

**CITY of NOVI CITY COUNCIL**

**Agenda Item D  
February 28, 2011**

**SUBJECT:** Approval of the Final Payment to Temperature Services Inc., for the HVAC Improvements for the Department of Public Services Building at the Field Services Complex, in the amount of \$4,828.80.

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

**CITY MANAGER APPROVAL:** *[Signature]* *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 4,828.80</b>
<b>AMOUNT BUDGETED</b>	<b>\$68,900</b>
<b>LINE ITEM NUMBER</b>	<b>101-442.00-976.050</b>

**BACKGROUND INFORMATION:**

On July 19, 2010 City Council awarded a construction contract to Temperature Services, Inc. for the HVAC improvements to the Department of Public Services building using a federal Energy Efficiency and Conservation Block Grant (EECBG) grant. City staff administered the project that replaced two rooftop air makeup units and replaced three motorized shut-off dampers for roof-mounted exhaust fans at DPS. The original award amount was \$32,248. One change order was approved for the project in the amount of \$1,404.00 for the replacement of a fourth damper that was determined to be a problem during the project, for a total project cost at completion of \$33,652.

The contractor has submitted all documents required for compliance with the EECBG grant and received approval from the City's mechanical inspection. The HVAC work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$4,828.80 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's February 1, 2011 letter, attached).

**RECOMMENDED ACTION:** Approval of the Final Payment to Temperature Services Inc., for the HVAC Improvements for the Department of Public Services Building at the Field Services Complex, in the amount of \$4,828.80.

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Fischer</b>				
<b>Council Member Margolis</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				
<b>Council Member Wrobel</b>				

February 1, 2011

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: **DPS HVAC Improvements**  
**Temperature Services, Inc., - Closing Documents**  
Our File No. 55142 NOV

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the DPS HVAC Improvements:

- Final Application for Payment and Engineer's Certificate No. 2
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Maintenance and Guarantee Bond

Subject to the approval of the Final Pay Estimate by City staff and/or consultant the closing documents appear to be in order.

We note that though it appears that Air Design Incorporated, a subcontractor, provided a Notice of Furnishing in December, 2010, the same subcontractor provided a Full Unconditional Waiver of Lien indicating full payment has been made on January 5, 2011. In this regard, it appears the Notice of Furnishing and amount due as indicated in the Notice has been addressed.

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  
Marina Neumaier, Assistant Finance Director  
Thomas R. Schultz, Esquire

1570587\_1.doc

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:	<u>CITY OF NOV</u>	PROJECT:	<u>EECSBG FIELD SERVICES COMPLEX HVAC IMPROVEMENTS DPS ROOFTOP UNIT</u>	APPLICATION NO. <u>2</u>
				APPLICATION DATE: <u>11/12/2010</u>
				PERIOD FROM: <u>9/30/2010</u>
				PERIOD TO: <u>11/5/2010</u>
CONTRACTOR:	<u>TEMPERATURE SERVICES INC. 37107 SCHOOLCRAFT ROAD LIVONIA, MI 48150</u>	ARCHITECT:		PROJECT NO: <u>1,497.00</u>
				CONTRACT NO:
				CONTRACT DATE: <u>8/12/2010</u>
				COMPLETION DATE: <u>11/5/2010</u>

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached

<b>1. ORIGINAL CONTRACT SUM</b> .....	<u>\$32,248.00</u>
<b>2. Net Change by Change Orders</b> .....	<u>\$1,404.00</u>
<b>3. CONTRACT SUM TO DATE</b> .....	<u>\$33,652.00</u>
Overall % Complete <u>100.00%</u>	
WORK COMPLETE TO DATE <u>\$33,652.00</u>	
STORED MATERIALS: _____	
<b>4. TOTAL COMPLETE &amp; STORED TO DATE</b> .....	<u>\$33,652.00</u>
<b>5. RETAINAGE</b>	
a. <u>0</u> % of completed work _____	
b. <u>0</u> % of stored material _____	
Total Retainage.....	<u>\$0.00</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	<u>\$33,652.00</u>
<b>7. LESS PREVIOUS PAYMENTS</b> .....	<u>\$29,023.20</u>
<b>8. CURRENT PAYMENT DUE</b> .....	<u>\$4,628.80</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>	<u>\$0.00</u>

<b>Distribution :</b>	
<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT <u>    </u> Copies
<input type="checkbox"/>	PROJECT MANAGER
<input type="checkbox"/>	ACCOUNTING

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  
By: Mark A. McKay Date: ## 11/12/2010  
Mark A. McKay

State of: Michigan  
County of: Wayne  
Subscribed and sworn to before me this 12th day of November, 2010

Notary Public: Nancy A. Bolda  
My Commission expires: 02/17/2013

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \_\_\_\_\_

( Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified. )

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

CLIENT: City of Novi

CONTRACTOR: Temperature Services, Inc.

PROJECT: DPS HVAC Improvements

APPLICATION NUMBER: 2

APPLICATION DATE: 11/12/2010

PERIOD TO: 11/15/2010

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING  
CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED

IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

ARCHITECT'S PROJECT NO.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED	PERCENT COMPLETE	BALANCE TO FINISH	RETENTION
			FROM PREVIOUS APPLICATION	THIS PERIOD					
1	BOND	448.00	448.00	448.00		448.00	100%	-	
2	MAKE UP AIR UNIT	19,502.00	19,502.00	19,502.00		19,502.00	100%	-	
3	DAMPERS	788.00	788.00	788.00		788.00	100%	-	
4	MAN LIFT	475.00	475.00	475.00		475.00	100%	-	
5	CRANE	2,400.00	2,400.00	2,400.00		2,400.00	100%	-	
6	INSTALLATION	8,637.00	8,637.00	8,637.00		8,637.00	100%	-	
7	CHANGE ORDER #1 - Replace EF #11 Damper	1,404.00		1,404.00		1,404.00	100%	-	
8									
9									
10									
11									
12									
13									
14									
15		-	-			-	0%	-	
16		-	-			-	0%	-	
17		-	-			-	0%	-	
18		-	-			-	0%	-	
19		-	-			-	0%	-	
20		-	-			-	0%	-	
21		-	-			-	0%	-	
22		-	-			-	0%	-	
23		-	-			-	0%	-	
24		-	-			-	0%	-	
25		-	-			-	0%	-	
26		-	-			-	0%	-	
27		-	-			-	0%	-	
28		-	-			-	0%	-	
<b>TOTAL CONTRACT SUMMARY:</b>		<b>33,652.00</b>	<b>32,248.00</b>	<b>4,628.80</b>	<b>-</b>	<b>33,652.00</b>		<b>-</b>	<b>-</b>

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

Owner \_\_\_\_\_  
Architect \_\_\_\_\_  
Contractor \_\_\_\_\_  
Surety \_\_\_\_\_  
Other **5885574**

**PROJECT: EECBG DPS Rooftop Unit Replacement**  
(name, address)

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

**ARCHITECT'S PROJECT NO:**  
**CONTRACT FOR: Contract Bond**  
**CONTRACT DATE: 7/20/2010**

**CONTRACTOR:**  
Temperature Services, Inc.  
37107 Schoolcraft  
Livonia, MI 48150

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**Westfield Insurance Company**  
38695 Seven Mile Road  
Livonia, Michigan 48152

**SURETY COMPANY**

on bond of (here insert name and address of Contractor)  
**Temperature Services, Inc.**  
37107 Schoolcraft  
Livonia, Michigan 48150

**CONTRACTOR,**

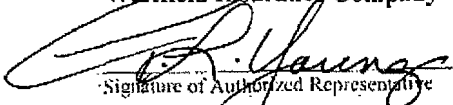
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

**OWNER,**

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

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this: **5th** day of **January**, **2011**

Surety Company  
**Westfield Insurance Company**

  
Signature of Authorized Representative

**T.L. Young - Attorney-In-Fact**  
Title

Attest:  
(Seal):

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.

General  
Power  
of Attorney

POWER NO. 2140482 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**T. J. GRIFFIN, T. L. YOUNG, WILLIAM A. PIRRET, STEVEN K. BRANDON, JOHN L. BUDDE, SUSAN L. BELLOLI, TERENCE J. GRIFFIN, JOINTLY OR SEVERALLY**

of FARMINGTON HILLS and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 28th day of APRIL, A.D., 2006.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio  
County of Medina ss.:

On this 28th day of APRIL, A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*  
William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

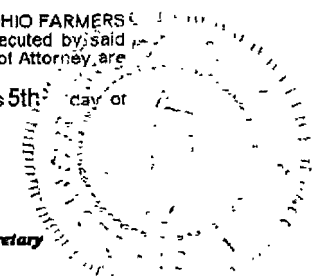
State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney, are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of January, A.D., 2011.



*Frank A. Carrino*  
Frank A. Carrino, Secretary



**SWORN STATEMENT**

STATE OF MICHIGAN                    )  
   )SS  
 COUNTY OF WAYNE                    )

James A. McKay                    , being duly sworn, deposes and says:  
 That he makes the Sworn Statement of b behalf of Temperature Services Inc.,  
 who is the (contractor) (subcontractor) for an improvement to the following real property  
 situated in       Oakland       County, Michigan City of Novi

That the following is a statement of each subcontractor and supplier and laborer, for which  
 laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom  
 the (contractor) (subcontractor) for performance under the contract with the owner or lessee  
 thereof, and that the amounts due to the persons as of the date thereof are correctly and fully  
 set forth opposite their names, as follows:

Project                    Field Services Complex HVAC Improvements                    Ap #2                    TSI #24152

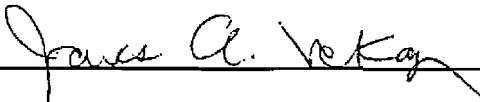
Name of Subcontractor supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount Owing	Previous Billing Unpaid by owner	Amount paid by owner yet due & owing	Balance to Complete	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
Griffin Smalley	Bond	\$446.00	\$446.00	\$0.00			\$0.00		
Air Design	Equipment	\$18,626.79	\$18,626.79	\$0.00			\$0.00		
Allingham	Crane	\$3,993.50	\$3,993.50	\$0.00			\$0.00		
TSI	Installation	\$10,585.71	Paid in full						
<b>TOTALS</b>		\$33,652.00							

(Some columns are not applicable to all persons listed)

That the contractor has not procured material form, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act. No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.


**WARNING TO OWNER: AN OWNER OF LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**



Deponent

**WARNING TO DEPONENT: A PERSON, WHO WITH THE INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.**

Subscribed and sworn to before me this 11th day of January, 2011.

  
Nancy A. Bolda, Notary Public

Wayne County, Michigan

My Commission expires:

12/13/2013

**The Construction Association of Michigan expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.**





**FULL UNCONDITIONAL WAIVER**

My/our contract with.....Temperature Services Inc......  
(other contracting party)

to provide Material

for the improvement of the property described as: Novi, DPS

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

BY: Air Design Incorporated  
*[Signature]*  
(signature of lien claimant)

Address: 21174 Bridge Street  
Southfield, MI 48033

Telephone: (248)447-0400

Signed on: 1/5/11  
(date)

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

**THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.**

**REQUIRED BOND LANGUAGE**

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Temperature Services, Inc.  
hereinafter called the "Principal", and Westfield Insurance Company

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 Thirty Three Thousand  
Six Hundred Fifty Two and 00/100 Dollars (\$33,652.00 )  
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 20th day of July, 2010 for the construction of

**EECBG - DPS ROOFTOP UNIT REPLACEMENT**

AND WHEREAS, this Contract was awarded upon the express condition  
that the Principal would furnish a one (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 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-

**REQUIRED BOND LANGUAGE**

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 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 10th day of January, 2011.

In the Presence of:

WITNESS

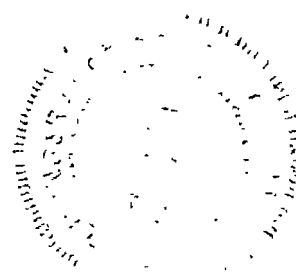
Nancy A. Boldy  
Janet W. Dwyer  
Gawn M. Stipe  
Yvonne Dunage-Hanson  
J. R. Bell

5885974

Bond No.

(fill-in name of construction contractor)

Temperature Services, Inc.  
Principal  
James A. McKay  
Title James A. McKay, President  
Westfield Insurance Company  
Surety  
T.L. Young  
Title T.L. Young, Attorney-in-Fact  
38695 Seven Mile Road, Suite 110  
Address of Surety  
Livonia, MI 48152  
City Zip Code



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 2140482 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, that WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**T. J. GRIFFIN, T. L. YOUNG, WILLIAM A. PIRRET, STEVEN K. BRANDON, JOHN L. BUDE, SUSAN L. BELLOLI,  
TERENCE J. GRIFFIN, JOINTLY OR SEVERALLY**

of **FARMINGTON HILLS** and State of **MI** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 28th day of APRIL A.D., 2006.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this 28th day of APRIL A.D., 2006, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*  
**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney, are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of January A.D., 2011



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**



**CITY OF NOVI**  
**DEPARTMENT OF BUILDING & SAFETY**  
**45175 W. TEN MILE ROAD**  
**NOVI, MICHIGAN 48375-3024**  
**PHONE: (248) 347-3024**  
**Fax: (248) 449-3758**

**INSPECTION APPROVAL NOTICE**

**October 12, 2010**

**TEMPERATURE SERVICES INC**  
**37107 SCHOOLCRAFT RD**  
**LIVONIA MI 48150**

**Permit # H10-0761**

**Location of work: 26300 Delwal Drive, Novi Michigan**

**New rooftop unit.**

**All work under this permit has met the intent of code and has been given a Final approval.**

**Paul Stiles**  
**City of Novi Mechanical Inspector**