CITY OF NOVI CITY COUNCIL JANUARY 9, 2023



SUBJECT: Approval of the final payment to Merlo Construction Company for the Segment 51 Ten Mile Road Sidewalk (North side, between Dinser Drive and Woodham Road) project, in the amount of \$9,667.72, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 492.62 Expense
	<u>\$ 9,175.10 Retainage</u>
	\$ 9,667.72 Total
AMOUNT BUDGETED	\$ 493.00
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	204-204.00-974.482

BACKGROUND INFORMATION:

The Walkable Novi Committee identified sidewalk segment 51 (10 Mile Road, north side, Dinser Drive to Woodham Road) as a priority segment due to its proximity to the ITC Corridor. Construction of this segment now provides safe access to the ITC Corridor for nearby residents, and it also provides a complete non-motorized route on the north side of 10 Mile Road from Wixom Road to Meadowbrook Road.

The construction contract was approved at the March 22, 2021, City Council meeting to Merlo Construction Company in the amount of \$182,277.00. Staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$9,667.72 that is due to the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, December 7, 2022).

There were five (5) approved change orders issued, resulting in an overall increase of \$67.54 or 0.037% over the awarded amount. The approved change orders resulted in a final contract price of \$182,344.54.

RECOMMENDED ACTION: Approval of the final payment to Merlo Construction Company for the Segment 51 Ten Mile Road Sidewalk (North side, between Dinser Drive and Woodham Road) project, in the amount of \$9,667.72, plus interest earned on retainage.



Map Author: Rebecca Runkel Date: 3/8/21 Project: Segmet 51 Sidewalk Version #: 2.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map. Proposed Sidewalk Location



City of Novi

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

24 000 36 000

6,000 12,000

Feet

1 inch = 21,500 feet





Before - East side of Woodham Road, looking west



After - East side of Woodham Road, looking west



Before - West side of Woodham Road, looking west



After - West side of Woodham Road, looking west



Before - East of the ITC Corridor, looking west



After - East of the ITC Corridor, looking west



Before – At the ITC Corridor, looking west



After - At the ITC Corridor, looking east



Before - West of the ITC Corridor, looking west



After - West of the ITC Corridor, looking west



Before - East of Dinser Drive, looking west



After - East of Dinser Drive, looking west

ELIZABETH KUDLA SAARELA esaarela@rsjalaw.com

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



ROSATI | SCHULTZ JOPPICH | AMTSBUECHLER

December 7, 2022

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

Re: 10 Mile Sidewalk – Dinser to Woodham – Segment 51 Merlo Construction Company Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the 10 Mile Sidewalk – Dinser to Woodham – Segment 51:

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH

Elizabeth Kudla Saarela

EKS Enclosure

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

Sheet 1 of 5

Balance Due This Payment = \$

9,667.72

PURCHASE ORDER NO.

96557

						AF	PLICA	TION I	FC	or fin			ENT			
PROJI	ECT: 10 Mile Road Pathway (Se Dinser Drive to Woodham			-	OVI PROJEC P NO.:	CT N	10.:	21-5001 135-51						PAY	MENT NO.:	
OWNE	ER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375			EN	GINEER:				Bou , Mi	ulevard Eas chigan 4803				CON	ITRACTOR:	
CONT	RACT AMOUNT		FINAL COMPLETION DATES					(240) 044-	-540	0				DAT	ES OF ESTIN	<u>IATE</u>
ORIGI	NAL: \$182,277.0	00	-							June 10, 2	021			FRO	M:	
REVIS	ED: \$182,344.5	54			VISED: TUAL:									TO:		
	SECTION 1.			_	-					СО	ST	OF COMPLETE			ATE	
ltem	<u>10 Mile Road Pathway - Base E</u> <u>GL# 204-204.00-974.482</u>	Bid	(CON	TRACT ITEMS	6 (Ori	ginal)	(CON	TRACT ITEMS					IS PERIOD	
No.	Description of Item	Unit	Quantity		Cost/Unit		Total Amt	Quantity		Cost/Unit		Total Amt	Quantity		Amount	%
0	Crew Days - Division 1	CD	16.00	\$	700.00	\$	11,200.00	16.75	\$	700.00	\$	11,725.00	0.75	\$	525.00	4%
0	Crew Days - Division 2	CD	0.00	\$	700.00			0.00	\$	700.00	\$	-				
0	Crew Days - Division 3	CD	0.00	\$	700.00			0.00	\$	700.00	\$	-				
0	Crew Days - Division 4	CD	0.00	\$	700.00			0.00	\$	700.00	\$	-				
0	Crew Days - Division 5	CD	0.00	\$	700.00			0.00	\$	700.00	\$	-				
	TOTAL CREW DAYS		16.00	\$	700.00	\$	11,200.00	16.75	\$	700.00	\$	11,725.00	0.75	\$	525.00	4%
1	Bonds, Insurance and Mobilization	LS	1.00	\$	17,000.00	\$	17,000.00	1.00	\$	17,000.00	-	17,000.00				
2	Audio-Visual Pre-Con Video	LS	1.00	\$		\$	1,800.00	1.00	\$	1,800.00	\$	1,800.00				
3	Soil Erosion Control Measures	LS	1.00	\$	1,000.00	\$	1,000.00	1.00	\$	1,000.00	\$	1,000.00				
4	Temporary Traffic Control Devices	LS	1.00	\$	7,500.00	\$	7,500.00	1.00	\$		\$	7,500.00				
5	Tree Protection Fencing	LF	654.00	\$	1.50	\$	981.00	425.00	\$	1.50	\$	637.50				
6	Tree, Rem, Less Than 24-inch	EA	1.00	\$	750.00	\$	750.00	1.00	\$		\$	750.00				
7	Stump, Rem, 19-inch to 36-inch	EA	2.00	\$	650.00	\$	1,300.00	2.00	\$	650.00		1,300.00				
8	Pavement, Remove	SF	850.00	\$	2.25	\$	1,912.50	890.60	\$	2.25	\$	2,003.85		_		
9	HMA Surface, Remove	SF	910.00	\$	2.00		1,820.00	926.25	\$	2.00		1,852.50				
10	Gravel Driveway, Remove	SF	447.00	\$	1.50	\$	670.50	365.00	\$	1.50	1	547.50				
11	Sidewalk, Remove	SF	167.00	\$	2.00		334.00	169.00	\$	2.00		338.00				
12	Curb and Gutter, Conc, Remove	LF	48.00	\$	20.00	1	960.00	48.00	\$	20.00		960.00		-		
13	Culv, End, Rem, Less Than 24-inch	EA	5.00	\$	200.00	\$	1,000.00	1.00	\$	200.00		200.00				
14	Culv, Rem, Less Than 24-inch	LF	38.00	\$	42.00	1	1,596.00	1	\$	42.00		2,520.00				
15	Block Retaining Wall, Remove	LS	1.00	\$	2,000.00	\$	2,000.00	1.00	\$	2,000.00	-	2,000.00				
16	Concrete Wall, Remove	EA	2.00	\$	900.00	\$	1,800.00	2.00	\$	900.00		1,800.00				
17	Chain Link Fence, Relocate	LF LF	256.00	\$	12.00	\$	3,072.00	259.00	\$	12.00		3,108.00				
18	Ornamental Fence, Relocate		221.00	\$	12.00		2,652.00	208.00	\$	12.00		2,496.00				
19 20	Dr Structure Cover, Adj, Case 1 (AN) Embankment	EA LS	1.00 1.00	\$ \$	450.00 8,000.00	\$ \$	450.00 8,000.00	1.00 1.00	\$ \$	450.00 8,000.00		450.00 8,000.00				
20	Sidewalk Grading	STA	18.00	ֆ \$	1,400.00	ֆ \$	25,200.00	15.49	\$		э \$	21,686.00				
21	Subgrade Undercutting (As Needed)	CY	420.00	\$	5.00	1	2,100.00	59.56	\$	5.00		21,080.00				
23	Culv, CI A, CMP, 12-inch	LF	15.00	\$	75.00	\$	1,125.00	39.00	\$	75.00		2,925.00				
24	Culv End Section, 12-inch	EA	1.00	\$	375.00		375.00	1.00	\$	375.00		375.00				
· · ·	TOTAL THIS SHEET	-				\$	85,398.00		1 *		\$	81,547.15		\$		

TOTAL THIS SHEET

\$ 81,547.15

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

FINAL

Merlo Construction Company, Inc. 4964 Technical Drive Milford, Michigan 48381 (248) 640-2147

July 1, 2022

September 6, 2022

	Т	OTAL TO DATE	
		A	<u>.</u>
Quantity		Amount	%
16.75	\$	11,725.00	100%
 0.00			
 0.00			
 0.00			
0.00			
16.75	\$	11,725.00	100%
1.00	\$	17,000.00	100%
1.00	\$	1,800.00	100%
1.00	\$	1,000.00	100%
1.00	\$	7,500.00	100%
425.00	\$	637.50	100%
1.00	\$	750.00	100%
2.00	\$	1,300.00	100%
890.60	\$	2,003.85	100%
926.25	\$	1,852.50	100%
365.00	\$	547.50	100%
169.00	\$	338.00	100%
48.00	\$	960.00	100%
1.00	\$	200.00	100%
60.00	\$	2,520.00	100%
1.00	\$	2,000.00	100%
2.00	\$	1,800.00	100%
259.00	\$	3,108.00	100%
208.00	\$	2,496.00	100%
1.00	\$	450.00	100%
1.00	\$	8,000.00	100%
15.49	\$	21,686.00	100%
59.56	\$	297.80	100%
39.00	\$	2,925.00	100%
1.00	\$	375.00	100%
	-		

100%

Sheet 2 of 5

APPLICATION FOR FINAL PAYMENT

10 Mile Road Pathway (Seg 51) PROJECT: Dinser Drive to Woodham Road NOVI PROJECT NO.: CIP NO.:

21-5001 135-51

PAYMENT NO.:

	SECTION 1.		-							CC	ST	OF COMPLET	ED WORK	to da	TE	
Item	<u>10 Mile Pathway - Base Bid, Cont</u> <u>GL# 204-204.00-974.482</u>	inued	C	CONT	RACT ITEMS	(Ori	ginal)	C	CONT	RACT ITEMS	S (Re	evised)		THI	S PERIOD	
No.	Description of Item	Unit	Quantity		Cost/Unit		Total Amt	Quantity		Cost/Unit		Total Amt	Quantity		Amount	
25	Aggregate Base, 4-inch, Limestone	SY	1257.00	\$	8.00	\$	10,056.00	1631.73	\$	8.00	\$	13,053.84				
26	Sidewalk, Conc, 4-inch	SF	9056.00	\$	4.00	\$	36,224.00	9216.86	\$	4.00	\$	36,867.44				
27	Sidewalk, Conc, 6-inch	SF	2251.00	\$	5.00	\$	11,255.00	2015.50	\$	5.00	\$	10,077.50				
28	ADA Ramp, Conc, 6-inch	SF	116.00	\$	6.00	\$	696.00	189.10	\$	6.00	\$	1,134.60				
29	ADA Detectable Warning Plate	SF	36.00	\$	20.00	\$	720.00	33.00	\$	20.00	\$	660.00				
30	Curb and Gutter, Conc, Modified	LF	145.00	\$	25.00	\$	3,625.00	176.00	\$	25.00	\$	4,400.00				
31	HMA Driveway, Complete	SY	42.00	\$	119.00	\$	4,998.00	43.31	\$	119.00	\$	5,153.89				
32	Sewer, Cl V, 12-inch, Tr Det B	LF	129.00	\$	75.00	\$	9,675.00	129.00	\$	75.00	\$	9,675.00				
33	Sewer Service, 6", PVC SDR 23.5	LF	8.00	\$	60.00	\$	480.00	54.00	\$	60.00	\$	3,240.00				
34	Dr Structure, 48-inch Dia	EA	4.00	\$	3,500.00	\$	14,000.00	0.00	\$	3,500.00						
35	Restoration	LS	1.00	\$	3,500.00	\$	3,500.00	1.00	\$	3,500.00	\$	3,500.00				
36	Permit Allowance, RCOC	LS	1.00	\$	1,650.00	\$	1,650.00	0.30	\$	1,650.00	\$	492.62	0.30	\$	492.62	
	TOTAL FROM THIS SHEET					\$	96,879.00				\$	88,254.89		\$	492.62	
	TOTAL FROM OTHER SHEET					\$	85,398.00				\$	81,547.15		\$	-	

SUBTOTAL

85,398.00 \$ \$ 182,277.00

81,547.15 \$ 169,802.04

\$

492.62

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FINAL

			Т	OTAL TO DATE	
	%	Quantity		Amount	%
		1631.73	\$	13,053.84	100%
		9216.86	\$	36,867.44	100%
		2015.50	\$	10,077.50	100%
		189.10	\$	1,134.60	100%
		33.00	\$	660.00	100%
		176.00	\$	4,400.00	100%
		43.31	\$	5,153.89	100%
		129.00	\$	9,675.00	100%
		54.00	\$	3,240.00	100%
		0.00			
		1.00	\$	3,500.00	100%
	100%	0.30	\$	492.62	100%
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			\$	88,254.89	
			\$	81,547.15	
			\$	169,802.04	100%



PROJECT:

10 Mile Road Pathway (Seg 51) Dinser Drive to Woodham Road

APPLICATION FOR FINAL PAYMENT

NOVI PROJECT NO.: CIP NO.: 21-5001 135-51 PAYMENT NO.:

NEW CONTRACT ITEMS

	SECTION 1.				COST OF COMPLETED WORK TO DATE											
Item						NEW CONTRAC	TITEM	s		THIS PERIOD			ΤΟΤΑ	L TO DATE		
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit	-	Total Amt	Quantity	Amount	%	Quantity		Amount	%	
37	Dr Structure, 24-inch Dia	EA	0	GL# 204-204.00-974.482	2.00	\$ 6,271.25	\$	12,542.50				2.00	\$	12,542.50	100%	
38			0	0	0.00	\$-	\$	-				0.00	\$	-		
39			0	0	0.00	\$-	\$	-				0.00	\$	-		
40			0	0	0.00	\$-	\$	-				0.00	\$	-		
41			0	0	0.00	\$-	\$	-				0.00	\$	-		
42			0	0	0.00	\$-	\$	-				0.00	\$	-		
43			0	0	0.00	\$-	\$	-				0.00	\$	-		
44			0	0	0.00	\$-	\$	-				0.00	\$	-		
45			0	0	0.00	\$-	\$	-				0.00	\$	-		
46			0	0	0.00	\$-	\$	-				0.00	\$	-		
47			0	0	0.00	\$-	\$	-				0.00	\$	-		
48			0	0	0.00	\$-	\$	-				0.00	\$	-		
49			0	0	0.00	\$-	\$	-				0.00	\$	-		
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	\$	-		
	TOTAL FROM THIS SHEET						\$	12,542.50		\$ -			\$	12,542.50		
	TOTAL FROM OTHER SHEETS			\$ 182,277.00			\$	169,802.04		\$ 492.62			\$	169,802.04		
	GRAND TOTAL			\$ 182,277.00			\$	182,344.54		\$ 492.62			\$	182,344.54	100%	
														L		

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

FINAL



Sheet 4 of 5

PURCHASE ORDER NO. 96557

	Section 2.						
			APPLICA	TION FOR F	INAL PAYMENT	-	
PROJECT:	10 Mile Road Pathway (Seg 51) Dinser Drive to Woodham Road	NOVI PROJ CIP NO.:		21-5001 135-51			NT NO.:
Original Contra	act Amount:	\$	182,277.00		CHANGE OR	DERS	
Change Orders	5:	\$	67.54	<u>No.</u> 1	<u>Date</u> May 13, 2021	\$	<u>Amount</u> (1,457.50)
Adjusted Cont	ract Amount to Date:	\$	182,344.54	3	July 7, 2021 November 10, 2021	\$ \$	2,038.98 981.72
Total Cost of V	Vork Performed to Date:	\$	182,344.54	4 5	July 28, 2022 August 23, 2022	\$ \$	(338.28) (1,157.38)
MINUS Retaina MINUS Inspect	age: ion "Crew Days": To Date This Pa		-	6 7 8			
Net Amt. Earned	l of Contract and Extra Work to Date:		182,344.54	9 10			
MINUS L.D.'s:	# of days over = \$ amount/day = \$600		-				
Subtotal:		\$	182,344.54				
ADD Incentive	"Crew Days", if under:	\$	-		ΤΟΤΑ	L: \$	67.54
Subtotal:		\$	182,344.54				
1	t of Previous Payments: \$ 143,682.04 2 \$ -	\$	172,676.82				
	3 \$ 22,045.24				Inspection "Crew Days" Allo	wed per Contra	act: 16.00
4	- ,				Additional "Crew Days" per		
-	5 \$ -				Total Inspection "Crew Days		16.75
	6 \$				Inspection "Crew Days" Use Inspection "Crew Days" Rer		16.75 0.00
8	-				Inspection Crew Days Rei	naining.	0.00
	-						
10)\$-			_			
BALANCE	DUE THIS PAYMENT:	\$	9,667.72]			

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

FINAL

7.50) 8.98 1.72 8.28) 7.38)

C	
5	
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5	



Section 3.

PROJECT: 10 Mile Road Pathway (Seg 51) Dinser Drive to Woodham Road NOVI PROJECT NO.: CIP NO.:

21-5001 135-51

PAYMENT NO .:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Merlo Construction Company, Inc. **CONTRACTOR - Electronic Signature Certification**

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from

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 leins, claims, security interest, and encumberences (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lein, claim security interest, or encumberence); 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.

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

Spalding DeDecker 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.

Sheet 5 of 5

APPLICATION FOR FINAL PAYMENT

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

FINAL

Aaron J. Staup, Construction Engineer Electronic Signature Certification

MAIA° Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond No.: CA 3216940

OWNER: PROJECT: (Name and address) 10 Mile Road Pathway (Dinser ARCHITECT'S PROJECT NUMBER: ARCHITECT: Drive to Woodham Road) **CONTRACT FOR: Construction** CONTRACTOR: SURETY: OTHER: 🛛 TO OWNER: (Name and address) CONTRACT DATED: **City of Novi** 45175 West Ten Mile Road Novi, MI 48375

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

Great American Insurance Company

301 E. Fourth Street

Cincinnati, OH 45202

on bond of (Insert name and address of Contractor)

Merlo Construction Co., Inc.

4964 Technical Drive

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

as set forth in said Surety's bond.

Attest:

(Seal):

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 17, 2021 (Insert in writing the month followed by the numeric date and year.)

	American Insurance Company
Surety)	
	5/11/1
) Manun

(Signature of authorized representative)

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

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, SURETY,

, CONTRACTOR,

, OWNER,

1

chals

Milford, MI 48381

Novi, MI 48375

RIDER

TO BE ATTACHED TO AND FORM PART OF

BOND NO. CA 3216940

IN FAVOR OF City of Novi

ON BEHALF OF Merlo Construction Co., Inc.

EFFECTIVE April 1, 2021

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

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

The penal sum of the above referenced maintenance bond is hereby increased from \$183,840.20 to \$185,490.20.

EFFECTIVE: January 4, 2022

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

SIGNED, AND SEALED January 4, 2022

Great American Insurance Company Surety Nicholas Ashburn, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

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

The number of persons authorized by

this power of attorney is not more than SEVEN

No. 0 20903

POWER OF ATTORNEY

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

NICHOLAS ASHBURN PAUL M. HURLEY HOLLY NICHOLS ROBERT D. HEUER Name ANNE M. BARICK MICHAEL D. LECHNER JASON ROGERS

Address

ALL OF

ROCHESTER HILLS, MICHIGAN

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 17TH day of APRIL , 2020 Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

AT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

Limit of Power ALL

\$100,000,000

MARK VICARIO (877-377-2405)

On this 17TH day of APRIL , 2020 , before me personally appeared MARK VICARIO, 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 Comm. Expires May 18, 2025

Susar a Lohoust

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

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

CERTIFICATION

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

Signed and sealed this 4th day of January , 2022 .



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF Oakland

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

Sr. Project Manager	of the	Merlo Construction Company Inc	16
(Title)		(Firm Name)	

the contractor employed by the City of Novi to furnish labor and materials for the

10 Mile Sidewalk - Segment 51

(Description of Improvement)

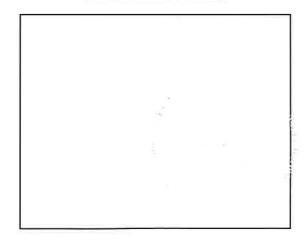
located at:

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

	Signed this	27th	day of		January		, 2022	
Name				Brian Gustin corporation/pa				
By:	Sr. Pr	oject Mana (Title)		Attest:		(Title)		-
	cribed and sw otary Public:	orn to befo	ore me this	27th	day of _	Janu	uary	_, 2022

TINA A. MAHN NOTARY PUBLIC, STATE OF MI COUNTY OF OAKLAND MY COMMISSION EXPIRES Dec 31, 2024 ACTING IN COUNTY OF

NOTARY SEAL



Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumalative Retainage to Date	Balance Due
Barnsco	Rebar & Cure	\$2,511.44	\$2,511.44	\$0.00	0.0%	\$0.00
Calo & Son's Construction	Trucking	\$8,096.68	\$8,096,68	\$0.00	0.0%	\$0.00
Core & Main	Pipe	\$10,630.77	\$10,630.77	\$0.00	0.0%	\$0.00
Etna Supply Co	Pipe	\$316.94	\$316.94	\$0.00	0.0%	\$0.00
Edward C Levy Co	Material	\$162.87	\$162.87	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video	Audio & Video	\$775.00	\$775.00	\$0.00	0.0%	\$0.00
Superior Materials	Concrete	\$33,485.40	\$33,485.40	\$0.00	0.0%	\$0.00
Tia Marie Trucking	Trucking	\$3,035.00	\$3,035.00	\$0.00	0.0%	\$0.00
TOTALS		\$59,014.10	\$59,014.10	\$0.00		\$0.00

SCHEDULE B - CONTRACTORS SWORN STATEMENT

RECAPITULATION

Amount of Original Contract:	\$185,490,20	Work Completed to Date:	\$165,727.28
Plus: Extras to Contract:		Less: Total Retainage:	\$0.00
Total: Contract plus Extras:	\$185,490.20	Less: Amount Previously Paid:	\$165,727.28
Less: Credits to Contract:	\$0.00	Less: Amount of this Request:	\$19,762.92
Total: Adjusted Contract:	\$185,490.20	Total Balance Due:	\$0.00

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

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

10 MILE PATHWAY 10 MILE NOVI, MI .

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

Are hereby waived and released.

BARNSCO 7800 Dix Street Detroit, MI 48209 (248) 668-1010

BY:

Patrice Bauman, Credit Manager

20

Signed On:

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

PLEASE RETURN BY EMAIL TO THE REQUESTOR:

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

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

10 MILE PATHWAY 10 MILE NOVI, MI .

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

Are hereby waived and released.

Calo & Son's Construction. Inc P.O. BOX 702068 PLYMOUTH, MI 48170 (248) 468-9200

tin BY: pril Martin, Agent Signed On: 1-27-22

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

PLEASE RETURN BY EMAIL TO THE REQUESTOR:

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

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10 MILE PATHWAY 10 MILE NOVI, MI .

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Are hereby waived and released.

CORE & MAIN 4901 DEWITT RD CANTON, MI 48188 (734) 398-5950

BY:

Kelley S. Kriens, Credit Manager

Signed On: July 30, 2021

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

PLEASE RETURN BY EMAIL TO THE REQUESTOR:

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10 MILE PATHWAY 10 MILE NOVI, MI .

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Are hereby waived and released.

Etna Supply Company 29949 Beck Rd Wixom, MI 48393 (616) 248-9182

BY:	PARKER	
	Elika Haraburda, Agent	

Signed On: ____08.16.2021

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

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Are hereby waived and released.

Edward C Levy Co. 8800 Dix Ave Detroit, MI 48209 (313) 843-7200

BY:	Onnie the Cullough

Connie McCullough, Asst? Credit Manager

Signed On: 08 - 13 - 2021

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

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FINISHING TOUCH PHOTO & VIDEO
25095 25 MILE ROAD
CHESTERFIELD, MI 48051
(586) 749-3340

8/16/21

BY:

Cynthia Hurley Date: 2021.08.16 13:51:05 -04'00'

Cynthia Hurley, Agent

Signed On:

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

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10 MILE PATHWAY 10 MILE NOVI, MI .

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Are hereby waived and released.

Superior Materials, LLC 30701 W. 10 Mile Road Suite 500 Farmington Hills, MI 48336 (248) 788-8000

Sue Baiarch (Agent) Sue Baiardi, Agent BY:

10-19-21

Signed On:

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

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

10 MILE PATHWAY 10 MILE NOVI, MI.

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

Are hereby waived and released.

TIA MARIE TRUCKING, INC. P.O. BOX 701134 PLYMOUTH, MI 48170 (248) 468-9201

Acesa Petri Lisa Petri, Agent 1 - 27-2022 BY:

Signed On:

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

PLEASE RETURN BY EMAIL TO THE REQUESTOR: