



# CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**February 26, 2018**

**SUBJECT:** Approval of the final payment to Merlo Construction Company for the Meadowbrook Commons Parking Lot Rehabilitation project in the amount of \$49,275.40, plus interest earned on retainage.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 45,924.67 Senior Housing Fund (Paving Improvements)</b> <b>\$ 3,350.73 Drain Fund (Drainage Improvements)</b> <b>\$ 49,275.40 Total</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 465,508.00 Senior Housing Fund (Paving Improvements)</b> <b>\$ 157,724.00 Drain Fund (Drainage Improvements)</b> <b>\$ 623,232.00 Total</b>
<b>LINE ITEM NUMBER</b>	<b>594-000.00-969.001 Senior Housing Fund (LOT016)</b> <b>210-211.00-969.001 Drain Fund (LOT016)</b>

**BACKGROUND INFORMATION:**

In January 2014, the Parking Lot Inventory and Maintenance Plan recommended The Meadowbrook Commons Parking Lot Rehabilitation. After Spalding DeDecker (SDA) completed a detailed evaluation in 2015, it was recommended to remove the existing pavement, re-compact the aggregate base, and install new asphalt pavement. The report also recommended leaving the existing carports in place during construction and replacing the underlying asphalt pavement with concrete due to the fact that the carport columns were constructed within concrete footings, and contain electrical conduits and wiring. Additionally, the carport roofs are too low for access by equipment. Temporarily disassembling the carports was an unrealistic option from a cost and operational standpoint. The project also included reconstruction and reconfiguration of the existing sidewalk ramps to meet current American with Disabilities Act (ADA) standards.

The construction contract for this project was awarded at the March 13, 2017 City Council meeting to Merlo Construction Company in the amount of \$1,005,804.00.

Engineering staff worked with the engineering consultant for this project, SDA, to review and verify the final contract payment amount of \$49,275.40 that is due the contractor (Final Pay Estimate No. 9, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela, January 23, 2018).

There were two (2) approved change orders issued for this project resulting in a net decrease of \$20,295.82 to the construction contract, or 2.0% under the awarded amount. The approved change orders resulted in a final contract price of \$985,508.18.

**RECOMMENDED ACTION:** Approval of the final payment to Merlo Construction Company for the Meadowbrook Commons Parking Lot Rehabilitation project in the amount of \$49,275.40, plus interest earned on retainage.

# Meadowbrook Commons Parking Lot Rehab

Location Map



Map Author: Aaron J. Staup  
 Date: 3/1/2017  
 Project: Meadowbrook Commons Parking Lot Rehab  
 Version #: 1

Amended By:  
 Date:  
 Department:

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 152 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



## City of Novi

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



1 inch = 441 feet



# MEADOWBROOK COMMONS PARKING LOT REHABILITATION



Meadowbrook Commons entrance off Meadowbrook Road



New parking lot asphalt, car port concrete, and replaced concrete sidewalk



New asphalt, curb, concrete car port pads at the rear of the main building.



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 23, 2018

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

**Re: *Meadowbrook Commons Parking Lot – Merlo Construction Company -  
Closing Documents***

Dear Mr. Staup:

We have received and reviewed closing documents for the Meadowbrook Commons Parking Lot:

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

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The Maintenance Bond previously submitted with the Contract is sufficient to cover the final project cost. The General Contractor will be required to provide it is Full Unconditional Waiver of Lien at the time it receives final payment.

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

Aaron Staup, Construction Engineer  
January 22, 2018  
Page 2

Very truly yours,

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



Elizabeth Kudla Saarela

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



# CITY OF NOVI

Balance Due This Payment = \$ 49,275.40

PURCHASE ORDER NO.

95077

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

## APPLICATION FOR FINAL PAYMENT

<b>PROJECT:</b> Meadowbrook Commons Prkg Lot	<b>NOVI PROJECT NO.:</b> 17-8501	<b>PAYMENT NO.:</b> FINAL
<b>OWNER:</b> City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	<b>ENGINEER:</b> Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	<b>CONTRACTOR:</b> Merlo Construction Company 4964 Technical Drive Milford, Michigan 48381 (248) 640-2147
<b>CONTRACT AMOUNT</b>	<b>FINAL COMPLETION DATES</b>	<b>DATES OF ESTIMATE</b>
<b>ORIGINAL:</b> \$1,005,804.00	<b>ORIGINAL:</b> July 23, 2017	<b>FROM:</b> October 4, 2017
<b>REVISED:</b> \$985,508.18	<b>REVISED:</b>	<b>TO:</b> December 17, 2017
<b>ACTUAL:</b>		

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No	DIVISION 1: PAVING IMPROVEMENTS GL#594-000.00-969.001		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD	64.00	\$ 640.00	\$ 40,960.00	80.00	\$ 640.00	\$ 51,200.00	16.00	\$ 10,240.00	20%	96.00	\$ 61,440.00	120%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	\$ 40,000.00				1.00	\$ 40,000.00	100%
2	Pre-Construction Audio/Video	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
3	Soil Erosion Control Measures	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00				1.00	\$ 4,000.00	100%
4	Temp. Traffic Control Devices	LS	1.00	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	\$ 5,500.00				1.00	\$ 5,500.00	100%
5	ADA Parking Sign, Remove	EA	13.00	\$ 65.00	\$ 845.00	3.00	\$ 65.00	\$ 195.00				3.00	\$ 195.00	100%
6	Sidewalk, Remove	SF	9268.00	\$ 1.50	\$ 13,902.00	8483.00	\$ 1.50	\$ 12,724.50				8483.00	\$ 12,724.50	100%
7	HMA Surface, Remove	SY	15102.00	\$ 8.00	\$ 120,816.00	15234.28	\$ 8.00	\$ 121,874.24				15234.28	\$ 121,874.24	100%
8	Pavement, Remove	SY	7.00	\$ 20.00	\$ 140.00	4.99	\$ 20.00	\$ 99.80				4.99	\$ 99.80	100%
9	Conc Curb and Gutter, Remove	LF	1159.00	\$ 16.00	\$ 18,544.00	1568.00	\$ 16.00	\$ 25,088.00				1568.00	\$ 25,088.00	100%
10	Excavation, Earth	CY	2825.00	\$ 20.00	\$ 56,500.00	610.90	\$ 20.00	\$ 12,218.00				610.90	\$ 12,218.00	100%
11	Subgrade Undercut (As Needed)	CY	350.00	\$ 38.00	\$ 13,300.00	35.73	\$ 38.00	\$ 1,357.74				35.73	\$ 1,357.74	100%
12	Aggregate Base, Limestone	TON	3966.00	\$ 23.00	\$ 91,218.00	459.20	\$ 23.00	\$ 10,561.60				459.20	\$ 10,561.60	100%
13	1.5" Non-Met. Cndt & Elec. Conn.	LF	250.00	\$ 18.00	\$ 4,500.00	9.00	\$ 18.00	\$ 162.00				9.00	\$ 162.00	100%
14	Curb and Gutter, Conc. Det F-2	LF	1123.00	\$ 26.00	\$ 29,198.00	1425.50	\$ 26.00	\$ 37,063.00				1425.50	\$ 37,063.00	100%
15	HMA, 13A	TON	2790.00	\$ 85.00	\$ 237,150.00	2944.48	\$ 85.00	\$ 250,280.80				2944.48	\$ 250,280.80	100%
16	Conc Pavt. Nonreinf, 8-inch	SY	2619.00	\$ 50.00	\$ 130,950.00	2623.28	\$ 50.00	\$ 131,164.00				2623.28	\$ 131,164.00	100%
17	Sidewalk, Conc. 4-inch	SF	1414.00	\$ 4.25	\$ 6,009.50	1238.00	\$ 4.25	\$ 5,261.50				1238.00	\$ 5,261.50	100%
18	Sidewalk, Conc. 4" w/ Integral Curb	SF	5426.00	\$ 8.00	\$ 43,408.00	4340.50	\$ 8.00	\$ 34,724.00				4340.50	\$ 34,724.00	100%
19	ADA Ramp, Conc. 6-inch	SF	2749.00	\$ 6.50	\$ 17,868.50	3220.25	\$ 6.50	\$ 20,931.63				3220.25	\$ 20,931.63	100%
20	Str Rehab Type 1: Point Up	EA	1.00	\$ 225.00	\$ 225.00	3.00	\$ 225.00	\$ 675.00				3.00	\$ 675.00	100%
21	Str Rehab Type 2: Cover Adjust	EA	10.00	\$ 350.00	\$ 3,500.00	7.00	\$ 350.00	\$ 2,450.00				7.00	\$ 2,450.00	100%
22	Str Rehab Type 3: Reconstruct	EA	1.00	\$ 450.00	\$ 450.00	0.00	\$ 450.00	\$ -				0.00	\$ -	
23	Structure Cover, Type STM 1	EA	2.00	\$ 600.00	\$ 1,200.00	3.00	\$ 600.00	\$ 1,800.00				3.00	\$ 1,800.00	100%
24	Sign, R7-B, Complete	EA	9.00	\$ 150.00	\$ 1,350.00	1.00	\$ 150.00	\$ 150.00				1.00	\$ 150.00	100%

TOTAL THIS SHEET

\$ 842,574.00

\$ 720,280.81

\$ -

\$ 720,280.81

100%





CITY OF NOVI

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

**APPLICATION FOR FINAL PAYMENT**

PROJECT: Meadowbrook Commons Prkg Lot      NOVI PROJECT NO.: 17-8501      PAYMENT NO.: FINAL

**SECTION 1. COST OF COMPLETED WORK TO DATE**

Item No.	DIVISION 1: PAVING IMPROVEMENTS GL#594-000.00-969.001		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Sign, R7-B/R7-8A, Complete	EA	4.00	\$ 150.00	\$ 600.00	0.00	\$ 150.00					0.00		
26	Permanent Pavement Markings	LS	1.00	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	\$ 8,500.00				1.00	\$ 8,500.00	100%
27	French Drain Restoration	SY	150.00	\$ 20.00	\$ 3,000.00	435.78	\$ 20.00	\$ 8,715.60				435.78	\$ 8,715.60	100%
28	Restoration	LS	1.00	\$ 8,500.00	\$ 8,500.00	1.82	\$ 8,500.00	\$ 15,470.00				1.82	\$ 15,470.00	100%
	TOTAL FROM THIS SHEET			\$ 20,600.00		\$ 32,685.60	\$ -					\$ 32,685.60		
	TOTAL FROM OTHER SHEET			\$ 842,574.00		\$ 720,280.81	\$ -					\$ 720,280.81		
	SUBTOTAL			\$ 863,174.00		\$ 752,966.41	\$ -					\$ 752,966.41	100%	



# CITY OF NOVI

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## APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Commons Prkg Lot

NOVI PROJECT NO.: 17-8501

PAYMENT NO.: FINAL

SECTION 1.			COST OF COMPLETED WORK TO DATE											
Item No.	DIVISION 2: DRAINAGE IMPROVEMENTS GL#210-211.00-969.001		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
29	Excavation, Earth	CY	675.00	\$ 22.00	\$ 14,850.00	382.71	\$ 22.00	\$ 8,419.62				382.71	\$ 8,419.62	100%
30	6-inch HDPE Storm, Remove	LF	16.00	\$ 30.00	\$ 480.00	12.00	\$ 30.00	\$ 360.00				12.00	\$ 360.00	100%
31	Stockpile of Excavated Material	CY	3500.00	\$ 3.00	\$ 10,500.00	120.00	\$ 3.00	\$ 360.00				120.00	\$ 360.00	100%
32	Disposal of Stockpiled Material	CY	3150.00	\$ 16.00	\$ 50,400.00	927.31	\$ 16.00	\$ 14,836.96				927.31	\$ 14,836.96	100%
33	Disposal of Material to Type II Lfill	CY	350.00	\$ 26.00	\$ 9,100.00	0.00	\$ 26.00	\$ -				0.00	\$ -	
34	Structure Underdrain, Pvmt CB	EA	1.00	\$ 425.00	\$ 425.00	2.00	\$ 425.00	\$ 850.00				2.00	\$ 850.00	100%
35	Structure Underdrain, Curb CB	EA	28.00	\$ 475.00	\$ 13,300.00	26.00	\$ 475.00	\$ 12,350.00				26.00	\$ 12,350.00	100%
36	6-inch HDPE Storm	LF	89.00	\$ 25.00	\$ 2,225.00	76.00	\$ 25.00	\$ 1,900.00				76.00	\$ 1,900.00	100%
37	16-inch 6A Silica Agg Blanket Drain	SF	1175.00	\$ 15.00	\$ 17,625.00	0.00	\$ 15.00	\$ -				0.00	\$ -	
38	6-inch Perf HDPE FD w/ Trench	LF	215.00	\$ 35.00	\$ 7,525.00	348.00	\$ 35.00	\$ 12,180.00				348.00	\$ 12,180.00	100%
39	8-inch Perf HDPE UD w/ Trench	LF	370.00	\$ 40.00	\$ 14,800.00	370.00	\$ 40.00	\$ 14,800.00				370.00	\$ 14,800.00	100%
40	Core & Tap Ex Drain Str, 6-inch	EA	4.00	\$ 275.00	\$ 1,100.00	3.00	\$ 275.00	\$ 825.00				3.00	\$ 825.00	100%
41	Core & Tap Ex Drain Str, 8-inch	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ 300.00				1.00	\$ 300.00	100%
TOTAL FROM THIS SHEET					\$ 142,630.00	\$ 67,181.58	\$ -	\$ 67,181.58						
TOTAL FROM OTHER SHEETS					\$ 863,174.00	\$ 752,966.41	\$ -	\$ 752,966.41						
SUBTOTAL					\$ 1,005,804.00	\$ 820,147.99	\$ -	\$ 820,147.99	100%					



# CITY OF NOVI

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 Fax: (248) 735-5659

## APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Commons Prkg Lot

NOVI PROJECT NO.: 17-8501

PAYMENT NO.: FINAL

### NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
42	12" Depth 4% Cement Stabilized Base	SY	1	594-000.00-969.001	12633.22	\$ 10.65	\$ 134,543.79				12633.22	\$ 134,543.79	100%
43	Prepare Subgrade for FDR Stabilization	SY	1	594-000.00-969.001	12633.22	\$ 1.25	\$ 15,791.53				12633.22	\$ 15,791.53	100%
44	Sidewalk Repair, Rem	SF	1	594-000.00-969.001	1783.25	\$ 1.50	\$ 2,674.88				1783.25	\$ 2,674.88	100%
45	Sidewalk Repair	SF	1	594-000.00-969.001	1948.00	\$ 4.25	\$ 8,279.00				1948.00	\$ 8,279.00	100%
46	Pavement Repair, Rem	SY	1	594-000.00-969.001	60.50	\$ 20.00	\$ 1,210.00				60.50	\$ 1,210.00	100%
47	Conc Pavt, Nonreinf, 8 inch Repair	SY	1	594-000.00-969.001	51.50	\$ 50.00	\$ 2,575.00				51.50	\$ 2,575.00	100%
48	Curb and Gutter, Conc, Det F-2 Repair	LF	1	594-000.00-969.001	3.00	\$ 26.00	\$ 78.00				3.00	\$ 78.00	100%
49	Conc Curb and Gutter, Repair, Rem	LF	1	594-000.00-969.001	13.00	\$ 16.00	\$ 208.00				13.00	\$ 208.00	100%
50			0	0	0.00	\$ -	\$ -				0.00	\$ -	
51			0	0	0.00	\$ -	\$ -				0.00	\$ -	
52			0	0	0.00	\$ -	\$ -				0.00	\$ -	
53			0	0	0.00	\$ -	\$ -				0.00	\$ -	
54			0	0	0.00	\$ -	\$ -				0.00	\$ -	
55			0	0	0.00	\$ -	\$ -				0.00	\$ -	
56			0	0	0.00	\$ -	\$ -				0.00	\$ -	
57			0	0	0.00	\$ -	\$ -				0.00	\$ -	
58			0	0	0.00	\$ -	\$ -				0.00	\$ -	
59			0	0	0.00	\$ -	\$ -				0.00	\$ -	
60			0	0	0.00	\$ -	\$ -				0.00	\$ -	
61			0	0	0.00	\$ -	\$ -				0.00	\$ -	
62			0	0	0.00	\$ -	\$ -				0.00	\$ -	
63			0	0	0.00	\$ -	\$ -				0.00	\$ -	
64			0	0	0.00	\$ -	\$ -				0.00	\$ -	
65			0	0	0.00	\$ -	\$ -				0.00	\$ -	
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 165,360.19		\$ -		\$ 165,360.19		
TOTAL FROM OTHER SHEETS					\$ 1,005,804.00		\$ 820,147.99		\$ -		\$ 820,147.99		
<b>GRAND TOTAL</b>					\$ 1,005,804.00		\$ 985,508.18		\$ -		\$ 985,508.18		<b>100%</b>



CITY OF NOVI

PURCHASE ORDER NO.

95077

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Commons Prkg Lot NOVI PROJECT NO.: 17-8501 PAYMENT NO.: FINAL

Table with 2 columns: Description and Amount. Rows include Original Contract Amount, Change Orders, Adjusted Contract Amount to Date, Total Cost of Work Performed to Date, MINUS Retainage, MINUS Inspection 'Crew Days', Net Amt. Earned of Contract and Extra Work to Date, MINUS L.D.'s, Subtotal, ADD Incentive 'Crew Days', and Subtotal.

CHANGE ORDERS table with 3 columns: No., Date, Amount. Includes rows for change orders 1 and 2, and a TOTAL row.

MINUS Amount of Previous Payments table with 2 columns: Payment Number and Amount. Lists payments 1 through 10.

Summary table with 2 columns: Description and Amount. Rows include Inspection 'Crew Days' Allowed per Contract, Additional 'Crew Days' per Change Orders, Total Inspection 'Crew Days' Allowed, Inspection 'Crew Days' Used to Date, and Inspection 'Crew Days' Remaining.

BALANCE DUE THIS PAYMENT: \$ 49,275.40



# CITY OF NOVI

26300 Lee BeGole Dr.  
Novi, Michigan 48375  
Tel: (248) 347-0454  
Fax: (248) 735-5859

Section 3.


## APPLICATION FOR FINAL PAYMENT

PROJECT: Meadowbrook Commons Prkg Lot      NOVI PROJECT NO.: 17-8501      PAYMENT NO.: FINAL


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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

  
Digitally signed by Aaron J. Staup  
DN: cn=Aaron J. Staup, o=City of Novi, ou=Engineering  
Division, email=astaup@cityofnovi.org, c=US  
Date: 2018.01.18 12:47:29 -05'00'


**Aaron J. Staup, Construction Engineer**  
Electronic Signature Certification

  
Digitally signed by George Melistas  
DN: cn=George Melistas, o=City of Novi, ou=Engineering  
Division, email=gmelistas@cityofnovi.org, c=US  
Date: 2018.01.18 13:06:49 -05'00'

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

**Brian Gustin** Digitally signed by Brian Gustin  
Date: 2018.01.18 11:50:20 -05'00'

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

 Ghassan K. Dahoui  
Jan 18 2018 12:03 PM

**Spalding DeDecker & Associates**  
CONSULTANT - Electronic Signature Certification

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



# AIA Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No.: CA 1846957

PROJECT: *(Name and address)*  
**Meadowbrook Commons Parking  
Lot Improvements**

ARCHITECT'S PROJECT NUMBER:  
CONTRACT FOR: **Construction**

OWNER:   
ARCHITECT:   
CONTRACTOR:   
SURETY:   
OTHER:

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

CONTRACT DATED:

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

**Great American Insurance Company  
301 E. Fourth Street  
Cincinnati, OH 45202**

, SURETY,

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

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

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

**City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375**

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **December 5, 2017**  
*(Insert in writing the month followed by the numeric date and year.)*

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

*(Signature of authorized representative)*

Attest:  
(Seal):

**Nicholas Ashburn, Attorney-in-Fact**  
*(Printed name and title)*

**GREAT AMERICAN INSURANCE COMPANY®**

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

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

No. 0 20903

**POWER OF ATTORNEY**

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

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

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MAY 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*

Assistant Secretary

*David C. Kitchin*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 19TH day of MAY, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

*Susan A. Kohorst*

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

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

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

**CERTIFICATION**

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

Signed and sealed this

5<sup>th</sup> day of DECEMBER 2017



*Atty L C. B.*

Assistant Secretary

# SWORN STATEMENT

STATE OF MICHIGAN )  
 )SS  
 COUNTY OF OAKLAND )

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

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

City of Novi  
Meadowbrook Road NV 16-004  
(Insert legal description from Notice of Commencement or name and address of the Project)

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

Name of subcontractor, supplier or laborer	Type of Improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
BARNSCO	✓	2,004.88	2,004.88	-			
CALO	✓	11,435.93	11,435.93	-			
CONSTRUCTION VIDEO	✓	2,985.00	2,985.00	-			
ASPHALT SPECIALISTS	✓	490,572.26	490,572.26	-			
HD SUPPLY	✓	9,992.89	9,992.89	-			
FMG	✓	700.00	700.00	-			
EAST JORDAN	✓	1,215.31	1,215.31	-			
DANI AGGREGATE	✓	585.33	585.33	-			
DANI TRANSPORT	✓	1,215.31	1,215.31	-			
HAYES ENTERPRISE	✓	1,971.25	1,971.25	-			
INDUSTRIAL STRIPING	✓	1,863.60	1,863.60	-			
SANTOS CEMENT	✓	194,121.90	194,121.90	-			
TIA MARIA	✓	28,918.83	28,918.83	-			
PREMIERE LANDSCAPE	✓	18,344.50	18,344.50	-			
There are no subcontractors and/or suppliers other than those listed above.							
All of our wages, benefits, fringes, taxes, and withholdings are paid in full as per the contract.							
TOTALS		765,926.99	765,926.99	-			

(Some columns are not applicable to all persons listed)

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

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

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

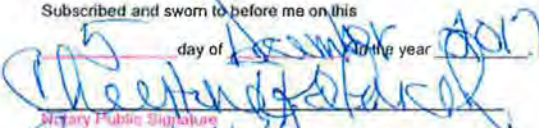
IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED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

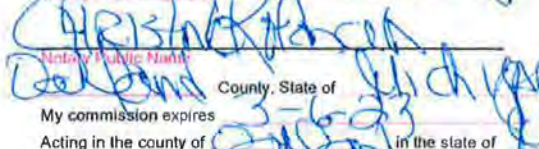
  
 Signature of Doporrell

0

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

Subscribed and sworn to before me on this \_\_\_\_\_ day of December in the year 2017

  
 Notary Public Stephanie

  
 Notary Public Nadia  
 County, State of Michigan  
 My commission expires 3-6-23  
 Acting in the county of Oakland in the state of Michigan





**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MEIRLO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12/19/17 *Patrick Bayman*  
(Signature of Lien Claimant)

PATRICK BAYMAN  
(Printed Name of Lien Claimant)

CREDIT MANAGER  
(Title of Lien Claimant)

Company Name: BARNES CD

Address: 975 LADD ROAD, P.O. BOX 908

Telephone: (248) 608-1010 WALLED LAKE, MI 48390

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



SENT- 12/4/17 @ 11:52AM

FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with MERLO CONSTRUCTION LLC to provide  
(Prime Contracting Party)

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

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12/5/17 Annette Zywiol  
(Signature of Lien Claimant)

Annette Zywiol  
(Printed Name of Lien Claimant)

Admin. Asst.  
(Title of Lien Claimant)

Company Name: CALO & SONS CONSTRUCTION, INC.

Address: P.O. BOX 5305103, LIVONIA, MI 48153

Telephone: (248) 4108-9200

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MELO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12/6/17

(Signature of Lien Claimant)

Dwight C. Spengler  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: CONSTRUCTION VIDEO MEDIA, INC

Address: 111 EAST NEWBERRY, ROMEO, MI 48065

Telephone: (586) 752-2580

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12-6-17 Diane Palazzola  
(Signature of Lien Claimant)

Diane Palazzola  
(Printed Name of Lien Claimant)

Credit Manager  
(Title of Lien Claimant)

Company Name: ASPHALT SPECIALISTS, INC.

Address: 1780 E. HIGHWOOD, PONTIAC, MI 48340

Telephone: (248) 334-4570

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

Dec. 6. 2017 1:49PM

Merlo Construction

No. 2004 P. 1/1



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12-6-17

Kathy Anderson  
(Signature of Lien Claimant)

KATHY ANDERSON  
(Printed Name of Lien Claimant)

credit manager  
(Title of Lien Claimant)

Company Name: CORE & MAIN (HD SUPPLY)

Address: 4901 DENITT RD, CANTON, MI 48188

Telephone: (734) 398-5950

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOW BROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 11/16/17 Carla J. Minock  
(Signature of Lien Claimant)

Carla J. Minock  
(Printed Name of Lien Claimant)

Admin Asst  
(Title of Lien Claimant)

Company Name: FMG CONCRETE CUTTING  
Address: 3515 S. OLD US 23, BRIGHTON, MI 48114  
Telephone: (810) 227-3100

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOW BROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 11/17/17 Julie Zook  
(Signature of Lien Claimant)

Julie Zook  
(Printed Name of Lien Claimant)

Assistant Credit  
(Title of Lien Claimant)

Company Name: EJ USA, INC.

Address: 3015 SPRING STREET P.O. BOX 439 EAST JORDAN, MI

Telephone: (231) 531-2201 48127

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

Nov. 27. 2017 12:52PM Merlo Construction

No. 1886 P. 2/2

17-3126



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 11/27/17

Jamie L. Lindley  
(Signature of Lien Claimant)

JAMIE L. LINDLEY  
(Printed Name of Lien Claimant)

OFFICE MANAGER  
(Title of Lien Claimant)

Company Name: DANI'S AGGREGATE, INC.

Address: 5700 READYROAD, S. ROCKWOOD, MI

Telephone: (734) 309-9100 48179

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





Nov. 27. 2017 12:53PM Merio Construction

No. 1987 P. 2/2

17-3126



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 11/27/17

Jamie L. Lindley  
(Signature of Lien Claimant)

JAMIE L. LINDLEY  
(Printed Name of Lien Claimant)

OFFICE MANAGER  
(Title of Lien Claimant)

Company Name: DANI'S TRANSPORT, INC.

Address: 5700 DEARBORN RD. S. ROCKWOOD, MI 48179

Telephone: (734) 379-9100

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOW BROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 11-29-17

Herbert Hays  
(Signature of Lien Claimant)

Herbert Hays  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: HAYNES ENTERPRISE  
Address: P.O. BOX 7100502, LATHRUP VILLAGE, MI 48010  
Telephone: (248) 810-4273

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERID CONSTRUCTION to provide  
(Prime Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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Signed on: 12/7/17

Angie Ficaro  
(Signature of Lien Claimant)

Angie Ficaro  
(Printed Name of Lien Claimant)

Operations Manager  
(Title of Lien Claimant)

Company Name: INDUSTRIAL COMMERCIAL STRIPING

Address: 54000 GRAND RIVER, NEW HUDSON, MI 48165

Telephone: 248-667-4219

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLD CONSTRUCTION to provide  
(Prime Contracting Party)

LABOR for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12/4/2017 Anna M. Redener  
(Signature of Lien Claimant)

Anna M Redener  
(Printed Name of Lien Claimant)

Finance Manager  
(Title of Lien Claimant)

Company Name: SANTOS CEMENT

Address: 9100 SOUTHFIELD, LINCOLN PARK, MI 48146

Telephone: 313 551 3113

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



**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION to provide  
(Prints Contracting Party)

MATERIAL for the improvement of the property  
(Type of service)

described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

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Signed on: 12/6/17

[Signature]  
(Signature of Lien Claimant)

Irena Calo  
(Printed Name of Lien Claimant)

President  
(Title of Lien Claimant)

Company Name: TIA MARIE TRUCKING, INC

Address: PO BOX 531474, LYONIA, MI 48153

Telephone: (248) 468-9201

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





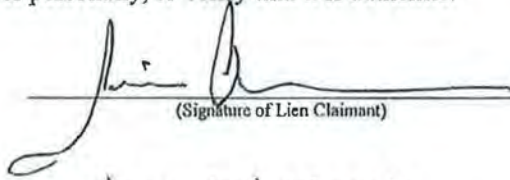
**FULL UNCONDITIONAL WAIVER OF LIEN**

My/our contract with MERLO CONSTRUCTION, C.D. to provide  
(Prime Contracting Party)  
LABOR / MATERIAL for the improvement of the property  
(Type of service)  
described as MEADOWBROOK COMMONS PARKING LOT  
(Project Name)

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

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Signed on: 12/5/17

  
(Signature of Lien Claimant)

JIM ANDERSON  
(Printed Name of Lien Claimant)

SENIOR PROJECT MANAGER  
(Title of Lien Claimant)

Company Name: PREMIERE LANDSCAPE SERVICES  
Address: P.O. BOX 9910, NOVI, MI 48370  
Telephone: (248) 4105-9988

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