



CITY of NOVI CITY COUNCIL

**Agenda Item 4
August 10, 2009**

SUBJECT: Approval of the final balancing change order and final payment to Hard Rock Concrete, Inc. for the 2008 Neighborhood Roads Program in the amount of \$131,409.24.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 1,520,870.42
AMOUNT BUDGETED	\$ 1,349,733.05
APPROPRIATION REQUIRED	\$ 171,137.37
LINE ITEM NUMBER	203-203.00-865.418

BACKGROUND INFORMATION:

The City's consulting engineer for this project, URS, administered the construction contract for the 2008 Neighborhood Roads Program. URS has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Hard Rock Concrete, Inc. of Westland, MI (URS's Final Pay Estimate No. 5 and Balancing Change Order, attached).

The concrete street reconstruction work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$131,409.24 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form. The original contract was approved at the June 23, 2008 City Council meeting in the amount of \$1,349,733.05.

There were two change orders associated with the project. The first change order was to add approximately 500 feet of additional reconstruction on Worcester to include the intersection with Galway in the amount of \$59,288.12. The second change order occurred in June 2009, for the emergency repair of discrete sections of Fordway and Midway. These segments were added to the contract when it was discovered that subgrade erosion had caused sections of pavement to be undermined and nearly failed (see photos attached). This work along with balancing of the contract quantities resulted in an additional cost of \$111,849.24.

The additional work has been completed and increased the total in construction expenditures on this project to \$1,520,870.42.

RECOMMENDED ACTION: Approval of the final balancing change order and final payment to Hard Rock Concrete, Inc. for the 2008 Neighborhood Roads Program in the amount of \$131,409.24.

	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				

July 24, 2009

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

Suzanne Moreno, Finance Department
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

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

**Re: 2008 Neighborhood Roads
Hardrock Concrete, Inc. – Closing Documents
Our File No. 55142 NOV**

Dear Ms. Moreno:

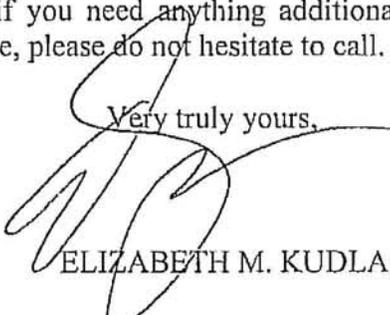
We have received and reviewed the following closing documents you have provided for the 2008 Neighborhood Roads Program:

- Final Pay Estimate No. 5
- Contract Modification Nos. 1 and 2
- Contractor's Affidavit of Indebtedness
- Maintenance and Guarantee Bond
- Consent of Surety
- Waiver of Lien

It appears that the City's Engineering Operations Division has reviewed and confirmed the accuracy of Contract Modifications No. 1 and No. 2, as well as Final Pay Estimate No. 5. The closing documents appear to be in order.

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: Clay Pearson, City Manager
Kathy Smith-Roy, Finance Director
Brian Coburn, Senior Civil Engineer
Thomas R. Schultz, Esquire

C:\N\Portbl\N\manage\BKUDLA\1271191_1.DOC

MIDWAY AND FORDWAY IN DUNBARTON PINES

The photos below were taken after demolition of the pavement was underway, but shows that the subgrade had eroded and there was no support under parts of the existing pavement. These segments were added to the 2008 program after cracking and subsidence of the pavement occurred indicating a subgrade problem.





July 10, 2009

Mr. Rob Hayes, PE -- City Engineer
City of Novi
Department of Public Services
26300 Delwal Drive
Novi, MI 48375

Reference: Contract Modification #2
2008 Neighborhood Roads Program
City of Novi Contract Number 072-428

Dear Mr. Hayes:

Attached are three copies of Contract Modification #2 for the above mentioned project. This Modification reflects final quantities and balances the contract completely. The contractor is in agreement with the final quantities. This contract modification is for the amount of \$111,849.24.

If you are in agreement with the contract modification, please sign and return two copies to me. The third is for your records. An original copy signed by all parties will be kept in the URS file and one will be returned to Hard Rock Concrete, Inc. for their file.

Please call me at (248) 521-9522 if you have any questions or wish to discuss the project.

Sincerely,

URS, Inc.

Jason D. Fisher, P.E.
Construction Engineer

cc: Aaron Staup, City of Novi -- Construction Coordinator
file



July 10, 2009

Mr. Rob Hayes, PE – City Engineer
City of Novi
Department of Public Services
26300 Delwal Drive
Novi, MI 48375

Reference: Pay Estimate #5 (Final Estimate)
2008 Neighborhood Roads Program
City of Novi Contract Number 072-428

Dear Mr. Hayes:

Attached is Pay Estimate #5 for the 2008 Neighborhood Roads Program. This is the final estimate for the project. The reported earnings for this period are \$116,349.24. In addition, retainage in the amount of \$15,000.00 is being released due to project completion. This will reduce the retainage withheld to \$0.00.

Based on the current progress, we recommend payment to the contractor, Hard Rock Concrete, Inc., for the amount of **\$131,349.24**.

Please call me at (248) 204-4923 if you have any questions or wish to discuss the project.

Sincerely,

URS, Inc.

Jason D. Fisher, P.E.
Construction Engineer

cc: Aaron Staup, City of Novi – Construction Coordinator



URS Corporation

Construction Pay Estimate Report

7/10/2009 5:25 PM

FieldManager 4.4a

Contract: 072-428, 2008 Neighborhood Roads Program

Estimate Date 07/10/2009	Estimate No. 5	Entered By Ryan Lindman	Estimate Type Final	Electronic File Created No	All Contract Work Completed 6/24/2009	Construction Started Date 7/21/2008
Prime Contractor Hard Rock Concrete, Inc.				Managing Office URS Corporation		

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
_ Aggregate Base, 21AA, 8-inch	3027011	0008	072-428	001	0040	00	000	2,635.190	\$12,517.15
_ Class A Sod	8167011	0017	072-428	001	0085	00	000	226.000	\$1,017.00
_ Clean out & Adjust Drainage Structure	4037050	0013	072-428	001	0065	00	000	5.000	\$875.00
_ Remove & Replace Concrete Driveways	8017011	0010	072-428	001	0050	00	000	243.400	\$6,085.00
_ Remove & Reset Mailboxes	8507050	0014	072-428	001	0070	00	000	17.000	\$85.00
_ Remove & Reset Sprinkler Heads	8507050	0015	072-428	001	0075	00	000	3.000	\$15.00
_ Remove Concrete Pavement	6027011	0005	072-428	001	0025	00	000	2,635.190	\$10,540.76
_ Subgrade Undercut	2057021	0007	072-428	001	0035	00	000	22.700	\$272.40
_ Tree Removal	2037001	0022	072-428	001	0110	00	000	25.000	\$5,000.00
_ Underdrain, 6-inch	4047001	0006	072-428	001	0030	00	000	1,658.000	\$9,450.60
Conc Pavt w/ Intg Curb, Nonreinf, 7 inch	6020162	0009	072-428	001	0045	00	000	2,635.190	\$70,491.33

Total Estimated Item Payment: \$116,349.24

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Working Days	0	\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
072-428, 2008 Neighborhood Roads Program	0005	\$116,349.24	\$0.00	\$116,349.24
Voucher Total:				\$116,349.24



URS Corporation

Construction Pay Estimate Report

7/10/2009 5:25 PM

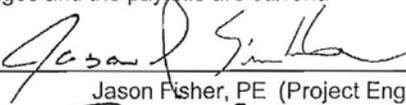
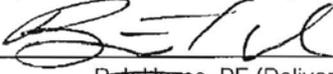
FieldManager 4.4a

Summary

Current Voucher Total:	\$116,349.24	Earnings to date:	\$1,520,870.42
-Current Retainage:	(\$15,000.00)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$131,349.24	Net Earnings to date:	\$1,520,870.42
		- Payments to date:	\$1,389,521.18
		Net Earnings this period:	\$131,349.24

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.

	<u>7/10/09</u>
Jason Fisher, PE (Project Engineer) and/or	(Date)
	<u>7/15/09</u>
Rob Hayes, PE (Delivery/Resident Engineer)	(Date)
BRIAN COBURN	



Novi 2008 NRP - Contract Closing Documents

Monday, July 20, 2009 3:50 PM

From: "Hardrock Concrete" <hardrockguyz@sbcglobal.net>
To: "Jason Fisher (URS)" <jason_fisher@urscorp.com>
Cc: "Aaron Staup (CITY OF NOVI)" <astaup@cityofnovi.org>
67. Novi 2008 NRP - Contract Closing Documents 7.20.09.PDF (5063KB)

Hi Jason,

Attached is the packet of closing documents for Novi 2008 Neighborhood Road Program.

The originals are being sent to Aaron Staup via UPS 2nd Day Air, Tracking # 1Z 91F 402 02 9172 1030. He is scheduled to receive the package on Wednesday 7/22/09.

We'd like to be on the agenda for the August 10th City Council Meeting so we don't have to wait any longer to get paid. If there are any issues I need to address, please let me know ASAP!

Thanks!

...*Cyndi Mininni*

Office Manager
Hardrock Concrete, Inc.
38146 Abruzzi Drive
Westland, MI 48185
T: (734) 641-3333
F: (734) 641-7270

Hardrock Concrete, Inc.
 38146 Abruzzi Dr.
 Westland, MI 48185
 Phone # (734) 641-3333
 Fax # (734) 641-7270
 E-mail: hardrockguyz@sbcglobal.net



Over 40 Years of Experience

Invoice

Date	Invoice #
6/3/2009	67-5 FINAL

Bill To
CITY OF NOVI 2008 NEIGHBORHOOD ROADS PROGRAM 45175 W. 10 MILE RD NOVI, MI 48375

P.O. #	Project Name
072-428	2008 NRP

Quantity	Description	Rate	Amount
	CITY OF NOVI - 2008 NEIGHBORHOOD ROAD PROGRAM CONTRACT# 072-428 **** FINAL PAYMENT ****		
1	BALANCE OF RETAINAGE WITHHELD	15,000.00	15,000.00
1	ADDITIONAL WORK PERFORMED THROUGH 7/10/2009	116,349.24	116,349.24
		Total	\$131,349.24

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hard Rock Concrete, Inc., hereinafter called the "Principal", and The Guarantee Company of North America, USA, hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of One Million Five Hundred Twenty Thousand Eight Hundred Seventy and 41/100 Dollars (\$1,520,870.41) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____ day of _____, for the construction of

2008 Neighborhood Road Program

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a One Year (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before One (1) year(s) of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf harmless from all claims for damages or injuries



CITY OF NOVI

May 27, 2008

to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 9 day of July, 2009.

In the Presence of:

Contractor:

Hard Rock Concrete, Inc.
38146 Abruzzi Drive
Westland, MI 48185

WITNESS

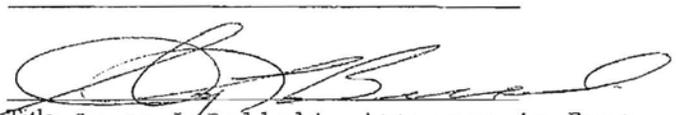



Principal

Rocco Grimaldi / V.P.
Title

WITNESS

Surety:
The Guarantee Company of North America, USA


Title Susan L. Belloli, Attorney-in-Fact

Griffen, Smalley, and Wilkerson, Inc.
102 Kerchival

Address of Surety
Gross Pointe Farms, MI 48236

10051937
Bond No.

City Zip Code





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon,
Terence J. Griffin
Griffin, Smalley & Wilkerson, Inc.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of April, 2006.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Stephen Dullard, Vice President

On this 21st day of April, 2006 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9 day of July 2009



Randall Musselman, Secretary

FULL UNCONDITIONAL WAIVER

My/our contract with HARD ROCK CONCRETE, INC. to provide
CONCRETE for the improvement of the property described as
2008 NOVI NEIGHBORHOOD ROAD PROGRAM

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

DOAN COMPANIES

MATT DOAN
(Printed Name of Lien Claimant)

[Signature]
(Signature of lien claimant)

Signed on: 7/16/09

Address: 3670 CARPENTER RD

YPSILANTI, MI 48197

Telephone: (734) 971-4678

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

Michigan Department
of Transportation
1366 (02/01)

CONTRACTOR'S AFFIDAVIT OF INDEBTEDNESS

This information required and filed with the Michigan Department of Transportation pursuant to provisions of 1.09, 10 of the MDOT's Standard Specifications for Construction. Penalty for failure to supply this information will result in funds being withheld.

072-428

CONTRACT ID NUMBER

City of Novi 2008 Neighborhood Roads Program

Oakland County

CONTRACTOR
Hard Rock Concrete, Inc.

DATE OF CONTRACT WITH
July 16, 2008

NAME OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE
Rocco Grimaldi - V.P.

AMOUNT OWED FOR LABOR, MATERIAL, AND SUPPLIES ON THIS PROJECT:

TO WHOM

AMOUNT

0

AMOUNT OWED TO SUBCONTRACTORS AS RETAINAGES ON THIS PROJECT

TO WHOM

AMOUNT

0

Disputed claims against the contractor for labor, materials, and supplies used on this project:

TO WHOM

AMOUNT

0

As the authorized contractor representative, I state that all labor, material, and supplies used in this construction have been paid for by this Contractor with the exception of those items listed here, including retainages withheld from subcontractors on this project. These retainages will not be paid by the contractor to the subcontractor until final payment based upon final quantities, as determined by the Department of Transportation, has been made to the contractor by the Department of Transportation. Attached are Waivers of Lien from all other approved subcontractors for work performed on this project.

CONTRACTOR REPRESENTATIVE AUTHORIZED SIGNATURE

TITLE

DATE

Rocco Grimaldi

V.P.

7/17/09

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DATE

NOTARY PUBLIC

COUNTY

Wayne

, Michigan

My COMMISSION EXPIRES (Date)

06-05-2013

CYNTHIA J MININNI

Notary Public, State of Michigan

County of Wayne

My Commission Expires 06-05-2013

Acting in the county of Wayne

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner _____
Architect _____
Contractor _____
Surety _____
Other _____ 10051937

PROJECT: 2008 Neighborhood Road Program
(name, address)

TO: (Owner)
City of Novi
45175 West 10 Mile Rd
Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Contract Bond

CONTRACT DATE:

CONTRACTOR:
Hard Rock Concrete, Inc.
38146 Abruzzi Drive
Westland, MI 48185

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
The Guarantee Company of North America USA
25800 Northwestern Hwy, Suite 720
Southfield, Michigan 48075

, SURETY COMPANY

on bond of (here insert name and address of Contractor)
Hard Rock Concrete, Inc.
38146 Abruzzi Drive
Westland, Michigan 48185

, 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 10 Mile Rd
Novi, Michigan 48375-3024

, OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 9th day of July, 2009

Surety Company
The Guarantee Company of North America
USA

Signature of Authorized Representative

Attest:
(Seal):



Susan L. Belloli - 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



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon, Terence J. Griffin Griffin, Smalley & Wilkerson, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of April, 2006.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Handwritten signature of Stephen Dullard

Stephen Dullard, Vice President

On this 21st day of April, 2006 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Handwritten signature of Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9 day of July 2009



Handwritten signature of Randall Musselman

Randall Musselman, Secretary