

10 MILE SIDEWALK (DINSER TO WOODHAM) – SEGMENT 51



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 and 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
& AMTSBUECHLER PC

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)



CITY OF NOVI

Balance Due This Payment = \$ 9,667.72

PURCHASE ORDER NO.

96557

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

APPLICATION FOR FINAL PAYMENT

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

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

PAYMENT NO.:FINAL

OWNER:City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

ENGINEER:Spalding DeDecker
905 South Boulevard East
Rochester, Michigan 48037
(248) 844-5400

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

CONTRACT AMOUNT

ORIGINAL: \$182,277.00
REVISED: \$182,344.54

FINAL COMPLETION DATES

ORIGINAL: June 10, 2021
REVISED:
ACTUAL:

DATES OF ESTIMATE

FROM: July 1, 2022
TO: September 6, 2022

SECTION 1.						COST OF COMPLETED WORK TO DATE								
Item No.	10 Mile Road Pathway - Base Bid GL# 204-204.00-974.482		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1	CD	16.00	\$ 700.00	\$ 11,200.00	16.75	\$ 700.00	\$ 11,725.00	0.75	\$ 525.00	4%	16.75	\$ 11,725.00	100%
0	Crew Days - Division 2	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
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		16.00	\$ 700.00	\$ 11,200.00	16.75	\$ 700.00	\$ 11,725.00	0.75	\$ 525.00	4%	16.75	\$ 11,725.00	100%
1	Bonds, Insurance and Mobilization	LS	1.00	\$ 17,000.00	\$ 17,000.00	1.00	\$ 17,000.00	\$ 17,000.00				1.00	\$ 17,000.00	100%
2	Audio-Visual Pre-Con Video	LS	1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ 1,800.00				1.00	\$ 1,800.00	100%
3	Soil Erosion Control Measures	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00				1.00	\$ 1,000.00	100%
4	Temporary Traffic Control Devices	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ 7,500.00				1.00	\$ 7,500.00	100%
5	Tree Protection Fencing	LF	654.00	\$ 1.50	\$ 981.00	425.00	\$ 1.50	\$ 637.50				425.00	\$ 637.50	100%
6	Tree, Rem, Less Than 24-inch	EA	1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	\$ 750.00				1.00	\$ 750.00	100%
7	Stump, Rem, 19-inch to 36-inch	EA	2.00	\$ 650.00	\$ 1,300.00	2.00	\$ 650.00	\$ 1,300.00				2.00	\$ 1,300.00	100%
8	Pavement, Remove	SF	850.00	\$ 2.25	\$ 1,912.50	890.60	\$ 2.25	\$ 2,003.85				890.60	\$ 2,003.85	100%
9	HMA Surface, Remove	SF	910.00	\$ 2.00	\$ 1,820.00	926.25	\$ 2.00	\$ 1,852.50				926.25	\$ 1,852.50	100%
10	Gravel Driveway, Remove	SF	447.00	\$ 1.50	\$ 670.50	365.00	\$ 1.50	\$ 547.50				365.00	\$ 547.50	100%
11	Sidewalk, Remove	SF	167.00	\$ 2.00	\$ 334.00	169.00	\$ 2.00	\$ 338.00				169.00	\$ 338.00	100%
12	Curb and Gutter, Conc, Remove	LF	48.00	\$ 20.00	\$ 960.00	48.00	\$ 20.00	\$ 960.00				48.00	\$ 960.00	100%
13	Culv, End, Rem, Less Than 24-inch	EA	5.00	\$ 200.00	\$ 1,000.00	1.00	\$ 200.00	\$ 200.00				1.00	\$ 200.00	100%
14	Culv, Rem, Less Than 24-inch	LF	38.00	\$ 42.00	\$ 1,596.00	60.00	\$ 42.00	\$ 2,520.00				60.00	\$ 2,520.00	100%
15	Block Retaining Wall, Remove	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00				1.00	\$ 2,000.00	100%
16	Concrete Wall, Remove	EA	2.00	\$ 900.00	\$ 1,800.00	2.00	\$ 900.00	\$ 1,800.00				2.00	\$ 1,800.00	100%
17	Chain Link Fence, Relocate	LF	256.00	\$ 12.00	\$ 3,072.00	259.00	\$ 12.00	\$ 3,108.00				259.00	\$ 3,108.00	100%
18	Ornamental Fence, Relocate	LF	221.00	\$ 12.00	\$ 2,652.00	208.00	\$ 12.00	\$ 2,496.00				208.00	\$ 2,496.00	100%
19	Dr Structure Cover, Adj, Case 1 (AN)	EA	1.00	\$ 450.00	\$ 450.00	1.00	\$ 450.00	\$ 450.00				1.00	\$ 450.00	100%
20	Embankment	LS	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ 8,000.00				1.00	\$ 8,000.00	100%
21	Sidewalk Grading	STA	18.00	\$ 1,400.00	\$ 25,200.00	15.49	\$ 1,400.00	\$ 21,686.00				15.49	\$ 21,686.00	100%
22	Subgrade Undercutting (As Needed)	CY	420.00	\$ 5.00	\$ 2,100.00	59.56	\$ 5.00	\$ 297.80				59.56	\$ 297.80	100%
23	Culv, C I A, CMP, 12-inch	LF	15.00	\$ 75.00	\$ 1,125.00	39.00	\$ 75.00	\$ 2,925.00				39.00	\$ 2,925.00	100%
24	Culv End Section, 12-inch	EA	1.00	\$ 375.00	\$ 375.00	1.00	\$ 375.00	\$ 375.00				1.00	\$ 375.00	100%
TOTAL THIS SHEET					\$ 85,398.00	\$ 81,547.15			\$ -			\$ 81,547.15 100%		

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

PROJECT:	10 Mile Road Pathway (Seg 51) Dinser Drive to Woodham Road	NOVI PROJECT NO.:	21-5001	PAYMENT NO.:	FINAL
		CIP NO.:	135-51		

[illegible]



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

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

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

PAYMENT NO.:FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit	NEW CONTRACT ITEMS		THIS PERIOD			TOTAL TO DATE					
					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%



CITY OF NOVI

PURCHASE ORDER NO.

96557

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

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 10 Mile Road Pathway (Seg 51)
Dinser Drive to Woodham Road
NOVI PROJECT NO.: 21-5001
CIP NO.: 135-51
PAYMENT NO.: FINAL

Original Contract Amount: \$ 182,277.00

Change Orders: \$ 67.54

Adjusted Contract Amount to Date: \$ 182,344.54

Total Cost of Work Performed to Date: \$ 182,344.54

MINUS Retainage: \$ 0%
MINUS Inspection "Crew Days": To Date \$ 16.75
This Pay \$ 0.75

Net Amt. Earned of Contract and Extra Work to Date: \$ 182,344.54

MINUS L.D.'s: # of days over = \$
\$ amount/day = \$600

Subtotal: \$ 182,344.54

ADD Incentive "Crew Days", if under: \$ -

Subtotal: \$ 182,344.54

MINUS Amount of Previous Payments: \$ 172,676.82

1 \$ 143,682.04
2 \$ -
3 \$ 22,045.24
4 \$ 6,949.54
5 \$ -
6 \$ -
7 \$ -
8 \$ -
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT: \$ 9,667.72

CHANGE ORDERS

No.	Date		Amount
1	May 13, 2021	\$	(1,457.50)
	July 7, 2021	\$	2,038.98
3	November 10, 2021	\$	981.72
4	July 28, 2022	\$	(338.28)
5	August 23, 2022	\$	(1,157.38)
6			
7			
8			
9			
10			

TOTAL: \$ 67.54

Inspection "Crew Days" Allowed per Contract:	16.00
Additional "Crew Days" per Change Orders:	0.75
Total Inspection "Crew Days" Allowed:	16.75
Inspection "Crew Days" Used to Date:	16.75
Inspection "Crew Days" Remaining:	0.00



CITY OF NOVI

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

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	10 Mile Road Pathway (Seg 51) Dinser Drive to Woodham Road	NOVI PROJECT NO.:	21-5001	PAYMENT NO.:	FINAL
		CIP NO.:	135-51		

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

Merlo Construction Company, Inc.
CONTRACTOR - Electronic Signature Certification

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

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

AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond No.: CA 3216940

PROJECT: *(Name and address)*
10 Mile Road Pathway (Dinser
Drive to Woodham Road)

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
SURETY: ☒
OTHER: ☒

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

CONTRACT DATED:

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

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

, SURETY,

on bond of
(Insert name and address of Contractor)

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

, CONTRACTOR,

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

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

, OWNER,

as set forth in said Surety's bond.

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

Great American Insurance Company

(Surety)

(Signature of authorized representative)

Nicholas Ashburn, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

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:

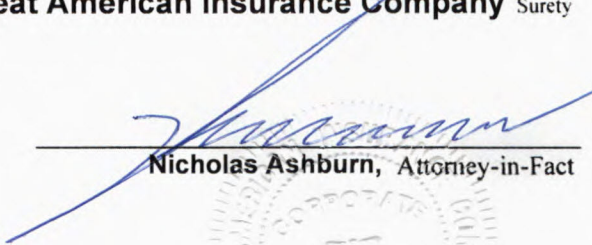
The penal sum of the above referenced maintenance bond is hereby increased from \$183,840.20 to \$185,490.20.

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.

Name	Address	Limit of Power
NICHOLAS ASHBURN	ALL OF	ALL
PAUL M. HURLEY	ROCHESTER HILLS, MICHIGAN	\$100,000,000
HOLLY NICHOLS		
ROBERT D. HEUER		

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
Stephen C. Beraha
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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

Susan A Kohorst

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

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

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

CERTIFICATION

I, STEPHEN C. 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.



Stephen C. Beraha
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 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
(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 total amount of the contract is \$185,490.20 of which I have received payment of \$165,727.28 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 this 27th day of January, 2022

Name: Brian Gustin
(individual/corporation/partnership)

By: Sr. Project Manager Attest: [Signature]
(Title) (Title)

Subscribed and sworn to before me this 27th day of January, 2022

Notary Public: [Signature]

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

NOTARY 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	Accumulative 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

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

FINAL UNCONDITIONAL WAIVER AND RELEASE

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

Signed On:


8/10/2021

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

FINAL UNCONDITIONAL WAIVER AND RELEASE

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

BY:


April Martin, Agent

Signed On:

1-27-22

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

FINAL UNCONDITIONAL WAIVER AND RELEASE

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.

**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:

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

FINAL UNCONDITIONAL WAIVER AND RELEASE

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.

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

BY:


Erika Haraburda, Agent

Signed On: 08.16.2021

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

FINAL UNCONDITIONAL WAIVER AND RELEASE

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.

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

BY:

Connie McCullough
Connie McCullough, Asst. Credit Manager

Signed On: 08-13-2021

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

FINAL UNCONDITIONAL WAIVER AND RELEASE

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.

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

BY: **Cynthia Hurley** Digitally signed by Cynthia Hurley
Date: 2021.08.16 13:51:05 -04'00'
Cynthia Hurley, Agent
Signed On: 8/16/21

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

FINAL UNCONDITIONAL WAIVER AND RELEASE

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.

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

BY:

Sue Baiardi (Agent)
Sue Baiardi, Agent

Signed On:

10-19-21

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

FINAL UNCONDITIONAL WAIVER AND RELEASE

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.

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

BY:



Lisa Petri, Agent

Signed On:

1 - 27 - 2022

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