protection Cradle	LS	1.00	\$ 4,452.00	\$ 4,452.00	1.00	\$ 4,452.00	\$ 4,452.00				1.00	\$ 4,452.00	100%
50	Membrane, Preformed Waterproofing	SF	1922.00	\$ 4.75	\$ 9,129.50	1922.00	\$ 4.75	\$ 9,129.50				1922.00	\$ 9,129.50	100%
51	Joint Waterproofing	SF	45.00	\$ 60.00	\$ 2,700.00	0.00	\$ 60.00	\$ -				0.00	\$ -	
52	Underdrain, Foundation, 4-inch	LF	272.00	\$ 10.00	\$ 2,720.00	257.00	\$ 10.00	\$ 2,570.00				257.00	\$ 2,570.00	100%
53	Pipe Sleeve, 8-inch	LF	2.00	\$ 137.00	\$ 274.00	2.00	\$ 137.00	\$ 274.00				2.00	\$ 274.00	100%
54	Dr Structure, 60-inch Dia, Special	EA	1.00	\$ 5,560.00	\$ 5,560.00	1.00	\$ 5,560.00	\$ 5,560.00				1.00	\$ 5,560.00	100%
55	Dr Structure Cover, Type Q	EA	1.00	\$ 665.00	\$ 665.00	1.00	\$ 665.00	\$ 665.00				1.00	\$ 665.00	100%
56	Slotted Drain	LF	21.00	\$ 156.00	\$ 3,276.00	21.00	\$ 156.00	\$ 3,276.00				21.00	\$ 3,276.00	100%
57	Underdrain, Subbase, 6-inch	LF	203.00	\$ 15.00	\$ 3,045.00	203.00	\$ 15.00	\$ 3,045.00				203.00	\$ 3,045.00	100%
58	Curb and Gutter, Remove	LF	86.00	\$ 8.00	\$ 688.00	102.00	\$ 8.00	\$ 816.00				102.00	\$ 816.00	100%
59	Underdrain, Subgrade, O-G, 6-inch	LF	183.00	\$ 21.00	\$ 3,843.00	165.00	\$ 21.00	\$ 3,465.00				165.00	\$ 3,465.00	100%
60	Curb and Gutter, Conc, Det F2	LF	86.00	\$ 65.00	\$ 5,590.00	102.00	\$ 65.00	\$ 6,630.00				102.00	\$ 6,630.00	100%
TOTAL FROM THIS SHEET					\$ 338,877.18		\$ 335,526.58		\$ -		\$ 335,526.58			
TOTAL FROM OTHER SHEETS					\$ 263,083.82		\$ 243,548.09		\$ -		\$ 243,548.09			
SUBTOTAL					\$ 601,961.00		\$ 579,074.67		\$ -		\$ 579,074.67		100%	



CITY OF NOVI

Sheet 4 of 6

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

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN
TUNNEL REPLACEMENT

NOVI PROJECT NO.: 23-8101
CIP NO.: N/A

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit			NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
61	Fence, Chain Link, 72-inch (Black Vinyl)	LF	1	401-752.00-977.038	181.00	\$ 72.45	\$ 13,113.45				181.00	\$ 13,113.45	100%
62	Lockable Gate (Black Vinyl)	EA	1	401-752.00-977.038	2.00	\$ 2,766.75	\$ 5,533.50				2.00	\$ 5,533.50	100%
63	Conc Surface Coating	SY	2	211-445.00-977.038	157.30	\$ 76.78	\$ 12,077.49				157.30	\$ 12,077.49	100%
64	Interior Culvert Joint Caulking	LS	2	211-445.00-977.038	1.00	\$ 2,600.00	\$ 2,600.00				1.00	\$ 2,600.00	100%
65	Bolt Cutting and Wall Removal	LS	2	211-445.00-977.038	1.00	\$ 990.00	\$ 990.00				1.00	\$ 990.00	100%
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
78			0	0	0.00	\$ -	\$ -				0.00	\$ -	
79			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
81			0	0	0.00	\$ -	\$ -				0.00	\$ -	
82			0	0	0.00	\$ -	\$ -				0.00	\$ -	
83			0	0	0.00	\$ -	\$ -				0.00	\$ -	
84			0	0	0.00	\$ -	\$ -				0.00	\$ -	
85			0	0	0.00	\$ -	\$ -				0.00	\$ -	
86			0	0	0.00	\$ -	\$ -				0.00	\$ -	
87			0	0	0.00	\$ -	\$ -				0.00	\$ -	
88			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 34,314.44		\$ -			\$ 34,314.44	
TOTAL FROM OTHER SHEETS						\$ 601,961.00	\$ 579,074.67		\$ -			\$ 579,074.67	
GRAND TOTAL						\$ 601,961.00	\$ 613,389.11		\$ -			\$ 613,389.11	100%



CITY OF NOVI

Sheet 5 of 6

PURCHASE ORDER NO.

97246

26300 Lee BeGole Dr.

Novi, Michigan 48375

Tel: (248) 347-0454

Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT
NOVI PROJECT NO.: 23-8101
CIP NO.: N/A
PAYMENT NO.: FINAL

Original Contract Amount: \$ 601,961.00

Change Orders: \$ 11,428.11

Adjusted Contract Amount to Date: \$ 613,389.11

Total Cost of Work Performed to Date: \$ 613,389.11

MINUS Retainage: \$ 0%

MINUS Inspection "Crew Days": To Date \$ 51.50

Net Amt. Earned of Contract and Extra Work to Date: This Pay \$ 0.00

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

\$ amount/day = \$1,300

Subtotal: \$ 613,389.11

ADD Incentive "Crew Days", if under: \$ 14,800.00

Subtotal: \$ 628,189.11

MINUS Amount of Previous Payments: \$ 598,054.37

1 \$ 218,609.37
2 \$ 93,816.82
3 \$ 180,546.68
4 \$ 54,154.42
5 \$ 30,732.49
6 \$ 940.50
7 \$ 3,919.36
8 \$ 15,334.73
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT: \$ 30,134.74

CHANGE ORDERS

No.	Date	Amount
1	May 2, 2023	\$ 22,157.24
3	May 18, 2023	\$ 2,754.50
3	June 30, 2023	\$ 990.00
4	September 18, 2023	\$ (14,473.63)
5		
6		
7		
8		
9		
10		

TOTAL: \$ 11,428.11

Inspection "Crew Days" Allowed per Contract:	70.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	70.00
Inspection "Crew Days" Used to Date:	51.50
Inspection "Crew Days" Remaining:	18.50



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:	LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT	NOVI PROJECT NO.:	23-8101	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		

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

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Fonson Company, Inc.
CONTRACTOR - Electronic Signature Certification

AECOM-Great Lakes
CONSULTANT - Electronic Signature Certification

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

BOND NO. 276951Q

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of
Architects, AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:

(Name and address)

City of Novi - Engineering Division
26300 Lee Begole Drive
Novi, MI 48375

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Lakeshore Park Tunnel Replacement

PROJECT:

(Name and address)

Lakeshore Park Tunnel Replacement

CONTRACT DATED:

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

(Insert name and address of Surety)

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH

, SURETY,

on bond of

(Insert name and address of Contractor)

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 of any
of its obligations to

(Insert name and address of Owner)

City of Novi - Engineering Division
26300 Lee Begole Drive
Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 7, 2023

(Insert in writing the month followed by the numeric date and year.)

Attest:

Ryan Foley
Witness Ryan Foley

Westfield Insurance Company

(Surety)

Theresa J Foley
(Signature of authorized representative)

Theresa J Foley

Attorney-in-Fact

(Printed name and title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/30/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2140082 03

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
JUDY K. WILSON, VICKI S. DUNCAN, KRISTIE A. PUDVAN, SUSAN E. HURD, NICHOLAS R. HYLANT, MICHAEL SCHATZ,
KATHY S. ZACK, JENNIFER A. JAROSZ, JAMIE M. LAURENCELLE, SARAYU S. NAIR, THERESA J. FOLEY, 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 in any penal limit.

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 30th day of JUNE A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 30th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; 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, 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 7th day of December A.D., 2023.



Frank A. Carrino, Secretary

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Fonson Company, Inc.

hereinafter called the "Principal", and Westfield Insurance Company

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

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of Six Hundred Fifty Seven Thousand

Nine Hundred Sixty One and 00/100----- Dollars (\$ 657,961.00)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____ day of _____, for the construction of _____

Lakeshore Park Tunnel Replacement

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a *one* (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise



CITY OF NOVI

required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed This 3rd day of February, 2023

In the Presence of:

(insert CONTRACTOR's name)

WITNESS

Tom AB
Mark J. M

Fonson Company, Inc.

Principal

Title General Manager

WITNESS

Ryan Foley
Ryan Foley

Thomas J Foley
Thomas J Foley

Kristie A Pudvan
Kristie A Pudvan

276951Q

Bond No.

(insert Surety name)

Westfield Insurance Company

Surety

Theresa J Foley
Title Theresa J Foley, Attorney-In-Fact

P.O. Box 5001

Address of Surety

Westfield Center, OH 44251-5001

City

Zip Code



CITY OF NOVI



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

Lakeshore Park Tunnel Replacement
(Description of Improvement)

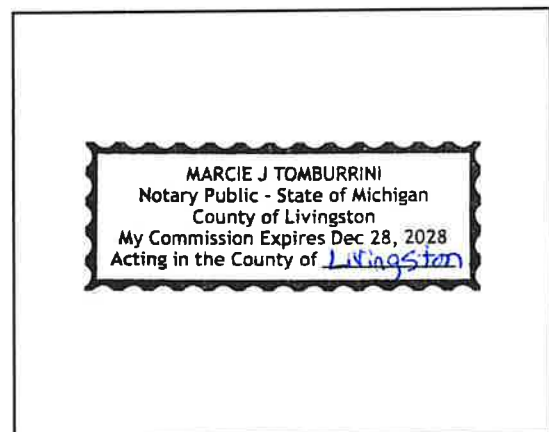
located at: Novi, MI

The total amount of the contract is \$613,389.12 of which I have received payment of \$582,719.66 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 8 day of December, 2023
Name: [Signature]
(individual/corporation/partnership)
By: PROJECT MANAGER Attest: [Signature]
(Title) (Title) Jannah Rameknecht, witness
Subscribed and sworn to before me this 8th day of December, 2023
Notary Public: Marcie J Tomburrini

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
Asphalt Specialists	Asphalt Paving	\$31,825.80	\$31,825.80	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video	Video Taping	\$725.00	\$725.00	\$0.00	0.0%	\$0.00
Exo Contracting	Misc. Sub	\$4,266.00	\$4,266.00	\$0.00	0.0%	\$0.00
Future Fabricating	Fencing and Gates	\$19,249.50	\$19,249.50	\$0.00	0.0%	\$0.00
Future Fence Company	Fencing and Gates	\$37,652.00	\$37,652.00	\$0.00	0.0%	\$0.00
GM & Sons, Inc.	Concrete Curbs and Walks	\$31,000.00	\$31,000.00	\$0.00	0.0%	\$0.00
PK Contracting	Pavement Markings	\$2,132.46	\$2,132.46	\$0.00	0.0%	\$0.00
Smith's Waterproofing	Misc. Sub	\$12,904.50	\$12,904.50	\$0.00	0.0%	\$0.00
Spartan Barricading & TCI	Traffic Control Barricades	\$4,262.78	\$4,262.78	\$0.00	0.0%	\$0.00
Timmer Construction Co.	Concrete Foundateions	\$87,680.00	\$87,680.00	\$0.00	0.0%	\$0.00
TOTALS		\$231,698.04	\$231,698.04	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: \$601,961.00

Work Completed to Date: \$613,389.11

Plus: Extras to Contract: \$25,901.74

Less: Total Retainage: \$15,334.73

Total: Contract plus Extras: \$627,862.74

Less: Amount Previously Paid: \$598,054.38

Less: Credits to Contract: \$14,473.63

Less: Amount of this Request: \$15,334.73

Total: Adjusted Contract: \$613,389.11

Total Balance Due: \$15,334.73



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 Job #23918 Lakeshore Park Tunnel
(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: November 27, 2023

Diane Palazzola
(Signature of Lien Claimant)

Diane Palazzola

(Printed Name of Lien Claimant)

Credit Manager

(Title of Lien Claimant)

Company Name: Asphalt Specialists, LLC

Address: 1780 E. Highwood, Pontiac, MI 48340

Telephone: 248-334-4570

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

FULL UNCONDITIONAL WAIVER

23060

My/our contract with Fonson Company, Inc. to provide labor and/or materials
for the improvement to the property described as

Lakeshore Park Tunnel

Job # 23918

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



By: Finishing Touch Photo & Video*

C. Hurley
(signature of lien claimant)

C. HURLEY
(printed name of lien claimant)

Signed on: 10/13/23

25095 25 Mile Road
Chesterfield, MI 48051

Phone: (586) 749-3340

Fax: (586) 749-3340

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com



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 Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 9-18-23

Costandinia
Paliotheodoros

Digitally signed by Costandinia
Paliotheodoros
Date: 2023.09.18 13:29:15 -04'00'

(Signature of Lien Claimant)

Costandinia Paliotheodoros

(Printed Name of Lien Claimant)

Vice President

(Title of Lien Claimant)

Company Name: Exo Contracting, Inc.

Address: 18902 Quarry Road, Riverview, MI 48193

Telephone: 734-283-7187

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

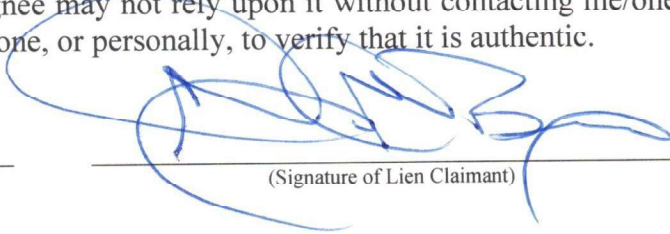
labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 12/6/23


(Signature of Lien Claimant)

Larry L. Berry
(Printed Name of Lien Claimant)

Contract Administrator
(Title of Lien Claimant)

Company Name: Future Fabricating

Address: 23450 Regency Park Drive, Warren, MI 48089

Telephone: 586-755-0900

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

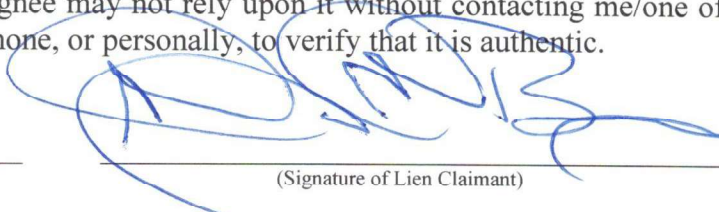
labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 12/6/23


(Signature of Lien Claimant)

Larry L. Berry
(Printed Name of Lien Claimant)

Contract Administrator
(Title of Lien Claimant)

Company Name: Future Fence Company

Address: 23450 Regency Park Drive, Warren, MI 48089

Telephone: 586-755-0900

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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)

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(Project Name)

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Signed on: 11/27/2023

(Signature of Lien Claimant)

Hugo Gallegos

(Printed Name of Lien Claimant)

Vice President

(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

Address: 46900 West Road, Novi, MI 48377

Telephone: 248-956-7939

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



✓ 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 Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 9/19/23

Holly Haines
(Signature of Lien Claimant)

Holly Haines
(Printed Name of Lien Claimant)

Agent
(Title of Lien Claimant)

Company Name: PK Contracting

Address: 1965 Barrett Drive, Troy, MI 48084

Telephone: 248-362-2130

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 11/28/2023

Sandra Lorion
(Signature of Lien Claimant)

Sandra Lorion

(Printed Name of Lien Claimant)

Agent

(Title of Lien Claimant)

Company Name: Smith's Waterproofing LLC

Address: 3821 Van Dyke, Almont, MI 48003

Telephone: 810-798-2371

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Job #23918 Lakeshore Park Tunnel
(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: 10/17/23 [Signature]
(Signature of Lien Claimant)
[Printed Name]
(Printed Name of Lien Claimant)
[Title]
(Title of Lien Claimant)

Company Name: Spartan Barricading & Traffic Control Inc

Address: 781 Hull Rd, Mason, MI 48854

Telephone: 517-244-1500

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Job #23918 Lakeshore Park Tunnel TCC Job# 2022-062
(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: September 19, 2023

Nannette Edgil

Digitally signed by Nannette Edgil
DN: cn=Nannette Edgil, gn=Nannette Edgil c=US, United States
e=nannette@timmerconstruction.com
Reason: I am approving this document
Location:
Date: 2023-09-19 08:37:04:00

(Signature of Lien Claimant)

Nannette Edgil

(Printed Name of Lien Claimant)

Bookkeeper

(Title of Lien Claimant)

Company Name: Timmer Construction Company

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

Telephone: 248-478-9400

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



FULL UNCONDITIONAL WAIVER OF LIEN

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

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

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 9-19-23

Jay Gorman
(Signature of Lien Claimant)

Jay Gorman
(Printed Name of Lien Claimant)

Office mgr
(Title of Lien Claimant)

Company Name: CHOP Procare Tree Service

Address: 1505 Steele Avenue SW, Grand Rapids, MI 49507

Telephone: 616-583-9821

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