



CITY of NOVI CITY COUNCIL

Agenda Item B
June 3, 2013

SUBJECT: Approval of the final payment and change order to Ajax Paving Industries, Inc. for the 2010-11 Neighborhood Road Program – Phase II (Asphalt) project, in the amount of \$88,093.31.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RJD*

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$88,093.31
AMOUNT BUDGETED	\$65,490 (FY 10-11 Neighborhood Road Program) \$16,800 (Vista Hills) \$545,000 (Storm Drain System Maintenance)
LINE ITEM NUMBER	203-203.00-865.431 (FY 10-11 Neighborhood Road Program) 203-203.00-865.197 (Vista Hills) 210-211.00-872.000 (Storm Drain System Maintenance)

BACKGROUND INFORMATION:

The 2010-11 Neighborhood Road Program consisted of two separate contracts: one for concrete pavement (awarded to Hard Rock Concrete at the April 4, 2011 City Council meeting) and the other for asphalt at the July 18, 2011 City Council meeting. This contract addressed the rehabilitation of the following asphalt street segments:

Road Segment	From	To	Treatment
Mansfield Drive	Yorkshire	Newberry	Mill and overlay with discrete full-depth repairs
Yorkshire Drive	Huntington	Mansfield	Mill and overlay with discrete full-depth repairs
Cascade Drive	Singh Boulevard	Heatherbrae	Mill and overlay with discrete full-depth repairs
Meridian Lane	Cascade	Heatherbrae	Mill and overlay with discrete full-depth repairs

In addition to the asphalt neighborhood road rehabilitation, there were two other components to the project. The second part involved the rehabilitation of catch basins needing repair in the Vista Hills Subdivision. Those repairs were funded using the remaining funds provided by the Vista Hills Association for the street rehabilitation performed prior to accepting the roads as public.

The third part involved the rehabilitation and/or reconstruction of catch basins in Orchard Ridge Estates and Fairfield Farms Subdivisions where numerous structures needed repair.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker and Associates, Inc., to review and verify the final contract payment amount of \$88,093.31 that is due the contractor (Final Pay Estimate No. 2, attached). It took the contractor over a year to provide waivers of lien to demonstrate to the City that all subcontractors and suppliers had been paid. The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's April 12, 2013 letter, attached).

There were three approved change orders for this project resulting in a net increase of \$51,321.29 to the construction contract or 9.9% over the awarded amount. The first change order directed the contractor to add milling, paving, catch basin rehabilitation, and curb removal at another location of Meridian Lane, in the amount of \$7,653.37. The second change order added additional drainage and stabilization to the subbase on Cascade and Yorkshire Drives, in the amount of \$33,060.96. The third change order balanced existing line items to as-constructed quantities, in the amount of \$10,606.96. The approved change orders resulted in a final contract price of \$568,682.96.

RECOMMENDED ACTION: Approval of the final payment and change order to Ajax Paving Industries, Inc. for the 2010-11 Neighborhood Road Program – Phase II (Asphalt) project, in the amount of \$88,093.31.

	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				

MAP INTERPRETATION NOTICE

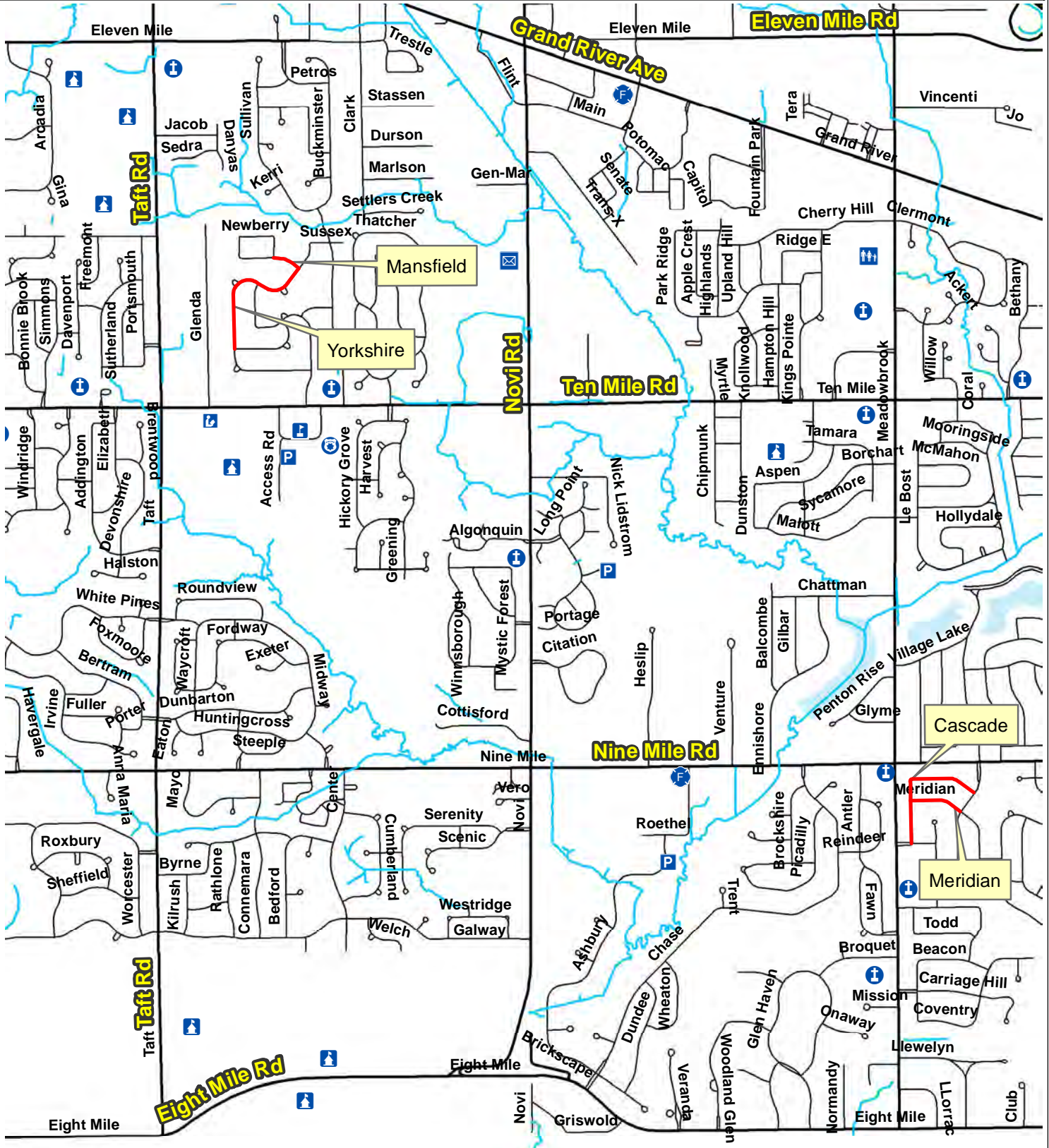
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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



0 280 560 1,120 1,680 2,240 Feet

2010/11 Neighborhood Road Program - Asphalt





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

April 12, 2013

Judy Reedy and Nevrus Nazarko
Finance Department
CITY OF NOVI
45175 W. Ten Mile Road
Novi, MI 48375

RE: 2011 Neighborhood Road Program
Ajax Paving Industries, Inc.

Dear Ms. Reedy and Mr. Nazarko:

We have received and reviewed the following closing documents for the 2011 Neighborhood Road Program:

1. Change Order No. 2
2. Application for Final Payment
3. Contractor's Sworn Statement
4. Maintenance and Guarantee Bond Rider
5. Waivers of Lien
6. 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

Judy Reedy and Nevrus Nazarko
Finance Department
CITY OF NOVI
April 12, 2013
Page 2

EKS

Enclosures

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



CITY OF NOVI

26300 Delwal Drive
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 2011 NRP - Asphalt Streets

NOVI PROJECT NO.: NV 10-004

PAYMENT NO.: FINAL

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	FAIRFIELD FARMS & ORCHARD RIDGE GL # 210-211.00-872.000 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	Const. Inspection Crew Day	EA	43	\$ 815.00	\$ 26,445.00	43	\$ 815.00	\$ 26,445.00				13.25	\$ 8,145.75	31%
301	Mobilization, Max. (5% max.) - 2	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
302	Pre-Construction Video Review - 2	LS	1	\$ 3,915.00	\$ 3,915.00	1	\$ 3,915.00	\$ 3,915.00				1	\$ 3,915.00	100%
303	Soil Erosion & Sedimentation Cntr - 2	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
304	Maintaining Traffic - 2	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00	100%
305	Curb and Gutter, Rem	Ft	585	\$ 9.00	\$ 5,265.00	483.25	\$ 9.00	\$ 4,349.25				483.25	\$ 4,349.25	100%
306	Mountable Curb and Gutter	Ft	585	\$ 19.50	\$ 11,407.50	483.25	\$ 19.50	\$ 9,423.38				483.25	\$ 9,423.38	100%
307	Pavt, Rem	Syd	348	\$ 15.00	\$ 5,220.00	62.2	\$ 15.00	\$ 933.00				62.2	\$ 933.00	100%
308	Aggregate Base, 12 inch	Syd	327	\$ 30.00	\$ 9,810.00	0	\$ 30.00	\$ -				0	\$ -	
309	Dr Structure Cover, Adj, Case 1	Ea	78	\$ 400.00	\$ 31,200.00	80	\$ 400.00	\$ 32,000.00				80	\$ 32,000.00	100%
310	Dr Structure, Rebuild - Adj	Ea	19	\$ 500.00	\$ 9,500.00	68	\$ 500.00	\$ 34,000.00				68	\$ 34,000.00	100%
311	Dr Structure, Reconstruct	Ea	49	\$ 400.00	\$ 19,600.00	12	\$ 400.00	\$ 4,800.00				12	\$ 4,800.00	100%
312	Dr Structure, Point-Up	Ea	10	\$ 175.00	\$ 1,750.00	2	\$ 175.00	\$ 350.00				2	\$ 350.00	100%
313	Dr Structure Cover	Lb	5500	\$ 1.29	\$ 7,095.00	1318	\$ 1.29	\$ 1,700.22				1318	\$ 1,700.22	100%
314	Concrete Patch, 7 inch	Syd	193	\$ 35.50	\$ 6,851.50	117.8	\$ 35.50	\$ 4,181.90				117.8	\$ 4,181.90	100%
315	HMA, 4C	Ton	29	\$ 150.00	\$ 4,350.00	0	\$ 150.00	\$ -				0	\$ -	
316	Seeding and Mulching	Syd	200	\$ 5.00	\$ 1,000.00	0	\$ 5.00	\$ -				0	\$ -	

TOTAL FROM THIS SHEET	\$ 121,464.00	\$ 100,152.75	\$ -	\$ 100,152.75
TOTAL FROM OTHER SHEETS	\$ 395,897.67	\$ 468,530.22	\$ 10,606.96	\$ 468,530.22
SUBTOTAL	\$ 517,361.67	\$ 568,682.96	\$ 10,606.96	\$ 568,682.96

100%



CITY OF NOVI

26300 Delwal Drive
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2011 NRP - Asphalt Streets NOVI PROJECT NO.: NV 10-004 PAYMENT NO.: FINAL

Original Contract Amount: \$ 517,361.67

Change Orders: \$ 51,321.29

Adjusted Contract Amount to Date: \$ 568,682.96

Total Cost of Work Performed to Date: \$ 568,682.96

MINUS Retainage: 0% \$ -

MINUS Inspection "Crew Days": To Date 65.75

Net Amt. Earned of Contract and Extra Work to Date: \$ 568,682.96

Plus Unused Crew Days @ \$615: This Pay 35.25 \$ 21,678.75

MINUS L.D.'s # of days over = 18 \$ 3,600.00

\$ per day = \$200

Subtotal: \$ 586,761.71

MINUS Amount of Previous Payments: \$ 498,668.40

1 \$ 498,668.40

CHANGE ORDERS

No.	Date	Amount
1	Oct 4, 2011	\$ 7,653.37
2	December 9, 2011	\$ 33,060.96
3	May 8, 2013	\$ 10,606.96

TOTAL: \$ 51,321.29

Base Contract - Allowed	32.50	GL # 203-203.00-865.431
Base Contract - Used	32.50	
Vista Hills - Allowed	25.50	GL # 203-203.00-865.197
Vista Hills - Used	20.00	
Fairfield Farms/Orchard Ridge - Allowed	43.00	GL # 210-211.00-872.000
Fairfield Farms/Orchard Ridge - Used	13.25	
Total - Allowed	101.00	
Total - Used	65.75	
Total Remaining	35.25	

BALANCE DUE THIS PAYMENT:

\$ 88,093.31



CITY OF NOVI

26300 Delwal Drive
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 2011 NRP - Asphalt Streets

NOVI PROJECT NO.: NV 10-004

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:

5/20/13

AJAX Paving Industries, Inc.
Contractor Company

Date:

5/12/13

Contractor Authorized Signature

By: _____
Print Name

By: Brian Coburn, Engineering Manager

Dated:

5/20/13

Spading DeDecker & Associates, Inc.
Consultant Firm

Date:

5/9/13

Consultant Authorized Signature

By: Ted Meadows
Print Name



CHANGE ORDER No. 3

Project: NV10-004.1C City of Novi 2011 Neighborhood Road Program - Asphalt

Owner: City of Novi
26300 Lee BeGole Dr
Novi, Michigan 48375
(248) 735-5632

Engineer: Spalding DeDecker Associates, Inc.
905 South Boulevard East
Rochester Hills, Michigan, 48307
(248) 844-5400

Contractor: Ajax Paving Industries, Inc.
830 Kirts Blvd - Suite 100
Troy, MI 48084

Drafted Date: May 8, 2013

Description/Reasoning: Balancing quantity for item 118-3

To the Contractor: You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated. Documentation supporting these changes are on file with the City of Novi's Engineer. Current project plans and specifications will be adhered to unless specifically changed by this change order document.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	\$ 10,606.96
ORIGINAL CONTRACT AMOUNT:	\$ 517,361.67
SUM OF PREVIOUS APPROVED CHANGE ORDERS:	\$ 40,714.33
REVISED CONTRACT AMOUNT:	\$ 568,682.96

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY INCREASE THE CONTRACT TIME BY: 0 Day(s) to Substantial or Final Completion

Where applicable, attach the corresponding number of Work Change Directive to this Change Order.

Accepted By: [Signature]
Ajax Paving Industries, Inc., General Contractor

Date: 5/12/13

Prepared By: [Signature]
Spalding DeDecker Associates, Inc., Consultant

Date: 5/9/13

Recommended By: [Signature]
Aaron J. Staur, Construction Engineer

Date: 5/20/13

Approved By: [Signature]
Brian Coburn, P.E., Engineer Manager

Date: 5/20/13

APPROVED BY: [Signature]
ROB HAYES, P.E., CITY ENGINEER

DATE: 5/20/13

APPROVED BY: [Signature]
SUE MORANTT, PURCHASING MANAGER

DATE: _____

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety **Bond No. 13124343**
Other

PROJECT: 2011 Neighborhood Road Program - Asphalt
(name, address)

TO: (Owner)
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Asphalt

CONTRACT DATE:

CONTRACTOR:
Ajax Paving Industries, Inc.
830 Kirts Blvd., Suite 100
Troy, MI 48084


In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Liberty Mutual Insurance Company
5600 New King Street, Suite 360
Troy, Michigan 48098 **,SURETY COMPANY**

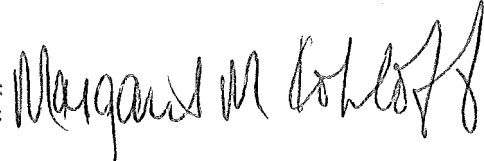
on bond of (here insert name and address of Contractor)
Ajax Paving Industries, Inc.
830 Kirts Blvd., Suite 100
Troy, Michigan 48084 **,CONTRACTOR,**

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
45175 West Ten Mile Road
Novi, Michigan 48375 **,OWNER,**

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this **13th** day of **March,** **2013**

Surety Company
Liberty Mutual Insurance Company

Signature of Authorized Representative

Attest:
(Seal): 

Michelle Buechel - Attorney-In-Fact
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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 5617182

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; C. A. Johnson; Kristyn M. Langbeen; Linda L. Austin; Margaret M. Kohloff; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; T. R. Guy

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of October, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 16th day of October, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of MARCH, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-852-8240 between 9:00 am and 4:30 pm EST on any business day.

**INCREASE
RIDER**

Rider to be attached to and form a part of Bond Number 13124343 , dated the _____ day of _____ , 2011 , executed by Liberty Mutual Insurance Company (the "Surety") on behalf of
Ajax Paving Industries, Inc. (the "Principal")
in favor of
City of Novi (the "Obligee")

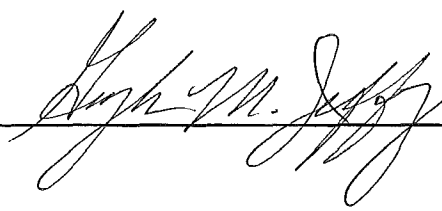
It is understood and agreed that the penal sum of the attached bond is hereby increase from
Five Hundred Fifty Eight Thousand Seventy Six and 00/100 (\$ 558,076.00) Dollars
to
Five Hundred Sixty Eight Thousand Six Hundred Eighty Two and 96/100 (\$ 568,682.96) Dollars
said increase being applicable only as to acts or omissions occurring on or after the 22nd day of August , 2011 .

This change is effective 22nd day of August , 2011 .


The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 13th day of March , 2013 .

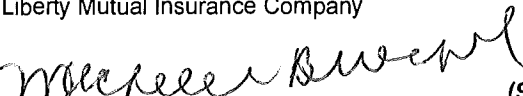
WITNESS or ATTEST:



Ajax Paving Industries, Inc.
(Principal)

By  (Seal)
Name: DAVID K. GOUPER, P.E.
Title: Vice President

Liberty Mutual Insurance Company

By  (Seal)
Attorney-In-Fact

Michelle
Buechel

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 5617181

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

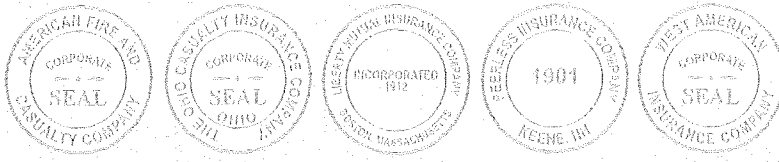
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; C. A. Johnson; Kristyn M. Langbeen; Linda L. Austin; Margaret M. Kohloff; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; T. R. Guy

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of October, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 16th day of October, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

