



CITY of NOVI CITY COUNCIL

**Agenda Item F
February 17, 2009**

SUBJECT: Approval of the final balancing change order and final payment to D & M Contracting, Inc. for the Eleven Mile/Delwal Water Main project in the amount of \$38,781.76.

SUBMITTING DEPARTMENT: Engineering *Rm*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The city's consulting engineer for this project (Spalding DeDecker & Associates) administered the construction contract for the extension of water main along Eleven Mile Road to the Field Services Complex on Delwal Drive in 2008. This project provides a looped connection to the Delwal facility, thus helping to ensure water reliability in this area as well as extending service further west on Eleven Mile, as depicted on the attached map.

SDA has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, D&M Contracting, Inc. (SDA's January 30, 2009 Final Pay Estimate No. 2, and Final Balancing Change Order No. 1, attached).

According to SDA, the water main installation work performed by the contractor is in substantial compliance with the plans and specifications, and final payment in the amount of \$38,781.76 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's February 5, 2009 letter, attached).

The original contract was approved at the May 12, 2008 City Council meeting in the amount of \$239,711.44. The final payment brings the total in construction expenditures on this project to \$230,723.53.

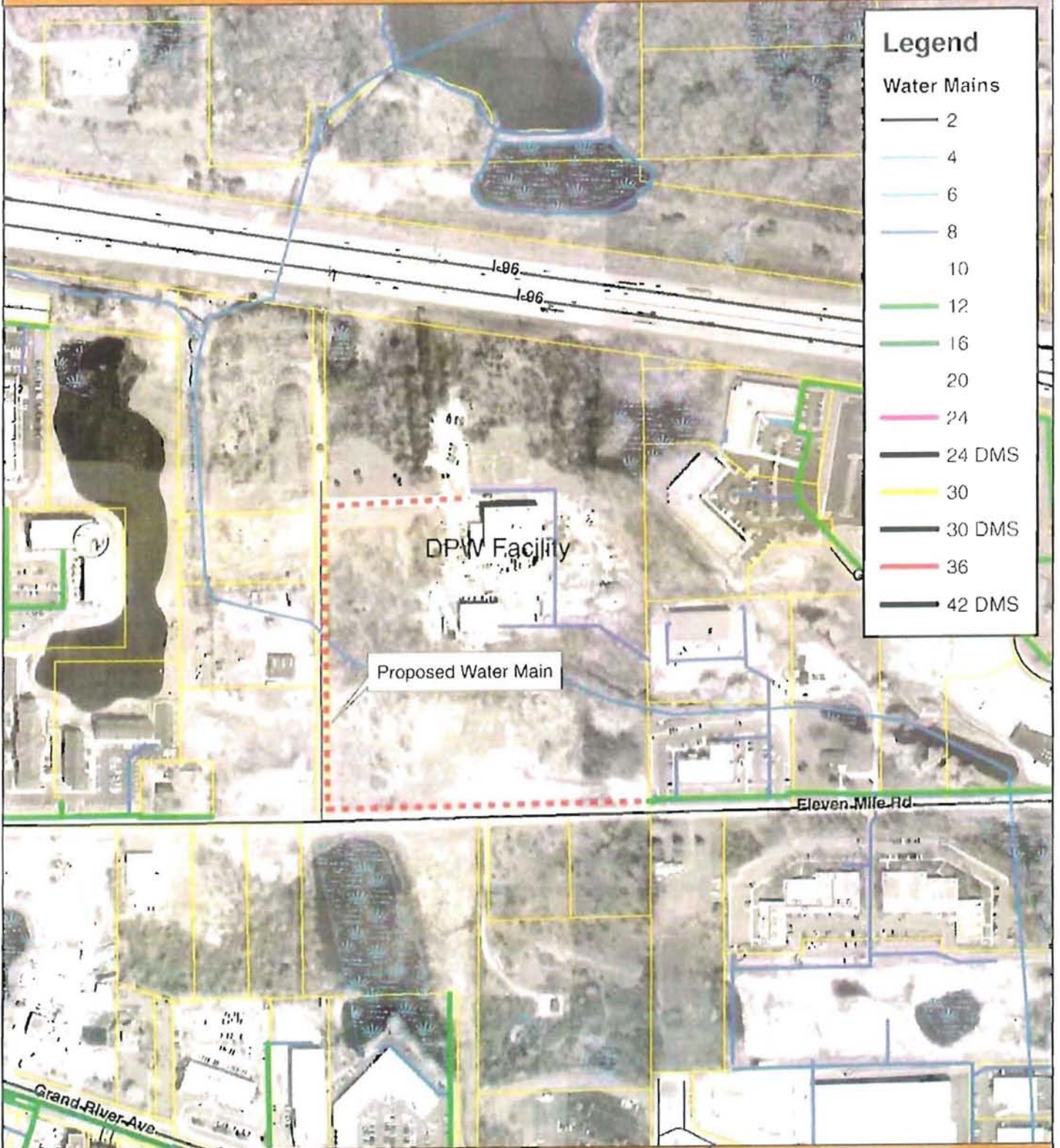
RECOMMENDED ACTION: Approval of the final balancing change order and final payment to D & M Contracting, Inc. for the Eleven Mile/Delwal Water Main project in the amount of \$38,781.76.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

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

LOCATION MAP

Eleven Mile/Delwal Water Main Extension



CITY OF NOVI

ENGINEERING DIVISION

4075 W. TEN MILE ROAD

NOVI, MI 48275-1094

(248) 467-0800

WWW.CITYOFNOVI.COM



1" = 100' HORIZONTAL AND VERTICAL

NOV 15 2011 10:47 AM

THE INFORMATION NOTICE

This document contains information that is confidential to the City of Novi. It is intended for the use of the City of Novi and its employees. It is not to be distributed outside the City of Novi. If you are not an employee of the City of Novi, you should not disseminate this information. If you are an employee of the City of Novi, you should not disseminate this information to anyone outside the City of Novi. If you have any questions regarding this information, please contact the City of Novi at (248) 467-0800.

CITY OF NOVI
11 MILE ROAD / DELWAL DRIVE WATER MAIN
SDA Job No. : NV07-024

ENGINEER'S PAYMENT CERTIFICATE No. 2 - FINAL
 OF WORK PERFORMED THROUGH DECEMBER 31, 2008

CONTRACTOR:
 D & M Contracting, Inc.
 12501 23 Mile Road
 Shelby Twp., MI 48315
 Phone: (586) 726-6390
 Fax: (586) 726-6391

Original Contract Amount: \$239,711.44 - Adjusted Contract Amount: \$230,723.53
 Original Completion Date: August 21, 2008 - Adjusted Completion date: N/A

ITEM No.	DESCRIPTION	CONT. QTY	UNIT	PREVIOUS QTY EARNED	QTY. THIS PERIOD	TOTAL QTY. TO DATE	UNIT PRICE	PREVIOUS AMT. EARNED	EARNED THIS PERIOD	TOTAL EARNED AMT. TO DATE	CONTRACT AMOUNT
SECTION 1 - GENERAL											
1	Bonds, Insurance, & Initial Setup Expense (3% Max)	1	LS	1		1	\$ 4,950.00	\$ 4,950.00	\$ -	\$ 4,950.00	\$ 4,950.00
2	Audio/Visual (DVD) Coverage	1	LS	1		1	\$ 1,870.00	\$ 1,870.00	\$ -	\$ 1,870.00	\$ 1,870.00
3	Soil Erosion & Sedimentation Control	1	LS	0.75	0.25	1	\$ 2,000.00	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
4	Seeding Mulching	3,590	SY		3590	3590	\$ 3.00	\$ -	\$ 10,770.00	\$ 10,770.00	\$ 10,770.00
5	Clearing / Grubbing	22.12	STA	22.12		22.12	\$ 74.50	\$ 1,647.94	\$ -	\$ 1,647.94	\$ 1,647.94
6	Trees, 8" to 18", Rem.	3	EA	3		3	\$ 220.20	\$ 660.60	\$ -	\$ 660.60	\$ 660.60
7	Special Backfill (MDOT Class II)	67	LF	67		67	\$ 12.70	\$ 850.90	\$ -	\$ 850.90	\$ 850.90
8	Water Main, CL-54 D.I., 8"	431	LF	427		427	\$ 38.00	\$ 16,226.00	\$ -	\$ 16,226.00	\$ 16,378.00
9	Water Main, CL-54 D.I., 12"	1,872	LF	1724		1724	\$ 55.00	\$ 94,820.00	\$ -	\$ 94,820.00	\$ 102,960.00
10	Water Main, CL-54 D.I., 16"	20	LF	20		20	\$ 72.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 1,440.00
11	Water Main, HDPE SDR-11, 16", (Directional Drill)	170	LF	170		170	\$ 105.00	\$ 17,850.00	\$ -	\$ 17,850.00	\$ 17,850.00
12	Hydrant Connection	8	EA	8		8	\$ 3,250.00	\$ 26,000.00	\$ -	\$ 26,000.00	\$ 26,000.00
13	Gate Valve and Well, 12"	5	EA	5		5	\$ 3,600.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 18,000.00
14	Gate Valve and Well, 8"	3	EA	3		3	\$ 2,300.00	\$ 6,900.00	\$ -	\$ 6,900.00	\$ 6,900.00
15	Tunnel-Pipe Jacked into Place w/ 24" Dia. Casing Pipe	126	LF				\$ 134.00	\$ -	\$ -	\$ -	\$ 16,884.00
16	Tunnel-Pipe Jacked into Place w/ 18" Dia. Casing Pipe	66	LF	66		66	\$ 125.00	\$ 8,250.00	\$ -	\$ 8,250.00	\$ 8,250.00
17	Bituminous Pavement, Remove and Replace	22	SY		22	22	\$ 50.00	\$ -	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
18	Mechanical - Joint Adapter	2	EA	2		2	\$ 600.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00
SECTION 2 - CHANGE ORDER No. 1											
6-1	Trees, 8" to 18", Rem.	2	EA	2		2	\$ 220.20	\$ 440.40	\$ -	\$ 440.40	\$ 440.40
7-1	Special Backfill (MDOT Class II)	45	LF	45		45	\$ 12.70	\$ 571.50	\$ -	\$ 571.50	\$ 571.50
8-1	Water Main, CL-54 D.I., 8"	-4	LF				\$ 38.00	\$ -	\$ -	\$ -	\$ (152.00)
9-1	Water Main, CL-54 D.I., 12"	-148	LF				\$ 55.00	\$ -	\$ -	\$ -	\$ (8,140.00)
15-1	Tunnel-Pipe Jacked into Place w/ 24" Dia. Casing Pipe	-126	LF				\$ 134.00	\$ -	\$ -	\$ -	\$ (16,884.00)
16-1	Tunnel-Pipe Jacked into Place w/ 18" Dia. Casing Pipe	6	LF	6		6	\$ 125.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00
17-1	Bituminous Pavement, Remove and Replace	40	SY		40	40	\$ 50.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
19-1	Hydrant Extensions	1	LS		1	1	\$ 2,300.00	\$ -	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
20-1	Field Changes	1	LS		1	1	\$ 10,126.19	\$ -	\$ 10,126.19	\$ 10,126.19	\$ 10,126.19
TOTALS								\$ 203,927.34	\$ 26,796.19	\$ 230,723.53	\$ 230,723.53
								LESS RETAINAGE	(Not to exceed):	\$ 11,985.57	
								TOTAL AMOUNT RECOMMENDED:		\$ 230,723.53	
								LESS PREVIOUS AMOUNT RECOMMENDED:		\$ 191,941.77	
								NET THIS CERTIFICATE:		\$ 38,781.76	

SPALDING DeDECKER ASSOCIATES, INC.
905 SOUTH BOULEVARD EAST
ROCHESTER HILLS, MI 48307

WE HEREBY CERTIFY THAT THIS AMOUNT
OF WORK HAS BEEN COMPLETED




TED MEADOWS, CONSTRUCTION MANAGER

DATE: 1/30/09

CITY OF NOVI
45175 W. TEN MILE ROAD
NOVI, MI 48375

APPROVED FOR PAYMENT:



ROB HAYES, PE, CITY OF NOVI ENGINEER

DATE: 2/5/09

D & M CONTRACTING, INC.
12501 23 MILE ROAD
SHELBY TWP., MI 48315

ACCEPTED FOR PAYMENT:



DINO POLSINELLI, CONTRACTOR

DATE: 1/30/09

CITY OF NOVI
11 MILE ROAD / DELWAL DRIVE WATER MAIN
PROJECT No. NV07-024
CONTRACT CHANGE ORDER No. 1 - BALANCING

Owner: City of Novi
45175 West Ten Mile Road
Novi, MI 48375
Phone: (248) 347-0454
Fax: (248) 735-5683

Contractor: D & M Contracting, Inc.
12501 23 Mile Road
Shelby Twp., MI 48315
Phone: (586) 726-6390
Fax: (586) 726-6391

Upon execution by the Owner's representative, the following changes in the Contract Documents will be authorized.

Item No.	Description of Changes	Quantity	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
6-1	Trees, 8" to 18", Rem.	2	EA	\$ 220.20		\$ 440.40
7-1	Special Backfill (MDOT Class II)	45	LF	\$ 12.70		\$ 571.50
8-1	Water Main, CL-54 D.I., 8"	-4	LF	\$ 38.00	\$ (152.00)	
9-1	Water Main, CL-54 D.I., 12"	-148	LF	\$ 55.00	\$ (8,140.00)	
15-1	Tunnel-Pipe Jacked into Place w/ 24" Dia. Casing Pi	-126	LF	\$ 134.00	\$ (16,884.00)	
16-1	Tunnel-Pipe Jacked into Place w/ 18" Dia. Casing Pi	6	LF	\$ 125.00		\$ 750.00
17-1	Bituminous Pavement, Remove and Replace	40	SY	\$ 50.00		\$ 2,000.00
19-1	Hydrant Extensions	1	LS	\$ 2,300.00		\$ 2,300.00
20-1	Field Changes	1	LS	\$ 10,126.19		\$ 10,126.19
Total Decrease / Increase in Contract Amount					\$ (25,176.00)	\$ 16,188.09
Net Decrease in Contract Amount						\$ (8,987.91)
Former Contract Amount						\$ 239,711.44
Adjusted Contract Amount to Date						\$ 230,723.53

The time provided for completion of the Contract is unchanged.

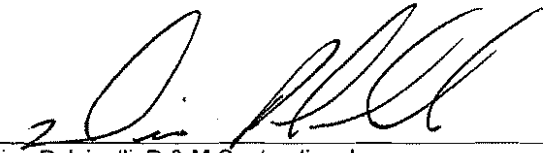
This document shall become an Amendment to the Contract and all provisions of the Contract will apply hereto.

Item No.	Justification
6-1	Removal of 2 additional trees to allow space for future meter pit.
7-1	Additional LF of Special Backfill for elimination of bore beneath DPW drive and change to open cut.
8-1	Net decrease in field measured 8" water main.
9-1	Net decrease in field measured 12" water main due to elimination of bore and jack under Delwal Drive.
15-1	Net decrease in field measured 24" bore and jack casing due to elimination of bore and jack under Delwal Drive.
16-1	Net increase in field measured 18" bore and jack casing due to extending bore under existing storm sewer.
17-1	Net increase in field measured remove and replace Bit. Pavement for change to open cut across DPW drive.
19-1	Net increase for installation of hydrant extensions.
20-1	Net increase for installation of open cut water main at DPW drive, excavation of unmarked private utilities and water main rerouting, and excavation of unmarked storm sewer.

Prepared by
Spalding DeDecker Associates, Inc.
1/30/2009

D & M Contracting, Inc.
12501 23 Mile Road
Shelby Twp., MI 48315

Accepted by
Contractor:

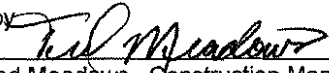


Dino Polsinelli, D & M Contracting, Inc.

Date: 1/30/09

Spalding DeDecker Associates, Inc.
905 South Boulevard East
Rochester Hills, MI 48307

Recommended by
Engineer:




Ted Meadows, Construction Manager

Date: 1/30/09

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

Approved by
Owner:



Rob Hayes, PE, City of Novi Engineer

Date: 4/5/09

February 5, 2009

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

Elizabeth M. Kudla
Director 248-539-2846
bkudla@secretwardle.com

**Re: Eleven Mile/Delwal Water Main
D & M Contracting, Inc. – Closing Documents
Our File No. 55142 NOV**

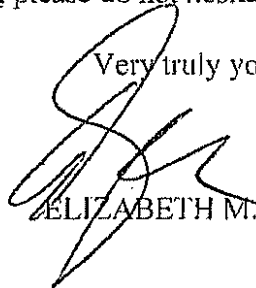
Dear Mr. Hayes:

We have received and reviewed a revised sworn statement and waivers of lien for the Eleven/Mile and Delwal Water Main Project. All issues set forth in our February 2, 2009 review report have been addressed. The following closing documents for the Eleven Mile/Delwal Water Main Contract are now in order subject to your approval of Change Order No.1 and Final Pay Estimate No. 2:

- Final Pay Estimate No. 2
- Change Order No. 1
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



ELIZABETH M. KUDLA

EMK
cc:

Maryanne Cornelius, Clerk
Aaron Staup, Construction Engineering Coordinator
Ted Meadows, Spalding DeDecker Associates, Inc.
Thomas R. Schultz, Esquire
Suzanne Moreno, Finance Department

C:\N\Portb\lmanage\BK\DL\AM\186830_2.DOC



cityofnovi.org

City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375-3024

(248) 347-0440
www.cityofnovi.org

Receipt: 000017352

01/26/09

PD BY TINA ZAMBITO
53390 SHEFFIELD
SHELBY TWP, MI 48315

The sum of: 54,587.96

D & M CONTRACTING INC

12501 23 MILE RD
UTICA MI 48315

MR	0800006959		4,587.96
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	4,587.96	
Total		4,587.96

TENDERED:	CHECKS	7689	4,587.96
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Attn: Ted Meadows
810-534-1402

Signed: _____

27604-2008

FULL UNCONDITIONAL WAIVER

My/our contract with D & M Contracting
(Other Contracting Party)

to provide

Asphalt Patching Per Invoice No. 14740

for the improvement of the property described as

11 Mile Road Cut Project No. 27604-2008

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

X *Paul Maise*
(Signature Of Lien Claimant)

By: PAUL MAISE
AL's Asphalt Paving Co., Inc.
(Printed Name Of Lien Claimant)

Address: 25500 Brest Road

Taylor MI 48180

Telephone: 734 946-1880

Signed on: 01/05/09
(Date)

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

FULL UNCONDITIONAL WAIVER

My/our contract with D&M Contracting, Inc to provide
Off Road Fuel for the improvement of the property described as
None - 11 & Delaware

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

INVOICE 829408651
821101705
821101706

FOSTER BLUE WATER

(Printed Name of Lien Claimant)

[Signature]
(Signature of lien claimant)

STEVE SCHWEINOFER V.P.

Signed on: January 29, 2009

Address: P.O. Box 430

Richmond, Michigan

Telephone: 586-727-3996

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

FULL UNCONDITIONAL WAIVER

My/our contract with D&M Contracting, Inc to provide

Boys for the improvement of the property described as

None - 11th Belvoir

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

Boys - Con, Inc.
(Printed Name of Lien Claimant)

Jeffrey Anderson
(Signature of lien claimant)

JEFFREY ANDERSON

AUTHORIZED AGENT

Signed on: 1/5/09

Address: 48991 Bombs Road

Bellevue, WA, 98004

Telephone: 206-461-1088

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

FULL UNCONDITIONAL WAIVER

Our contract with D and M Contracting Inc

to provide water and/or sewer appurtenances for the improvement of the property

described as Novi, 11 mile and Delwar

having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released as to material previously furnished and not subsequent material furnished after the following date.

Signed on: 1-05-09
(date)

EAST JORDAN IRON WORKS, INC.



(signature)

JULIE ZOOK
Assistant Credit Manager

(title)

FULL UNCONDITIONAL WAIVER

My/our contract with D&M Contracting, Inc to provide
Pool Services for the improvement of the property described as
Novi - 11 E Delwood

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

Full Boro, Inc
(Printed Name of Lien Claimant)

David M. Mills
(Signature of lien claimant)

DAVID M. MILLS
AUTHORIZED AGENT

Signed on: 1/5/09

Address: 8389 Sawyer
Howell, Mi 48855

Telephone: 810-632-3005

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

586-726-6391



Co-Pipe Products, Inc.

20501 Goddard Road
Taylor, Michigan 48180
Tel. 734-287-1000
800-521-3514
Fax 734-287-8132

January 5, 2009

FULL UNCONDITIONAL WAIVER

My/our contract with D&M Contracting Inc. to provide material for the improvement of the property described as: 080086, 11 Mile/ Dewal Watermain in Novi having been fully paid and satisfied, all my/our construction lien rights and claims against such property/project are hereby waived and released.

CO-PIPE PRODUCTS INC.

BY: 

MONICA MARSHALL

(signature of lien claimant)

Address: 20501 Goddard, Taylor, MI 48180

Telephone: (734) 287-1000

ACCOUNTS RECEIVABLE

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

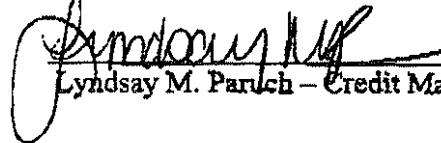
FULL UNCONDITIONAL WAIVER

My/our contract with D & M Contracting to provide Trucking and/or Material for the improvement of the property described as 11 Mile Road Watermain, Novi, MI having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner of lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: January 5, 2009

T.K.M.S.


Lyndsay M. Paruch - Credit Manager

1780 E Highwood
Pontiac, MI 48340
248-334-9035 ext 261

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Bond Number **5024635**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT:

(name, address) 11 Mile Road/ Delwal Drive Water Maim Project

TO (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Water Main Project

CONTRACT DATE: May 13, 2008

CONTRACTOR D&M Contracting, Inc.

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

The Ohio Casualty Insurance Company
136 N. THIRD STREET
HAMILTON, OHIO 45025

,SURETY COMPANY,

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

D&M Contracting, Inc.
12501 23 Mile Road, Shelby Township, MI 48315

, CONTRACTOR,

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

City of Novi, Michigan
45175 W. Ten Mile Road


Novi, MI 48375

,OWNER,

as set forth in the said Surety Company's bond
IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 30th day of January, 2009

~~The Ohio Casualty Insurance Company~~
Surety Company

Attest:
(Seal): 

Barry W. Berman

Signature of Authorized Representative

Attorney-in-Fact

S-4869

Title

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

A IA DOCUMENT G707, CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION I AIAS ONE PAGE C 1970,
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C, 20006

Principal: D&M Contracting, Inc.

POWER OF ATTORNEY

POA Number: 41-884

THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

Obligee: City of Novi, Michigan

Bond Number:

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: Barry W. Berman of Wixom, Michigan its true and lawful agent (s) and attorney (s)-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, not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, 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 Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 5th day of December, 2008



Mark E. Schmidt
Mark E. Schmidt Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 5th day of December, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Mark E. Schmidt, Assistant Secretary of The Ohio Casualty Insurance Company and West American 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 Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, 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, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards 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 seals of the Companies this 30th day of January 2009



J. Timothy D'Errico
J. Timothy D'Errico Assistant Secretary

CBS Construction Bonding Specialists, LLC.

29445 Beck Road, Suite A-209, Wixom, MI 48393 Phone (248) 349-6227 • Fax (248) 348-6762

1/29/2009

ATTN: TED MEADOWS
(810) 534-1402

RETURN TO: Barry Berman
Construction Bonding Specialists, LLC.
Fax: (248) 348-6762

STATUS REPORT

Construction Bonding Specialists, LLC. is the Agency that issued the below Bond. Please provide the information requested below, and return the form directly to Construction Bonding Specialists, LLC, ATTN: Barry Berman. This report will provide Construction Bonding Specialists, LLC and the issuing surety with current status information on the captioned job. Thank you for your assistance.

BOND NO: 5024635

PRINCIPAL: D&M Contracting, Inc.

OBLIGEE: City of Novi, Michigan

DESCRIPTION: 11 Mile Road/ Delwal Drive Water Main Project

BOND AMOUNT: \$239,711.44

IF THE CONTRACT HAS BEEN COMPLETED, ACCEPTED AND CONTRACTOR RELEASED:

- 1. What was the completion date? N/A Date of Acceptance? ~~1/27/09~~ N/A
- 2. What was the final contract price? \$230,723.53
Has full amount been paid? NOT YET
- 3. Was the work satisfactory? YES
- 4. Are you aware of any unpaid labor and/or material bills? NO If yes, explain: _____

IF THE CONTRACT HAS NOT BEEN COMPLETED:

- 1. What percent of work has been completed to date? _____
- 2. Total amount paid to the Contractor to date? \$ _____
- 3. What is the amount of retainage withheld? \$ _____
- 4. Is the Contractor paying his labor and material bills? _____
- 5. What is the anticipated date of completion? _____
- 6. Is the work being accomplished and progressing satisfactorily? _____

Obligee: Spelling & Super acting for City of Novi

Date: 1/29/09

By: Ted Meadows Contract Administrator
(Name) (Title)

Address: 905 South Boulevard East
Rockledge Hills, MI 48307

Ted Meadows
(Signature)

Telephone No.: (248) 762-5716