



CITY of NOVI CITY COUNCIL

**Agenda Item I
February 27, 2017**

SUBJECT: Approval of the final payment to Merlo Construction Company for the Eight Mile Pathway (Beck to Garfield Roads) project in the amount of \$26,597.23, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 26,597.23
AMOUNT BUDGETED	\$ 628,000 (Base Bid and Alternates 1 and 2)
LINE ITEM NUMBER	204-204.00-974.423

BACKGROUND INFORMATION:

The purpose of this project was to construct an 8-foot wide pathway along the north side of Eight Mile Road between Beck and Garfield Roads to complete the pathway gaps in this mile-long section. The existing segments of pathway along the frontage of Maybury Park Estates and Tuscan Reserve were left in place and only needed minor modifications to meet the Americans with Disability Act (ADA) requirements.

The project was bid as a base bid with two alternate projects. The base bid included the construction of all pathway segments along the north side of Eight Mile Road, excluding the frontage of the proposed Ballantyne subdivision (which was Alternate 1) and the proposed Dunhill Park subdivision (which was Alternate 2). Originally, the project was awarded as the Base Bid and Alternate 1. Not until after award, did the developer for the Dunhill Park subdivision sign an agreement that the City would construct this portion and the Developer would reimburse the City for the constructed value.

The construction contract was awarded for this project at the September 28, 2015 City Council meeting to Merlo Construction Company in the amount of \$460,669. After award, Alternate 2 was added to Merlo's construction contract in the additional amount of \$167,186.25 for a grand total construction contract amount of \$627,855.25.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc., to review and verify the final contract payment amount of \$26,597.23 that is due the contractor (Final Pay Estimate No. 10, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's January 30, 2017 letter).

There were four (4) approved change orders issued for this project resulting in a net decrease of \$95,910.71 to the construction contract, or 15.3% under the awarded amount. The approved change orders resulted in a final contract price of \$531,944.54.

RECOMMENDED ACTION: Approval of the final payment to Merlo Construction Company for the Eight Mile Pathway (Beck to Garfield Roads) project in the amount of \$26,597.23, plus interest earned on retainage.

Eight Mile Road Pathway

Base Bid with Alternates



Prepared by:
 Date:
 Department:
 ALL INFORMATION ON THIS
 MAP IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.
 THIS MAP IS PROVIDED AS A SERVICE TO THE PUBLIC AND IS NOT
 TO BE USED FOR ANY OTHER PURPOSE. THE CITY OF NOVI
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 THE CITY OF NOVI IS NOT RESPONSIBLE FOR ANY DAMAGE TO
 PERSONS OR PROPERTY ARISING FROM THE USE OF THIS MAP.

Legend

- Alternate_2
- Alternate_1
- Base_Bid
- Existing Pathway



City of Novi
 Engineering Division
 Department of Public Services
 24000 Lee Rd
 Novi, MI 48275
 noviforcing



EIGHT MILE PATHWAY (BECK TO GARFIELD ROADS)



Looking west towards Garfield Road



East of Maybury Park Estates, looking east towards Beck Road



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

January 30, 2017

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

Re: *Eight Mile Pathway (Beck Road to Garfield) – Merlo Construction Company -Closing Documents*

Dear Mr. Staup:

We have received and reviewed closing documents for the Eight Mile Pathway:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond has been replaced with a reduced bond consistent with the decreased project cost. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien 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

Aaron Staup, Construction Engineer
January 30, 2017
Page 2

Enclosures

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



CITY OF NOVI

Balance Due This Payment = \$ 26,997.23

PURCHASE ORDER NO. 94632

26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0464 Fax: (248) 736-8859

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Beck to Garfield) NOVI PROJECT NO.: 15-5003 PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375 ENGINEER: Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400 CONTRACTOR: Merlo Construction Company 4964 Technical Drive Milford, Michigan 48381 (248) 714-5488
CONTRACT AMOUNT: ORIGINAL: \$827,855.25 REVISSED: \$831,944.54 FINAL COMPLETION DATES: ORIGINAL: December 29, 2015 REVISSED: June 1, 2016 ACTUAL: June 1, 2016 DATES OF ESTIMATE: FROM: June 9, 2016 TO: January 13, 2017

SECTION 1.

COST OF COMPLETED WORK TO DATE

Table with columns: Item No, Description of Item, Unit, Quantity, Cost/Unit, Total Amt, and sub-columns for CONTRACT ITEMS (Original), CONTRACT ITEMS (Revised), THIS PERIOD, and TOTAL TO DATE.

TOTAL THIS SHEET \$ 206,566.00 \$ 156,040.96 \$ 156,040.96 100%



CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 736-8859

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Beck to Garfield)

NOVI PROJECT NO.: 16-5003

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	NAME NO. - CONTINUED GARFIELD ROAD @ STATION 196+42 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Dr Structure Cover, EJ1040 Type H	EA	2.00	\$ 565.00	\$ 1,130.00	2.00	\$ 565.00	\$ 1,130.00				2.00	\$ 1,130.00	100%
26	Sir Rehab Type 1: Point Up	EA	1.00	\$ 125.00	\$ 125.00	0.00	\$ 125.00					0.00		
27	Sir Rehab Type 2: Cover Adjust	EA	1.00	\$ 325.00	\$ 325.00	0.00	\$ 325.00					0.00		
28	Sir Rehab Type 3: Reconstruct	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
29	Capillary Break	SY	1190.00	\$ 22.00	\$ 26,180.00	311.51	\$ 22.00	\$ 6,853.22				311.51	\$ 6,853.22	100%
30	Agg. Base, 6-inch Limestone	SY	2430.00	\$ 9.50	\$ 23,085.00	2649.93	\$ 9.50	\$ 25,174.34				2649.93	\$ 25,174.34	100%
31	HMA Driveway, Complete	SY	184.00	\$ 100.00	\$ 18,400.00	139.00	\$ 100.00	\$ 13,900.00				139.00	\$ 13,900.00	100%
32	Sidewalk, Conc. 4-inch	SF	18395.00	\$ 4.00	\$ 65,580.00	11819.00	\$ 4.00	\$ 47,276.00				11819.00	\$ 47,276.00	100%
33	Sidewalk, Conc. 4-inch, Colored	SF	480.00	\$ 6.00	\$ 2,880.00	468.30	\$ 6.00	\$ 2,809.80				468.30	\$ 2,809.80	100%
34	ADA Ramp, Conc. 6-inch	SF	110.00	\$ 4.50	\$ 495.00	40.00	\$ 4.50	\$ 180.00				40.00	\$ 180.00	100%
35	ADA Detectable Warning Plate	SF	14.00	\$ 40.00	\$ 560.00	13.34	\$ 40.00	\$ 533.60				13.34	\$ 533.60	100%
36	Concrete Curb and Gutter, Mod	LF	17.00	\$ 30.00	\$ 510.00	13.00	\$ 30.00	\$ 390.00				13.00	\$ 390.00	100%
37	Composite Post Rail (As Needed)	LF	50.00	\$ 40.00	\$ 2,000.00	10.00	\$ 40.00	\$ 400.00				10.00	\$ 400.00	100%
38	Rem and Relet Lamp Pole	EA	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ 2,000.00					0.00		
39	Modular Block Retaining Wall	FSF	825.00	\$ 39.00	\$ 32,175.00	861.60	\$ 39.00	\$ 33,602.40				861.60	\$ 33,602.40	100%
40	Shrub Plant - Ludwig Spaeih Leac	EA	20.00	\$ 235.00	\$ 4,700.00	20.00	\$ 235.00	\$ 4,700.00				20.00	\$ 4,700.00	100%
41	Shrub Plant - Smooth Hydrangea	EA	35.00	\$ 210.00	\$ 7,350.00	35.00	\$ 210.00	\$ 7,350.00				35.00	\$ 7,350.00	100%
42	Wetland Edge Seed Mix & Blanket	SY	1230.00	\$ 17.25	\$ 21,217.50	423.00	\$ 17.25	\$ 7,296.75				423.00	\$ 7,296.75	100%
43	Class "A" Sodding	SY	355.00	\$ 7.25	\$ 2,573.75	0.00	\$ 7.25					0.00		
44	Restoration	LS	1.00	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ 11,000.00				1.00	\$ 11,000.00	100%
45	Permit Allowance	LS	1.00	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ 7,000.00				1.00	\$ 7,000.00	100%
TOTAL FROM THIS SHEET					\$ 230,596.25			\$ 160,896.11					\$ 160,896.11	
TOTAL FROM OTHER SHEET					\$ 209,596.00			\$ 158,040.95					\$ 158,040.95	
SUBTOTAL					\$ 440,192.25			\$ 327,937.06					\$ 327,937.06	100%



CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48376
Tel: (248) 347-0454
Fax: (248) 735-8888

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Beck to Garfield)

NOVI PROJECT NO.: 15-5003

PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	ALTERNATE #1 STATION 182+50 to GARFIELD ROAD 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	%
46	Bonds, Insurance & Mobilization	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
47	Pre-Construction Audio/Visual	LS	1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ 750.00				1.00	\$ 750.00	100%
48	SEBC Measures	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
49	Temp Traffic Control Devices	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
50	Clearing and Grubbing	STA	1.00	\$ 576.00	\$ 576.00	1.30	\$ 576.00	\$ 747.60				1.30	\$ 747.60	100%
51	Remove Tree (8"-18"), Complete	EA	4.00	\$ 300.00	\$ 1,200.00	4.00	\$ 300.00	\$ 1,200.00				4.00	\$ 1,200.00	100%
52	Remove Tree (19"-36"), Complete	EA	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
53	Concrete Curb and Gutter, Ram	LF	17.00	\$ 16.00	\$ 272.00	16.00	\$ 16.00	\$ 256.00				16.00	\$ 256.00	100%
54	Pathway Grading	STA	1.00	\$ 1,300.00	\$ 1,300.00	1.48	\$ 1,300.00	\$ 1,896.00				1.48	\$ 1,896.00	100%
55	Agg Base, 6-inch, Limestone	SY	170.00	\$ 9.50	\$ 1,615.00	146.00	\$ 9.50	\$ 1,387.00				146.00	\$ 1,387.00	100%
56	Sidewalk, Conc, 4-inch	SF	1080.00	\$ 4.00	\$ 4,240.00	1080.00	\$ 4.00	\$ 4,320.00				1080.00	\$ 4,320.00	100%
57	ADA Ramp, Conc, 6-inch	SF	110.00	\$ 4.50	\$ 495.00	40.00	\$ 4.50	\$ 180.00				40.00	\$ 180.00	100%
58	ADA Detectable Warning Plate	SF	14.00	\$ 40.00	\$ 560.00	13.34	\$ 40.00	\$ 533.60				13.34	\$ 533.60	100%
59	Concrete Curb and Gutter, Mod	LF	17.00	\$ 30.00	\$ 510.00	16.00	\$ 30.00	\$ 480.00				16.00	\$ 480.00	100%
60	Restoration	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
TOTAL FROM THIS SHEET					\$ 20,617.00			\$ 20,722.10	\$ -			\$ 20,722.10		
TOTAL FROM OTHER SHEETS					\$ 440,162.26			\$ 327,937.06	\$ -			\$ 327,937.06		
SUBTOTAL					\$ 460,669.26			\$ 348,659.16	\$ -			\$ 348,659.16	100%	



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Back to Garfield)

NOVI PROJECT NO.: 15-5003

PAYMENT NO.: FINAL

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No	ALTERNATE#2 STATION 198+43 to BECK ROAD 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	%
61	Bonds, Insurance & Mobilization	LS	1.00	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ 7,000.00				1.00	\$ 7,000.00	100%
62	Pre-Construction Audio/Visual	LS	1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
63	SEBC Measures	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00				1.00	\$ 1,500.00	100%
64	Temp Traffic Control Devices	LS	1.00	\$ 3,200.00	\$ 3,200.00	1.00	\$ 3,200.00	\$ 3,200.00				1.00	\$ 3,200.00	100%
65	Orange Protection Fencing	LF	165.00	\$ 3.00	\$ 495.00	0.00	\$ 3.00	\$ -				0.00	\$ -	
66	Clearing and Grubbing	STA	9.00	\$ 575.00	\$ 5,175.00	9.00	\$ 575.00	\$ 5,175.00				9.00	\$ 5,175.00	100%
67	Remove Tree (8"-18"), Complete	EA	9.00	\$ 300.00	\$ 2,700.00	9.00	\$ 300.00	\$ 2,700.00				9.00	\$ 2,700.00	100%
68	Remove Tree (19"-36"), Complete	EA	5.00	\$ 1,000.00	\$ 5,000.00	5.00	\$ 1,000.00	\$ 5,000.00				5.00	\$ 5,000.00	100%
69	Fence, Remove	LF	80.00	\$ 1.50	\$ 120.00	75.00	\$ 1.50	\$ 112.50				75.00	\$ 112.50	100%
70	Culv, End, Rem, Less than 24-inch	EA	1.00	\$ 175.00	\$ 175.00	2.00	\$ 175.00	\$ 350.00				2.00	\$ 350.00	100%
71	Excavation, Feet	CY	935.00	\$ 28.00	\$ 26,180.00	57.04	\$ 28.00	\$ 1,597.12				57.04	\$ 1,597.12	100%
72	Pathway Grading	STA	5.00	\$ 1,300.00	\$ 6,500.00	8.20	\$ 1,300.00	\$ 10,660.00				8.20	\$ 10,660.00	100%
73	Bedfill, Swamp	CY	330.00	\$ 33.00	\$ 10,990.00	0.00	\$ 33.00	\$ -				0.00	\$ -	
74	Embankment, C/P	CY	168.00	\$ 12.00	\$ 1,996.00	0.00	\$ 12.00	\$ -				0.00	\$ -	
75	Regrade Ditch	LF	263.00	\$ 20.00	\$ 5,260.00	263.00	\$ 20.00	\$ 5,260.00				263.00	\$ 5,260.00	100%
76	Culv End Sec, Conc, 18-inch	EA	3.00	\$ 775.00	\$ 2,325.00	4.00	\$ 775.00	\$ 3,100.00				4.00	\$ 3,100.00	100%
77	Sewer C75 Cl IV, 18-inch, Tr A	LF	301.00	\$ 55.00	\$ 16,555.00	289.00	\$ 55.00	\$ 15,895.00				289.00	\$ 15,895.00	100%
78	Dr Structure, 48-inch Dia, LH	EA	1.00	\$ 2,300.00	\$ 2,300.00	2.00	\$ 2,300.00	\$ 4,600.00				2.00	\$ 4,600.00	100%
79	Dr Structure, 60-inch Dia, LH	EA	1.00	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00	\$ 2,600.00				1.00	\$ 2,600.00	100%
80	Dr Structure Cover, E, 1040, Type N	EA	2.00	\$ 895.00	\$ 1,790.00	3.00	\$ 895.00	\$ 2,685.00				3.00	\$ 2,685.00	100%
81	Capillary Break	SY	665.00	\$ 22.00	\$ 14,630.00	0.00	\$ 22.00	\$ -				0.00	\$ -	
82	Agg Base, 6-inch, Limestone	SY	1080.00	\$ 9.50	\$ 10,260.00	1074.44	\$ 9.50	\$ 10,207.18				1074.44	\$ 10,207.18	100%
83	Sidewalk, Conc, 4-inch	SF	7555.00	\$ 4.00	\$ 30,220.00	7480.00	\$ 4.00	\$ 29,920.00				7480.00	\$ 29,920.00	100%
84	Wetland Edge Seed Mix & Blanket	SY	480.00	\$ 17.25	\$ 7,935.00	0.00	\$ 17.25	\$ -				0.00	\$ -	
85	Restoration	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00				1.00	\$ 2,500.00	100%
TOTAL FROM THIS SHEET					\$ 167,186.00			\$ 114,671.80	\$ -			\$ 114,671.80		
TOTAL FROM OTHER SHEETS					\$ 480,659.25			\$ 348,659.16	\$ -			\$ 348,659.16		
SUBTOTAL					\$ 627,855.25			\$ 463,330.96	\$ -			\$ 463,330.96	100%	



CITY OF NOVI

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APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Beck to Garfield)

NOVI PROJECT NO.: 15-5003

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	D/M/Year	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt.	Quantity	Amount	%	Quantity	Amount	%
86	Additional Insurance	LS	0	0	1.00	\$ 800.00	\$ 800.00				1.00	\$ 800.00	100%
87	12" Capillary Break w/ Geocell	SY	0	Base Bid	279.92	\$ 29.00	\$ 8,117.68				279.92	\$ 8,117.68	100%
88	Open Graded Aggregate .34G	CY	0	Base Bid	78.11	\$ 80.00	\$ 6,248.80				78.11	\$ 6,248.80	100%
89	Cl II Granular Material	CY	0	Base Bid	163.30	\$ 75.00	\$ 12,247.50				163.30	\$ 12,247.50	100%
90	Sidewalk, Conc. 5-inch w/ Wire Mesh	SF	0	Base Bid	4152.00	\$ 5.50	\$ 22,836.00				4152.00	\$ 22,836.00	100%
91	12" Capillary Break w/ Geocell	SY	0	Alternate No. 2	171.00	\$ 29.00	\$ 4,959.00				171.00	\$ 4,959.00	100%
92	Open Graded Aggregate .34G	CY	0	Alternate No. 2	0.00	\$ 80.00	\$ -				0.00	\$ -	-
93	Cl II Granular Material	CY	0	Alternate No. 2	18.80	\$ 75.00	\$ 1,410.00				18.80	\$ 1,410.00	100%
94	Sidewalk, Conc. 5-inch w/ Wire Mesh	SF	0	Alternate No. 2	1272.00	\$ 5.50	\$ 6,996.00				1272.00	\$ 6,996.00	100%
95	Teubert property drainage repair	LS	0	Base Bid	1.00	\$ 1,575.00	\$ 1,575.00				1.00	\$ 1,575.00	100%
96	Driveway, Non-reinforced conc. 6 inch	SY	0	Base Bid	63.40	\$ 54.00	\$ 3,423.60				63.40	\$ 3,423.60	100%
97			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
98			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
99			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
100			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
101			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
102			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
103			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
104			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
105			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
106			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
107			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
108			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
109			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
110			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
111			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
112			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
113			0	0	0.00	\$ -	\$ -				0.00	\$ -	-
TOTAL FROM THIS SHEET							\$ 86,613.58	\$ -			\$ 86,613.58		
TOTAL FROM OTHER SHEETS					\$ 627,855.25		\$ 463,330.98	\$ -			\$ 463,330.98		
GRAND TOTAL					\$ 627,855.25		\$ 531,944.54	\$ -			\$ 531,944.54	100%	



CITY OF NOVI

PURCHASE ORDER NO.

94632

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0484
Fax: (248) 736-6669

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Beck to Garfield) NOVI PROJECT NO.: 15-6003 PAYMENT NO.: FINAL

Table with columns for description and amount. Rows include Original Contract Amount, Change Orders, Adjusted Contract Amount to Date, Total Cost of Work Performed to Date, MINUS Retainage, MINUS Inspection "Crew Days", Net Amt. Earned of Contract and Extra Work to Date, MINUS L.D.'s, Subtotal, ADD Incentive "Crew Days", Subtotal, MINUS Amount of Previous Payments, and BALANCE DUE THIS PAYMENT.

CHANGE ORDERS table with columns: No., Date, Amount. Includes entries for November 2, 2016, January 22, 2016, April 22, 2016, and June 3, 2016.

Summary table for Inspection "Crew Days" with rows: Allowed per Contract, Additional "Crew Days" per Change Orders, Total Inspection "Crew Days" Allowed, Inspection "Crew Days" Used to Date, and Inspection "Crew Days" Remaining.



CITY OF NOVI

28300 Lee BeGole Dr.
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Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 8 Mile Pathway (Beck to Garfield)

NOVI PROJECT NO.: 15-5003

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]

Digitally signed by Aaron J. Staup
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering Division, email=aastaup@cityofnovi.org, c=US
Date: 2017.01.30 11:36:55 -0500'

By: Aaron J. Staup, Construction Engineering Coordinator

Dated:

Merlo Construction Company
Contractor Company
Brian Gustin
Digitally signed by Brian Gustin
Date: 2017.01.13 10:33:38 -0500'

Date:

By:
Print Name

[Handwritten signature of George Melitzas]

Digitally signed by George Melitzas
DN: cn=George Melitzas, o=City of Novi, ou=Engineering Division, email=gmelitzas@cityofnovi.org, c=US
Date: 2017.01.30 11:42:37 -0500'

By: Brian Coburn, PE., Engineering Senior Manager

Dated:

Spalding DeDecker & Associates
Consultant Firm
Ghassan K. Dahoul, P.E.
Digitally signed by Ghassan K. Dahoul, P.E.
Date: 2017.01.13 12:03:03 -0500'

Date:

By:
Print Name

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.

 **AIA** Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No.: CA 4046648

PROJECT: *(Name and address)*
8 Mile Road Pathway (Garfield
Road to Beck Road)

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: Construction

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

TO OWNER: *(Name and address)*
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

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)

Great American Insurance Company
11311 Cornell Park Drive, Suite 204
Cincinnati, OH 45242

, SURETY,

on bond of
(Insert name and address of Contractor)

Merlo Construction Co., Inc.
4964 Technical Drive
Milford, MI 48331

, 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
45175 West Ten Mile Road
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: **June 14, 2016**
(Insert in writing the month followed by the numeric date and year.)

Great American Insurance Company

(Surety)



(Signature of authorized Representative)

Holly Nichols, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20468

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
T.R. GUY	MICHELLE K. BUECHEL	ALL OF	ALL
PAUL M. HURLEY		TROY, MICHIGAN	\$100,000,000
HOLLY NICHOLS			
ROBERT D. HEUER			
ANNE M. BARICK			
MICHAEL D. LECHNER			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of DECEMBER, 2015
Attest GREAT AMERICAN INSURANCE COMPANY



Michelle K. Buechel
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 10TH day of DECEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of June, 2016.



Michelle K. Buechel
Assistant Secretary

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Merlo Construction Co.
hereinafter called the "Principal", and Great American Insurance Company

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 Five Hundred

Thirty-one Thousand Nine Hundred Forty-four & 54/100----- Dollars (\$ 531,944.54-)
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

8 Mile Road Pathway (Garfield Road to Beck Road)

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 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 15 day of June, 2016.

In the Presence of:

WITNESS

[Signature]

[Signature]

Michelle Buech

[Signature]

Jane Moore

CA 4046648

Bond No.

(fill-in name of construction CONTRACTOR)

Merlo Construction Co.

Principal [Signature]

Title Great American Insurance Company

Surety [Signature]

Title Holly Nichols, Attorney-in-fact
11311 Cornell Park Drive, Suite 204

Address of Surety
Cincinnati, OH 45242

City Zip Code



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20468

POWER OF ATTORNEY

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Name	Address	Limit of Power
T.R. GUY	ALL OF	ALL
PAUL M. HURLEY	TROY, MICHIGAN	\$100,000,000
HOLLY NICHOLS		
ROBERT D. HEUER		
ANNE M. BARICK		
MICHAEL D. LECHNER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of DECEMBER, 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Michelle K. Buechel
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

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Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

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RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of



Michelle K. Buechel
Assistant Secretary

SWORN STATEMENT

STATE OF MICHIGAN)
)88
 COUNTY OF OAKLAND)

RAYMOND MERLO, being sworn, states the following:
 (type in name of person signing statement)

MERLO CONSTRUCTION CO INC, is the contractor/subcontractor for an improvement to the following
 (Name of entity)
 real property in OAKLAND County, Michigan, described as follows:
 (insert county where work is being completed)

City of Novi
8 Mile Pathway (8 Mile and Beck)
 (insert legal description from Notice of Commencement or name and address of the Project.)

That the following is a statement of each subcontractor and supplier and laborer for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor/subcontractor has contracted/subcontracted for performance under the contract with the owner or lessee of the property, and that the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names as follows:

Name of subcontractor, supplier or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (payment)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
BARNSCO		2,178.48	2,178.48	-			
CALO		63,852.82	63,852.82	-			
CONSTRUCTION VIDEO		2,385.00	2,385.00	-			
CBI GEO TURF		14,248.02	14,248.02	-			
HD SUPPLY		26,720.17	26,720.17	-			
OUTDOOR EXPRESSIONS		31,350.00	31,350.00	-			
SUPERIOR MATERIAL		48,887.20	48,887.20	-			
PREMIERE TREE		36,689.52	36,689.52	-			
SYLVANIA MINERALS		1,021.80	1,021.80	-			
SWEENEY CONSTRUCTION		582.74	582.74	-			
TIA MARIA		11,167.73	11,167.73	-			
TRI VALLEY CONSTRUCTION		12,680.00	12,680.00	-			
TOTALS		251,774.48	251,774.48	-			

There are no subcontractors and/or suppliers other than those listed above.

All of our wages, benefits, fringes, taxes, and withholdings are paid in full as per the contract.


(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth, and owes no money for the improvement other than the sums set forth.

I make this statement as the contractor/subcontractor or as supplier/subcontractor of the contractor/subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act 1980, P.A. 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY SHALL NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A.497, MCL 570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.


 Signature of Deponent

0
 SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on this 26 day of January in the year 2007

 Notary Public Signature
Christine Kotoucek
 Notary Public Name
Calhoun County, State of Michigan
 My commission expires 3-6-17
 Acting in the county of Calhoun in the state of Michigan

CHRISTINE L. KOTOUCEK
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Mar 6, 2017
 ACTING IN COUNTY OF Oakland

FINAL UNCONDITIONAL WAIVER AND RELEASE

I/We have a contract with MERLO CONSTRUCTION CO., INC.

to provide LABOR &/OR MATERIAL for the improvement to the property described as:

8 MILE PATHWAY

, MI.

Having been fully paid and satisfied, all my/our construction lien rights against such property

Are hereby waived and released.

HD SUPPLY WATERWORKS, LTD

2820 E. MICHIGAN AVE.

YPSILANTI, MI 48198

(734) 398-5950

BY:

Kathy Anderson *Kathy Anderson*
(Credit Manager) Confirmed by *Gus Dabois*

Signed On:

6-30-16

(SDA)
8/1/2016

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

PLEASE RETURN BY FAX & MAIL ORIGINAL:

Merlo Construction Co. Inc.

4964 Technical Drive

Milford, MI 48381

Fax (248) 714-5249



FINAL UNCONDITIONAL WAIVER AND RELEASE

I/We have a contract with MERLO CONSTRUCTION CO., INC.

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8 MILE PATHWAY

., MI.

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Are hereby waived and released.

Calo & Son's Construction. Inc
P.O. 530563
LIVONIA, MI 48153
(248) 468-9200

BY: Arnette Zywiol April Martin
(Administrative Assistant)
Signed On: 4/7/16 Confirmed by Gus Zahoui (SDA)
8/1/2016

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

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Merlo Construction Co. Inc.
4964 Technical Drive
Milford, MI 48381
Fax (248) 714-5249

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to provide LABOR &/OR MATERIAL for the improvement to the property described as:

8 MILE PATHWAY

, MI.

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Are hereby waived and released.

Superior Materials, Inc
30701 W. 10 MILE RD SUITE #500
Farmington Hills, MI 48336
(248) 788-8000

BY:

Theresa Russell (Agent)

Signed On:

7/1/16

Sue Baiarbi
(Agent Credit Dept.)
Confirmed by Gus Dahoui
(SDA)
8/1/2016

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4964 Technical Drive
Milford, MI 48381
Fax (248) 714-5249

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to provide LABOR &/OR MATERIAL for the improvement to the property described as:

8 MILE PATHWAY

, MI .

Having been fully paid and satisfied, all my/our construction lien rights against such property

Are hereby waived and released.

BARNSCO
975 Ladd Rd
P O Box 908
Walled Lake, MI 48390
(248) 668-1010

BY:

Patrice Bauman *Patrice Bauman*
(Credit Manager)

Signed On:

7/8/16 *Confirmed by Gus Dahoui (SDA)*
8/1/2016

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

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Merlo Construction Co. Inc.
4964 Technical Drive
Milford, MI 48381
Fax (248) 714-5249

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8 MILE PATHWAY

., MI .

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Are hereby waived and released.

PREMIERE TREE REMOVAL

P.O. BOX 996
NOVI, MI 48376

BY: Carol D M

*Carol D. Ruff
(Office Manager)
Confirmed by Ess Jabou
SDA
8/11/2016*

Signed On: 7-1-16

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

PLEASE RETURN BY FAX & MAIL ORIGINAL:

Merlo Construction Co. Inc.
4964 Technical Drive
Milford, MI 48381
Fax (248) 714-5249

FINAL UNCONDITIONAL WAIVER AND RELEASE

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to provide LABOR &/OR MATERIAL for the improvement to the property described as:

8 MILE PATHWAY

., MI.

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OUTDOOR EXPRESSIONS

**9863 OAK VALLEY DR
CLARKSTON, MI 48348**

BY:

 Jayme Junga (Jayme Junga)
(Vice President)

Confirmed by Gus Dehoui
(SDA)

Signed On:

1/5/14 248-620-3830

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

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Merlo Construction Co. Inc.

4964 Technical Drive

Milford, MI 48381

Fax (248) 714-5249

FINAL UNCONDITIONAL WAIVER AND RELEASE

I/We have a contract with MERLO CONSTRUCTION CO., INC.

to provide LABOR &/OR MATERIAL for the improvement to the property described as:

8 MILE PATHWAY

., MI .

Having been fully paid and satisfied, all my/our construction lien rights against such property

Are hereby waived and released.

TIA MARIE TRUCKING, INC.
P.O. BOX 531474
LIVONIA, MI 48153
(248) 468-9201

BY:

Tresdan Calo

Tresdan Calo
(owner)

Confirmed by Gus Dehori
(SDA)

Signed On:

7/8/16

8/1/2016

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

PLEASE RETURN BY FAX & MAIL ORIGINAL:

Merlo Construction Co. Inc.
4964 Technical Drive
Milford, MI 48381
Fax (248) 714-5249

Dec. 9. 2015 2:33PM

No. 6208 P. 3

FINAL UNCONDITIONAL WAIVER AND RELEASE

I/We have a contract with MERLO CONSTRUCTION CO., INC.

to provide LABOR &/OR MATERIAL for the improvement to the property described as:

8 MILE PATHWAY

,, MI.

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Are hereby waived and released.

* UPON RECEIPT OF CHECK NO. 005418

CONSTRUCTION VIDEO MEDIA, INC

111 EAST NEWBERRY

P.O. BOX 90

ROMEIO, MI 48065

(586) 752-2580

800-346-3342

BY:


Dwight C. Spengler, President

*Karen Spachkunis
(Office Manager)
Confirmed by Gus Dabhai
(SDA)
8/11/2016*

Signed On:

12/10/15

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

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Merlo Construction Co. Inc.

4964 Technical Drive

Milford, MI 48381

Fax (248) 714-5249

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., MI .

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SWEENEY CONSTRUCTION MATERIALS

PO Box 506
25265 Trans X Road
Novi, MI 48376
(248) 374-1111

BY: Karen Hawkins Karen Hawkins
7/5/16 (controller)
Signed On: Confirmed by Gus Dakoui (SDA)
8/1/2016

ck# 8821

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

PLEASE RETURN BY FAX & MAIL ORIGINAL:

Merlo Construction Co. Inc.
4964 Technical Drive
Milford, MI 48381
Fax (248) 714-5249

INV 159254
159328

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., MI .

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CSI GEOTURF
P.O. BOX 668
HIGHLAND, MI 48357
(248) 887-6767

BY:



Lynn Tesnow
(Office Super.con)

Confirmed by
Cms Dahoui (SDA)
8/1/2016

Signed On:

3/25/16

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

PLEASE RETURN BY FAX & MAIL ORIGINAL:

Merlo Construction Co. Inc.
4964 Technical Drive
Milford, MI 48381
Fax (248) 714-5249



Great Lakes Aggregates Companies

Sylvania Minerals • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

FULL UNCONDITIONAL WAIVER

My/our contract with Merlo Construction Co., Inc.
(Other Contracting Party)

To provide Aggregate Material

For the improvement to the property described as:

8 Mile Pathway

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

If the owner of lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of 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.

*Confirmed by
Gus Dahoui (SDA)
8/1/2016*

*Lana Dedelick
(Office Manager)*

Sylvania Minerals, LLC

Lana Dedelick
(Signature of Lien Claimant)

Signed On: 12/11/15

Address: 5699 Ready Road, PO Box 406
South Rockwood, MI 48179

Telephone: (734) 783-7416

Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



FINAL UNCONDITIONAL WAIVER AND RELEASE

I/We have a contract with MERLO CONSTRUCTION CO., INC.

to provide LABOR &/OR MATERIAL for the improvement to the property described as:

8 MILE PATHWAY
., MI.

Having been fully paid and satisfied, all my/our construction lien rights against such property

Are hereby waived and released.

TRI-VALLEY CONSTRUCTION, LLC
2363 S. MILLER RD
SAGINAW, MI 48609
(989) 781-2900

BY: David W. Gilbert

David W. Gilbert
(Vice President)
Confirmed by GPS Dakoui
(SDA)
8/1/2016

Signed On: 7-1-16 and 7-11-16

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

PLEASE RETURN BY FAX & MAIL ORIGINAL:
Merlo Construction Co, Inc.
4964 Technical Drive
Milford, MI 48381
Fax (248) 714-5249

