



**CITY OF NOVI CITY COUNCIL  
FEBRUARY 8, 2021**

**SUBJECT:** Approval of the final payment to DeMaria Building Company for the Department of Public Works (DPW) Field Complex construction and the Department of Public Safety Gun Range and Training Facility construction in the amount of \$228,885.73, plus interest earned on retainage.

**SUBMITTING DEPARTMENT:** Integrated Solutions, Facilities Management Division

<b>EXPENDITURE REQUIRED</b>	<p>\$ 0.00 209-442.00-976.401          \$ 116,958.70 400-442.00-976.401  <u>\$ 13,927.03 400-402.00-976.000</u>  <b>\$ 130,885.73 TOTAL EXPENDITURE</b>  <u>\$ 98,000.00 Retainage</u>  <b>\$ 228,885.73 TOTAL</b></p>
<b>AMOUNT BUDGETED</b>	<p>\$ 0 209-442.00-976.401 FY 2019-20 Budget          \$ 116,959 400-442.00-976.401 FY 2019-20 Budget  <u>\$ 13,928 400-402.00-976.000 FY 2019-20 Budget</u>  <b>\$ 130,887 TOTAL EXPENDITURE BUDGET</b></p>
<b>APPROPRIATION REQUIRED</b>	<p>\$ 0 209-442.00-976.401          \$ 0 400-442.00-976.401  <u>\$ 0 400-402.00-976.000</u>  <b>\$ 0 TOTAL</b></p>
<b>LINE ITEM NUMBER</b>	<p>209-442.00-976.401 – DPW (Tree Fund)          400-442.00-976.401 – DPW (CIP Fund)          400-402.00-976.000 - Gun Range</p>

**BACKGROUND INFORMATION:** The Capital Improvement Millage, supported by the public via a general election in 2016, outlined a need for improvements to City structures including the Department of Public Safety Gun Range and DPW Field Services Complex. In both instances, the expansions were needed to support a staff servicing a community of 60,000 residents, not 20,000 as originally designed. In the case of the DPW facility, the building was constructed 30 years ago. The Facilities Management team collaborated with NSA Architects and members of the Public Safety and DPW Departments to develop a bid package that addressed current as well as future requirements.

The Department of Public Works renovation included an expansion of the existing main DPW building to provide enclosed storage space for DPW vehicles and equipment, expanded lunch/meeting/office/restroom/locker room space, and additional vehicle/equipment maintenance areas. The building now provides a proper workspace for staff and adequate space to store vehicles and equipment.

The Gun Range Training Facility Expansion included the addition of a Training Classroom to the existing building. The new classroom now provides appropriate space for firearms instruction that was previously presented in the hallway or lobby. In addition, the new facility includes restrooms, parking, and storage space.

The construction contract was awarded for this project at the March 26, 2018 City Council Meeting to DeMaria Building Company. Integrated Solutions staff worked with NSA Architects to review and verify the final contract payment amount of \$228,885.73 (attached pay application number 18).

**RECOMMENDED ACTION:** Approval of the final payment to Demaria Building Company for the Department of Public Works (DPW) Field Complex construction and the Department of Public Safety Gun Range and Training Facility construction in the amount of \$228,885.73, plus interest earned on retainage.



**DeMARIA BUILDING COMPANY**

Design & Build | Construction Management | General Contracting

# INVOICE

<b>Sold To: City of NOVI</b> City of Novi 45175 Ten Mile Rd. Novi, MI 48375 Attn: Brandon McCullough	<b>Invoice No.:</b>	<b>10318000-18</b>
	<b>Date:</b>	<b>July 31, 2020</b>
	<b>Our Job No.:</b>	<b>10-3180-00</b>
	<b>Your Order No.:</b>	
<b>Project / Ship To:</b> Novi DPS & Gun Range		

Description of Work	Unit Price	Amount
<b>Retainer and Work Completed through 7/31/2020</b>  PO# 95590 400-442.00-976.401 \$116,958.70 400-402.00-976.000 \$13,927.03  \$98,0000 in retainange		228,885.73
<b>Please remit to:</b> DeMaria Building Company 45500 Grand River Avenue Novi, Michigan 48374		
	<b>Subtotal:</b>	<b>228,885.73</b>
	<b>Tax:</b>	<b>0.00</b>
	<b>Total:</b>	<b>\$228,885.73</b>

APPLICATION AND CERTIFICATE FOR PAYMENT (AIA DOCUMENT G702)

To (Owner): **City of Novi**  
**45175 Ten Mile Rd.**  
**Novi, MI 48375**  
**Attn: Brandon McCullough**

Project: **Novi DPS & Gun Range**  
**26300 Lee BeGole Drive**  
**Novi, MI 48375**

Invoice No. **10318000-18**  
 Period From: **07/01/20**  
 To: **07/31/20**

From (Contractor): **DeMaria Building Company**  
**45500 Grand River**  
**Novi, MI 48374**

Contract # **A101-2017** Project No.: **10-3180-00**  
 Scope **DPS Addition/Renovation & Gun Range Addition**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY (See attached Summary Report)

ADDITIONS	REDUCTIONS
NOTE: BASED UPON THE JOINT ACCOUNTING RECORDS OF THE OWNER AND CONTRACTOR, THE ACTUAL AMOUNT DUE AS A FINAL PAYMENT SHOULD BE \$228,885.73 AS OUTLINED BELOW:	
9,976,716.51 = FINAL CONTRACT AMOUNT	
9,747,830.78 = LESS ACTUAL PAYMENTS BY OWNER	
228,885.73 = FINAL PAYMENT DUE TO THE CONTRACTOR	
<b>NET AMOUNT OF CHANGES:</b>	<b>\$0.00</b>

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM.....	\$9,287,059.00
NET BY CHANGE ORDERS.....	\$689,667.51
CONTRACT SUM TO DATE.....	\$9,976,716.51
TOTAL COMPLETED AND STORED TO DATE.....	\$9,976,716.51
RETAINAGE.....	\$0.00
TOTAL EARNED LESS RETAINAGE.....	\$9,976,716.51
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$9,747,830.78
CURRENT PAYMENT DUE.....	<u>\$228,885.73</u>
BALANCE TO COMPLETE	<u>\$0.00</u>

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in conformance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: DeMaria

By:  Date: 10/23/2020  
 Richard Flynn, CFO

KATHEEN A. MCGREEVY  
 NOTARY PUBLIC, STATE OF MI  
 COUNTY OF OAKLAND  
 MY COMMISSION EXPIRES Dec 5, 2025  
 ACTING IN COUNTY OF

State of: Michigan  
 County of: Oakland

Subscribed and sworn to before  
 me this 23rd day of October-20



Notary Public: Kathleen A McGreevy  
 My Commission expires: 12/05/25

ARCHITECT'S CERTIFICATE FOR PAYMENT\*

In accordance with the Contractor Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED \$228,885.73

(Attached explanation if amount certified differs from the amount applied for initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:  Date: 10-23-20  
 BY: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights to the Owner or Contractor under this Contract.



1  
SCHEDULE OF VALUES BREAKDOWN

APPL NO.: 10318000-18  
PERIOD ENDING: 7/31/2020

Novl DPS & Gun Range

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D			G		H		I RETENTION (\$) AMOUNT		
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	F (\$) VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	(% COMPL COMPL.	BALANCE TO FINISH				
									E			
1001	Mobilization/DeMob	139,000.00	139,000.00	\$0.00	0.00	139,000.00	100.00%	0.00	0.00			
1002	Bonds & insurance	92,750.00	92,750.00	\$0.00	0.00	92,750.00	100.00%	0.00	0.00			
1003	DeMaria Staff	306,250.00	306,250.00	0.00	0.00	306,250.00	100.00%	0.00	0.00			
1004	DeMaria General Conditions	158,700.00	158,700.00	0.00	0.00	158,700.00	100.00%	0.00	0.00			
1005	Temp Fencing/Barricades	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	0.00			
1006	Final Clean-up	14,300.00	14,300.00	\$0.00	0.00	14,300.00	100.00%	0.00	0.00			
1007	Special Inspections Allowance DBC	20,000.00	20,000.00	\$0.00	0.00	20,000.00	100.00%	0.00	0.00			
1008	Winter Conditions Allowance	50,000.00	50,000.00	\$0.00	0.00	50,000.00	100.00%	0.00	0.00			
	<b>GCs Subtotal</b>	<b>793,000.00</b>	<b>793,000.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>793,000.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>			
<b>DPS Addition &amp; Renovation</b>		<b>DPS Addition &amp; Renovation</b>										
2000	Earthwork Mob/GCs	35,300.00	35,300.00	\$0.00	0.00	35,300.00	100.00%	0.00	0.00			
2001	Earthwork Site Demo/Clearing	42,000.00	42,000.00	\$0.00	0.00	42,000.00	100.00%	0.00	0.00			
2002	Earthwork Soil Erosion Control	18,000.00	18,000.00	\$0.00	0.00	18,000.00	100.00%	0.00	0.00			
2003	Earthwork Strip Topsoil/Hauling	34,000.00	34,000.00	\$0.00	0.00	34,000.00	100.00%	0.00	0.00			
2004	Earthwork Site Cut/Fill/Hauling	88,000.00	88,000.00	\$0.00	0.00	88,000.00	100.00%	0.00	0.00			
2005	Earthwork Install Storm Sewer	157,310.00	157,310.00	\$0.00	0.00	157,310.00	100.00%	0.00	0.00			
2006	Earthwork Water	93,000.00	93,000.00	\$0.00	0.00	93,000.00	100.00%	0.00	0.00			
2007	Earthwork Place Base for Concrete	93,000.00	93,000.00	\$0.00	0.00	93,000.00	100.00%	0.00	0.00			
2008	Earthwork Asphalt Base	41,000.00	41,000.00	\$0.00	0.00	41,000.00	100.00%	0.00	0.00			
2009	Earthwork Place Base for Slab	28,224.00	28,224.00	\$0.00	0.00	28,224.00	100.00%	0.00	0.00			
2100	Selective Demolition	145,700.00	145,700.00	\$0.00	0.00	145,700.00	100.00%	0.00	0.00			
2200	Landscaping	103,796.00	103,796.00	\$0.00	0.00	103,796.00	100.00%	0.00	0.00			
2300	Asphalt Pavement	103,000.00	103,000.00	\$0.00	0.00	103,000.00	100.00%	0.00	0.00			
2400	Fencing	38,000.00	38,000.00	\$0.00	0.00	38,000.00	100.00%	0.00	0.00			
2500	Footings & Foundations	868,000.00	868,000.00	\$0.00	0.00	868,000.00	100.00%	0.00	0.00			
2501	Concrete SOG	240,425.00	240,425.00	\$0.00	0.00	240,425.00	100.00%	0.00	0.00			
2502	Concrete Pads	14,000.00	14,000.00	\$0.00	0.00	14,000.00	100.00%	0.00	0.00			
2503	Concrete Bollards	36,000.00	36,000.00	\$0.00	0.00	36,000.00	100.00%	0.00	0.00			
2504	Concrete SOD	38,000.00	38,000.00	\$0.00	0.00	38,000.00	100.00%	0.00	0.00			
2505	PreCast planks	79,200.00	79,200.00	\$0.00	0.00	79,200.00	100.00%	0.00	0.00			
2600	Masonry	492,850.00	492,850.00	\$0.00	0.00	492,850.00	100.00%	0.00	0.00			
2700	Structural/Misc Steel	265,412.00	265,412.00	\$0.00	0.00	265,412.00	100.00%	0.00	0.00			
2701	Structural Steel Shoping Drawings	30,000.00	30,000.00	\$0.00	0.00	30,000.00	100.00%	0.00	0.00			
2702	Structural Steel Erection/Detailing	95,000.00	95,000.00	\$0.00	0.00	95,000.00	100.00%	0.00	0.00			
2800	Carpentry Rough framing	96,600.00	96,600.00	\$0.00	0.00	96,600.00	100.00%	0.00	0.00			
2801	Carpentry/ Doors & Hardware Install	27,200.00	27,200.00	\$0.00	0.00	27,200.00	100.00%	0.00	0.00			
2802	Gyp Board Assemblies/FRP/ accessories	340,200.00	340,200.00	\$0.00	0.00	340,200.00	100.00%	0.00	0.00			
2803	Finish Carpentry/Millwork	141,300.00	141,300.00	\$0.00	0.00	141,300.00	100.00%	0.00	0.00			
2804	Roofing existng DPW	217,102.00	217,102.00	\$0.00	0.00	217,102.00	100.00%	0.00	0.00			
2805	Roofing Metal coping & accessories	11,548.00	11,548.00	\$0.00	0.00	11,548.00	100.00%	0.00	0.00			

Novl DPS & Gun Range

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D			G		H		I RETENTION (\$) AMOUNT	
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	F (\$) VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	G (%) COMPL.	BALANCE TO FINISH			
									E		
2900	Glazing, Glass Wall panels	159,800.00	159,800.00	\$0.00	0.00	159,800.00	100.00%	0.00	0.00		
3000	OH Doors	34,849.00	34,849.00	\$0.00	0.00	34,849.00	100.00%	0.00	0.00		
3100	Doors/Frames/Hardware	68,000.00	68,000.00	\$0.00	0.00	68,000.00	100.00%	0.00	0.00		
3200	Acoustic Ceilings	34,029.00	34,029.00	\$0.00	0.00	34,029.00	100.00%	0.00	0.00		
3300	Carpet/VCT Flooring	57,887.00	57,887.00	\$0.00	0.00	57,887.00	100.00%	0.00	0.00		
3400	Hard Tile	24,200.00	24,200.00	\$0.00	0.00	24,200.00	100.00%	0.00	0.00		
3500	Prep, Prime, Paint	128,179.00	128,179.00	\$0.00	0.00	128,179.00	100.00%	0.00	0.00		
3600	Epoxy floor coating	16,300.00	16,300.00	\$0.00	0.00	16,300.00	100.00%	0.00	0.00		
3700	F. E. cabinets/Markerboards/Wall Protection	9,940.00	9,940.00	\$0.00	0.00	9,940.00	100.00%	0.00	0.00		
3800	Signage	6,447.00	6,447.00	\$0.00	0.00	6,447.00	100.00%	0.00	0.00		
3900	Kitchen Equip/Access	13,750.00	13,750.00	\$0.00	0.00	13,750.00	100.00%	0.00	0.00		
4000	Toilet Accessories	19,630.00	19,630.00	\$0.00	0.00	19,630.00	100.00%	0.00	0.00		
4100	Lockers	40,696.00	40,696.00	\$0.00	0.00	40,696.00	100.00%	0.00	0.00		
4200	Wall Racks	4,949.00	4,949.00	\$0.00	0.00	4,949.00	100.00%	0.00	0.00		
4300	Floor Mats/Frames	1,100.00	1,100.00	\$0.00	0.00	1,100.00	100.00%	0.00	0.00		
4400	Shades/Window Treatments	6,212.00	6,212.00	\$0.00	0.00	6,212.00	100.00%	0.00	0.00		
4500	Elevator	108,500.00	108,500.00	\$0.00	0.00	108,500.00	100.00%	0.00	0.00		
4600	Jib Crane	6,250.00	5,625.00	\$625.00	0.00	6,250.00	100.00%	0.00	0.00		
4700	Vehicle Wash equipment	49,698.00	47,213.10	\$2,484.90	0.00	49,698.00	100.00%	0.00	0.00		
4800	Pre-Eng Bldg ; Engineering/Drafting - Foundations/Steel	29,372.00	29,372.00	\$0.00	0.00	29,372.00	100.00%	0.00	0.00		
4801	PEB Structural SteelSliding Mat'l	505,699.00	505,699.00	\$0.00	0.00	505,699.00	100.00%	0.00	0.00		
4802	PEB Erection/Equipment	343,329.00	343,329.00	\$0.00	0.00	343,329.00	100.00%	0.00	0.00		
4803	PEB Snow Guards/Gutters	18,600.00	18,600.00	\$0.00	0.00	18,600.00	100.00%	0.00	0.00		
4900	HVAC Permits/SD/Submittals	5,500.00	5,500.00	\$0.00	0.00	5,500.00	100.00%	0.00	0.00		
4901	HVAC Cut/Cap/Demolition	4,800.00	4,800.00	\$0.00	0.00	4,800.00	100.00%	0.00	0.00		
4902	HVAC Condensors/Piping	12,000.00	12,000.00	\$0.00	0.00	12,000.00	100.00%	0.00	0.00		
4903	HVAC Sheet Metal Materials	59,070.00	59,070.00	\$0.00	0.00	59,070.00	100.00%	0.00	0.00		
4904	HVAC Sheet Metal Field Install Labor	78,403.00	78,403.00	\$0.00	0.00	78,403.00	100.00%	0.00	0.00		
4905	HVAC Equipment	132,650.00	132,650.00	\$0.00	0.00	132,650.00	100.00%	0.00	0.00		
4906	HVAC Equipment Install	37,350.00	37,350.00	\$0.00	0.00	37,350.00	100.00%	0.00	0.00		
4907	HVAC Insulation	8,000.00	8,000.00	\$0.00	0.00	8,000.00	100.00%	0.00	0.00		
4908	HVAC Controls	20,000.00	20,000.00	\$0.00	0.00	20,000.00	100.00%	0.00	0.00		
4909	HVAC CO/NO2 Detect Systems	43,500.00	41,325.00	\$2,175.00	0.00	43,500.00	100.00%	0.00	0.00		
4910	HVAC Close-out (TAB,O&M & As-Builts)	6,000.00	5,700.00	\$300.00	0.00	6,000.00	100.00%	0.00	0.00		
5000	Fire Suppression Design/Drafting	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	0.00		
5001	Fire Suppression Rough	16,400.00	16,400.00	0.00	0.00	16,400.00	100.00%	0.00	0.00		
5002	Fire Suppression Finish	8,559.00	8,559.00	0.00	0.00	8,559.00	100.00%	0.00	0.00		
5100	Mech Plumbing Rough Mat'l	98,460.00	98,460.00	0.00	0.00	98,460.00	100.00%	0.00	0.00		
5101	Mech Plumbing Rough Labor	101,800.00	101,800.00	0.00	0.00	101,800.00	100.00%	0.00	0.00		
5102	Mech Plumbing Fixtures/Trenches/etc	93,700.00	93,700.00	0.00	0.00	93,700.00	100.00%	0.00	0.00		
5103	Mech Plumbing Field Labor	97,450.00	97,450.00	0.00	0.00	97,450.00	100.00%	0.00	0.00		



## Novi DPS &amp; Gun Range

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D		E		F		G		H	I
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	(\$) VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	(% COMPL	BALANCE TO FINISH	RETENTION (\$) AMOUNT			
5104	Mech Plumbing Close-out (TAB, O&M & As-Builts)	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00			
5200	Electrical Light Fixtures	127,200.00	127,200.00	\$0.00	0.00	127,200.00	100.00%	0.00	0.00			
5201	Electrical Material (panels, conduit, wire)	153,200.00	153,200.00	\$0.00	0.00	153,200.00	100.00%	0.00	0.00			
5202	Electrical Rough	149,970.00	149,970.00	\$0.00	0.00	149,970.00	100.00%	0.00	0.00			
5203	Electrical Finish	148,320.00	148,320.00	\$0.00	0.00	148,320.00	100.00%	0.00	0.00			
5204	Electrical UG/Site Lighting	82,000.00	82,000.00	\$0.00	0.00	82,000.00	100.00%	0.00	0.00			
5205	Low Volt/data.access control	18,800.00	18,800.00	\$0.00	0.00	18,800.00	100.00%	0.00	0.00			
5206	Fire Alarm	66,247.00	66,247.00	\$0.00	0.00	66,247.00	100.00%	0.00	0.00			
<b>Subtotal DPS</b>		<b>\$7,409,862.00</b>	<b>\$7,404,277.10</b>	<b>\$5,584.90</b>	<b>\$0.00</b>	<b>\$7,409,862.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>			
<b>Change Orders DPS</b>												
OCO#1	CR2 Asbestos Survey/Testing	1,760.00	1,760.00	0.00	0.00	1,760.00	100.00%	0.00	0.00			
OCO#1	CR4 Trailer rental & hook-ups	16,114.12	16,114.12	0.00	0.00	16,114.12	100.00%	0.00	0.00			
OCO#2	CR3 RF#1 Header	2,771.23	2,771.23	0.00	0.00	2,771.23	100.00%	0.00	0.00			
OCO#2	CR5 Abatement	2,607.60	2,607.60	0.00	0.00	2,607.60	100.00%	0.00	0.00			
OCO#2	CR7 Deletion of OS-1	-6,016.00	(6,016.00)	0.00	0.00	(6,016.00)	100.00%	0.00	0.00			
OCO#2	CR13 Floor Slab @ Truckwash	7,554.56	7,554.56	0.00	0.00	7,554.56	100.00%	0.00	0.00			
OCO#2	CR15 Additional Testing	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00			
OCO#2	CR17 4' FRP @ Storage Building	1,833.80	1,833.80	0.00	0.00	1,833.80	100.00%	0.00	0.00			
OCO#2	CR18 Guardrail @ Curb/Retaining Wall	8,787.67	8,787.67	0.00	0.00	8,787.67	100.00%	0.00	0.00			
OCO#3	CR9 Bull #4/5 R2	45,673.76	45,673.76	0.00	0.00	45,673.76	100.00%	0.00	0.00			
OCO#3	CR10 Bulletin 6	-13,833.73	(13,833.73)	0.00	0.00	(13,833.73)	100.00%	0.00	0.00			
OCO#3	CR12 Unsuitable Soils at Vestibule	7,392.16	7,392.16	0.00	0.00	7,392.16	100.00%	0.00	0.00			
OCO#3	CR16 Shims/Grout for elevations of existing foundation	1,391.79	1,391.79	0.00	0.00	1,391.79	100.00%	0.00	0.00			
OCO#3	CR19 Mezzanine porch detail	5,634.00	5,634.00	0.00	0.00	5,634.00	100.00%	0.00	0.00			
OCO#3	CR22 Catch basin #9 removal	4,161.56	4,161.56	0.00	0.00	4,161.56	100.00%	0.00	0.00			
OCO#3	CR23 Unsuitable soils @ elevator	2,051.10	2,051.10	0.00	0.00	2,051.10	100.00%	0.00	0.00			
OCO#3	CR26 Undercutting for PEMB foundation	15,659.92	15,659.92	0.00	0.00	15,659.92	100.00%	0.00	0.00			
OCO#3	CR27 Additional Floor boxes	4,927.94	4,927.94	0.00	0.00	4,927.94	100.00%	0.00	0.00			
OCO#3	CR29 Lead abatement beams	5,453.70	5,453.70	0.00	0.00	5,453.70	100.00%	0.00	0.00			
OCO#3	CR32 Credit for FA devices and wiring in Gun Range	-8,026.00	(8,026.00)	0.00	0.00	(8,026.00)	100.00%	0.00	0.00			
OCO#3	CR33 Meter set - foundation and rack	2,942.56	2,942.56	0.00	0.00	2,942.56	100.00%	0.00	0.00			
OCO#3	CR34 Insulate and extend wall to deck	826.80	826.80	0.00	0.00	826.80	100.00%	0.00	0.00			
OCO#3	CR39 Fiberglass shower receptors for all showers	2,928.55	2,928.55	0.00	0.00	2,928.55	100.00%	0.00	0.00			
OCO#3	CR41 High oil alarm panel credit	-849.00	(849.00)	0.00	0.00	(849.00)	100.00%	0.00	0.00			
OCO#4	CR14 Bulletin 7	-11,919.44	(11,919.44)	0.00	0.00	(11,919.44)	100.00%	0.00	0.00			
OCO#4	CR21 Electrical make safe and temp circuits for Generator	3,686.54	3,686.54	0.00	0.00	3,686.54	100.00%	0.00	0.00			
OCO#4	CR24 Area C concrete during Saturday shut down	9,978.31	9,978.31	0.00	0.00	9,978.31	100.00%	0.00	0.00			

## Novi DPS &amp; Gun Range

APPL NO.: 10318000-18  
PERIOD ENDING: 7/31/2020

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D		E		F		G		H	I
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	(\$) VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	(% COMPL.	BALANCE TO FINISH	RETENTION (\$) AMOUNT			
OCO#4	CR42 Relocation of Door 105A at Storage Building	2,485.70	2,485.70	0.00	0.00	2,485.70	100.00%	0.00	0.00			
OCO#4	CR54 Keep existng Glazing and frames along H Line	-3,100.00	(3,100.00)	0.00	0.00	(3,100.00)	100.00%	0.00	0.00			
OCO#5	CR25 Parapet wall steel beam conflict	\$15,255.05	15,255.05	0.00	0.00	15,255.05	100.00%	0.00	0.00			
OCO#5	CR35 4" conductor from truck wash to floor drain	\$6,421.48	6,421.48	0.00	0.00	6,421.48	100.00%	0.00	0.00			
OCO#5	CR40 Epoxy Floor upgrade to storage building	\$3,899.53	3,899.53	0.00	0.00	3,899.53	100.00%	0.00	0.00			
OCO#5	CR47 Updated layout for Director's Office 112	\$1,486.70	1,486.70	0.00	0.00	1,486.70	100.00%	0.00	0.00			
OCO#5	CR55 Exposed utilites along existing CMU block wall	\$1,224.30	1,224.30	0.00	0.00	1,224.30	100.00%	0.00	0.00			
OCO#5	CR56 Faucet upgrade for DPS	\$1,024.00	1,024.00	0.00	0.00	1,024.00	100.00%	0.00	0.00			
OCO#6	CR37 Tree planting, landscaping and pavement	\$84,781.30	82,237.86	2,543.44	0.00	84,781.30	100.00%	0.00	0.00			
OCO#8	CR58 Office Data	\$19,547.92	19,547.92	0.00	0.00	19,547.92	100.00%	0.00	0.00			
OCO#8	CR50 Storm Line	\$1,834.86	1,834.86	0.00	0.00	1,834.86	100.00%	0.00	0.00			
OCO#9	CR31 Drain Tile @ Existing DPW Foundation	\$2,332.00	2,332.00	0.00	0.00	2,332.00	100.00%	0.00	0.00			
OCO#9	CR49 Exposed X Bracing at Vestibule	\$988.56	988.56	0.00	0.00	988.56	100.00%	0.00	0.00			
OCO#9	CR53 Lead Abatement Cross Bracing	\$7,579.73	7,579.73	0.00	0.00	7,579.73	100.00%	0.00	0.00			
OCO#9	CR57 Pavement Rework and High Volume Water Line	(\$1,402.70)	(1,402.70)	0.00	0.00	(1,402.70)	100.00%	0.00	0.00			
OCO#9	CR59 Dedicated Circuit on Generator	(\$1,967.00)	(1,967.00)	0.00	0.00	(1,967.00)	100.00%	0.00	0.00			
OCO#9	CR63 Bring EF-8 to Good Operational Condition	\$680.10	680.10	0.00	0.00	680.10	100.00%	0.00	0.00			
OCO#9	CR67 Unit Heater and Fire Protecting Interface w/new ductwork	\$2,006.57	2,006.57	0.00	0.00	2,006.57	100.00%	0.00	0.00			
OCO#9	CR69 Card Access System	\$71,534.12	71,534.12	0.00	0.00	71,534.12	100.00%	0.00	0.00			
OCO#9	CR70 Plumbing Rework in Existing Truck Wash	\$5,520.48	5,520.48	0.00	0.00	5,520.48	100.00%	0.00	0.00			
OCO#9	CR71 Mezzanine Wall Closure	\$2,395.60	2,395.60	0.00	0.00	2,395.60	100.00%	0.00	0.00			
OCO#9	CR72 Added IT Scope	\$5,539.64	5,539.64	0.00	0.00	5,539.64	100.00%	0.00	0.00			
OCO#12	CR66 Proff Roll Undercut	\$2,834.55	2,834.55	0.00	0.00	2,834.55	100.00%	0.00	0.00			
OCO#12	CR75 Added Brick	\$3,111.64	3,111.64	0.00	0.00	3,111.64	100.00%	0.00	0.00			
OCO#12	CR77 Bulletin 8	\$12,260.38	12,260.38	0.00	0.00	12,260.38	100.00%	0.00	0.00			
OCO#12	CR78 Added Insulation on North Wall of Room 108	\$620.10	620.10	0.00	0.00	620.10	100.00%	0.00	0.00			
OCO#12	CR79 DTE Transformer	\$15,803.38	15,803.38	0.00	0.00	15,803.38	100.00%	0.00	0.00			
OCO#12	CR82 MDF Material Upgrade for Interior PLAM Beam	\$3,800.00	3,800.00	0.00	0.00	3,800.00	100.00%	0.00	0.00			
OCO#12	CR83 Undercut for Unsuitable Soil at NE Corner of PEMB	\$4,505.00	4,505.00	0.00	0.00	4,505.00	100.00%	0.00	0.00			
OCO#12	CR84 Overhead Door Replacement and Painting	\$9,243.20	9,243.20	0.00	0.00	9,243.20	100.00%	0.00	0.00			
OCO#13	CR74 Added Electric Strikes & Door Hardware Rework	\$12,860.98	12,860.98	0.00	0.00	12,860.98	100.00%	0.00	0.00			
OCO#13	CR85 Fire Suppression Upgrade for PEMB	\$8,268.00	8,268.00	0.00	0.00	8,268.00	100.00%	0.00	0.00			
OCO#13	CR88 New VFD for EF-5	\$1,804.50	1,804.50	0.00	0.00	1,804.50	100.00%	0.00	0.00			
OCO#14	CR60 Gate Stantion, Card & Loop	\$3,773.60	3,396.24	377.36	0.00	3,773.60	100.00%	0.00	0.00			
OCO#14	Power For NO/CO Controls	\$1,325.00	1,192.50	132.50	0.00	1,325.00	100.00%	0.00	0.00			
OCO#14	Bosch Dishwasher	\$1,350.87	1,215.78	135.09	0.00	1,350.87	100.00%	0.00	0.00			
OCO#16	CR86 Lighting Upgrade for Mechanic Bays	\$3,002.98	2,702.68	300.30	0.00	3,002.98	100.00%	0.00	0.00			
OCO#16	CR87 NEMA Enclosure for MAU VFD's	\$4,070.40	3,663.36	407.04	0.00	4,070.40	100.00%	0.00	0.00			
OCO#16	CR92 Aluminum Base @ Interior Storefront	\$3,771.72	3,394.55	377.17	0.00	3,771.72	100.00%	0.00	0.00			



Novi DPS & Gun Range

ITEM NO.	WORK ITEM DESCRIPTION	SCHEDULED VALUE \$	D			G		H BALANCE TO FINISH	I RETENTION (\$) AMOUNT
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	(\$) VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	(% COMPL		
OCO#16	CR102 Sawcut & Install Ramp Mech Bay/Truck Wash	\$2,831.26	2,548.13	283.13	0.00	2,831.26	100.00%	0.00	0.00
OCO#16	CR108 Add Stone to Ramp - Existing Concrete	\$3,125.94	2,813.35	312.59	0.00	3,125.94	100.00%	0.00	0.00
OCO#16	CR111 Elevated Sidwalks	\$6,902.72	6,212.45	690.27	0.00	6,902.72	100.00%	0.00	0.00
OCO#17	CR110 Asphalt Mill & Install @ Est Light Duty Garage	\$7,588.67	6,829.80	758.87	0.00	7,588.67	100.00%	0.00	0.00
OCO#17	CR112 Sonte in Lieu of Hydroseed@Retaining Wall Rail	\$3,015.00	2,713.50	301.50	0.00	3,015.00	100.00%	0.00	0.00
OCO#17	CR114 Replace VFD for Existing RTU-2	\$1,250.50	1,125.45	125.05	0.00	1,250.50	100.00%	0.00	0.00
OCO#18	CR103 Exhaust Duct ReRoute@Tube Heaters	\$4,761.33	4,285.20	476.13	0.00	4,761.33	100.00%	0.00	0.00
OCO#18	CR116 Rework doors/frames for Card Access	\$2,919.70	2,627.73	291.97	0.00	2,919.70	100.00%	0.00	0.00
OCO#18	CR118 Install & Adjust Security Cameras	\$5,914.88	5,323.39	591.49	0.00	5,914.88	100.00%	0.00	0.00
OCO#18	CR119 Opening 205A Change@ Mezzalane	\$1,696.00	1,526.40	169.60	0.00	1,696.00	100.00%	0.00	0.00
OCO#18	CR120 Added Vent Stack@Screens	\$1,920.31	1,728.28	192.03	0.00	1,920.31	100.00%	0.00	0.00
OCO#18	CR124 Power Washing Venting	\$5,198.03	4,678.23	519.80	0.00	5,198.03	100.00%	0.00	0.00
OCO#20	CR52 Added Demolition Along E Line, Mezzanine Heat	\$3,968.64	0.00	3,968.64	0.00	3,968.64	100.00%	0.00	0.00
OCO#20	CR61 Concrete rework for Catch Basin in Laundry Room	\$676.28	0.00	676.28	0.00	676.28	100.00%	0.00	0.00
OCO#20	CR64 Remove Existing Chimney Stack	\$648.57	0.00	648.57	0.00	648.57	100.00%	0.00	0.00
OCO#20	CR90 Floor Mounted Exhaust Fans Equipment Pad	\$1,123.60	0.00	1,123.60	0.00	1,123.60	100.00%	0.00	0.00
OCO#20	CR97 Mezzanine Wall Height Extension	\$11,021.62	0.00	11,021.62	0.00	11,021.62	100.00%	0.00	0.00
OCO#20	CR113 PEMP Roof Drainage System	\$15,262.52	0.00	15,262.52	0.00	15,262.52	100.00%	0.00	0.00
OCO#20	CR115 Additional Life Safety materials and Labor	\$17,422.60	0.00	17,422.60	0.00	17,422.60	100.00%	0.00	0.00
OCO#20	CR117 Installation of Irrigation per PEA	\$8,798.00	0.00	8,798.00	0.00	8,798.00	100.00%	0.00	0.00
OCO#20	CR121 Added Door Hardware for Storage Building	\$10,335.00	0.00	10,335.00	0.00	10,335.00	100.00%	0.00	0.00
OCO#20	CR123 Parking Block Upsize	\$4,580.31	0.00	4,580.31	0.00	4,580.31	100.00%	0.00	0.00
OCO#20	CR129 Credit for Glass Screen	(\$2,500.00)	0.00	(2,500.00)	0.00	(2,500.00)	100.00%	0.00	0.00
OCO#20	CR133 Misc Steel Changes	\$9,345.80	0.00	9,345.80	0.00	9,345.80	100.00%	0.00	0.00
OCO#20	CR134 Voltage Change at Power Washer	\$1,298.50	0.00	1,298.50	0.00	1,298.50	100.00%	0.00	0.00
	CR89R2 Extended General Conditions	\$21,622.80	\$0.00	\$21,622.80	\$0.00	21,622.80	100.00%	0.00	0.00
<b>Subtotal Change Orders - DPS</b>		<b>\$611,577.62</b>	<b>\$498,988.05</b>	<b>\$112,589.57</b>	<b>\$0.00</b>	<b>\$611,577.62</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Cost - DPS</b>		<b>8,021,439.62</b>	<b>7,903,265.15</b>	<b>118,174.47</b>	<b>0.00</b>	<b>8,021,439.62</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>

Gun Range Addition		Gun Range Addition							
1000	Earthwork Mob/GCs	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
1001	Earthwork Site Clearing/Demo	75,000.00	75,000.00	\$0.00	0.00	75,000.00	100.00%	0.00	0.00
1002	Earthwork Soil Erosion Control	10,000.00	10,000.00	\$0.00	0.00	10,000.00	100.00%	0.00	0.00
1003	Earthwork Strip/Haul Topsoil	10,000.00	10,000.00	\$0.00	0.00	10,000.00	100.00%	0.00	0.00
1004	Earthwork Site Cut/Fill/Haul	45,690.00	45,690.00	\$0.00	0.00	45,690.00	100.00%	0.00	0.00
1005	Earthwork Install Storm Sewer	40,000.00	40,000.00	\$0.00	0.00	40,000.00	100.00%	0.00	0.00
1006	Earthwork Install Sanitary Sewer	7,000.00	7,000.00	\$0.00	0.00	7,000.00	100.00%	0.00	0.00
1007	Earthwork Install Water	20,000.00	20,000.00	\$0.00	0.00	20,000.00	100.00%	0.00	0.00
1008	Earthwork Base for Concrete	20,000.00	20,000.00	\$0.00	0.00	20,000.00	100.00%	0.00	0.00
1009	Earthwork Install Base/Backfill for Building slab	5,000.00	5,000.00	\$0.00	0.00	5,000.00	100.00%	0.00	0.00



Novi DPS & Gun Range

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D			E		F		G		H		I
			PREVIOUS (\$) AMOUNT	CURRENT (\$) AMOUNT	(\$) VALUE OF STORED MATERIAL	TOTAL COMPLETE AND STORED TO DATE	(% COMPL.	BALANCE TO FINISH	RETENTION (\$) AMOUNT					
1200	Landscaping/Irrigation	84,100.00	84,100.00	\$0.00	0.00	84,100.00	100.00%	0.00	0.00					
1300	Footings & Foundations	61,100.00	61,100.00	\$0.00	0.00	61,100.00	100.00%	0.00	0.00					
1301	Concrete SOG	68,622.00	68,622.00	\$0.00	0.00	68,622.00	100.00%	0.00	0.00					
1400	Masonry	168,000.00	168,000.00	\$0.00	0.00	168,000.00	100.00%	0.00	0.00					
1500	Rough Carpentry/ Doors & Hardware Install	24,875.00	24,875.00	\$0.00	0.00	24,875.00	100.00%	0.00	0.00					
1501	Gyp Board Assemblies/accessories	50,700.00	50,700.00	\$0.00	0.00	50,700.00	100.00%	0.00	0.00					
1502	Finish Carpentry/Millwork	12,741.00	12,741.00	\$0.00	0.00	12,741.00	100.00%	0.00	0.00					
1600	Roofing	30,010.00	30,010.00	\$0.00	0.00	30,010.00	100.00%	0.00	0.00					
1700	Glazing, Glass Wall panels	27,501.00	27,501.00	\$0.00	0.00	27,501.00	100.00%	0.00	0.00					
1800	Doors/Frames/Hardware	11,000.00	11,000.00	\$0.00	0.00	11,000.00	100.00%	0.00	0.00					
1900	Acoustic Ceilings	31,029.00	31,029.00	\$0.00	0.00	31,029.00	100.00%	0.00	0.00					
2000	Carpet/VCT Flooring	14,800.00	14,800.00	\$0.00	0.00	14,800.00	100.00%	0.00	0.00					
2100	Hard Tile	10,334.00	10,334.00	\$0.00	0.00	10,334.00	100.00%	0.00	0.00					
2101	Prep, Prime, Paint	12,179.00	12,179.00	\$0.00	0.00	12,179.00	100.00%	0.00	0.00					
2200	F. E. cabinets/Markerboards	2,507.00	2,507.00	\$0.00	0.00	2,507.00	100.00%	0.00	0.00					
2300	Interior Signage	150.00	150.00	\$0.00	0.00	150.00	100.00%	0.00	0.00					
2400	Toilet Accessories	6,630.00	6,630.00	\$0.00	0.00	6,630.00	100.00%	0.00	0.00					
2500	HVAC Permits/SD/Submittals	2,200.00	2,200.00	\$0.00	0.00	2,200.00	100.00%	0.00	0.00					
2501	HVAC Sheet Metal	9,500.00	9,500.00	\$0.00	0.00	9,500.00	100.00%	0.00	0.00					
2502	HVAC Equipment	22,480.00	22,480.00	\$0.00	0.00	22,480.00	100.00%	0.00	0.00					
2503	HVAC Labor	19,000.00	19,000.00	\$0.00	0.00	19,000.00	100.00%	0.00	0.00					
2504	HVAC Insulation	2,000.00	2,000.00	\$0.00	0.00	2,000.00	100.00%	0.00	0.00					
2505	HVAC Controls	3,359.00	3,359.00	\$0.00	0.00	3,359.00	100.00%	0.00	0.00					
2506	HVAC Close-out (TAB,O&M & As-Builts)	1,800.00	1,800.00	\$0.00	0.00	1,800.00	100.00%	0.00	0.00					
2700	Mech Plumbing Rough	26,600.00	26,600.00	0.00	0.00	26,600.00	100.00%	0.00	0.00					
2701	Mech Plumbing Fixtures/Finish	25,500.00	25,500.00	0.00	0.00	25,500.00	100.00%	0.00	0.00					
2702	Mech Close-out (O&M & As-Builts)	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00					
2800	Electrical Light Fixtures	15,700.00	15,700.00	0.00	0.00	15,700.00	100.00%	0.00	0.00					
2801	Electrical Material (panels, conduit, wire)	23,200.00	23,200.00	0.00	0.00	23,200.00	100.00%	0.00	0.00					
2802	Electrical Rough	22,800.00	22,800.00	0.00	0.00	22,800.00	100.00%	0.00	0.00					
2803	Electrical Finish	17,870.00	17,870.00	0.00	0.00	17,870.00	100.00%	0.00	0.00					
2804	Low Volt/data.access control	9,320.00	9,320.00	0.00	0.00	9,320.00	100.00%	0.00	0.00					
2805	Fire Alarm	11,800.00	11,800.00	0.00	0.00	11,800.00	100.00%	0.00	0.00					
<b>Subtotal GUN RANGE</b>		<b>1,084,197.00</b>	<b>1,084,197.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,084,197.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>					
<b>Change Orders Gun Range</b>														
OCO#7	CR43 Gun Range Patio hose bib	2,165.58	2,165.58	0.00	0.00	2,165.58	100.00%	0.00	0.00					
OCO#10	CR76 Gun Range Card Access System	16,555.99	16,555.99	0.00	0.00	16,555.99	100.00%	0.00	0.00					

## Novi DPS &amp; Gun Range

A ITEM NO.	B WORK ITEM DESCRIPTION	C SCHEDULED VALUE \$	D			E		F		G		H		I	
			PREVIOUS (\$ AMOUNT)	CURRENT (\$ AMOUNT)	(\$ VALUE OF STORED MATERIAL)	TOTAL COMPLETE AND STORED TO DATE	(% COMPL	BALANCE TO FINISH	RETENTION (\$ AMOUNT)						
OCO#13	CR81 Patto Slab @ Gun Range	3,192.72	3,192.72	0.00	0.00	3,192.72	100.00%	0.00	0.00						
OCO#15	CR99 Aluminum Frame Card Reader	3,204.07	3,204.07	0.00	0.00	3,204.07	100.00%	0.00	0.00						
OCO#16	CR80 Added Receptacles in Gun Range	1,356.80	1,356.80	0.00	0.00	1,356.80	100.00%	0.00	0.00						
OCO #17	CR126 Landscaping Modifications	4,112.80	0.00	4,112.80	0.00	4,112.80	100.00%	0.00	0.00						
OCO#19	CR126 Omit Landscaping Modifications	-4,112.80	0.00	(4,112.80)	0.00	(4,112.80)	100.00%	0.00	0.00						
OCO#21	CR126 Landscaping Modifications Near Entrance - Gun R	4,112.80	0.00	4,112.80	0.00	4,112.80	100.00%	0.00	0.00						
OCO#21	CR122 Cabinetry Rework	7,178.32	0.00	7,178.32	0.00	7,178.32	100.00%	0.00	0.00						
OCO#21	99128 Touch Up painting Gun Range	2,635.91	0.00	2,635.91	0.00	2,635.91	100.00%	0.00	0.00						
<b>Subtotal Change Orders- Gun Range</b>		<b>\$78,079.89</b>	<b>\$64,152.86</b>	<b>\$13,927.03</b>	<b>\$0.00</b>	<b>\$78,079.89</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>						
<b>Total Cost - Gun Range</b>		<b>\$1,162,276.89</b>	<b>\$1,148,349.86</b>	<b>\$13,927.03</b>	<b>\$0.00</b>	<b>\$1,162,276.89</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>						
<b>Grand Total - GC's - DPS - Gun Range</b>		<b>\$9,976,716.51</b>	<b>\$9,844,615.01</b>	<b>\$132,101.50</b>	<b>\$0.00</b>	<b>\$9,976,716.51</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>						



STATE OF MICHIGAN)  
COUNTY OF )

Trey Neubauer, being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of DeMaria Building Company

who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan and described as follows: (insert legal description from Notice of Commencement)

Novi DPS & Gun Range  
26300 Lee BeGole Drive  
Novi, MI 48375

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the 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 thereof, and that the amounts due to the persons as of the date thereof 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
Acoustech Ceilings	Acoustical	62,652.00	62,652.00	-	-
BH Awning	Canopy	11,713.00	11,713.00	-	-
Blue Star, Inc.	Demolition	100,950.00	100,950.00	-	-
BnE Services, LLC	Waterproofing	98,506.80	98,506.80	-	-
Best Asphalt	Paving	111,636.72	111,636.72	-	-
Century Arch Hardware	Doors & Frames	86,259.00	86,259.00	-	-
Cityscapes Interantional	HVAC Unit Covers	34,874.00	34,874.00	-	-
Continental Contracting	Ceramic Tile	21,700.00	21,700.00	-	-
DH Construction Company	Carpentry	423,039.05	423,039.05	-	-
DiClaudio Mason Contractor	Masonry	565,897.00	565,897.00	-	-
Denny's Heating & Cooling	H.V.A.C.	476,658.41	476,658.41	-	-
Design Cabinets	Millwork	103,413.51	103,413.51	-	-
DSP Constructors	Concrete	971,622.86	971,622.86	-	-
Engineered Building, Inc.	Pre-Engineered Bldg	875,697.00	875,697.00	-	-
Fessler & Bowman Inc.	Excavating	834,444.20	834,444.20	-	-
Great Lakes Landscaping	Landscaping	234,869.00	234,869.00	-	-
Interclean Equipment	Vehicle Service Equip	51,908.00	51,908.00	-	-
Kerkstra Precast	Precast Concrete	78,200.00	78,200.00	-	-
Liberty Sheet Metal	Wall Siding	37,345.00	37,345.00	-	-
Miller Architectural Glass	Glass & Glazing	177,870.93	177,870.93	-	-
NBS Commercial Interiors	Flooring	71,720.00	71,720.00	-	-
Otis Elevator	Elevator	112,900.00	112,900.00	-	-
Poured Brick Walls, Inc.	Concrete	257,640.25	257,640.25	-	-
Professional Sprinkler	Fire Protection	133,640.00	133,640.00	-	-
Quality Roofing	Roofing	260,000.00	260,000.00	-	-
RCI Electric	Electrical	1,010,668.00	1,010,668.00	-	-
Security Corp.	Card Access	77,872.22	77,872.22	-	-
Signature Contracting	Painting	118,449.58	118,449.58	-	-
Shelving Inc.	Lockers	36,593.00	36,593.00	-	-
USA Plumbing & Sewer Srv.	Plumbing	485,158.41	485,158.41	-	-
Valley Steel	Structural Steel	375,566.74	375,566.74	-	-
DeMaria	Release as subs are clos	1,677,251.93	1,677,252.03	-	-
		\$ 9,976,716.61	\$ 9,976,716.71	\$ -	\$ -

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

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Project Manager of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

**WARNING TO OWNER: AN OWNER OF LESSEE OF THE ABOVE - DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
Deponent **Troy Neubauer**

By its: Project Manager

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.**

Subscribed and sworn to before me

23<sup>rd</sup> day of October

  
Notary Public

Oakland County, Michigan

My commission expires 12/31/25

KATHEEN A. MCGREEVY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 5, 2025  
ACTING IN COUNTY OF


**FULL CONDITIONAL WAIVER**

I / we have a contract with DeMaria Building Company, Inc. to provide

**General Contracting**

described as 10-3180-00 Novi DPS & Gun Range, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

DeMaria Building Company

  
(signature of lien claimant)

Signed on 10/23/2020 Address: 45500 Grand River  
Novi, MI 48374  
Telephone: 248-348-8710

**Rick Flynn**  
**CFO**

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















**AIA**

# Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

**PROJECT:** *(Name and address)*  
City of Novi Department of Public  
Safety Gun Range Addition (NSA  
Proj. #216408.00)

**ARCHITECT'S PROJECT NUMBER:**

**OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**CONTRACT FOR:** General  
Construction

**SURETY:**

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

**CONTRACT DATED:** 07-09-2018

**OTHER:**

**STATE OF:** Michigan

**COUNTY OF:** Oakland

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

Upon payment of Payment Application #18 in the amount of \$228,885.73

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

DeMaria Building Company, Inc.  
45500 Grand River Ave., Novi, MI 48374

**BY:**

*(Signature of authorized representative)*

Anthony V. DeMaria  
President

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public: Kathleen A. McGreevy

My Commission Expires: 12-05-25



# AIA Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

**PROJECT:** *(Name and address)*  
City of Novi Department of Public  
Safety Gun Range Addition (NSA  
Proj. #216408.00)

**ARCHITECT'S PROJECT NUMBER:**

OWNER:   
ARCHITECT:   
CONTRACTOR:   
SURETY:   
OTHER:

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

**CONTRACT FOR:** General Construction  
**CONTRACT DATED:** 07-09-2018

**STATE OF:** Michigan  
**COUNTY OF:** Oakland

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

Upon payment of Payment Application #18 in the amount of \$228,885.73

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment       Yes       No

**CONTRACTOR:** *(Name and address)*  
DeMaria Building Company, Inc.  
45500 Grand River Ave.  
Novi, MI 48375

BY: \_\_\_\_\_  
*(Signature of authorized representative)*

Anthony V. DeMaria  
President  
\_\_\_\_\_  
*(Printed name and title)*

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public: Kathleen A. McGreevy  
My Commission Expires: 12-05-25





# AIA Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No.: 013129406

**PROJECT: (Name and address)**  
DPS Renovation and Gun Range  
Addition

**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: 4/6/2018**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

**Liberty Mutual Insurance Company**  
175 Berkeley Street  
Boston, MA 02116

on bond of  
(Insert name and address of Contractor)

**DeMaria Building Company, Inc.**  
45500 Grand River Ave  
Novi, MI 48374

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: **October 14, 2020**  
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company

(Surety)

(Signature of authorized representative)

Holly Nichols, Attorney-in-Fact

(Printed name and title)

Attest:  
(Seal):



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198083-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicholas Ashburn, Anne Barick, Robert D. Heuer, Paul M. Hurley, Michael D. Lechner, Mark Madden, Richard S. McGregor, Holly Nichols, Jason Rogers

all of the city of Troy state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA as
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of October, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

FULL UNCONDITIONAL WAIVER

I / we have a contract with DeMaria to provide  
(other contracting party)

Acoustical for the improvement to the property  
described as 10-3180-00 City Of Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Acoustech Ceilings

Steve Kirn

(signature of lien claimant)

Signed on: 2/17/2020

Address: 6000 E Executive Drive

Westland, MI 48185

Telephone: \_\_\_\_\_

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

**Steve Kirns**  
Owner

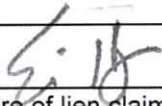


**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
Demolition for the improvement to the property  
described as 10-3180-00 Novi Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Blue Star

  
(signature of lien claimant)

Signed on: 12/18/2020

Address: 21950 Hoover Rd

Warren, MI 48089

Telephone: \_\_\_\_\_

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

**Eric Hoy**

**Vice President**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
Elevator for the improvement to the property  
described as 10-3180-00 Novi Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Otis Elevator

*K. Douglas Moerman*

(signature of lien claimant)

Signed on: June 4, 2020

Address: P.O. Box 73579

Chicago, IL 60673-3579

Telephone: 248-473-7360

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

**K Douglas Moerman**

**Project Executive New Equipment**



**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria Building Company to provide

Vehicle Service Equipment for the improvement to the property described as 10-3180-00 Novi Gun Range, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

Interclean Equipment Inc.

Tracy Clark  
(signature of lien claimant)

Signed on: Sept. 17, 2020

Address: 709 James L Hart Parkway

Ypsilanti, MI 48197

Telephone: \_\_\_\_\_

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

**Tracy Clark**

**Controller**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)

Canopy for the improvement to the property  
described as 10-3180-00 Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

B.H. Awning and Tent

Marilyn C. Dill  
(signature of lien claimant)

Signed on: 11-1-2019 Address: 2275 M-139

Benton Harbor, MI 49022

Telephone: 269-925-2187

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

**Marilyn C Dill**

**President**

**FULL UNCONDITIONAL WAIVER**

I/we have a contract with DeMaria Building Company to provide  
Paving & Surfacing for the improvement to the property  
described as 10-3180-00 New DPS and Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are  
waived and released.

Signed on: 7/17/2020

Best Asphalt Inc.  
Barbara A. Page  
(signature of lien claimant)

Address: 6334 North Beverly Plaza  
Romulus, MI 48174

Telephone: \_\_\_\_\_

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

**Barbara Page**

**Project Coordinator**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
Firestopping for the improvement to the property  
described as 10-3180-00 Novi & DSP Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

BnE Services, LLC

  
(signature of lien claimant)

Signed on: 3-9-20

Address: 33050 Industrial Road

Livonia, MI 48150

Telephone: \_\_\_\_\_

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

**Brian Anton**

**President**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)

Metal Doors & Frames for the improvement to the property  
described as 10-3180-00 Novi DPS & Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Century Arch & Hardware

  
(signature of lien claimant)

Signed on: 7-7-2020

Address: 29220 Lyon Oaks Dr

Wixom, MI 48393

Telephone: 248-533-7410

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

**Ryan Tobin**

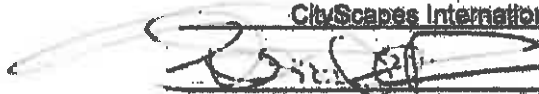
**President**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
HVAC Unit Covers for the improvement to the property  
described as 10-3180-00 City of Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Cib Scapes International Inc.



Brian P. O'Riordan  
VP Prod. Mgmt.

(signature of lien claimant)

Signed on: 01/06/2020 Address: 4200 Lyman Court  
Hilliard OH 43026-1213  
Telephone: 877-727-3367

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

**Brian P O'Riordan**


**Vice President**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
Ceramic Tile for the improvement to the property  
described as 10-3180-00 City Of Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Continental Contracting

  
(signature of lien claimant)

Signed on: 2-6-20 Address: 737 E. 9 Mile Road  
Hazel Park, MI 48030  
Telephone: 586-489-3457

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

**Xhuliano Pjtrushi**

**Estimator**



**FULL UNCONDITIONAL WAIVER**

I/we have a contract with DeMaria to provide  
(other contracting party)

Masonry for the improvement to the property  
described as 16-3180-00 City of Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

DiClaudio Mason Contractors

  
(signature of lien claimant)

Signed on: 5-14-2020 Address: 15924 Monterey

Southgate, MI 48195

Telephone: 734-671-0490

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

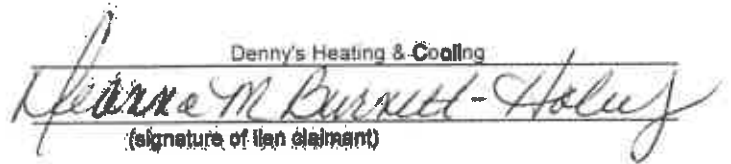
**George DiClaudio**

**Owner**

**FULL UNCONDITIONAL WAIVER**

I/we have a contract with DeMaria Building Company to provide  
HVAC for the improvement to the property  
described as 10-3180-00 Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are  
waived and released.

Denny's Heating & Cooling

  
(signature of lien claimant)

Signed on:

3/12/2020

Address:

1531 Austin Dr.

Troy, MI 48063

Telephone:

(248)669-4338

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

**Deanna M Barnett-Holly**

**Controller**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
Finished Carpentry for the improvement to the property  
described as 10-3180-00 Novi DPS & Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Design Cabinets

Sam Khadher

(signature of lien claimant)

Signed on: July 7, 2020

Address: 1898 Larchwood

Troy, MI 48083

Telephone: 248-528-5121

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

**Sam Khadher**

**President & Owner**



**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)

Gypsum Board Assemblies for the improvement to the property  
described as 10-3180-00 Novi Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

DH Construction

  
(signature of lien claimant)

Signed on: 9-3-20

Address: PO BOX 703388  
48094 Ashwood Dr  
Pymouth, MI 48170

Telephone: 734-207-1072

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

**Kathy Heuer**

**President/Secretary**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
Concrete for the improvement to the property  
described as 16-3180-00 Novi & DSP Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

JSP Constructors  
  
(signature of lien claimant)

Signed on: 3/6/20 Address: 45500 Grand River Ave  
Novi MI 48374  
Telephone: \_\_\_\_\_

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

**Darren Murray**  
**Executive VP**

**FULL UNCONDITIONAL WAIVER**

I/we have a contract with

DeMaria Building Company

to provide

Pre-Engineered Bldg

for the improvement to the property

described as

11176-01 N.W. & DPS Gas Range

, has been

fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

Engineered Building Inc.

  
(signature of lien claimant)

Signed on:

3/6/20

Address:

32401 W. Eight Mile Rd

Livonia, MI 48152

Telephone:

248-78-4900

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

**Robert McFate**

**President**



**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria Building Company to provide

Earthwork for the improvement to the property  
described as 10-3180-00 Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are  
waived and released.

Fessler and Bowman, Inc.

*By Janice L Addison*  
(signature of lien claimant)

**Asst. V.P.**

Signed on: July 22, 2020

Address: 4099 Eagle's Nest Court

Flushing, MI 48433

Telephone: 810-733-1313

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

**Janice L Addison**

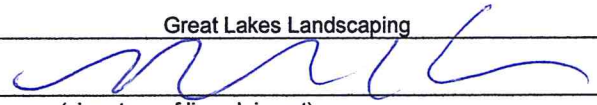
**Assistant VP**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria Building Company to provide

Landscaping for the improvement to the property described as 10-3180-00 Novi Gun Range, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

Great Lakes Landscaping



(signature of lien claimant)

Signed on: 10-13-2020

Address: 49685 Gratiot

Chesterfield, Mi 48051

Telephone: (580) 756-5347

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

**Melissa Hahn**

**Office Manager**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
Precast Concrete for the improvement to the property  
described as 10-3180-00 City of Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Kerkstra Precast

Robert Haveman - Contract Admin.  
(Signature of lien claimant) Robert Haveman - Contract Administrator

Signed on: 1/3/2020

Address: 3373 Busch Drive

Grandville, MI 49418

Telephone: 616.224.6176

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

**Robert Haveman**

**Contract Admin**



**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)

Wall Siding for the improvement to the property  
described as 10-3180-00 City Of Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Liberty Sheet Metal

Cynthia Mearnic

(signature of lien claimant)

Signed on:

2/6/2020

Address:

173 E. Pond Drive

Romeo, MI 48065

Telephone: \_\_\_\_\_

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

**Cynthia Mearnic**

**Controller**

FULL UNCONDITIONAL WAIVER

I/we have a contract with DeMaria Building Company to provide  
Glass & Glazing for the improvement to the property  
described as 10-3189-00 Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are  
waived and released.

Miller Architectural Glass  
  
(signature of lien claimant)

Signed on: 3-5-20

Address: 37809 S. Groesbeck Hwy

Clinton Twp., MI 48036

Telephone: (586)948-8350

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**Annette Miller**

**President**

**FULL UNCONDITIONAL WAIVER**

I /we have a contract with DeMaria to provide  
(other contracting party)  
Flooring for the improvement to the property  
described as 10-3180-00 City Of Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

NBS Commercial Interiors

Erika Smith  
(signature of lien claimant)

Signed on: 02/04/2020

Address: 6973 Reliable Parkway

Chicago, IL 60686

Telephone: 708-923-5400

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

**Erika Smith**

**Account Receivable Chicago Office**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria Building Company to provide

Trench & Foundations for the improvement to the property described as 10-3180-00 Novi Gun Range, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

Poured Brick  
  
(signature of lien claimant)

Signed on: 9-11-20

Address: 8001 Park Place

Brighton, MI 48116

Telephone: 248-437-4454

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

**Keith Tobel**

**President**

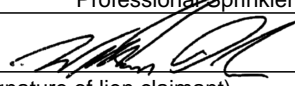


**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria Building Company to provide

Fire Suppression for the improvement to the property described as 10-3180 Novi Gun Range, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

Professional Sprinkler Inc

  
(signature of lien claimant)

Signed on: 09/03/2020

Address: 28214 Beck Rd

Wixom, Rd 48393

Telephone: (248)349-5740

**William D Case**

**President**

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

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with \_\_\_\_\_ **DeMaria Building Company** \_\_\_\_\_ to provide

**Painting** \_\_\_\_\_ for the improvement to the property described as \_\_\_\_\_ **10-3180-00 Novi & DPS Gun Range** \_\_\_\_\_, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

Signature Contracting  
\_\_\_\_\_  
  
\_\_\_\_\_  
(signature of lien claimant)

Signed on: 10/9/2020

Address: \_\_\_\_\_ 25630 Plymouth Rd \_\_\_\_\_  
\_\_\_\_\_ Redford, MI 48239 \_\_\_\_\_  
Telephone: \_\_\_\_\_ (313)937-7000 \_\_\_\_\_

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**Gill Foster**  
  
**President**



**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)

Roofing for the improvement to the property described as 10-3180-00 City of Novi & DRS Gun Range, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

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 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.

Quality Roofing

Brook Phillips  
(signature of lien claimant)

Signed on:

5/7/2020

Address:

10800 Plaza Drive

Whitmore Lake MI 48189

Telephone:

734-550-9599

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

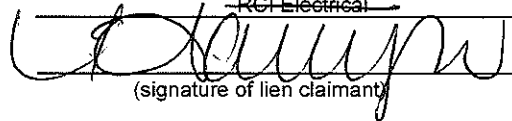
**Brook Phillips**

**Administrator**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria Building Company to provide

Electrical for the improvement to the property described as 10-3180-00 Novi Gun Range, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

RCI Electric  
RCI Electrical  
  
(signature of lien claimant)

Signed on: 10-12-20

Address: 32733 Folsom

Farmington Hills, MI 48336

Telephone: 248 471 2277

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**Kim Sawyer**

**Office Manager**



FULL UNCONDITIONAL WAIVER

I / we have a contract with De Maria to provide

(other contracting party),

Card Access/Reader for the improvement to the property

described as 10-3180-00 City of Novi & DPS Gun Range, has been

fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

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 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.

Security Corporation

  
signature of lien claimant)

Signed on:

5/8/20

Address:

223256 Roethel Drive

Novi, MI 48375

Telephone:

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

**Randy Hallway Branch Manager**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria to provide  
(other contracting party)  
Lockers for the improvement to the property  
described as 10-3180-00 City Of Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the  
described property are waived and released.

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 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.

Shelving, Inc.

Joan Aiello  
(signature of lien claimant)

Signed on: 2/7/2020

Address: 32 South Squirrel Road

Auburn Hills, MI 48326

Telephone: 248 · 852 · 8600

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

**Joan Aiello**

**Accounts Receivable Clerk**

**FULL UNCONDITIONAL WAIVER**

I / we have a contract with DeMaria Building Company to provide  
Plumbing for the improvement to the property  
described as 10-3180-00 Novi Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are  
waived and released.

Signed on: 08/28/2020

Address: 15900 32 Mile Rd

USA Plumbing  
  
(signature of lien claimant)

Ray Twp, MI 48096

Telephone: 586.731.3535

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**Kimberly Slating-Flynn**

**CEO**

**FULL UNCONDITIONAL WAIVER**

I/we have a contract with DeMaris Building Company to provide  
Structural Steel for the improvement to the property  
described as 10-3180-00 Novi & DPS Gun Range, has been  
fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are  
waived and released.

Signed on:

3-6-2020

Address:

1322 King St.

Saginaw, MI 48602

Telephone:

(989) 798-2800

Valley Steel Company

  
(signature of lien claimant)

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

**Tom Maczik Jr.**

**Owner**





**Novi Office (Mailing Address):**  
45500 Grand River Ave.  
Novi, MI 48374-1305  
(tel): 248.348.8710  
(fax): 248.348.6251

**Detroit Office:**  
3031 W. Grand Blvd., #624  
Detroit, MI 48202  
(tel): 313.870.2800  
(fax): 313.870.2810

«7/22/2019»

City of Novi  
45175 Ten Mile Road  
Novi, MI 48375

RE: Substantial Completion  
Novi DPS and Gun Range – DPS  
City of Novi  
Novi, MI  
10-3180


As of this date, (07/22/2019), we are substantially complete with the above referenced project. All punch list and close out documents are being assembled and our goal is to have these submitted to you by (08/30/2019). Please sign below verifying that your project is substantially complete as of (07/22/2019).

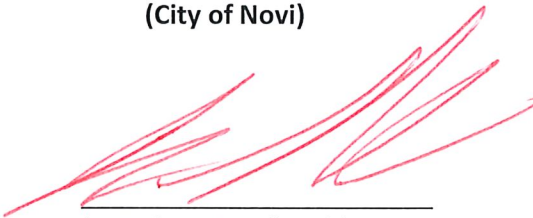
Thank you for your cooperation.

Sincerely,

**DEMARIA BUILDING COMPANY, INC**

**(City of Novi)**

  
\_\_\_\_\_  
«John Maurer» Date  
Project Engineer

  
\_\_\_\_\_  
(Brandon McCullough) Date



SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the CONTRACTOR Default, and including all unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that SURETY'S payment under this option shall in no event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.

4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the CONTRACTOR Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.

5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by CONTRACTORS of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).

6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3(b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY shall not be greater than those of the OWNER under the Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.

b. Additional legal, design professional, and delay costs incurred by the OWNER as a result of the CONTRACTOR'S Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;

c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and

d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the CONTRACTOR Default.

7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against

the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.

8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with such notice to include the Contract number and this Performance Bond number.

9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.

11. Definitions

a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract and reduced further by all direct costs and expenses incurred by the OWNER as a result of the CONTRACTOR Default, including costs of additional supervision or inspection by OWNER of the CONTRACTOR'S work under the Contract and fees and expenses paid to consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.

b. Contract: The agreement between the OWNER and the CONTRACTOR identified on the front page.

c. CONTRACTOR Default: "CONTRACTOR Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to cure or remedy, a violation of the contract within the time for such cure or remedy under the Contract. "CONTRACTOR Default" shall also mean the occurrence of an "event of default" or a "termination for cause" as those or similar terms are defined or provided for in the Contract's terms, conditions, and provisions.

Signed and Sealed This 9th day of April, 2018

In the Presence of:

(fill-in name of CONTRACTOR)

WITNESS

Cynthia A. Szalay

Cynthia A. Szalay

WITNESS

DeMaria Building Company, Inc.  
Principal

Anthony V. DeMaria  
Title

Anthony V. DeMaria, President





Nick Ashburn, Surety Account Manager

013129406

Bond No.

Liberty Mutual Insurance Company  
Surety



Title Holly Nichols, Attorney-in-fact

175 Berkeley Street

Address of Surety

Boston, MA

City

02116

Zip Code

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that DeMaria Building Company, Inc.

as Principal, hereinafter called the CONTRACTOR, and Liberty Mutual Insurance Company

as SURETY, hereinafter called Surety, are held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, for the use and benefit of claimants hereinbelow defined, in the amount of Eleven Million Four Hundred Fifty-seven Thousand

Thirty-five & NO/100-----Dollars ( \$ 11,457,035.00 )  
(Amount shall be shown in both words and figures).

for the Payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has been awarded a Contract by the OWNER for the construction of DPS Renovation and Gun Range Addition

*(fill-in project name)*

in accordance with Plans and Specifications prepared by NSA Project No. 216405.00, which award was conditioned on the CONTRACTOR providing this Payment Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall be referenced automatically be made a part hereof and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor, material, and equipment used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

A. A claimant is defined as one having a direct contract with the CONTRACTOR or with a SUBCONTRACTOR of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.



### MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DeMaria Building Company, Inc.  
hereinafter called the "Principal", and Liberty Mutual 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 Eleven Million Four

Hundred Fifty-seven Thousand Thirty-five & NO/100----- Dollars (\$ 11,457,035.00 )

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

DPS Renovation and Gun Range Addition  
*(fill-in Project Name)*

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.





**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7872162

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Edward J. Wood; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nick Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Troy, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.