



CITY of NOVI CITY COUNCIL

**Agenda Item E
February 8, 2015**

SUBJECT: Approval of the final payment to Culy Contracting, Inc. for the 2015 Sanitary Sewer Manhole Rehabilitation project in the amount of \$21,824.49, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC RA*

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 21,824.49
AMOUNT BUDGETED	\$ 507,538.00
LINE ITEM NUMBER	592-592.00-936.500

BACKGROUND INFORMATION:

This project included the rehabilitation of approximately 130 sanitary sewer manholes in the following subdivisions: North Hills, Timber Ridge, Westridge Downs and Orchard Ridge. This project is part of an ongoing Capacity Management, Operations and Maintenance (CMOM) program to actively maintain the sanitary sewer collection system to reduce system failures and eliminate infiltration and inflow into the collection system. The rehabilitation of the manholes involved rebuilding the upper portion of the manhole and sealing the manholes with an external shroud to prevent inflow and infiltration from entering the manhole, or sealing the entire manhole with cementitious spray material applied on the entire interior surface of the manhole.

The construction contract was awarded for this project at the January 26, 2015 City Council meeting to Culy Contracting, Inc., in the amount of \$228,390.00.

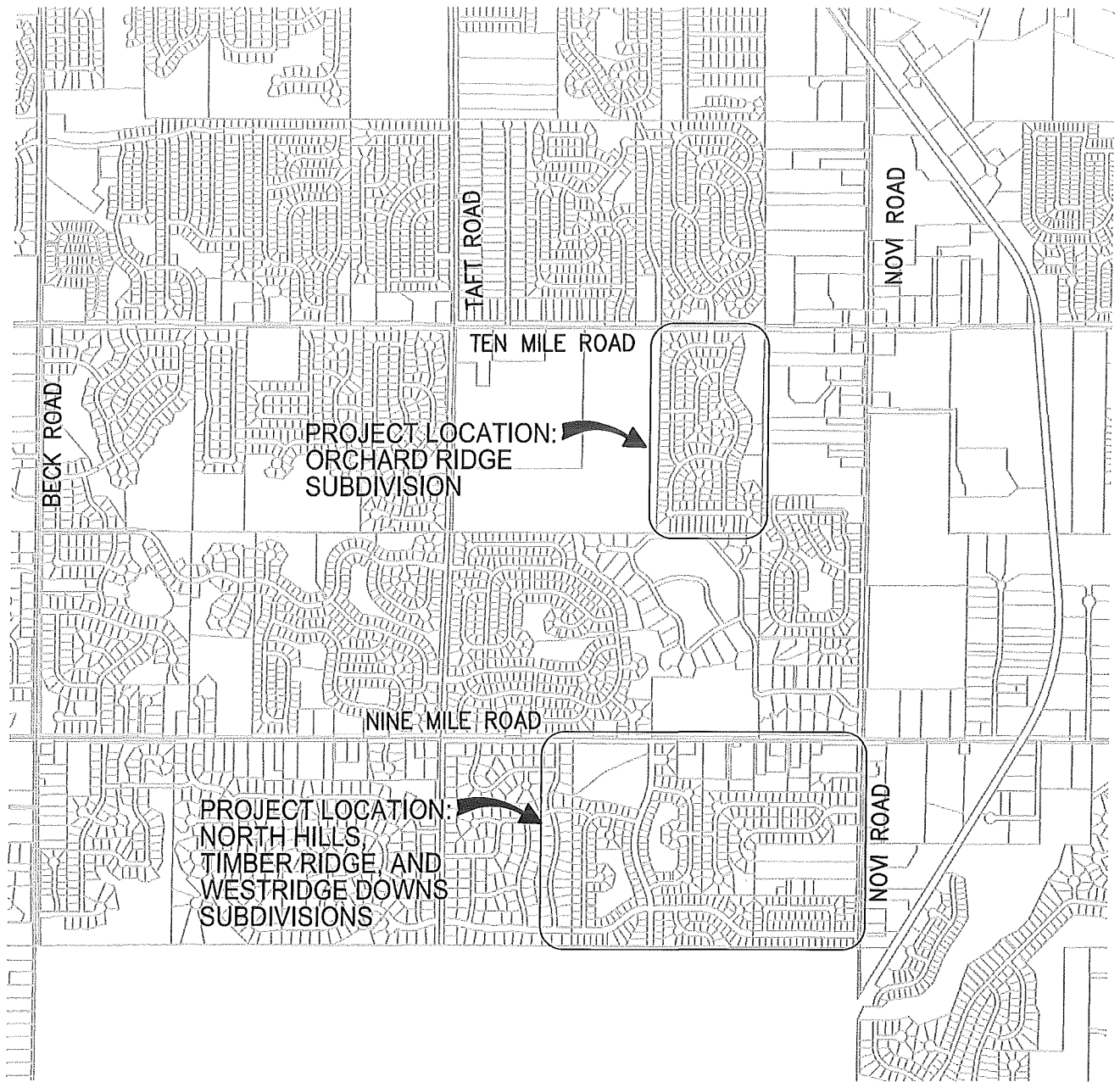
Engineering staff worked with the engineering consultant for this project, Spalding DeDecker & Associates, Inc. to review and verify the final contract payment amount of \$21,824.49 that is due the contractor (Final Pay Estimate No. 2, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's January 25, 2016 letter, attached).

There was one (1) approved change order issued for this project resulting in a decrease of \$2,150.67 to the construction contract, or 0.94% under the awarded amount. The approved change orders resulted in a final contract price of \$226,239.33.

RECOMMENDED ACTION: Approval of the final payment to Culy Contracting, Inc. for the 2015 Sanitary Sewer Manhole Rehabilitation project in the amount of \$21,824.49, plus interest earned on retainage.

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

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



Spalding DeDecker
Associates, Inc.



SPALDING DeDECKER
ASSOCIATES, INC.
ENGINEERS SURVEYORS
905 SOUTH BLVD. EAST
ROCHESTER HILLS, MI 48307
PH: (248) 844-5400 FAX: (248) 844-5404
www.sda-eng.com

DRAWN: B. ALLEN	DATE: 08/22/14
CHECKED: T. REYNOLDS	DATE: 8/22/14
MANAGER: D. RICHMOND	SCALE: 1" = 2000'
JOB No. NV14-003	SHEET: 1 OF 3
SECTION 27 & 34 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 25, 2016

Aaron Staup, Engineering Coordinator
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: 2015 Sanitary Manhole Rehabilitation– Culy Contracting
Closing Documents**

Dear Mr. Staup:

We have received and reviewed closing documents for the 2015 Sanitary Manhole Rehabilitation Project:

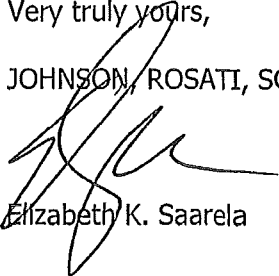
1. Application for Final Payment
2. Contractor's Sworn Statement
3. Consent of Surety
4. Waivers of Lien

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. The existing Maintenance Bond amount is adequate for the final project cost. The General Contractor has provided its final waiver of lien.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

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


Elizabeth K. Saarela

Aaron Staup, Construction Engineering Coordinator
January 25, 2016
Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Rob Hayes, Public Services Director (w/Enclosures)
Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
John Becht, Spalding DeDecker (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI

Balance Due This Payment = \$ 21,824.49

PURCHASE ORDER NO.

94433

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2015 Sanitary Manhole Rehab	NOVI PROJECT NO.: 15-1201	PAYMENT NO.: FINAL
OWNER: City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER: Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR: Culy Contracting, Inc. 5 Industrial Park Drive Winchester, Indiana 47394 (765) 584-8509
CONTRACT AMOUNT	FINAL COMPLETION DATES	DATES OF ESTIMATE
ORIGINAL: \$228,390.00	ORIGINAL: April 15, 2015	FROM: June 1, 2015
REVISED: \$226,239.33	REVISED: June 24, 2015	TO: November 1, 2015
ACTUAL:	ACTUAL: June 24, 2015	

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	Constr. Inspection "Crew Day"	CD	35.00	\$ 640.00	\$ 22,400.00	35.00	\$ 640.00	\$ 22,400.00				40.00	\$ 25,600.00	114%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	\$ 6,000.00				1.00	\$ 6,000.00	100%
2	Pre-Construction Audio/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	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
4	Maintaining Traffic	LS	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
5	Driveway, Nonreinf Conc, 6", R/R	SF	1300.00	\$ 10.00	\$ 13,000.00	1808.75	\$ 10.00	\$ 18,087.50	508.75	\$ 5,087.50	28%	1808.75	\$ 18,087.50	100%
6	Sidewalk, Conc, 4", R/R	SF	225.00	\$ 10.00	\$ 2,250.00	611.75	\$ 10.00	\$ 6,117.50	386.75	\$ 3,867.50	63%	611.75	\$ 6,117.50	100%
7	Pvmt Panel Replace, Conc, R/R	SF	300.00	\$ 15.00	\$ 4,500.00	50.00	\$ 15.00	\$ 750.00				50.00	\$ 750.00	100%
8	Str Rehab Type 1: Point-Up	EA	35.00	\$ 300.00	\$ 10,500.00	31.00	\$ 300.00	\$ 9,300.00				31.00	\$ 9,300.00	100%
9	Str Rehab Type 2: Cover Adjust	EA	29.00	\$ 450.00	\$ 13,050.00	30.00	\$ 450.00	\$ 13,500.00	1.00	\$ 450.00	3%	30.00	\$ 13,500.00	100%
10	Sanitary Structure Cover	EA	18.00	\$ 400.00	\$ 7,200.00	15.00	\$ 400.00	\$ 6,000.00				15.00	\$ 6,000.00	100%
11	MH Encapsulation System	EA	122.00	\$ 500.00	\$ 61,000.00	124.00	\$ 500.00	\$ 62,000.00	2.00	\$ 1,000.00	2%	124.00	\$ 62,000.00	100%
12	Wall Sealant	VF	742.00	\$ 145.00	\$ 107,590.00	697.82	\$ 145.00	\$ 101,184.33				697.82	\$ 101,184.33	100%
13	Restoration	LS	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%

TOTAL THIS SHEET \$ 228,390.00 \$ 226,239.33 \$ 10,405.00 \$ 226,239.33 100%



CITY OF NOVI

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

APPLICATION FOR FINAL PAYMENT

PROJECT: 2015 Sanitary Manhole Rehab

NOVI PROJECT NO.: 15-1201

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					
			Division	GL#	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
14			0	0	0.00	\$ -	\$ -				0.00	\$ -	
15			0	0	0.00	\$ -	\$ -				0.00	\$ -	
16			0	0	0.00	\$ -	\$ -				0.00	\$ -	
17			0	0	0.00	\$ -	\$ -				0.00	\$ -	
18			0	0	0.00	\$ -	\$ -				0.00	\$ -	
19			0	0	0.00	\$ -	\$ -				0.00	\$ -	
20			0	0	0.00	\$ -	\$ -				0.00	\$ -	
21			0	0	0.00	\$ -	\$ -				0.00	\$ -	
22			0	0	0.00	\$ -	\$ -				0.00	\$ -	
23			0	0	0.00	\$ -	\$ -				0.00	\$ -	
24			0	0	0.00	\$ -	\$ -				0.00	\$ -	
25			0	0	0.00	\$ -	\$ -				0.00	\$ -	
26			0	0	0.00	\$ -	\$ -				0.00	\$ -	
27			0	0	0.00	\$ -	\$ -				0.00	\$ -	
28			0	0	0.00	\$ -	\$ -				0.00	\$ -	
29			0	0	0.00	\$ -	\$ -				0.00	\$ -	
30			0	0	0.00	\$ -	\$ -				0.00	\$ -	
31			0	0	0.00	\$ -	\$ -				0.00	\$ -	
32			0	0	0.00	\$ -	\$ -				0.00	\$ -	
33			0	0	0.00	\$ -	\$ -				0.00	\$ -	
34			0	0	0.00	\$ -	\$ -				0.00	\$ -	
35			0	0	0.00	\$ -	\$ -				0.00	\$ -	
36			0	0	0.00	\$ -	\$ -				0.00	\$ -	
37			0	0	0.00	\$ -	\$ -				0.00	\$ -	
38			0	0	0.00	\$ -	\$ -				0.00	\$ -	
39			0	0	0.00	\$ -	\$ -				0.00	\$ -	
40			0	0	0.00	\$ -	\$ -				0.00	\$ -	
41			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET						\$ -	\$ -		\$ -			\$ -	
TOTAL FROM OTHER SHEETS				\$ 228,390.00		\$ 226,239.33			\$ 10,405.00			\$ 226,239.33	
GRAND TOTAL				\$ 228,390.00		\$ 226,239.33			\$ 10,405.00			\$ 226,239.33	100%



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: 2015 Sanitary Manhole Rehab

NOVI PROJECT NO.: 15-1201

PAYMENT NO.: 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. Staup, Construction Engineering Coordinator

Dated:

Culy Contracting, Inc.
Contractor Company

Date: 12/18/2015

Contractor Authorized Signature

By: Doreen M. Culy, President
Print Name

[Handwritten signature]

By: Brian Coburn, PE., Engineering Senior Manager

Dated:

Spalding DeDecker & Associates
Consultant Firm

Date: 01/06/2016

Consultant Authorized Signature

By: John E. Becht
Print Name

[Handwritten signature]

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.



BOND NUMBER 69C005076

**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; 45175 W. Ten Mile Road, Novi MI 48375 ARCHITECT'S PROJECT NO.:

PROJECT: 2015 Sanitary Sewer Manhole Rehabilitaton CONTRACT DATED: March 23, 2015

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
62 Maple Avenue, Keene, New Hampshire 03431

, SURETY,

on bond of
(Insert name and address of Contractor)
Culy Contracting, Inc
5 Industrial Park Dr.
Winchester IN 47394

, 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 W. 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 4, 2015
(Insert in writing the month followed by the numeric date and year.)

The Ohio Casualty Insurance Company
(Surety)
Jennifer Hammond
(Signature of authorized representative)

Attest:

Jennifer Hammond; Attorney-in-Fact
(Printed name and title)

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: 69C005076

Principal: Culy Contracting, Inc

Agency Name: SOMEDAY IS TODAY, LLC

Obligee: City of Novi; 45175 W. Ten Mile Road, Novi MI 48375

Agent Code: 133925

Know All Men by These Presents: That The Ohio Casualty Insurance Company, 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: Jennifer Hammond, Anson Thompson, Dakota D. Crabtree, Wayne L. Thompson of Parker City, Indiana 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, New Hampshire, 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 18th day of November, 2013.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, 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 Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

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 4th day of December, 2015.



Gregory W. Davenport, 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 Indiana

COUNTY OF Randolph

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

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

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

2015 Sanitary Sewer Rehabilitation
(Description of Improvement)

located at: City of Novi

The total amount of the contract is \$212,634.34 of which I have received payment of \$201,214.84 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 11th day of January, 2016

Company: Culy Contracting, Inc.

Name:

Name Printed: Doreen M. Culy

Title: President

Subscribed and sworn to before me this 11th day of January, 2016

Notary Public:



STEPHEN HINKLE, Notary Public
Randolph County, State of Indiana
My Commission Expires December 9, 2022

Schedule B – Contractors Sworn Statement

<u>NAME</u>	<u>CATEGORY</u>	<u>CONTRACT</u>	<u>AMT. PAID</u>	<u>BALANCE DUE</u>
Utility Supply	Supplier	\$9,946.98	\$9,946.98	\$0.00

Final Waiver & Release of Liens

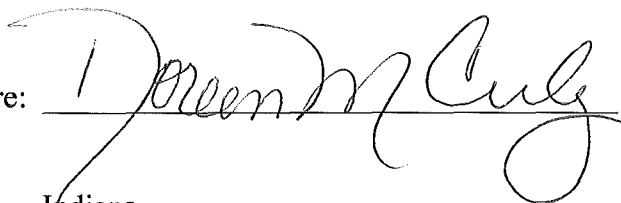
Subject to receipt of Final Payment Culy Contracting, Inc., having a contract with City of Novi, Michigan for the work of project: 2015 Sanitary Sewer Manhole Rehabilitation, in the amount of \$212,634.34, whereof the City of Novi, MI is the Owner, and Culy Contracting, Inc. is the Contractor and has performed work and provided labor, services, materials, fixtures or apparatus especially for the project, that there are no outstanding claims for the above mentioned items, and that there are no existing liens, claims or potential claims which may, or could become liens.

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on behalf of the Contractor; that Contractor has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner; that Contractor has paid for all the labor, materials, equipment and services that has been used or supplied to the Premises.

Contractor further agrees and does hold harmless, reimburse fully indemnify Owner for any losses or expenses, including attorney's fees, should any such lien, claim or right to a lien be asserted.

I, Doreen M. Culy being President of Culy Contracting, Inc., P.O. Box 29, 5 Industrial Park Drive – Winchester, IN 47394 do hereby acknowledge the foregoing in full and certify that this is a true and accurate statement.

Signature: _____



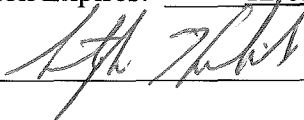
State of: Indiana

County of: Randolph

Subscribed & sworn to before me this 6th day of October, 20 15.

My Commission Expires: 12/09/2022

Signature: _____



Printed Name: Stephen Hinkle



STEPHEN HINKLE, Notary Public
Randolph County, State of Indiana
My Commission Expires December 9, 2022

Affidavit & Conditional Waiver & Release of Liens

Utility Supply Company having supplied material to Culy Contracting, Inc. for the work of project: 2015 Sanitary Sewer Manhole Rehabilitation City of Novi, MI. was the owner, has performed work and/or furnished materials, equipment and/or machinery or has fabricated materials especially for the project.

In receipt of a check in the amount of \$9,946.98 Utility Supply Company waives and releases all rights to liens and claims against the owner on account of work performed or for materials, equipment and/or machinery, or for especially fabricated materials for the project, furnished to the owner to the extent of the payment received.

I, Syrene M Beard being Controller of Utility Supply Company do hereby acknowledge the foregoing in full and certify that this is a true and accurate statement.

Signature:

State of: Indiana

Subscribed & sworn to before me this 3rd

County of: Johnson

day of December, 2015.

Notary Public David Douglas Gardner

