



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315  
586.726.1234 | www.aewinc.com

April 12, 2023

RECEIVED

APR 24 2023

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Shawn Murphy, Deputy Controller  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2022 Pavement Joint and Crack Sealing Program  
City of Grosse Pointe Woods  
AEW Project No. 0160-0451

Dear Mrs. Murphy:

Enclosed please find the Final Pay Estimate, Sworn Statement and Consent of Surety for the above referenced project. For work performed through March 31, 2023 we recommend issuing payment for the **Net Earnings this Period (see Page 1)** in the amount of **\$1,001.00** to Michigan Joint Sealing, Inc., 28830 West 8 Mile Road, Suite 103, Farmington Hills, MI 48336.

If you have questions or require additional information, please contact our office.

Sincerely,

*Frank D. Varicalli*

Frank D. Varicalli  
Infrastructure Rehab Group Lead

cc: Frank Schulte, City Administrator  
Jim Kowalski, Director of Public Services  
Jeanne Duffy, Grosse Pointe Woods  
Susan Como, Assistant City Administrator  
David Bacci, Michigan Joint Sealing

P047295  
# 262-451-975.300 \$250.25  
# 263-451-975.300 \$750.75  
OK - J.K  
SM 4/14/23  
FD: 4-14-23



# Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

4/11/2023 2:16 PM

FieldManager 5.3c

**Contract: .0160-0451, GPW-2022 Pavement Joint and Crack Sealing Program**

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
03/31/2023	2	Michelle Ankawi	Final	No	3/31/2023	10/5/2022
<b>Prime Contractor</b> Michigan Joint Sealing, Inc.				<b>Managing Office</b> Anderson, Eckstein and Westrick, Inc.		
<b>Comments</b>						
Current Contract Amount: \$26,297.89 % Completed: 100%						

## Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Item Line No.	Mod. Type	Mod. No.	Quantity	Dollar Amount
Bonds, Insurance and Initial Set-Up Expense (3% Max)	1027051	0005	0160-0451	0000	0005	00	000	1.000	\$1.00
<b>Total Estimated Item Payment:</b>								<b>\$1.00</b>	

## Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date	152	\$0
<b>Total Liquidated Damages:</b>				<b>\$0</b>

## Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0451, GPW-2022 Pavement Joint and Crack Sealing Program	0002	\$1.00	\$0.00	\$1.00
<b>Voucher Total:</b>				<b>\$1.00</b>

## Summary

Current Voucher Total:	\$1.00	Earnings to date:	\$26,297.89
-Current Retainage:	(\$1,000.00)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$1,001.00</b>	Net Earnings to date:	\$26,297.89
		- Payments to date:	\$25,296.89
		<b>Net Earnings this period:</b>	<b>\$1,001.00</b>



# Construction Pay Estimate Amount Balance Report

Estimate: 2

4/11/2023 2:16 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

## Contract: .0160-0451, GPW-2022 Pavement Joint and Crack Sealing Program

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
_ Bonds, Insurance and Initial Set-Up Expense (3% Max)	1027051	0005	0160-0451	0000	1.000	1.000	1.000	1.000	100%	1.00000	\$1.00
_ Cleaning and Sealing Existing Cracks (Asphalt Pavt)	6037001	0010	0160-0451	0000	31,681.800		31,681.800	31,681.800	100%	0.83000	\$26,295.89
_ Traffic Control and Maintenance	8127051	0015	0160-0451	0000	1.000		1.000	1.000	100%	1.00000	\$1.00
<b>Percentage of Contract Completed(curr): 100%</b>							<b>Total Amount Paid This Estimate:</b>				<b>\$1.00</b>
(total paid to date / total of all authorized work)							<b>Total Amount Paid To Date:</b>				<b>\$26,297.89</b>

CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
AIA DOCUMENT G707

Owner  
Architect  
Contractor  
Surety  
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. MIC62224

**PROJECT: 2022 Pavement Joint and Crack Sealing Program AFW Project # 0160-0451**  
(name, address)

**TO: (Owner)**  
**City of Grosse Pointe Woods**  
**20025 Mack Plaza**  
**Grosse Pointe Woods, MI 48236**

**ARCHITECT'S PROJECT NO:**  
**CONTRACT FOR: Contract Bond**  
**CONTRACT DATE: 7/11/2022**

**CONTRACTOR:**  
**Michigan Joint Sealing Inc.**  
**28830 W Eight Mile, Suite 103**  
**Farmington Hills, MI 48336**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

**Merchants Bonding Company (Mutual)**  
**PO Box 14498**  
**Des Moines, IA 50306-3498**

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

**Michigan Joint Sealing Inc.**  
**28830 W Eight Mile, Suite 103**  
**Farmington Hills, MI 48336**

, CONTRACTOR,

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

**City of Grosse Pointe Woods**  
**20025 Mack Plaza**  
**Grosse Pointe Woods, MI 48236**

, OWNER,


as set forth in the said Surety Company's bond.

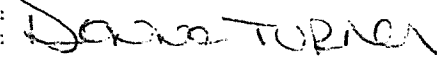
**IN WITNESS WHEREOF,**

the Surety Company has hereunto set its hand this

**12th** day of **April, 2023**

Surety Company  
**Merchants Bonding Company (Mutual)**

  
Signature of Authorized Representative

Attest:  
(Seal): 

**Susan L. Small, Attorney-in-Fact**  
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alan P Chandler; Ian J Donald; Jeffrey A Chandler; John L Budde; Kathleen M Irelan; Patrick E Williams; Steven K Brandon; Susan L Small; T J Griffin; Terence J Griffin; Wendy L Hingson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of April, 2023.



*William Warner Jr.*  
Secretary

# SWORN STATEMENT

State of Michigan, County of Oakland

Date 4/12/2023

David Bucc. being duly sworn, deposes and says:

That (he)(she) makes the Sworn Statement on behalf of Michigan Joint Sealing, Inc who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Wayne County, Michigan, described as follows:

2022 Pavement Joint & Crack Sealing  
(insert legal description of property)

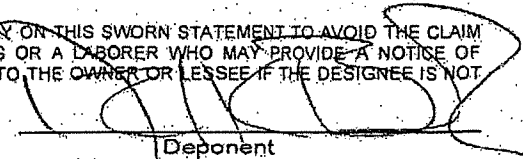
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner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

Names of subcontractor supplier or laborer	Type of improvement furnished	Initial contract amount	Change orders or credits	Adjusted contract amount	Amount already paid	Amount currently owing	Balance to complete	Amount of laborer wages, fringe benefits & withholding due but unpaid
<u>MJS inc</u>	<u>Labor</u>		<u>-</u>	<u>0</u>	<u>18,340.00</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>P&amp;T Products</u>	<u>Material</u>		<u>-</u>	<u>0</u>	<u>5,974.44</u>	<u>0</u>	<u>0</u>	
ALL APPLICABLE LABOR, FRINGES, TAXES, AND EQUIPMENT PAID IN FULL								

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

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as the \_\_\_\_\_ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

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

  
Deponent

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.**

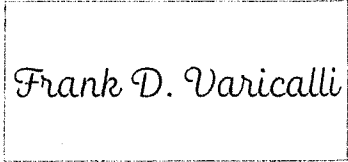
Subscribed and sworn to before me this 12 day of April 2023

Heather M Wyman Notary Public, Wayne County, Michigan.

My commission expires: 09-27-2024

# Signature Certificate

Reference number: BJNRZ-QXYZH-I2LVE-QZ2AD

Signer	Timestamp	Signature
<b>Frank D. Varicalli</b> Email: fvaricalli@aewinc.com		
Sent:	12 Apr 2023 16:14:49 UTC	
Viewed:	13 Apr 2023 10:52:50 UTC	
Signed:	13 Apr 2023 10:53:27 UTC	
<b>Recipient Verification:</b>		IP address: 50.231.116.222
✓ Email verified	13 Apr 2023 10:52:50 UTC	Location: Macomb, United States

Document completed by all parties on:  
13 Apr 2023 10:53:27 UTC

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