



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

51301 Sedgwick Road, Shelby Township, MI 48155
588.725.1744 | www.aewinc.com

September 24, 2021

Shawn Murphy
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236

PO 20-46063
420-902-977-101
OK - FS

Reference: Recommendation for Final Payment
Robert E. Novitke Complex Generator
AEW Project No. 0160-0427

SM 10/21/21
[Signature] 10/21/21

Dear Mrs. Murphy:

Enclosed please find the Final Pay Application for payment to Motor City Electric Co. for the above referenced project. For work performed through September 19, 2021, we recommend issuing final payment for the Total Amount Due This Invoice of **\$47,552.00** to Motor City Electric Co., 9440 Grinnell, Detroit, MI, 48213. The Sworn Statement and Consent of Surety are attached to this letter.

If you have any questions, please advise.

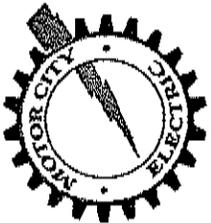
Sincerely,

Ross Wilberding, PE

cc: Frank Schulte, DPW Director
Bruce Smith, City Administrator
Jeanne Duffy
Susan Como
Motor City Electric Co.

Enclosure: Application for Payment
Sworn Statement
Partial Unconditional Waiver
Consent of Surety

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Motor City Electric Co.

"AN EQUAL OPPORTUNITY EMPLOYER"

REGISTERED TO ISO 9001:2000

9440 GRINNELL
DETROIT, MI 48213-1151

PHONE: (313) 921-5300

FAX: (313) 921-5310

TO: ANDERSON, ECKSTEIN, & WESTRICK, INC.
ATTN: ACCOUNTS PAYABLE DEPT.
51301 SCHOENHERR ROAD
SHELBY TWP., MICHIGAN 48315

INVOICE NO.: 57801

DATE: 09/16/21

CUSTOMER NO.: 01007
JOB NO.: 207049

RE: ROBERT E. NOVITKE COMPLEX GENERATOR

SUBCONTRACT NO.: 0160-0427

CONTRACT COMPLETED & STORED TO DATE: 100% \$ 287,240.00

LESS RETENTION: 0% \$ 0.00
\$ 287,240.00

LESS PREVIOUS PAYMENT REQUESTS: \$ 239,688.00

TOTAL AMOUNT DUE THIS INVOICE: \$ **47,552.00**

Complete Electrical Construction

We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER:
 ANDERSON, ECKSTEIN,
 & WESTRICK, INC.
 51301 SCHOENHERR ROAD
 SHELBY TWP., MI 48315

PROJECT:
 ROBERT. E NOVITKE
 COMPLEX GENERATOR

APPLICATION NO: 57801
 PERIOD TO: 09/30/2021
 PROJECT NOS: 207049
 CONTRACT NO: 1
 CONTRACT DATE: 08/21/2020

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

VIA ARCHITECT:

FROM CONTRACTOR:

Motor City Electric Co.
 9440 Grinnell
 Detroit MI 48213-1151

STATEMENT FOR PAYMENT

shown below, in connection with
 this Application, AIA Document G703 is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
 information and belief the Work covered by this Application for Payment has been
 completed in accordance with the Contract Documents, that all amounts have been paid by
 the Contractor for Work for which previous Certificates for Payment were issued and
 payments received from the Owner, and that current payment shown here is correct.
CONTRACTOR: MOTOR CITY ELECTRIC CO.

1. ORIGINAL CONTRACT SUM	\$	289,000.00
2. Net change by Change Orders	\$	-1,760.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	287,240.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	287,240.00
5. RETAINAGE:	\$.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 total)	\$	287,240.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	239,688.00
B. CURRENT PAYMENT DUE	\$	47,552.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$.00

By: *[Signature]* Date: 09/16/2021

State of Michigan
 County of Wayne

Subscribed and sworn to before
 me this 16th day of September



Barbara M. Leslie
 NOTARY PUBLIC - STATE OF MICHIGAN
 County of Wayne
 My Commission Expires 8/28/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial
 all figures on this Application and on the Continuation Sheet that are charged to
 conform to the Amount Certified)

ARCHITECT

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

Page 1 of 1

AIA Document G702, APPLICATION AND CERTIFICATION PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 57801
 APPLICATION DATE: 09/16/2021
 PERIOD TO: 09/30/2021
 PROJECT NO: 207049
 PROJECT NAME: ROBERT. E NOVITKE COMPLEX GENERATOR

A	B	C	D	E	F	G	H	I
ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (C + E + F)	% (G.I.C)	RETAINAGE (IF VARIABLE RATE)
101	MOBILIZATION	13,980.00	13,980.00	.00	.00	13,980.00	100	.00
102	AUDIO-VISUAL RECORD OF CONSTRUCTION AREA	1,055.00	1,055.00	.00	.00	1,055.00	100	.00
103	TREE REMOVALS	4,385.00	4,385.00	.00	.00	4,385.00	100	.00
104	REMOVE AND SALVAGE EXISTING GENERATOR	5,650.00	5,650.00	.00	.00	5,650.00	100	.00
105	RESTORE GENERATOR ROOM	7,700.00	.00	7,700.00	.00	7,700.00	100	.00
106	ALLOWANCE/GENERATOR ROOM DOOR/DAMAGE TO GENERATOR FOUNDATION	5,000.00	.00	5,000.00	.00	5,000.00	100	.00
107	MODIFY ELECTRICAL SYSTEM	12,340.00	12,340.00	.00	.00	12,340.00	100	.00
108	200KW GENERATOR	27,125.00	27,125.00	.00	.00	27,125.00	100	.00
109	AUTOMATIC TRANSFER SWITCH (600AMP)	180,110.00	180,110.00	.00	.00	180,110.00	100	.00
110	AUTOMATIC TRANSFER SWITCH (200AMP)	8,845.00	8,845.00	.00	.00	8,845.00	100	.00
111	ARBORVITEA	5,535.00	.00	5,535.00	.00	5,535.00	100	.00
112	RESTORATION	4,430.00	4,430.00	.00	.00	4,430.00	100	.00
113	CONTINGENCY	3,445.00	.00	3,445.00	.00	3,445.00	100	.00
114	CHANGE ORDER# 1	9,400.00	8,400.00	1,000.00	.00	9,400.00	100	.00
115		-1,760.00	.00	-1,760.00	.00	-1,760.00	100	.00
		287,240.00	266,320.00	20,920.00	.00	287,240.00		.00

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. ¹

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

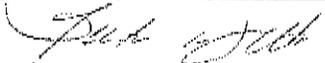
WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION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


Barbara A. Dominick 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 MICHIGAN 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

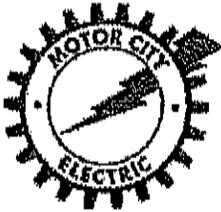
16th day of September, 2021


Bertha M. Little Notary Public
In and For Wayne County, Michigan
My Commission Expires: 08/28/25



Bertha M. Little
NOTARY PUBLIC - STATE OF MICHIGAN
County of Wayne
My Commission Expires 8/28/2025
Acting in the County of Wayne

¹Material furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.



MCE JOB NO.: 207049

PARTIAL UNCONDITIONAL WAIVER

I/we have a contract with Motor City Electric Co.
 to provide subcontract work for the improvement to the property described as:
ROBERT E. NOVITKE
COMPLEX GENERATOR

Purchase Order No.: 70039
 and hereby waive my/our construction lien to the amount of \$ 42,805.80 for labor
 and/or materials provided through 11/25/20 Cumulative Paid
 (DATE) To Date

This waiver, together with all previous waivers, if any, does does not cover all amounts due to me/us for contract improvements provided through date shown above.

IDEAL CONTRACTING

BY: Ashley Fast
(Signature of Lien Claimant)

Ashley Fast
(Print Or Type Name Of Person Signing Waiver)

TITLE: Project Accountant

Address: 2525 CLARK STREET
DETROIT, MI 48209

Telephone: (313) 843-8000

Fax: (313) 843-2532

Signed on: 7/14/21

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY FOR YOUR RECORDS

 **AIA** Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No.: 013130861

PROJECT: *(Name and address)*
Robert E. Novitke Complex
Generator, AEW Project No.
0160-0427

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: Construction

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

TO OWNER: *(Name and address)*
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236-2397

CONTRACT DATED: 8/10/2020

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

, SURETY,

on bond of
(Insert name and address of Contractor)

Motor City Electric Co.
9440 Grinnell
Detroit, MI 48213-1151

, 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 Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236-2397

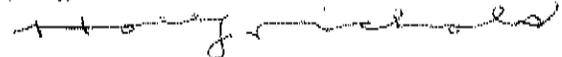
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 23, 2021**
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company

(Surety)

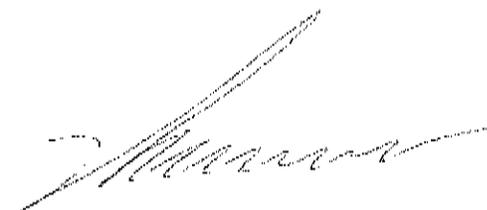


(Signature of authorized representative)

Holly Nichols, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):





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

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

Certificate No: 8198086-013068

POWER OF ATTORNEY

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

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

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



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

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

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of September, 2021.



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.