

CITY OF NOVI CITY COUNCIL FEBRUARY 7, 2022

SUBJECT: Approval of the final payment to Merlo Construction Company for the Wildlife Woods Pickleball Courts and Meadowbrook Commons Ramp project, in the amount of \$8,804.19, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 0.00 WW Pickleball Courts & MC Ramp (expenditure)
	\$ 8,055.77 Wildlife Woods Pickleball Courts (retainage)
	\$ 748.42 Meadowbrook Commons Ramp (retainage)
	\$ 8,804.19 Total
AMOUNT BUDGETED	\$ 4,188.00 Wildlife Woods Pickleball Courts
	\$ 0.00 Meadowbrook Commons Ramp
	\$ 4,188.00 Total
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	208-691.00-977.089 Wildlife Woods Pickleball Courts
	594-000.00-969.034 Meadowbrook Commons Ramp

BACKGROUND INFORMATION:

Novi Parks, Recreation and Cultural Services (PRCS) Department identified the Wildlife Woods Park as an appropriate location to install Novi's first dedicated pickleball courts. The park has a new access drive from Wixom Road and parking lot adjacent to the park shelter. Four (4) pickleball courts with fencing were installed just east of the park shelter, along with a concrete pathway connecting the courts to the existing walkway. Additionally, an aggregate path was installed from the park shelter to the baseball diamonds at the east end of the park.

PRCS also noted the need at the Meadowbrook Commons facility for an Americans with Disabilities Act (ADA) compliant ramp at the front entrance of the building. The new ramp now allows visitors and residents the ability to enter and exit vehicles under the existing

canopy. The ramp work was combined with the pickleball court project to reduce unit price items for the minor ramp work.

The construction contract was approved at the July 27, 2020, City Council meeting to Merlo Construction Company, in the amount of \$179,510.10. Staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$8,804.19 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in an acceptable form (Beth Saarela, January 25, 2022).

There were three (3) approved change orders issued resulting in an overall decrease of \$346.17 or 0.19% under the awarded amount. The approved change order resulted in a final contract price of \$179,163.83.

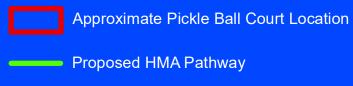
RECOMMENDED ACTION: Approval of the final payment to Merlo Construction Company for the Wildlife Woods Pickleball Courts and Meadowbrook Commons Ramp project, in the amount of \$8,804.19, plus interest earned on retainage.



Map Author: Rebecca Runkel
Date: 7/15/20
Project: Wildlife Woods Pickle Ball Courts
Version #: 1.1

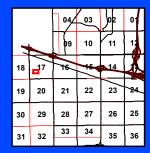
MAP INTERPRETATION NOTICE

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 Aggregate Pathway

Existing Concrete Walk to Parking Lot





City of Novi

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







Map Author: Rebecca Runkel Date: 7/17/20

Project: Meadowbrook Commons Ramp

Version #: 1.0

MAP INTERPRETATION NOTICE

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Approximate Ramp Location

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7		09	10	11	1;
18	17	76	#/	14	Į.
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



City of Novi

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

Feet 1 inch = 21,500 feet



WILDLIFE WOODS PICKLE BALL COURTS AND MEADOWBROOK COMMONS RAMP



Pickleball Courts - Formed and poured with fresh concrete at north end.



Pickleball Courts - Formed and poured with fresh concrete at south end.



Pickleball Courts - Close-Up of Finished Product



Pickleball Courts - Overall



Meadowbrook Commons - Entrance ramp prior to work being done



Meadowbrook Commons - Entrance ramp after work was completed

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



January 26, 2022

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

Re: Wildlife Woods Pickleball Courts
Merlo Construction Company
Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Wildlife Woods Pickleball Courts Project:

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

The closing documents appear to be in order. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)

Jessica Dorey, Senior Budget Analyst (w/Enclosure)

Ben Croy, City Engineer (w/Enclosure)

Megan Mikus, Deputy Director of Public Works (w/Enclosure)

Thomas R. Schultz, Esquire (w/Enclosure)



Novi, Michigan 48375

CITY OF NOVI

Balance Due This Payment = 8,804.19 **PURCHASE ORDER NO.** 96311

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

Fax: (248) 735-5659

Milford, Michigan 48381

July 1, 2021

(248) 640-2147

APPI I	CATION	FOR FINAL	PAYMENT
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PROJECT: Pickleball Courts and Mead Ramp **NOVI PROJECT NO.:** 20-8101 **PAYMENT NO.: FINAL**

PRC040 & SNR014 CIP NO.:

OWNER: City of Novi **ENGINEER:** Spalding DeDecker CONTRACTOR: Merlo Construction Company, Inc. 45175 W. Ten Mile Road 4964 Technical Drive

905 South Boulevard East Rochester, Michigan 48037

(248) 844-5400

CONTRACT AMOUNT FINAL COMPLETION DATES DATES OF ESTIMATE

ORIGINAL: \$179,510.00 ORIGINAL: November 14, 2020 FROM: REVISED: September 8, 2021

REVISED: ACTUAL: \$179,163.83 TO: September 8, 2021

COST OF COMPLETED WORK TO DATE SECTION 1.

la.c	DIVISION 1 - PICKLEBALL COURTS			CONTR	RACT ITEMS ((Original)	(CONTRACT ITEMS	S (Rev	vised)		THIS PERIOD		TOTAL TO DATE			
Item No.	GL# 208-691.00-977.089 Description of Item	Unit	Quantity	С	Cost/Unit	Total Amt	Quantity	Cost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	%
0	Crew Days - Division 1 - Pickleball	CD	15.00	\$	700.00	\$ 10,500.00	15.00	\$ 700.00	\$	10,500.00				20.25	\$	14,175.00	135%
0	Crew Days - Division 2 - Mead. Ramp	CD	2.00	\$	700.00	\$ 1,400.00	2.00	\$ 700.00	\$	1,400.00				2.00	\$	1,400.00	100%
0	Crew Days - Division 3	CD	0.00	\$	700.00		0.00	\$ 700.00	\$	-				0.00			
0	Crew Days - Division 4	CD	0.00	\$	700.00		0.00	\$ 700.00	\$	-				0.00			
0	Crew Days - Division 5	CD	0.00	\$	700.00		0.00	\$ 700.00	\$	-				0.00			
	TOTAL CREW DAYS		17.00	\$	700.00	\$ 11,900.00	17.00	\$ 700.00	\$	11,900.00	0.00			22.25	\$	15,575.00	131%
1	Bonds, Insurance and Mobilization	LS	1.00	\$	13,000.00	\$ 13,000.00	1.00	\$ 13,000.00	\$	13,000.00				1.00	\$	13,000.00	100%
2	Pre-Construction Audio-Video	LS	1.00	\$	1,175.00	\$ 1,175.00	1.00	\$ 1,175.00	\$	1,175.00				1.00	\$	1,175.00	100%
3	Soil Erosion Sedimentation Control	LS	1.00	\$	3,200.00	\$ 3,200.00	1.00	\$ 3,200.00	\$	3,200.00				1.00	\$	3,200.00	100%
4	Tree Protection	LF	50.00	\$	4.00	\$ 200.00	90.00	\$ 4.00	\$	360.00				90.00	\$	360.00	100%
5	Excavation, Earth	CY	300.00	\$	27.00	\$ 8,100.00	248.23	\$ 27.00	\$	6,702.21				248.23	\$	6,702.21	100%
6	HMA Pathway, Remove	SF	370.00	\$	7.00	\$ 2,590.00	376.00	\$ 7.00	\$	2,632.00				376.00	\$	2,632.00	100%
7	Subgrade Undercut, As Needed	CY	30.00	\$	35.00	\$ 1,050.00	0.00	\$ 35.00	\$	-				0.00			
8	Underdrain, 3-inch w/Geowrap	LF	417.00	\$	20.00	\$ 8,340.00	417.00	\$ 20.00	\$	8,340.00				417.00	\$	8,340.00	100%
9	Underdrain, 6-inch w/Geowrap	LF	115.00	\$	22.00	\$ 2,530.00	100.00	\$ 22.00	\$	2,200.00				100.00	\$	2,200.00	100%
10	Cleanout, 6-inch	EA	6.00	\$	400.00	\$ 2,400.00	0.00	\$ 400.00	\$	-				0.00			
11	End Section, 6-inch	EA	1.00	\$	225.00	\$ 225.00	1.00	\$ 225.00	\$	225.00				1.00	\$	225.00	100%
12	Agg Base, 4-inch, Limestone	SY	916.00	\$	11.00	\$ 10,076.00	913.67	\$ 11.00	\$	10,050.37				913.67	\$	10,050.37	100%
13	Agg Base, 8-inch, Limestone	SY	380.00	\$	14.00	\$ 5,320.00	300.00	\$ 14.00	\$	4,200.00				300.00	\$	4,200.00	100%
14	Sidewalk, Conc, 4-inch	SF	1040.00	\$	6.00	\$ 6,240.00	996.00	\$ 6.00	\$	5,976.00				996.00	\$	5,976.00	100%
15	Reinforced Court Pavement	SF	7200.00	\$	9.00	\$ 64,800.00	7200.00	\$ 9.00	\$	64,800.00				7200.00	\$	64,800.00	100%
16	Acrylic Resurfacer, As Needed	GAL	50.00	\$	50.00	\$ 2,500.00	51.20	\$ 50.00	\$	2,560.00				51.20	\$	2,560.00	100%
17	Liquid Acrylic Surface	SF	7200.00	\$	1.15	\$ 8,280.00	7200.00	\$ 1.15	\$	8,280.00				7200.00	\$	8,280.00	100%
18	Court Line Paint	LF	800.00	\$	2.00	\$ 1,600.00	792.00	\$ 2.00	\$	1,584.00				792.00	\$	1,584.00	100%
19	Pickleball Net, Complete	EA	4.00	\$	2,500.00	\$ 10,000.00	4.00	\$ 2,500.00	\$	10,000.00				4.00	\$	10,000.00	100%
20	8-Foot Chain Link Fence	LF	384.00	\$	31.00	\$ 11,904.00	396.00	\$ 31.00	\$	12,276.00				396.00	\$	12,276.00	100%
21	Restoration	LS	1.00	\$	3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$	3,500.00				1.00	\$	3,500.00	100%



CITY OF NOVI

SUBTOTAL

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

179,163.83

100%

APPLICATION FOR FINAL PAYMENT

PROJECT: Pickleball Courts and Mead Ramp NOVI PROJECT NO.: 20-8101 PAYMENT NO.: FINAL

 NOVI PROJECT NO.:
 20-8101

 CIP NO.:
 PRC040 & SNR014

179,510.00

	SECTION 1.								COS	ST OF	F COMPLETE	D WORK T	O DATE					
Item	DIVISION 2 - MEADOWBROOK COMMONS RAMP CONTRACT ITEMS (Original) Item GL# 594-000.00-969.034				CONTRACT ITEMS (Revised)			THIS PERIOD				TO	TAL TO DATE					
No.	Description of Item	Unit	Quantity	С	Cost/Unit	Total Amt	Quantity	C	Cost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	%
22	Bonds, Insurance and Mobilization	LS	1.00	\$	1,000.00	\$ 1,000.00	1.00	\$	1,000.00	\$	1,000.00				1.00	\$	1,000.00	100%
23	Pre-Construction Audio-Video	LS	1.00	\$	1,025.00	\$ 1,025.00	1.00	\$	1,025.00	\$	1,025.00				1.00	\$	1,025.00	100%
24	Sidewalk, Remove	SF	307.00	\$	10.00	\$ 3,070.00	471.00	\$	10.00	\$	4,710.00				471.00	\$	4,710.00	100%
25	Agg Base, 4-inch, Limestone	SY	29.00	\$	25.00	\$ 725.00	52.33	\$	25.00	\$	1,308.25				52.33	\$	1,308.25	100%
26	Sidewalk, Conc, 4-inch	SF	265.00	\$	20.00	\$ 5,300.00	417.00	\$	20.00	\$	8,340.00				417.00	\$	8,340.00	100%
27	Integral Curb/Walk	SF	42.00	\$	30.00	\$ 1,260.00	54.00	\$	30.00	\$	1,620.00				54.00	\$	1,620.00	100%
28	Restoration	LS	1.00	\$	100.00	\$ 100.00	1.00	\$	100.00	\$	100.00				1.00	\$	100.00	100%
							1									1		
							1	1								1		
								1								1		
	TOTAL FROM THIS SHEET					\$ 12,480.00	•	•		\$	18,103.25		\$ -			\$	18,103.25	
	TOTAL FROM OTHER SHEET					\$ 167,030.00				\$	161,060.58		\$ -			\$	161,060.58	
	. O					ų 101,000.00				Ψ	,		→			Ψ	,	

179,163.83



CITY OF NOVI

GRAND TOTAL

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

179,163.83 100%

APPLICATION FOR FINAL PAYMENT

PROJECT: Pickleball Courts and Mead Ramp NOVI PROJECT NO.: 20-8101 PAYMENT NO.: FINAL

CIP NO.: PRC040 & SNR014

179,510.00

NEW CONTRACT ITEMS

	SECTION 1.				COST OF COMPLETED WORK TO DATE										
Item						NEW CONTRAC	TITEMS		THIS PERIOD			TOTAL TO DATE			
No.	Description of Item	Unit	Division	GL#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%		
29			0	0	0.00	\$ -	\$ -				0.00	\$ -			
30			0	0	0.00	\$ -	\$ -				0.00	\$ -			
31			0	0	0.00	\$ -	\$ -				0.00	\$ -			
32			0	0	0.00	\$ -	\$ -				0.00	\$ -			
33			0	0	0.00	\$ -	\$ -				0.00	\$ -			
34			0	0	0.00	\$ -	\$ -				0.00	\$ -			
35			0	0	0.00	\$ -	\$ -				0.00	\$ -			
36			0	0	0.00	\$ -	\$ -				0.00	\$ -			
37			0	0	0.00	\$ -	\$ -				0.00	\$ -			
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	\$ -			
	TOTAL FROM THIS SHE	ET					\$ -		\$ -			\$ -			
	TOTAL FROM OTHER SHEE	TS		\$ 179,510.00			\$ 179,163.83		\$ -			\$ 179,163.83			

179,163.83



BALANCE DUE THIS PAYMENT:

CITY OF NOVI

PURCHASE ORDER NO. 96311

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

Section 2. **APPLICATION FOR FINAL PAYMENT NOVI PROJECT NO.:** PROJECT: Pickleball Courts and Mead Ramp 20-8101 **PAYMENT NO.:** FINAL PRC040 & SNR014 CIP NO.: **Original Contract Amount:** \$ 179,510.00 **CHANGE ORDERS Change Orders:** \$ (346.17)No. <u>Date</u> <u>Amount</u> 1 \$ (3,470.17)November 5, 2020 **Adjusted Contract Amount to Date:** \$ 2 \$ 44.00 179,163.83 June 11, 2021 \$ 3,080.00 3 June 14, 2021 **Total Cost of Work Performed to Date:** \$ 179,163.83 5 MINUS Retainage: 0% 6 MINUS Inspection "Crew Days": 22.25 \$ To Date 3,675.00 This Pay 0.00 8 Net Amt. Earned of Contract and Extra Work to Date: 9 \$ 175,488.83 10 MINUS L.D.'s: # of days over = \$ \$ amount/day = \$600 Subtotal: \$ 175,488.83 **ADD Incentive "Crew Days", if under:** \$ TOTAL: \$ (346.17)Subtotal: 175,488.83 **MINUS Amount of Previous Payments:** \$ 166,684.64 1 \$ 140,692.08 2 \$ 6,370.76 3 \$ 19,621.80 Inspection "Crew Days" Allowed per Contract: 17.00 4 \$ Additional "Crew Days" per Change Orders: 0.00 5 \$ Total Inspection "Crew Days" Allowed: 17.00 Inspection "Crew Days" Used to Date: 22.25 6 \$ 7 \$ Inspection "Crew Days" Remaining: -5.25 8 \$ 9 \$ 10 \$

8,804.19



CITY OF NOVI

CONSULTANT - Electronic Signature Certification

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:Pickleball Courts and Mead RampNOVI PROJECT NO.:20-8101PAYMENT NO.:FINALCIP NO.:PRC040 & SNR014

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 leins, claims, security interest, and encumberences (except such as are covered by Bond	Payment of the above AMOUNT DUE THIS APPLICATION is recommended. CITY OF NOVI
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.	
	Aaron J. Staup, Construction Engineer
	Electronic Signature Certification
Merlo Construction Company, Inc.	
CONTRACTOR - Electronic Signature Certification	
Snalding DeDecker	

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.



Consent Of Surety to Final Payment

PROJECT: (Name and address)
Wildlife Woods Pickleball Courts
and Meadowbrook Commons
Ramp

ARCHITECT'S PROJECT NUMBER:

OWNER: 🖂

ARCHITECT: ⊠

CONTRACT FOR: Construction

CONTRACTOR:

SURETY: X

TO OWNER: (Name and address)

CONTRACT DATED:

OTHER:

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 Swety)

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: **September 9, 2021** (Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Bond No.: CA 3203190

Nicholas Ashburn, Attorney-in-Fact

Great American Insurance Company

(Printed name and title)

Attest: (Seal): LISUA

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

ANNE M. BARICK MICHAEL D. LECHNER **JASON ROGERS**

Address ALL OF ROCHESTER HILLS, MICHIGAN Limit of Power 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 day of APRIL 2020

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPAN

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

17TH day of On this

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

Susan a Kohowst

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

9th

day of

September

Assistant Secretary



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 OFOakland							
The undersigned, being duly sworn, on oath deposes and says that (s)he is the							
Sr. Project Manager of the Merlo Construction Company Inc (Title), (Firm Name)							
the contractor employed by the City of Novi to furnish labor and materials for the							
Pickleball Courts and Mead Ramp							
(Description of Improvement)							
located at:							
The total amount of the contract is \$179,163.83 of which I have received payment of \$166,684.64 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.							

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			day of		Septembe	er	, 2021	
Name				E (individual/	Brian Gustir	1			<u></u>
				(individual/	corporation/pa	artnership)			
Ву				ager			(Title)		_
	cribed a	X	rn to befo	ore me this	17th	day of	Sep	otember	, 2021
							NOTARY COU MY COMMISS	TINA A. MAHN PUBLIC, STATI NTY OF OAKLA SION EXPIRES OUNTY OF	ND
							NOTA	ARY SEAL	

SCHEDULE B - CONTRACTORS SWORN STATEMENT

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	\$4,481.73	\$4,481.73		0.0%	\$0.00
Calo & Son's Construction	Trucking	\$18,492.90	\$18,492.90		0.0%	\$0.00
Etna Supply Co.	Pipe	\$244.97	\$244.97		0.0%	\$0.00
Finishing Touch Photo & Video	Audio & Video	\$1,525.00	\$1,525.00		0.0%	\$0.00
Core & Main	Pipe	\$1,241.26	\$1,241.26		0.0%	\$0.00
Motor City Fence	Fence	\$16,675.00	\$16,675.00		0.0%	\$0.00
Rhino Seed	Landscaping	\$1,327.33	\$1,327.33		0.0%	\$0.00
Stoneco	Stone	\$286.91	\$286.91		0.0%	\$0.00
Superior Materials	Concrete	\$27,401.53	\$27,401.53		0.0%	\$0.00
Sweeney Construction Materials	Rebar & Cure	\$5,828.81	\$5,828.81	\$0.00	0.0%	\$0.00
TOTALS		\$77,505.44	\$77,505.44	\$0.00	0.0%	\$0.00

RECAPITULATION

Amount of Original Contract:	\$179,510.00	Work Completed to Date:	\$175,488.83
Plus: Extras to Contract:	-\$346.17	Less: Total Retainage:	\$0.00
Total: Contract plus Extras:	\$179,163.83	Less: Amount Previously Paid:	\$166,684.64
Less: Credits to Contract:	\$3,675.00	Less: Amount of this Request:	\$8,804.19
Total: Adjusted Contract:	\$175,488.83	Total Balance Due:	\$0.00

FULL UNCONDITIONAL WAIVER

I/we have a contract with	City of Novi
,	(Other contracting party)
to provide	Subcontractor Work
for the improvement to the propert	y described as
-	Court and Mead Ramp
	Project No.: 20-8101
having been fully paid and satisfied property are hereby waived and rel	d, all my/our construction lien rights against such leased.
notice of furnishing from me/one of the owner, lessee, or designee has the owner, lessee, or designee may	rty or the owner's or lessee's designee has received a of us or if I/we are not required to provide one, and not received this waiver directly from me/one of us, not rely upon it without contacting me/one of us, personally, to verify that it is authentic.
	By: Merlo Construction Inc. Tina Mahn, Finance Manager
	× 80 × = ×
	Address: 4964 Technical Drive Milford, MI 48381
	Telephone: (248) 653-4053

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

Signed on: <u>9-17-2021</u>

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

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

NOVI PICKLEBALL COURTS
P.O. #96311 / PROJECT #20-8101
WILDLIFE WOODS PICKLEBALL
MEADOWBROOK COMMONS RAMP
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

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:

NOVI PICKLEBALL COURTS
P.O. #96311 / PROJECT #20-8101
WILDLIFE WOODS PICKLEBALL
MEADOWBROOK COMMONS RAMP
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

BY:

Signed On:

12-14-21

April Martin, Agent

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:

NOVI PICKLEBALL COURTS
P.O. #96311 / PROJECT #20-8101
WILDLIFE WOODS PICKLEBALL
MEADOWBROOK COMMONS RAMP
NOVI, MI.

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

Are hereby waived and released.

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

BY:

Bill Minor, Agent

Signed On:

12-15-21

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 <u>LABOR &/OR MATERIAL</u> for the improvement to the property described as:

NOVI PICKLEBALL COURTS WILDLIFE WOODS PICKLEBALL MEADOWBROOK COMMONS RAMP NOVI, MI.

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

Are hereby waived and released.

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

9/30/20

BY: Cynthia Stirling Digitally signed by Cynthia Stirling Hurley

By: Date: 2020.09.30.15:51:56-04'00'

Cynthia Stirling Hurley, Agent

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

PLEASE RETURN BY EMAIL TO THE REQUESTOR:

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

Signed On:

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

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

NOVI PICKLEBALL COURTS P.O. #96311 / PROJECT #20-8101 WILDLIFE WOODS PICKLEBALL MEADOWBROOK COMMONS RAMP NOVI, MI.

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

Are hereby waived and released.

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

BY:

Megan Pizzo, Credit Associate

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:

NOVI PICKLEBALL COURTS
P.O. #96311 / PROJECT #20-8101
WILDLIFE WOODS PICKLEBALL
MEADOWBROOK COMMONS RAMP
NOVI, MI.

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

Are hereby waived and released.

MOTOR CITY FENCE 209 SOUTH BLVD., E. ROCHESTER HILLS, MI 48307

248-269-8888 Phone 248-269-8896 Fax

BY:

Brian Lepp, President

Signed On:

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

PLEASE RETURN BY EMAIL TO THE REQUESTOR:

12-4-20

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

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

NOVI PICKLEBALL COURTS
P.O. #96311 / PROJECT #20-8101
WILDLIFE WOODS PICKLEBALL
MEADOWBROOK COMMONS RAMP
NOVI, MI.

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

Are hereby waived and released.

RHINO SEED & LANDSCAPE SUPPLY 850 N. OLD US 23 BRIGHTON, MI 48114 (810) 632-5640

BY:

Kathleen Hilbert, Owner

Signed On: 12-14-2

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:

NOVI PICKLEBALL COURTS
P.O. #96311 / PROJECT #20-8101
WILDLIFE WOODS PICKLEBALL
MEADOWBROOK COMMONS RAMP
NOVI, MI.

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

Are hereby waived and released.

Stoneco of Michigan 3660 Carpenter Road Ypsilanti, MI 49036 (734) 587-7125

BY:

Debbie Acho, AR Agent

1-16-

Signed On:

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

app Credit

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:

NOVI PICKLEBALL COURTS
P.O. #96311 / PROJECT #20-8101
WILDLIFE WOODS PICKLEBALL
MEADOWBROOK COMMONS RAMP
NOVI, MI.

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

Are hereby waived and released.

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

BY:

Sue Baiardi, Agent

Signed On:

12-19-21

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:

NOVI PICKLEBALL COURTS P.O. #96311 / PROJECT #20-8101 WILDLIFE WOODS PICKLEBALL MEADOWBROOK COMMONS RAMP NOVI, MI.

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

Are hereby waived and released.

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

BY

Karen L. Hawkins, Controller

Signed On:

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

PLEASE RETURN BY EMAIL TO THE REQUESTOR: