



CITY of NOVI CITY COUNCIL

**Agenda Item D
September 30, 2013**

SUBJECT: Approval of the final payment to Verdeterre Contracting, Inc. for the 2012 Regional Stormwater Improvements program in the amount of \$49,262.89.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{R4} *BIC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$49,262.89
AMOUNT BUDGETED	\$0 (for FY13-14)
APPROPRIATION REQUIRED	\$49,262.89 (to be included in rollover budget amendment)
LINE ITEM NUMBER	210-211.00-865.687 Leavenworth/Thornton/Lexington Basins 210-211.00-869.510 Brookfarm Park Streambank 208-691.00-974.060 Brookfarm Park Pathway 204-204.00-974.429 Neighborhood Connector #2 Pathway 210-211.00-872.000 Taft Road and Galway work 208-691.00-974.050 Fuerst Park Drainage Improvements

BACKGROUND INFORMATION:

The 2012 Regional Stormwater Improvements program was awarded to Verdeterre Contracting, Inc. in the amount of \$537,197 at the June 4, 2012 City Council meeting. The project consisted of several smaller projects that were combined into one project in an effort to realize cost savings by completing projects that either had similar scopes, or had work that was in close proximity to another project's location. This project included the following storm water and non-motorized work:

- Regional Basin Improvements (Leavenworth, Lexington Green and Thornton Regional Detention Basins)—partially reimbursed by Federal grant funds.
- Sidewalk Gap Construction in Autumn Park Subdivision
- Brookfarm Park Streambank Stabilization
- Brookfarm Park Pathway along Ingersol Creek
- Neighborhood Connector #2 through Brookfarm Park
- Galway Drive concrete and drainage improvements (added by change order after award)
- Fuerst Park/Taft Road drainage improvements (added by change order after award)

Engineering staff worked with the engineering consultant for this project, Orchard, Hiltz & McCliment, Inc., to review and verify the final contract payment amount of \$49,262.89 that is due the contractor (Final Pay Estimate No. 8, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's September 16, 2013 letter, attached).

There were five approved change orders for this project resulting in a net increase of \$10,461.25 to the construction contract, or 2.0% over the awarded amount. The first change order balanced the line items in Division A (Leavenworth, Thornton, and Lexington Green Basins), at a decreased cost of \$28,810.50. The second change order added drainage improvements to Taft Road and Fuerst Park, at an increased amount of \$28,636. The third change order added drainage improvements and concrete replacement along Galway Drive (near Connemara Drive) at an increased cost of \$22,426. The fourth change order balanced all line items in Division B (Brookfarm Park Streambank Stabilization) at a decreased amount of \$13,851.25. The fifth and final change order balanced all line items associated with the Taft Road and Fuerst Park drainage improvements in the increased amount of \$2,061.00. The approved change orders resulted in a final contract price of \$547,657.75.

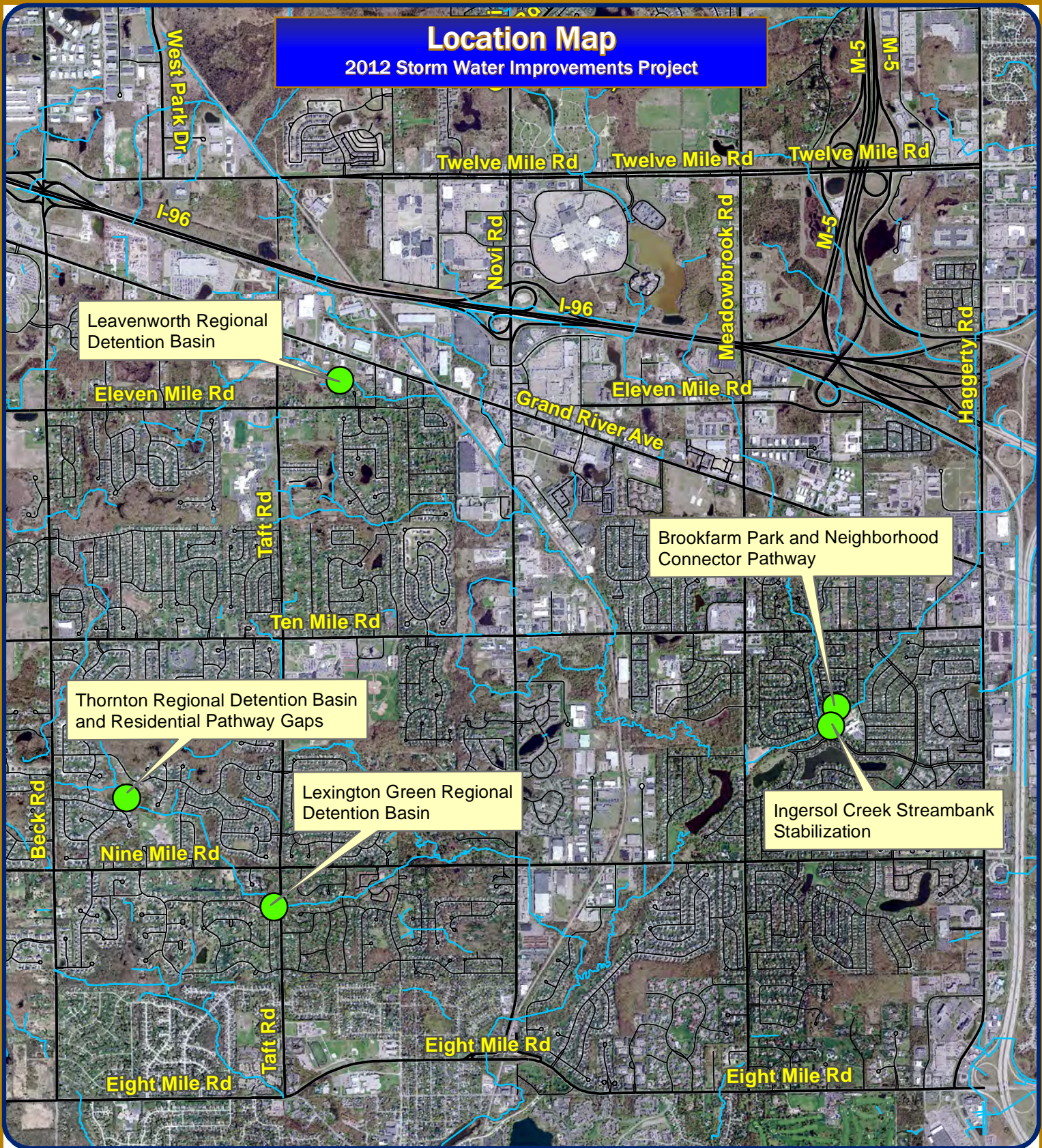
RECOMMENDED ACTION: Approval of the final payment to Verdeterre Contracting, Inc. for the 2012 Regional Stormwater Improvements program in the amount of \$49,262.89.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

Location Map

2012 Storm Water Improvements Project



Map Author: Brian Coburn
 Date: 9/23/13
 Project:
 Version #:

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.



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



1 inch = 3,008 feet

White Pines/Whitehall Sidewalk Gaps

(Constructed with Thornton Basin Improvements)

Location Map

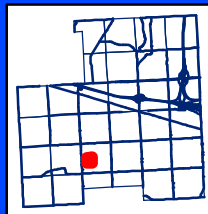


Map Author: Croy
Date: 5/29/12
Project: 2012 Stormwater Improvements
Version #: v1.0



Map Legend

Proposed Sidewalk



City of Novi
Engineering Division
Department of Public Services
26300 Delwal Drive
Novi, MI 48375
cityofnovi.org



1 inch = 125 feet

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.



Argyle St

Whitehall Dr

White Pines Dr

THORNTON BASIN

Sunnybrook Ln

Summer Ln

Somerset Ct

Autumn Park Blvd

Beck Rd

Autumn Park Ct

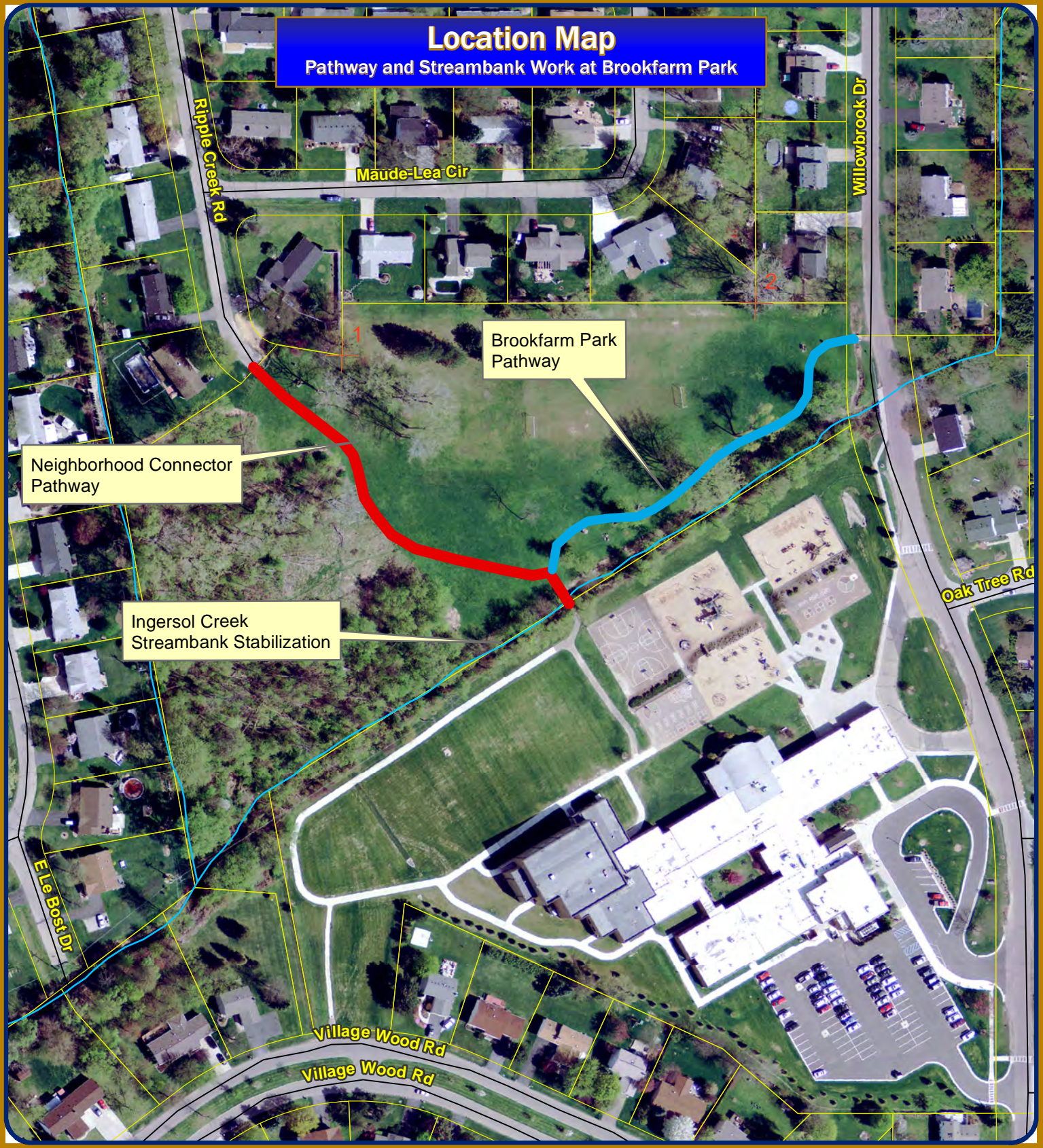
SIDEWALK GAP

Amberlund Ct

Nine Mile Rd

Location Map

Pathway and Streambank Work at Brookfarm Park



Neighborhood Connector Pathway

Brookfarm Park Pathway

Ingersol Creek Streambank Stabilization

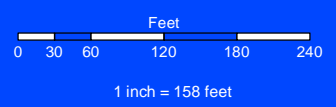
Map Author: Brian Coburn
 Date: 2/4/13
 Project:
 Version #:

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.



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



Photos of Completed Project



Streambank stabilization along Ingersol Creek



New neighborhood connector pathway connecting Ripple Creek to Village Oaks School



Brookfarm Park Pathway along Ingersol Creek looking toward Willowbrook Drive from the pedestrian bridge.



Improved outlet control and maintenance access at Leavenworth Regional Detention Basin.



New outlet control for Lexington Green Regional Detention Basin



New outlet control and overflow for Thornton Creek Regional Detention Basin



Improve maintenance access road for Thornton Creek Regional Detention Basin



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

September 16, 2013

Victor Cardenas
Assistant City Manager/Interim Finance Director
CITY OF NOVI
45175 W. Ten Mile Road
Novi, MI 48375

**RE: 2012 Regional Stormwater Improvements
*Verdeterre Contracting, Inc.***

Dear Mr. Cardenas:

We have received and reviewed the following closing documents for the 2012 Regional Stormwater Improvements Project:

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

The closing documents appear to be in order subject to approval of the Application by City Staff.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

Victor Cardenas
CITY OF NOVI
September 16, 2013
Page 2

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
(w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



July 29, 2013

Mr. Aaron Staup
Construction Engineering Coordinator
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Regarding: 2012 Regional Stormwater Improvements
OHM Job No. 0163-11-0011

Dear Mr. Staup:

Enclosed are Application for Progress Payment No. 8 (FINAL), a Sworn Statement and Schedule B for the referenced project. Also included are the following closeout documents:

- Consent of Surety to Final Payment
- Contractor's Affidavit
- Full Unconditional Waivers of Lien
- Rider increasing amount of Maintenance and Guarantee Bond

Verdeterre Contracting, Inc. has completed the work shown on the attached progress payment application for the period ending July 24, 2013 and we would recommend payment to the Contractor in the amount of \$49,262.89 which includes release of all retainage. The principal in the Retained Funds Account should be reduced from \$27,226.64 to \$0.00. The remaining \$22,036.25 should come from the Construction Account. All interested in the Retained Funds Account should be sent to Verdeterre in a separate check, clearly marked "Interest From Retained Funds Account."

If you have any questions, please contact us. Thank you for the opportunity to work with you on this project.

Sincerely,
OHM Advisors

A handwritten signature in blue ink that reads "Ron Cavallaro". The signature is fluid and cursive, written over a horizontal line.

Ron Cavallaro
Project Manager

cc: Chris Brown, Verdeterre Contracting, Inc., 2618 Hannan Rd., Canton, MI 48188
Bryan Dage, OHM Advisors
File

P:\0126_0165\0163110011_2011_Basin_Projects\const\Estimates_CO\Estimates\No.8 (FINAL)\Est No.8ltr.doc



CITY OF NOVI

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

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2012 Regional Stormwater Improvements
OWNER: City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

NOVI PROJECT NO.:
ENGINEER: OHM Inc.
34000 Plymouth Road
Livonia, Michigan 48150

PAYMENT NO.: 8 (FINAL)
CONTRACTOR: Verdeterre Contracting, Inc.
2618 Hannan Road
Canton, Michigan 48188

CONTRACT AMOUNT

ORIGINAL: \$ 537,196.50
REVISED: \$ 547,657.75

SUBSTANTIAL COMPLETION DATE

ORIGINAL: November 8, 2012
REVISED:

DATES OF ESTIMATE

FROM: December 13, 2012
TO:

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Leavenworth/Thornton/Lexington Green	CD	36	\$ 615.00	\$ 22,140.00	21.50	\$ 615.00	\$ 13,222.50				21.50	\$ 13,222.50	100%
0	Brookfarm Streambank Eng and Const	CD	36	\$ 615.00	\$ 22,140.00	36	\$ 615.00	\$ 22,140.00				14.25	\$ 8,763.75	40%
0	Brookfarm Park Pathway	CD	2	\$ 615.00	\$ 1,230.00	2	\$ 615.00	\$ 1,230.00				0.50	\$ 307.50	25%
0	NCE2 and White Pines Pathway	CD	7	\$ 615.00	\$ 4,305.00	7	\$ 615.00	\$ 4,305.00				1.50	\$ 922.50	21%
0	Galway	CD				3	\$ 615.00	\$ 1,845.00				2.00	\$ 1,230.00	67%
0	Tah Road	CD				2	\$ 615.00	\$ 1,230.00				1.50	\$ 922.50	75%
0	Fuerst Park	CD				3	\$ 615.00	\$ 1,845.00				2.50	\$ 1,537.50	83%
LEAVENWORTH - THORNTON - LEXINGTON GREEN BASINS (210-211.00-965.687)														
1	Mobilization, Max. _____	LS	1	\$ 15,380.00	\$ 15,380.00	1	\$ 15,380.00	\$ 15,380.00				1.00	\$ 15,380.00	100%
3	Erosion Control, Inlet Filter	Ea	1	\$ 110.00	\$ 110.00	1	\$ 110.00	\$ 110.00				1.00	\$ 110.00	100%
4	Dr Structure, Rem	Ea	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
5	Sewer, Rem, Less than 24 inch	Fl	55	\$ 21.00	\$ 1,155.00	22	\$ 21.00	\$ 462.00				22.00	\$ 462.00	100%
6	Sewer, Rem, 24 inch to 48 inch	Fl	12	\$ 39.00	\$ 468.00	8	\$ 39.00	\$ 312.00				8.00	\$ 312.00	100%
7	Guardrail, Rem	Fl	52	\$ 18.00	\$ 936.00	54	\$ 18.00	\$ 972.00				54.00	\$ 972.00	100%
8	Masonry and Conc Structure, Rem	Cyd	1	\$ 1,540.00	\$ 1,540.00	1	\$ 1,540.00	\$ 1,155.00				0.75	\$ 1,155.00	100%
9	Subgrade Undercutting, Type II	Cyd	66	\$ 54.00	\$ 3,564.00		\$ 54.00	\$				0.00	\$	
10	Station Grading, Roadway	Sta	9.6	\$ 3,600.00	\$ 34,560.00	8.70	\$ 3,600.00	\$ 31,320.00				8.70	\$ 31,320.00	100%
11	Boulder, Relocate	Ea	6	\$ 87.00	\$ 522.00	6	\$ 87.00	\$ 522.00				6.00	\$ 522.00	100%
12	Exploratory Excavation	Ea	3	\$ 1,140.00	\$ 3,420.00		\$ 1,140.00	\$				0.00	\$	
13	Erosion Control, Gravel Access Approach	Ea	1	\$ 3,220.00	\$ 3,220.00	1	\$ 3,220.00	\$ 3,220.00				1.00	\$ 3,220.00	100%
14	Erosion Control, Silt Fence	Pt	1514	\$ 2.00	\$ 3,028.00	1820	\$ 2.00	\$ 3,640.00				1820.00	\$ 3,640.00	100%
15	Tree Fence, Protection	Pt	173	\$ 3.50	\$ 605.50	62	\$ 3.50	\$ 217.00				62.00	\$ 217.00	100%
16	Erosion Control, Check Dam, Stone, Modified	Syd	19	\$ 31.00	\$ 589.00	25	\$ 31.00	\$ 775.00				25.00	\$ 775.00	100%
17	Aggregate Base, 6 inch	Syd	1740	\$ 7.00	\$ 12,180.00	1387	\$ 7.00	\$ 9,709.00				1387.00	\$ 9,709.00	100%
18	Culv End Sect, Conc, 42 inch	Ea	1	\$ 2,600.00	\$ 2,600.00		\$ 2,600.00	\$				0.00	\$	
19	Culv End Sect, Metal, 12 inch	Ea	2	\$ 200.00	\$ 400.00	2	\$ 200.00	\$ 400.00				2.00	\$ 400.00	100%
20	Culv, CI A, CSP, 12 inch	Fl	59	\$ 25.00	\$ 1,475.00	55	\$ 25.00	\$ 1,375.00				55.00	\$ 1,375.00	100%
21	Culv End Sect, Resel, 42 inch	Ea	1	\$ 1,140.00	\$ 1,140.00	1	\$ 1,140.00	\$ 570.00				0.50	\$ 570.00	100%
22	Structure, Adj	Ea	1	\$ 650.00	\$ 650.00		\$ 650.00	\$				0.00	\$	
23	Thornton Detention Basin, 10 Year Structure	LS	1	\$ 22,670.00	\$ 22,670.00	1	\$ 22,670.00	\$ 22,670.00				1.00	\$ 22,670.00	100%
24	Thornton Detention Basin, 100 Year Structure	LS	1	\$ 18,900.00	\$ 18,900.00	1	\$ 18,900.00	\$ 18,900.00				1.00	\$ 18,900.00	100%

TOTAL THIS SHEET

\$ 129,612.50

\$ 112,209.00

\$

\$ 112,209.00

100%



CITY OF NOVI

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

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2012 Regional Stormwater Improvements

NOVI PROJECT NO.:

PAYMENT NO.:

8 (FINAL)

SECTION 1. COST OF COMPLETED WORK TO DATE														
Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
25	Lexington Green Detention Basin, 10 Year Structure, Modification	LS	1	\$ 16,665.00	\$ 16,665.00	1	\$ 16,665.00	\$ 16,665.00				1.00	\$ 16,665.00	100%
26	Leavenworth Sedimentation Basin, Outlet Structure Modification	LS	1	\$ 3,900.00	\$ 3,900.00	1	\$ 3,900.00	\$ 3,900.00				1.00	\$ 3,900.00	100%
27	Turf Pavers	Syd	1464	\$ 43.00	\$ 62,952.00	1220	\$ 43.00	\$ 52,460.00				1220.00	\$ 52,460.00	100%
28	Sidewalk, Conc. 6 inch, Modified	Slt	120	\$ 6.00	\$ 720.00	100	\$ 6.00	\$ 600.00				100.00	\$ 600.00	100%
29	Sign, "No Mow"	Ea	14	\$ 175.00	\$ 2,450.00	11	\$ 175.00	\$ 1,925.00				11.00	\$ 1,925.00	100%
30	Riprap, Heavy	Syd	38	\$ 34.00	\$ 1,292.00	38	\$ 34.00	\$ 1,292.00				38.00	\$ 1,292.00	100%
31	Thuja occidentalis 'Aurea', #5 cont.	Ea	2	\$ 285.00	\$ 570.00	6	\$ 285.00	\$ 1,710.00				6.00	\$ 1,710.00	100%
32	Sprinkler Line	Fl	100	\$ 9.00	\$ 900.00	60	\$ 9.00	\$ 540.00				60.00	\$ 540.00	100%
33	Sprinkler Head, Remove and Reset	Ea	10	\$ 75.00	\$ 750.00	10	\$ 75.00	\$ 750.00				10.00	\$ 750.00	100%
34	Sprinkler Head, Replace	Ea	5	\$ 100.00	\$ 500.00		\$ 100.00					0.00		
35	Sprinkler Valve, Relocate and or Replace	Ea	5	\$ 110.00	\$ 550.00		\$ 110.00					0.00		
36	Maintaining Pond and Stream Flow, Thornton	LS	1	\$ 7,960.00	\$ 7,960.00	1	\$ 7,960.00	\$ 7,960.00				1.00	\$ 7,960.00	100%
37	Maintaining Pond and Stream Flow, Lexington Green	LS	1	\$ 4,850.00	\$ 4,850.00	1	\$ 4,850.00	\$ 4,850.00				1.00	\$ 4,850.00	100%
38	Maintaining Pond and Stream Flow, Leavenworth	LS	1	\$ 4,850.00	\$ 4,850.00	1	\$ 4,850.00	\$ 4,850.00				1.00	\$ 4,850.00	100%
39	Audio Video Survey	LS	1	\$ 4,470.00	\$ 4,470.00	1	\$ 4,470.00	\$ 4,470.00				1.00	\$ 4,470.00	100%
BROOKFARM PARK STREAMBANK ENG AND CONST - 210-211.00-859.510												0.00		
40	Clearing	Acre	0.72	\$ 14,200.00	\$ 10,224.00	0.72	\$ 14,200.00	\$ 10,224.00				0.72	\$ 10,224.00	100%
41	Tree Removal	Ea	7	\$ 500.00	\$ 3,500.00	2.00	\$ 500.00	\$ 1,000.00				2.00	\$ 1,000.00	100%
42	Cross Vane	Ea	1	\$ 9,250.00	\$ 9,250.00	1	\$ 9,250.00	\$ 9,250.00				1.00	\$ 9,250.00	100%
43												0.00		
45	Detail A, Boulder Toe Protection	Ft	200	\$ 156.00	\$ 31,200.00	176	\$ 156.00	\$ 27,456.00				176.00	\$ 27,456.00	100%
46	Detail B, Coir Block Bank Stabilization	Ft	46	\$ 110.00	\$ 5,060.00		\$ 110.00					0.00		
47	Detail C, Coir Block Bank Stabilization	Ft	415	\$ 98.00	\$ 40,670.00	447	\$ 98.00	\$ 43,806.00				447.00	\$ 43,806.00	100%
48	Detail D, Coir Block Bank Stabilization with Bankfull Shell	Ft	755	\$ 110.00	\$ 83,050.00	812	\$ 110.00	\$ 89,320.00				812.00	\$ 89,320.00	100%
49	Woody Debris Removal	Ea	4	\$ 820.00	\$ 3,280.00	4	\$ 820.00	\$ 3,280.00				4.00	\$ 3,280.00	100%
50	End Section Protection	Ea	3	\$ 440.00	\$ 1,320.00	2	\$ 440.00	\$ 880.00				2.00	\$ 880.00	100%
TOTAL FROM THIS SHEET					\$ 300,933.00		\$ 287,188.00		\$		\$ 287,188.00			
TOTAL FROM OTHER SHEET					\$ 129,612.50		\$ 112,209.00		\$		\$ 112,209.00			
SUBTOTAL					\$ 430,545.50		\$ 399,397.00		\$		\$ 399,397.00		100%	



CITY OF NOVI

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

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2012 Regional Stormwater Improvements

NOVI PROJECT NO.:

PAYMENT NO.:

8 (FINAL)

SECTION 1.			COST OF COMPLETED WORK TO DATE											
Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt.	Quantity	Cost/Unit	Total Amt.	Quantity	Amount	%	Quantity	Amount	%
54	Soccer Field Earthwork	Cyd	1273	\$ 29.00	\$ 36,917.00	1273	\$ 29.00	\$ 36,917.00				1273.00	\$ 36,917.00	100%
55	Tree Fence, Protector	Fl	457	\$ 3.50	\$ 1,599.50	411	\$ 3.50	\$ 1,438.50				411.00	\$ 1,438.50	100%
56	Erosion Control, Check Dam, Stone, Modified	Syd	9	\$ 31.00	\$ 279.00	4	\$ 31.00	\$ 124.00				4.00	\$ 124.00	100%
59	Bishop Detention Basin, 10 Year Structure, Modification	LS	1	\$ 9,520.00	\$ 9,520.00	1	\$ 9,520.00	\$ 9,520.00				1.00	\$ 9,520.00	100%
64	Riprap, Heavy	Syd	1	\$ 35.00	\$ 35.00	44	\$ 35.00	\$ 1,540.00				44.00	\$ 1,540.00	100%
BROOKFARM PARK PATHWAY - 208-691.00-974.060												0.00		
												0.00		
63	Sidewalk, Conc, 4 inch, Modified	Sft	3944	\$ 3.10	\$ 12,226.40	2956	\$ 3.10	\$ 9,163.60				2956.00	\$ 9,163.60	100%
85	Concrete Surcharge	Sft				4336.50	\$ 1.00	\$ 4,336.50				4336.50	\$ 4,336.50	100%
NC#2 AND White Pines Pathway - 204-204.00-974.429												0.00		
												0.00		
44	Erosion Control, Inlet Filter	Ea	5	\$ 110.00	\$ 550.00		\$ 110.00	\$ -				0.00		
51	Pavt, Rem	Syd	80	\$ 7.00	\$ 560.00	3	\$ 7.00	\$ 17.50				2.50	\$ 17.50	100%
52	Sidewalk, Rem	Syd	29	\$ 13.00	\$ 377.00	32	\$ 13.00	\$ 416.00				32.00	\$ 416.00	100%
53	Station Grading, Sidewalk	Sta	9.70	\$ 700.00	\$ 6,790.00	13.90	\$ 700.00	\$ 9,730.00				13.90	\$ 9,730.00	100%
57	Dr Structure, 48 inch dia	Ea	1	\$ 1,880.00	\$ 1,880.00	1	\$ 1,880.00	\$ 1,880.00				1.00	\$ 1,880.00	100%
58	Structure, Adj.	Ea	7	\$ 350.00	\$ 2,450.00	1	\$ 350.00	\$ 350.00				1.00	\$ 350.00	100%
60	Conc Pavt with Integral Curb, Nonreint, 8 inch	Syd	80	\$ 59.00	\$ 4,720.00	2.50	\$ 59.00	\$ 147.50				2.50	\$ 147.50	100%
61	Sidewalk Conc, 6 inch, Modified	Sft	96	\$ 3.50	\$ 336.00		\$ 3.50	\$ -				0.00	\$ -	
62	Sidewalk Ramp, Conc, 6 inch, Modified	Sft	102	\$ 6.50	\$ 663.00	44	\$ 6.50	\$ 286.00				44.00	\$ 286.00	100%
63	Sidewalk, Conc, 4 inch, Modified	Sft	8951	\$ 3.10	\$ 27,748.10	6216.50	\$ 3.10	\$ 19,271.15				6216.50	\$ 19,271.15	100%
Galway 208-691.00-974.050														
1	Mobilization, North Side	LS				1	\$ 640.00	\$ 640.00				1.00	\$ 640.00	100%
2	Sawcut Existing Spillway	LS				1	\$ 230.00	\$ 230.00				1.00	\$ 230.00	100%
3	Remove Ex. Rip-Rap/Excavate & Grade	LS				1	\$ 1,880.00	\$ 1,880.00				1.00	\$ 1,880.00	100%
4	12" CMP	LF				78	\$ 38.00	\$ 2,964.00				78.00	\$ 2,964.00	100%
5	18" CMP	LF				40	\$ 44.00	\$ 1,760.00				40.00	\$ 1,760.00	100%
6	4' Inlet over Ex. 18" CMP	Ea				1	\$ 2,370.00	\$ 2,370.00				1.00	\$ 2,370.00	100%
7	North Side - 3" Topsoil, Seed & Mulch	LS				1	\$ 1,140.00	\$ 1,140.00				1.00	\$ 1,140.00	100%
TOTAL FROM THIS SHEET					\$ 106,651.00			\$ 106,121.75			\$		\$ 106,121.75	
TOTAL FROM OTHER SHEETS					\$ 490,545.50			\$ 399,397.00			\$		\$ 399,397.00	
SUBTOTAL					\$ 537,196.50			\$ 505,518.75			\$		\$ 505,518.75	100%



CITY OF NOVI

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

APPLICATION FOR PROGRESS PAYMENT

PROJECT:

NOVI PROJECT NO.:

PAYMENT NO.:

8 (FINAL)

SECTION 1.			COST OF COMPLETED WORK TO DATE											
Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt.	Quantity	Cost/Unit	Total Amt.	Quantity	Amount	%	Quantity	Amount	%
8	New Rip Rap - North Side	SY				60	\$ 24.00	\$ 1,440.00				60.00	\$ 1,440.00	100%
9	Mobilization, South Side	LS				1	\$ 640.00	\$ 640.00				1.00	\$ 640.00	100%
10	Sawcut/Remove Ex. Conc. Curb	Sf				94	\$ 14.00	\$ 1,316.00				94.00	\$ 1,316.00	100%
11	Pour New 2' x 25' Concrete Spillway	Sf				94	\$ 34.00	\$ 3,196.00				94.00	\$ 3,196.00	100%
12	6' x 24' Joint Repair	Lf				8	\$ 95.00	\$ 760.00				8.00	\$ 760.00	100%
13	Excavate Swale	Lf				50	\$ 35.00	\$ 1,750.00				50.00	\$ 1,750.00	100%
14	South Side, 3" Topsoil, Seed & Mulch	LS				1	\$ 1,140.00	\$ 1,140.00				1.00	\$ 1,140.00	100%
15	New Rip Rap - South Side	Sy				50	\$ 24.00	\$ 1,200.00				50.00	\$ 1,200.00	100%
Taft Road (GL#210-211.00-672.000)														
1	Mobilization	LS				1	\$ 640.00	\$ 640.00				1.00	\$ 640.00	100%
2	Aggregate Base, 6" Limestone	Sy				31	\$ 22.00	\$ 682.00				31.00	\$ 682.00	100%
3	4" Concrete Sidewalk	Sf				260	\$ 13.00	\$ 3,640.00	55.00	\$ 715.00	20%	280.00	\$ 3,640.00	100%
4	24" CSP Culvert	Lf				20	\$ 40.00	\$ 800.00				20.00	\$ 800.00	100%
5	24" CSP End Section	Ea				1	\$ 350.00	\$ 350.00				1.00	\$ 350.00	100%
6	Special Backfill (MDOT Class II)	Lf				10	\$ 30.00	\$ 300.00				10.00	\$ 300.00	100%
7	Remove Sidewalk	Sf				280	\$ 4.00	\$ 1,120.00	55.00	\$ 220.00	20%	280.00	\$ 1,120.00	100%
8	Remove 24" CSP End Section	EA				1	\$ 225.00	\$ 225.00				1.00	\$ 225.00	100%
9	3" Topsoiling, Seeding & Mulching	LS				1	\$ 2,200.00	\$ 2,200.00				1.00	\$ 2,200.00	100%
10	8" PVC SDR35	Lf				26	\$ 15.00	\$ 390.00	6.00	\$ 90.00	23%	26.00	\$ 390.00	100%
Fuerst Park (GL#208-691.00-974.050)														
1	Mobilization	LS				1	\$ 960.00	\$ 960.00				1.00	\$ 960.00	100%
2	Aggregate Base, 6" Limestone	Sy				10	\$ 22.00	\$ 220.00				10.00	\$ 220.00	100%
3	4" Conc. Sidewalk 2/1" Brushed Edge	Sf				60	\$ 45.00	\$ 2,760.00	30.00	\$ 1,380.00	50%	60.00	\$ 2,760.00	100%
4	4' Diameter Drainage Structure	Ea				1	\$ 2,255.00	\$ 2,255.00				1.00	\$ 2,255.00	100%
5	12" RCP Class IV	Lf				275	\$ 26.00	\$ 7,150.00				275.00	\$ 7,150.00	100%
6	Tap Existing Drainage Structure	Ea				1	\$ 900.00	\$ 900.00				1.00	\$ 900.00	100%
7	Special Backfill (MDOT Class II)	Lf				20	\$ 30.00	\$ 600.00				20.00	\$ 600.00	100%
8	Remove Sidewalk	Sf				90	\$ 12.00	\$ 1,080.00	60.00	\$ 720.00	67%	90.00	\$ 1,080.00	100%
9	Remove 12" RCP End Section	Ea				1	\$ 225.00	\$ 225.00				1.00	\$ 225.00	100%
10	3" Topsoiling, Seeding & Mulching	LS				1	\$ 4,200.00	\$ 4,200.00				1.00	\$ 4,200.00	100%
TOTAL FROM THIS SHEET								\$ 42,139.00	\$ 3,125.00	\$ 42,139.00				
TOTAL FROM OTHER SHEETS								\$ 537,196.50	\$ 505,518.75	\$ 505,518.75				
SUBTOTAL								\$ 537,196.50	\$ 547,657.75	\$ 547,657.75	\$ 3,125.00	\$ 42,139.00	100%	



CITY OF NOVI

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

Section 2.

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2012 Regional Stormwater Improvements

NOVI PROJECT NO.:

PAYMENT NO.:

8 (FINAL)

Original Contract Amount: \$ 537,196.50

Change Orders: \$ 10,461.25

Adjusted Contract Amount to Date: \$ 547,657.75

Total Cost of Work Performed to Date: \$ 547,657.75

MINUS Retainage:

Leavenworth-Thornton-Lexington Grn:	To Date	21.50	\$	-
Brookfarm Park Streambank Eng/Cons	To Date	14.25	\$	13,376.25
Brookfarm Park Pathway		0.50	\$	922.50
NC#2 and White Pines Pathway		1.50	\$	3,382.50
Galway		2.00	\$	615.00
Taft Road		1.50	\$	307.50
Fuerst Park		2.50	\$	307.50
	This Pay	39.75	Add CD	\$ 18,911.25

Ret Amt. Earned of Contract and Extra Work to Date: \$ 566,569.00

MINUS L.D.'s: # of days over = \$ -

\$ amount/day =

Subtotal: \$ 566,569.00

MINUS Amount of Previous Payments: \$ 517,306.11

1	\$	39,385.20
2	\$	116,777.70
3	\$	85,905.45
4	\$	13,186.35
5	\$	176,026.73
6	\$	62,831.28
7	\$	25,193.40

BALANCE DUE THIS PAYMENT:

\$ 49,262.89

CHANGE ORDERS

No.	Date	Amount
1	November 5, 2012	\$ (28,810.50)
2	March 7, 2013	\$ 28,636.00
3 revised	January 10, 2013	\$ 22,426.00
4	December 17, 2012	\$ (13,851.25)
5	May 30, 2013	\$ 2,061.00
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -
	January 0, 1900	\$ -

TOTAL: \$ 10,461.25

Category	Days Allowed	Days Used	Remaining Days
Leavenworth-Thornton-Lexington Green	21.50	21.50	0.00
Brookfarm Park Streambank Eng/Cons	36.00	14.25	21.75
Brookfarm Park Pathway	2.00	0.50	1.50
NC#2 and White Pines Pathway	7.00	1.50	5.50
Galway	3.00	2.00	1.00
Taft Road	2.00	1.50	0.50
Fuerst Park	3.00	2.50	0.50
Total:	74.50	43.75	30.75



CITY OF NOVI

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

Section 3.

APPLICATION FOR PROGRESS PAYMENT

PROJECT: 2012 Regional Stormwater Improvements

NOVI PROJECT NO.:

PAYMENT NO.:

8 (FINAL)

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.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

By: Aaron J. Straup, Construction Engineering Coordinator

Dated:

Verdeyre Contracting

Contracting Company

Contractor Authorized Signature

By: Scott A. Pecul
Print Name

Date:

7-24-13

OHM Advisors

Consultant Firm

Consultant Authorized Signature

By: Bryan Dage
Print Name

Date:

7-29-13

By: Brian Coburn, PE., Engineering Manager

Dated:



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.

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 Wayne

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

President of the Verdeterre Contracting, Inc.
(Title) (Firm Name)

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

2012 Regional Stormwater Improvements
(Description of Improvement)

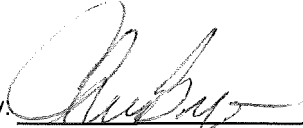
located at: Novi, Michigan

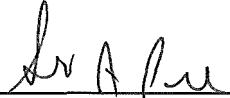
The total amount of the contract is \$547,657.75 of which I have received payment of \$517,306.10 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements 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 25th day of June 2013

Name: Verdeterre Contracting, Inc.
(individual/corporation/partnership)

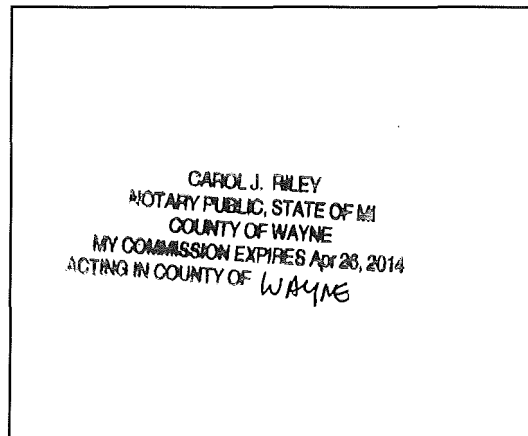
By: 
Chris Brown (Title) PRESIDENT

Attest: 
SCOTT PRELL (Title) PROJECT MANAGER

Subscribed and sworn to before me this 25th day of June, 2013

Notary Public: 

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
Bell's Landscaping Services	Materials	\$1,225.00	\$1,225.00	\$0.00		\$0.00
Construction Video Services	Video Services	\$3,500.00	\$3,500.00	\$0.00		\$0.00
Cougar Contracting, Inc.	Sub	\$800.00	\$800.00	\$0.00		\$0.00
Hanes Geo Components	Materials	\$78,815.18	\$78,815.18	\$0.00		\$0.00
HD Supply	Materials	\$4,492.80	\$4,492.80	\$0.00		\$0.00
HESCO	Materials	\$3,518.14	\$3,518.14	\$0.00		\$0.00
Jensen Bridge	Materials	\$19,535.56	\$19,535.56	\$0.00		\$0.00
Lou's Transport	Trucking	\$8,569.71	\$8,569.71	\$0.00		\$0.00
Mack Industries	Materials	\$1,255.04	\$1,255.04	\$0.00		\$0.00
Nativescape	Materials	\$450.00	\$450.00	\$0.00		\$0.00
Niswander Environmental	Materials	\$179.01	\$179.01	\$0.00		\$0.00
Northern HardScape Supply	Materials	\$11,930.39	\$11,930.39	\$0.00		\$0.00
Superior Materials	Materials	\$3,760.88	\$3,760.88	\$0.00		\$0.00
Timmer Construction	Sub	\$11,470.79	\$11,470.79	\$0.00		\$0.00
TKMS Ltd	Trucking	\$10,583.18	\$10,583.18	\$0.00		\$0.00
Etna Supply Co.	Materials	\$1,703.42	\$1,703.42	\$0.00		\$0.00
GM & Sons	Materials	\$19,713.00	\$19,713.00	\$0.00		\$0.00
Reliable Landscaping	Sub	\$8,000.00	\$8,000.00	\$0.00		\$0.00
Verdeterre - Pyroll/Ovrhd/Profit		\$358,155.65	\$327,804.00	\$0.00		\$30,351.65
TOTALS		\$547,657.75	\$517,306.10	\$0.00		\$30,351.65

RECAPITULATION



BOND NUMBER 601031876

**CONSENT OF SURETY
TO FINAL PAYMENT**

**Conforms with the American Institute of
Architects, AIA Document G707**

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER: City of Novi
(Name and address)

26300 lee BE Gole Dr.
Novi, MI. 48375

ARCHITECT'S PROJECT NO.:



CONTRACT FOR:

PROJECT: 2012 Regional Stormwater System
(Name and address) Improvements

CONTRACT DATED:
June 4, 2012



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

The Ohio Casualty Insurance Company

, SURETY,

on bond of
(Insert name and address of Contractor)

Verdeterre Contracting, Inc
2618 Hannan Road
Canton, MI. 48188

, 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
26300 lee BE Gole Dr.
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: June 26, 2013
(Insert in writing the month followed by the numeric date and year.)

The Ohio Casualty Insurance Company

(Surety)

(Signature of authorized representative)

Attest:

Chris Namyslowski, Attorney-in-Fact

(Printed name and title)

Principal: Verdeterre Contracting, Inc

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Autumn Associates

Obligee: City of Novi

Agent Code: 210023

Bond Number: 601031876

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Curtis S. Rager, Sandra Wonderly, Chris Namyslowski of FARMINGTN HLS, Michigan its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012.

Gregory W. Davenport Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

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 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, bond, 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.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the 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.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 26 day of June, 2013

David M. Carey Assistant Secretary

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The undersigned, Christopher K. Brown hereby represents that on June 4, 2013 he (it) was awarded a contract by City of Novi hereinafter called the Owner, to Verdeterre Contracting, Inc. in accordance with the terms and conditions of Contract No. N/A, and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this 25th day of June, 2013.

RE: 2012 Regional Stormwater System Improvements

Verdeterre Contracting, Inc.
Contractor
By: [Signature]
Title President

Subscribed and sworn to before me, a Notary Public in and for Wayne County, Michigan, on this 25th day of June, 2013.

Notary Public: [Signature]
My Commission expires: 4-26-2014

CAROL J. RILEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES APR 26, 2014
ACTING IN COUNTY OF: Wayne

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with NEEDHAMER CONTRACTING INC
(other controlling party)
to provide LANDSCAPING SERVICES
for the improvement to the property described as 2012 NOVI STORM WATER IMPROVEMENTS
NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Marcy Bell

Marcy Bell - President
(Signature of lien claimant)

Bell's Landscape Services, Inc
(Company Name)

Address: 28401 Haas Road
Wixom, MI 48393

Signed on:

November 30, 2012
(Date)

Telephone: 248-486-0960

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

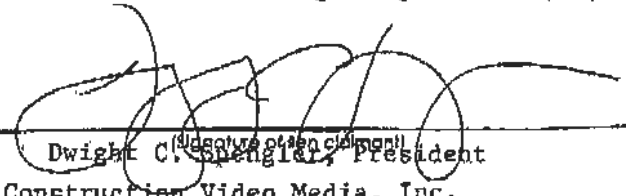
Construction
VIDEO

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VETERANS CONTRACTING INC.
to provide VIDEO SERVICES (other contracting party)
for the improvement to the property described as JOE STORM WIND IMPROVEMENTS
NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.


Dwight C. Spangola, President
Construction Video Media, Inc.
(Company Name)

Address: 111 E Newberry St.
Romeo, MI 48065

Signed on: 2/25/13
(Date)

Telephone: 586-752-2580

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

COUGAR CONTRACTING

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VERDETSURE CONTRACTING INC.
(other contracting party)
to provide SLAB SAWING SERVICES
for the improvement to the property described as 2012 Storm Water Improvements
NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Catherine A. Goettsche

(Signature of lien claimant)

CATHERINE A. GOETTSCHÉ

(Company Name)

CONTROLLER

Address:

COUGAR CONTRACTING INC.
29305 WALL STREET
WOXOM, MI 48393-3529

Signed on:

2-13-13

(Date)

Telephone:

248-348-8860

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

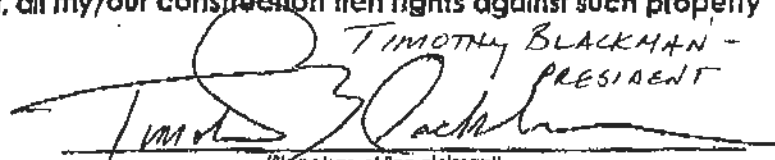
HANES

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VETERANS CONTRACTING, INC.
(Other contracting party)
to provide FABRIC MATERIALS & SEEDING
for the improvement to the property described as CITY OF NOVI 2012 STORM WATER
IMPROVEMENTS - NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

TIMOTHY BLACKMAN - PRESIDENT

(Signature of lien claimant)

HANES GEO COMPONENTS
(Company Name)

Address: 500 N. MCLEN CREEK ROAD
P.O. BOX 457
CONOVER, N.C. 28613

Telephone: (828) 466-8329

Signed on: 12/31/12
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnish was actually made to the person giving the waiver.

NR Supply

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with *VETERANS CONTRACTING-INC.*
(other contracting party)
to provide *PIPE & FITTINGS*
for the improvement to the property described as *CITY OF NOVI 2012 STORMWATER IMPROVEMENTS - NOVI, MI*

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

KATHY ANDERSON - CONTROLLER

Kathy Anderson
(signature of lien claimant)

NR Supply Waterwork
(Company Name)

Address: *P.O. Box 91036*

Chicago IL 60693

Signed on:

Telephone: *820-893-9150 x 201*

12-13-12
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

Attn: Carol Riley

HESCO

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VERDETERAK CONTRACTING INC.
(other contracting party)
to provide GATE & FITTINGS
for the improvement to the property described as CITY OF NOVI 2012 STORM WATER
IMPROVEMENTS - NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

DEANNA LIVINGSTON - VICE PRESIDENT

Deanna Livingston

(Signature of lien claimant)

HESCO, Inc

(Company Name)

Address: 28838 Van Dyke Ave

Warren, MI ~~48045~~

48093

Telephone: 586-978-7200

Signed on:

12/11/12

(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

Hard Copy in the Mail

Jensen Bridge

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with NEOMETEORUS CONTRACTING INC.
(other contracting party)
to provide CULVERT & GRADING
for the improvement to the property described as 2012 NOVI STORM WATER IMPROVEMENT
NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

MARCIE WALLICE - CONTROLLER

Marcie Wallice
(Signature of lien claimant)

Jensen Bridge and Supply
(Company Name)

Address: 400 Stoney Creek Dr
Sandusky MI 48471

Telephone: 810 644 3000

Signed on: 12.4-12
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

Lou's

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VERDETEAR CONTRACTING, INC.
(other contracting party)
to provide TRACKING SERVICES
for the improvement to the property described as CITY OF NOVI 2012 STORMWATER
IMPROVEMENTS - NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

ANNA PAGAR - CONTROLLER

Anna Pagar
(Signature of Lien claimant)

Lou's Transport
(Company Name)

Address: 1790 S Highwood
Fontana, MI 48340

Telephone: 248-648-7537

Signed on: 12/10/12
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

NISWANDER

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with NISWANDER CONSTRUCTION INC
(other contracting party)
to provide PHRAG MITES Chemical Control Service Fall 2012
for the improvement to the property described as 2012 NOVI STORMWATER IMPROVEMENTS
NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

ANGELA NISWANDER - VICE PRESIDENT

Angela C. Niswander
(Signature of lien claimant)

Niswander Environmental, LLC
(Company Name)

Address: 10524 E. Grand River Ave.
Suite 103
Brighton, MI 48114

Telephone: 810-225-0539

Signed on: 12/6/12
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

Superior
Materials

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VERDETERRES CONTRACTING INC.
(other contracting party)
to provide CONCRETE MATERIALS
for the Improvement to the property described as 2012 NOVI STORM WATER IMPROVEMENT
NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

HERESA RUSSELL - AGENT

Theresa Russell (Agent)
(Signature of lien claimant)

Superior Materials LLC
(Company Name)

Address: PO Box 2900
Farmington Hills, MI 48333

Telephone: (248) 788-8000

Signed on:

12/7/12
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

TKMS

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VEDDEBERG CONTRACTING INC.
(other contracting party)
to provide TECHNICAL SERVICES
for the improvement to the property described as 2012 NOVI STORM WATER IMPROVEMENTS
NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

ANNA PAGAC - CONTROLLER

Anna Pagac
(signature of lien claimant)

TKMS
(Company Name)

Address: 1780E. Highway
Pontiac, MI 48346

Telephone: 248-648-7537

Signed on: 12/6/12
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

RELIABLE

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VERDETEAMS CONTRACTING, INC.
to provide LANDSCAPING SERVICES (other contracting party)

for the improvement to the property described as CITY OF NOVI 2012 STORMWATER IMPROVEMENTS - NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Michelle Klevring
(Signature of lien claimant)

RELIABLE LANDSCAPING, INC.
(Company Name)

Address: 8285 Lilley
CANTON, MI 48187

Telephone: 734 455-3220
MICHELLE KLEVERING - OFFICE
MANAGER

Signed on: 12-10-12
(Date)

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

INSTRUCTIONS:

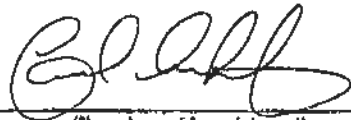
1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VEDETERRA CONTRACTING INC.
(other contracting party)
to provide CONCRETE SERVICES
for the improvement to the property described as CITY OF NOVI 2012 STREETWORK
IMPROVEMENTS - NOVI, MI.

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.



(Signature of lien claimant)

Gm & Sons, Inc.
(Company Name)

Address: 6784 Whitmore Lake Rd.
Whitmore Lake, MI 48189

Telephone: 734-929-1259

KARL SCHWEITZER - MANAGER

Signed on: 12/10/12
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

Etna

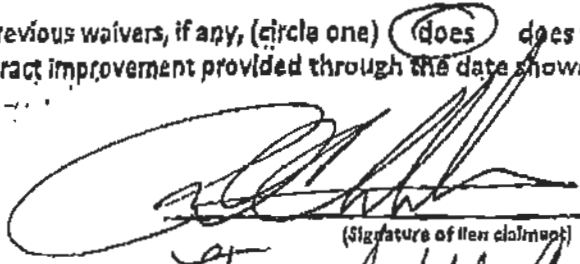
PARTIAL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

I/we have a contract with VANDERBEEK CONSTRUCTION INC.
to provide PIPE & FITTINGS
for the improvement to the property described as 2012 STORM WATER IMPROVEMENTS
Novi, MI

(Use attachment if needed)

and hereby waive my/our construction lien to the amount of \$ 1703.42
for labor/materials provided through 12-1-12

This waiver, together with all previous waivers, if any, (circle one) (does) does not cover all amounts due me/us for contract improvement provided through the date shown above.

 (Signature of lien claimant) (V)

Etna Supply Company
(Company Name)
Address: 529 32nd St
Grand Rapids MI

Signed on: 2-20-13
(Date)

Telephone: 616 5145183
R. DEAN CHILDERS - CREDIT
MANAGER

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

Timmer
Const.

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VEDDERSCHE CONTRACTING INC.
(other contracting party)
to provide STRUCTURES SUB Labor + Material
for the improvement to the property described as 2012 NOVI STORM WATER IMPROVEMENTS
NOVI, MI

ICC job # 2012-012

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Nannette Eogil Bookkeeper
(Signature of lien claimant)

Timmer Construction Co
(Company Name)

Address: 30670 W. 9 Mile Rd.
Farmington Hills, MI 48334

Telephone: (248) 478-9400

NANNETTE EOGIL - BOOKKEEPER

Signed on: 12/3/2012
(Date)

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

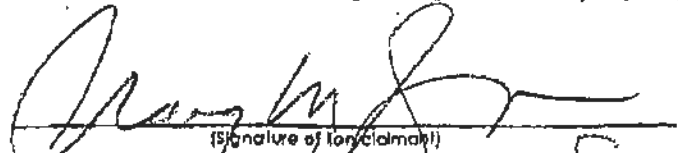
NORTHERN HARDSCAPE

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VISUDETERRA CONTRACTING INC.
(other controlling party)
to provide FIELDSTONE MATERIALS
for the improvement to the property described as CITY OF NOVI 2012 STREET LIGHTING
IMPROVEMENTS - NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.


(Signature of Lien Claimant)

NORTHERN HARDSCAPE SUPPLY
(Company Name)

Address: 42687 STEEPVIEW LN
NORTHVILLE, MI 48168

Signed on:
12-11-12
(Date)

Telephone: 734-420-2210
CRAIG M. SWOISH - OWNER

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

NATIVESCAPE

FULL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

My/our contract with VERDEBERG CONTRACTING, INC.
(other contracting party)
to provide LANDSCAPE IMPROVEMENTS
for the improvement to the property described as 2012 STEPHEN WATSON EMBROIDERISTS
CITY OF NOVI, MI

(Use attachment if needed)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Chris Lehr

(Signature of lien claimant)

NATIVESCAPE LLC

(Company Name)

Address: 10380 CLINTON

MANCHESTER, MI

48158

Signed on:

2-26-13

(Date)

Telephone: 517-456-9696

CHRIS LEHR - PRESIDENT/OWNER

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.

MARK

PARTIAL UNCONDITIONAL WAIVER
(Under the Construction Lien Act of 1980)

I/we have a contract with VEEDETERRE CONTRACTING, INC.

to provide CATCH BASINS - MANHOLES & FITTINGS

for the improvement to the property described as CITY OF NOVI - 2012 STORM WATER
WHITE PINES DRIVE, NOVI, MI

(Use attachment if needed)

and hereby waive my/our construction lien to the amount of \$ 1255.04

for labor/materials provided through 8-9-12

This waiver, together with all previous waivers, if any, (circle one) does does not cover all amounts due me/us for contract improvement provided through the date shown above.

[Signature]
(Signature of lien claimant)

Mack Industries Inc
(Company Name)

Address: 1321 Industrial Pkwy N. # 500

PO Box 1409

Brunswick, OH 44212

Signed on: October 16, 2012
(Date)

Telephone: 330-460-7008

DAVE NAFTZGER - CREDIT MANAGER

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

INSTRUCTIONS:

1. Any waiver of construction lien rights in advance of work performed is invalid.
2. A waiver of construction lien rights is valid only to the extent that payment for labor and material furnished was actually made to the person giving the waiver.



**Liberty
Mutual**
SURETY

The Ohio Casualty Insurance Company

RIDER CHANGING AMOUNT OF BOND

WHEREAS, on or about June 12, 2012 The Ohio Casualty Insurance Company
as Surety, (hereinafter called the Surety) issued its Bond No. 601031876
on behalf of Verdeterre Contracting, Inc., as Principal in favor
of City of Novi, Michigan, as Obligee, in the amount of
Five hundred thirty seven thousand one hundred ninety seven dollars and 00/100

Dollars \$ 537,197.00 and WHEREAS, it is the desire of the parties to said Bond that the amount thereof shall
be increased or decreased as hereinafter provided;
NOW, THEREFORE, it is hereby stipulated and agreed that, with respect to any loss or losses sustained through acts or
omissions occurring on or after July 23, 2013 the amount originally stated
in said Bond (or the amount to which said original amount may have been subsequently changed by rider) is hereby changed to
Five hundred sixty six thousand five hundred sixty nine dollars and 00/100

Dollars \$ 566,569.00

Provided, however, (1) that the liability of the Surety for any loss sustained through acts or omissions occurring in any period during which the coverage shall have been in the same amount shall be limited to the amount of coverage in force at the time such acts or omissions occur; and provided further that the aggregate liability of the Surety for any and all losses sustained through acts or omissions occurring during the life of said bond, irrespective of the number of changes made in the amount thereof, shall not be cumulative as to periods during which the coverage was in different amounts, and shall not in any event exceed the largest amount of said bond at any one time; (2) if the attached bond contains a provision limiting the time for discovery of loss after the cancellation of the bond, and if this rider decreases the amount of said bond, the amount by which the coverage is decreased shall be considered as having been canceled as of the effective date of such decrease for the purpose of computing the period allowed for the discovery of loss.

Signed, Sealed and Dated: July 23, 2013

Verdeterre Contracting, Inc.

By: [Signature]
Chris Brown, President

The Ohio Casualty Insurance Company

By: [Signature]
Sandra Wonderly Attorney-In-Fact

Agreed to and accepted by:
City of Novi, Michigan

By: _____

Rider Changing Amount of Bond (Not to be used with Fidelity or Blanket Bonds)

Principal: Verdeterre Contracting, Inc.

POWER OF ATTORNEY

Agency Name: Autumn Associates

THE OHIO CASUALTY INSURANCE COMPANY

Obligee: City of Novi, Michigan

Agent Code: 210023

Bond Number:

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Curtis S. Rager, Sandra Wonderly, Chris Namyslowski of FARMINGTN HLS, Michigan its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012.



Gregory W. Davenport Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

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 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, bond, 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.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the 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.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 23 day of July 2013



David M. Carey Assistant Secretary