



## CITY of NOVI CITY COUNCIL

Agenda Item I  
September 25, 2017

**SUBJECT:** Approval of the final payment to Merlo Construction Company for the 2016 Pathways and ADA Compliance project in the amount of \$11,867.09, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 11,867.09</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 67,624.00 FY 2016-17 budget rollover (974.466)</b> <b>\$ 36,929.00 FY 2016-17 budget rollover (975.016)</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-974.466 (2016 Pathways)</b> <b>204-204.00-975.016 (ADA Compliance 2016)</b>

**BACKGROUND INFORMATION:** The 2016 Pathway Gap Program included the construction of pathways in three locations:

- **Segment 1B** - Construction of 870 feet of 6-foot wide pathway along the south side of 14 Mile Road between Haverhill and M-5.
- **Segment 10** - Construction of 200 feet of 6-foot wide pathway along the east side of Beck Road south of Pontiac Trail.
- **Taft Road Mid-Block Crossing** - Construction of a mid-block crossing near the intersection of Taft Road and Jacob Drive (south of 11 Mile Road).

The project also included the sixth year of the Americans with Disabilities Act (ADA) Compliance Implementation as recommended by the ADA Compliance Transition Plan adopted in March 2011 and funded in the 2015-16 fiscal year CIP. The ADA Compliance Transition Plan provides a long-term plan for bringing the City's public sidewalks and other related facilities into compliance with ADA requirements. This annual program is intended to address high priority areas (e.g., high pedestrian usage and areas where pathway barriers exist). The ADA compliance work was completed on Taft Road between Ten Mile Road and Eleven Mile Road.

The construction contract was awarded for this project at the August 8, 2016 City Council meeting to Merlo Construction Company. Engineering staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$11,867.09 that is due the contractor (Application for Final Payment attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's September 18, 2017 letter).

**RECOMMENDED ACTION:** Approval of the final payment to Merlo Construction Company for the 2016 Pathways and ADA Compliance project in the amount of \$11,867.09, plus interest earned on retainage.



# 2016 Pathway Gap Program and 2016 ADA Compliance Program Segment 1B



Fourteen Mile Rd

Segment 1B



**Map Legend**

**Sidewalks Existing**

**ROUTETYPEFUNDING**

- Pathway Local
- Pathway Major
- Sidewalk Local
- Sidewalk Major
- Sidewalk Municipal

Map Author: Coburn  
Date: 9/17/15  
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.



1 inch = 285 feet



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



# 2016 Pathway Gap Program and 2016 ADA Compliance Program

## Segment 10



**Map Legend**

**Sidewalks Existing**

**ROUTETYPEFUNDING**

- Pathway Local
- Pathway Major
- Sidewalk Local
- Sidewalk Major
- Sidewalk Municipal

Map Author: Coburn  
Date: 9/17/15  
Project:  
Version #:

Amended By:  
Date:  
Department:

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1 inch = 263 feet



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



# 2016 Pathway Gap Program and 2016 ADA Compliance Program

Taft/Jacob Mid-Block Crossing



Mid-Block Pedestrian Crossing

Taft Rd

**Map Legend**

**Sidewalks Existing**

**ROUTETYPEFUNDING**

- Pathway Local
- Pathway Major
- Sidewalk Local
- Sidewalk Major
- Sidewalk Municipal

Map Author: Coburn  
Date: 9/17/15  
Project:  
Version #:

Amended By:  
Date:  
Department:

**MAP INTERPRETATION NOTICE**

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1 inch = 429 feet



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



## 2016 Pathways and ADA Compliance



Looking west along sidewalk along south side of Fourteen Mile Road.



Looking north along new sidewalk along east side of 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

September 18, 2017

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

**Re: 2016 Pathways & ADA Compliance – Merlo Construction Company  
*Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the 2016 Pathways & ADA Compliance Project:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The original Maintenance Bond has been increased to account for change orders in the Project. 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 Kudla Saarela

Aaron Staup, Construction Engineer  
September 18, 2017  
Page 2

Enclosures

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





**CITY OF NOVI**

Balance Due This Payment = \$ 11,867.09

**PURCHASE ORDER NO.**

94912

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

**APPLICATION FOR FINAL PAYMENT**

**PROJECT:** 2016 Pathways & ADA Imprvmts. **NOVI PROJECT NO.:** 16-5003 **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) 714-5486

**CONTRACT AMOUNT** **FINAL COMPLETION DATES** **DATES OF ESTIMATE**

**ORIGINAL:** \$221,394.75 **ORIGINAL:** June 16, 2017 **FROM:** July 8, 2017

**REVISED:** \$237,357.62 **ACTUAL:** **TO:** August 28, 2017

**SECTION 1.**

**COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 1 - PATHWAYS GL#204-204.00-974.466			CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit		Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD		25.00	\$ 640.00	\$ 16,000.00	22.75	\$ 640.00	\$ 14,560.00				22.75	\$ 14,560.00	100%
1	Bonds, Insurance & Mobilization	LS		1.00	\$ 8,800.00	\$ 8,800.00	1.00	\$ 8,800.00	\$ 8,800.00				1.00	\$ 8,800.00	100%
2	Pre-Construction Audio-Visual	LS		1.00	\$ 1,760.00	\$ 1,760.00	1.00	\$ 1,760.00	\$ 1,760.00				1.00	\$ 1,760.00	100%
3	Soil Erosion and Sedimentation	LS		1.00	\$ 2,464.00	\$ 2,464.00	1.00	\$ 2,464.00	\$ 2,464.00				1.00	\$ 2,464.00	100%
4	Temp Traffic Control Devices	LS		1.00	\$ 7,040.00	\$ 7,040.00	1.00	\$ 7,040.00	\$ 7,040.00				1.00	\$ 7,040.00	100%
5	Tree Protection Fencing (As Needed)	LF		88.00	\$ 8.00	\$ 704.00	0.00	\$ 8.00	\$ -				0.00		
6	Clearing and Grubbing	STA		3.00	\$ 1,500.00	\$ 4,500.00	0.50	\$ 1,500.00	\$ 750.00				0.50	\$ 750.00	100%
7	Tree, Rem, 8" to 18", Complete	EA		9.00	\$ 1,200.00	\$ 10,800.00	6.00	\$ 1,200.00	\$ 7,200.00				6.00	\$ 7,200.00	100%
8	Tree, Rem, 19" to 36", Complete	EA		1.00	\$ 1,600.00	\$ 1,600.00	2.00	\$ 1,600.00	\$ 3,200.00				2.00	\$ 3,200.00	100%
9	Sidewalk, Remove	SF		385.00	\$ 5.00	\$ 1,925.00	467.50	\$ 5.00	\$ 2,337.50				467.50	\$ 2,337.50	100%
10	HMA Curb, Remove	LF		12.00	\$ 9.00	\$ 108.00	18.00	\$ 9.00	\$ 162.00				18.00	\$ 162.00	100%
11	Conc Curb and Gutter, Remove	LF		40.00	\$ 25.00	\$ 1,000.00	41.16	\$ 25.00	\$ 1,029.00				41.16	\$ 1,029.00	100%
12	HMA Surface, Rem, Modified	SY		177.00	\$ 12.00	\$ 2,124.00	178.55	\$ 12.00	\$ 2,142.60				178.55	\$ 2,142.60	100%
13	Subgrade Undercut (As Needed)	CY		282.00	\$ 40.00	\$ 11,280.00	161.35	\$ 40.00	\$ 6,454.00				161.35	\$ 6,454.00	100%
14	Dr. Structure, 48" Dia, over Existing	EA		2.00	\$ 3,800.00	\$ 7,600.00	2.00	\$ 3,800.00	\$ 7,600.00				2.00	\$ 7,600.00	100%
15	Culv, C.I.A, Conc, 18-inch, Modified	LF		98.00	\$ 85.00	\$ 8,330.00	98.00	\$ 85.00	\$ 8,330.00				98.00	\$ 8,330.00	100%
16	Culv End Sect, Conc, 18-inch, Compl.	EA		6.00	\$ 650.00	\$ 3,900.00	6.00	\$ 650.00	\$ 3,900.00				6.00	\$ 3,900.00	100%
17	Pathway Grading	STA		12.50	\$ 2,500.00	\$ 31,250.00	12.09	\$ 2,500.00	\$ 30,225.00				12.09	\$ 30,225.00	100%
18	Agg Base, 6-inch Limestone	SY		1495.00	\$ 13.00	\$ 19,435.00	947.41	\$ 13.00	\$ 12,316.33				947.41	\$ 12,316.33	100%
19	Gravel Driveway, Regrade, Complete	SY		30.00	\$ 15.00	\$ 450.00	30.00	\$ 15.00	\$ 450.00				30.00	\$ 450.00	100%
20	Conc Curb and Gutter, Modified	LF		52.00	\$ 25.00	\$ 1,300.00	60.80	\$ 25.00	\$ 1,520.00				60.80	\$ 1,520.00	100%
21	Sidewalk, Conc, 4-inch	SF		6215.00	\$ 4.50	\$ 27,967.50	6165.20	\$ 4.50	\$ 27,743.40				6165.20	\$ 27,743.40	100%
22	Sidewalk, Conc, 6-inch	SF		935.00	\$ 5.50	\$ 5,142.50	900.00	\$ 5.50	\$ 4,950.00				900.00	\$ 4,950.00	100%
23	ADA Ramp, Conc, 6-inch	SF		305.00	\$ 5.75	\$ 1,753.75	272.80	\$ 5.75	\$ 1,568.60				272.80	\$ 1,568.60	100%
24	ADA Dectactable Warning Plate	SF		24.00	\$ 35.00	\$ 840.00	24.00	\$ 35.00	\$ 840.00				24.00	\$ 840.00	100%

TOTAL THIS SHEET

\$ 162,073.75

\$ 142,782.43

\$ -

\$ 142,782.43

100%













# CITY OF NOVI

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

## APPLICATION FOR FINAL PAYMENT

PROJECT: 2016 Pathways & ADA Imprvmts.

NOVI PROJECT NO.: 16-5003

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	%
54	Pavement, Remove - FS #2	SY	3	101-442.10-981.009	335.00	\$ 22.00	\$ 7,370.00				335.00	\$ 7,370.00	100%
55	Excavation - FS #2	CY	3	101-442.10-981.009	0.00	\$ 9.00	\$ -				0.00	\$ -	
56	Aggregate Base, 6-inch - FS #2	SY	3	101-442.10-981.009	0.00	\$ 17.00	\$ -				0.00	\$ -	
57	Driveway, Reinf, 8-inch - FS #2	SY	3	101-442.10-981.009	302.00	\$ 67.50	\$ 20,385.00				302.00	\$ 20,385.00	100%
58	Bollard - FS #2	EA	3	101-442.10-981.009	4.00	\$ 505.00	\$ 2,020.00				4.00	\$ 2,020.00	100%
59	Curb and Gutter, Conc - FS #2	LF	3	101-442.10-981.009	0.00	\$ 10.00	\$ -				0.00	\$ -	
60	Restoration - FS #2	LS	3	101-442.10-981.009	1.00	\$ 4,668.00	\$ 4,668.00				1.00	\$ 4,668.00	100%
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	\$ -	
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	\$ -	
TOTAL FROM THIS SHEET							\$ 34,443.00	\$ -			\$ 34,443.00		
TOTAL FROM OTHER SHEETS					\$ 221,394.75		\$ 202,914.62	\$ -			\$ 202,914.62		
GRAND TOTAL					\$ 221,394.75		\$ 237,357.62	\$ -			\$ 237,357.62	100%	









# CITY OF NOVI

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

## Section 3.


### APPLICATION FOR FINAL PAYMENT

PROJECT: 2016 Pathways & ADA Imprvmts. NOVI PROJECT NO.: 16-5003 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

  
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: 2017.08.30 08:12:38 -04'00'


**Aaron J. Staup, Construction Engineer**  
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: 2017.08.30 08:27:14 -04'00'

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

**Brian Gustin** Digitally signed by Brian Gustin  
Date: 2017.08.29 16:28:09 -04'00'

**Merlo Construction Company**  
CONTRACTOR - Electronic Signature Certification

*Ghassan K. Dahoui* Ghassan K. Dahoui  
Aug 30 2017 8:07 AM  


**Spalding DeDecker & Associates**  
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.

 **AIA** Document G707™ – 1994

**Consent Of Surety to Final Payment**

Bond No.: CA 1400638

PROJECT: *(Name and address)*  
2016 Pathway and ADA  
Compliance Program

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: **6/28/2016**

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**  
301 E. Fourth Street  
Cincinnati, OH 45202

on bond of  
*(Insert name and address of Contractor)*

**Merlo Construction Co., Inc.**  
4964 Technical Drive  
Milford, MI 48381

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **August 28, 2017**  
*(Insert in writing the month followed by the numeric date and year.)*

**Great American Insurance Company**  
*(Surety)*

  
*(Signature of authorized representative)*

**Nicholas Ashburn, 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 20903

**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
NICHOLAS ASHBURN PAUL M. HURLEY HOLLY NICHOLS ROBERT D. HEUER ANNE M. BARICK MICHAEL D. LECHNER	ALL OF TROY, MICHIGAN	ALL \$100,000,000

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 19TH day of MAY, 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*David C. Kitchin*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 19TH day of MAY, 2017, 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 05-18-2020

*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

28<sup>th</sup> day of AUGUST 2017



*My L C. B.*

Assistant Secretary

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

**BOND NO. CA 1400638**

IN FAVOR OF **City of Novi**

ON BEHALF OF **Merlo Construction Co., Inc.**

EFFECTIVE **August 15, 2016**

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

THE SURETY, **Great American Insurance Company** hereby gives its consent to:

**The penal sum of the Payment, Performance and Maintenance and Guarantee Bond, Bond No. CA 1400638 is hereby increased from \$221,394.75 to \$237,357.62.**

EFFECTIVE: **30th day of August, 2017**

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified and that the liability of the Surety under the attached bond and under the attached bond as changes by this rider shall not be cumulative.

**SIGNED, AND SEALED 30th day of August, 2017**

**Great American Insurance Company** Surety



---

**Nicholas Ashburn, Attorney-in-Fact**



**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 20903

**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
NICHOLAS ASHBURN PAUL M. HURLEY HOLLY NICHOLS ROBERT D. HEUER ANNE M. BARICK MICHAEL D. LECHNER	ALL OF TROY, MICHIGAN	ALL \$100,000,000

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 19TH day of MAY 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L. C. B.*

Assistant Secretary

*David C. Kitchin*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 19TH day of MAY, 2017, 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 05-18-2020

*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

30<sup>th</sup> day of AUGUST 2017



*Atty L. C. B.*

Assistant Secretary

**SWORN STATEMENT**

STATE OF MICHIGAN )  
 )SS  
 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  
Novi Pathway NV15-010

*(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 (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
BARNSCO		3,469.49	3,469.49	-			
CALO		7,478.12	7,478.12	-			
CONSTRUCTION VIDEO		1,785.00	1,785.00	-			
ETNA		2,315.68	2,315.68	-			
HD SUPPLY		10,581.90	10,581.90	-			
FMG		762.50	762.50	-			
FOUR WAY		22,199.00	22,199.00	-			
PK CONTRACTING		1,575.00	1,575.00	-			
PREMIER TREE		17,612.00	17,612.00	-			
STONECO		2,657.65	2,657.65	-			
SUPERIOR MATERIAL		25,797.24	25,797.24	-			
				-			
				-			
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.							
TOTALS		96,233.58	96,233.58	-			

(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.

*Raymond Merlo*

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 of this

018 day of February in the year 2018  
*Christine L Kotoucek*  
 Notary Public Signature

Christine L Kotoucek  
 Notary Public Name

County, State of Michigan

My commission expires

Acting in the county of Oakland

In the state of Michigan

CHRISTINE L. KOTUCEK  
 NOTARY PUBLIC, STATE OF MI  
 COUNTY OF OAKLAND  
 MY COMMISSION EXPIRES Mar 6, 2023  
 ACTING IN COUNTY OF Oakland





## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with MERLO CONSTRUCTION CO., INC. to provide  
(Prime Contracting Party)

LABOR &/OR MATERIAL for the improvement of the property  
(Type of service)

described as 2016 PATHWAY & ADA #NV15-010  
(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: 8/16/17

*Patrice Bauman*  
(Signature of Lien Claimant)

PATRICE BAUMAN  
(Printed Name of Lien Claimant)

CREDIT MGR  
(Title of Lien Claimant)

Company Name: BARNSCO

Address: 975 LADD RD PO BOX 908 WALLED LAKE, MI 48390

Telephone: (248) 668-1010

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



cityoflvonia.org

### FULL UNCONDITIONAL WAIVER OF LIEN

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Signed on: 8/24/17

Annette Zywiol  
(Signature of Lien Claimant)

Annette Zywiol  
(Printed Name of Lien Claimant)

Admin. Assistant  
(Title of Lien Claimant)

Company Name: CALO & SON'S CONSTRUCTION. INC

Address: P.O. 530563 LIVONIA, MI 48153

Telephone: (248) 468-9200

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





**FULL UNCONDITIONAL WAIVER OF LIEN**

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Signed on: 8/15/17

(Signature of Lien Claimant)

Dwight C. Spengler  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: CONSTRUCTION VIDEO MEDIA, INC

Address: 111 EAST NEWBERRY P.O. BOX 90 ROMEO, MI 48065

Telephone: (586) 752-2580

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## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with MERLO CONSTRUCTION CO., INC. to provide  
(Prime Contracting Party)

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(Type of service)

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Signed on: Aug 15 2017

Lydia Wooten  
(Signature of Lien Claimant)

Lydia Wooten  
(Printed Name of Lien Claimant)

Credit  
(Title of Lien Claimant)

Company Name: ETNA SUPPLY COMPANY

Address: 29949 BECK RD WIXOM, MI 48393

Telephone: (616) 248-9182

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





## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with MERLO CONSTRUCTION CO., INC. to provide  
(Prime Contracting Party)

LABOR &/OR MATERIAL for the improvement of the property  
(Type of service)

described as 2016 PATHWAY & ADA #NV15-010  
(Project Name)

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

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Signed on: 8-15-17

Kathy Anderson  
(Signature of Lien Claimant)

KATHY ANDERSON

(Printed Name of Lien Claimant)

credit manager  
(Title of Lien Claimant)

Company Name: HD SUPPLY WATERWORKS, LTD

Address: 4901 DEWITT RD CANTON, MI 48188

Telephone: (734) 398-5950

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION CO., INC. to provide  
(Prime Contracting Party)

LABOR &/OR MATERIAL for the improvement of the property  
(Type of service)

described as 2016 PATHWAY & ADA #NV15-010  
(Project Name)

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Signed on: 8/15/17

*Carla Grinold*  
(Signature of Lien Claimant)

Carla Grinold  
(Printed Name of Lien Claimant)

\_\_\_\_\_  
(Title of Lien Claimant)

Company Name: FMG CONCRETE CUTTING

Address: 3515 S. OLD US 23 BRIGHTON, MI 48114

Telephone: (810) 227-3650

**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:

2016 PATHWAY & ADA #NV15-010  
VARIOUS LOCATIONS  
NOVI, MI .

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

Are hereby waived and released.

FOUR-WAY PAVING, LLC  
19171 CARDONI ST.  
DETROIT, MI 48203  
(313) 366-7930

BY:

Donald W. Lang

Signed On:

6-28-17

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



## FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with MERLO CONSTRUCTION CO., INC. to provide  
(Prime Contracting Party)

LABOR &/OR MATERIAL for the improvement of the property  
(Type of service)

described as 2016 PATHWAY & ADA #NV15-010  
(Project Name)

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

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Signed on: 8/15/17

Nicole Gray  
(Signature of Lien Claimant)

Nicole Gray, Agent

(Printed Name of Lien Claimant)

(Title of Lien Claimant)

Company Name: P.K. CONTRACTING, INC.

Address: 1965 BARRETT 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 MERLO CONSTRUCTION CO., INC. to provide  
(Prime Contracting Party)

LABOR &/OR MATERIAL for the improvement of the property  
(Type of service)

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Signed on: 8-25-17

*Juan J. Torres*  
(Signature of Lien Claimant)

Juan J Torres  
(Printed Name of Lien Claimant)

PRESIDENT  
(Title of Lien Claimant)

Company Name: PREMIERE TREE REMOVAL

Address: P.O. BOX 996 NOVI, MI 48376

Telephone: 248.344.7444

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



## FULL UNCONDITIONAL WAIVER OF LIEN

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Signed on: 8/24/17

*Hailey Buhl*  
(Signature of Lien Claimant)

Hailey Buhl  
(Printed Name of Lien Claimant)

AR/Credit  
(Title of Lien Claimant)

Company Name: STONECO OF MICHIGAN

Address: 15203 S TELEGRAPH RD MONROE, MI 48161

Telephone: (734) 587-7125

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Signed on: 8-24-17

Suzanne Baiardi  
(Signature of Lien Claimant)

Suzanne Baiardi  
(Printed Name of Lien Claimant)

Agent  
(Title of Lien Claimant)

Company Name: SUPERIOR MATERIALS, INC

Address: 30701 W. 10 MILE RD SUITE #500 FARMINGTON HILLS, MI 48336

Telephone: (248) 788-8000

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