



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

Agenda Item I
October 22, 2007

SUBJECT: Approval of the final balancing change order and final pay estimate to Anglin Civil Constructors, Ltd. for the Haggerty Regional Stormwater Detention Basin project in the amount of \$93,796.95.

SUBMITTING DEPARTMENT: Engineering [Handwritten initials]

CITY MANAGER APPROVAL: [Handwritten signature]

BACKGROUND INFORMATION:

The City's consulting engineer for this project (JCK Group, Inc.) administered the construction contract for the construction of the Haggerty Regional Stormwater Detention Basin project, located just south of the southbound I-275/eastbound I-96 freeway in Section 24, west of Haggerty Road. The project was awarded to Anglin Civil Constructor's, Ltd. in December 2004, with work beginning in the spring of 2005. During the course of the work, several areas of arsenic and other types of metals contamination were discovered, which resulted in significant delays (and additional costs) to the project while assessments and remediation activities could be completed.

Anglin completed remaining punchlist work this past summer, and consequently JCK executed and submitted the attached documents verifying the final contract payment amount (JCK's October 1, 2007 letter, attached).

The detention basin construction work performed by the contractor has been in substantial compliance with the plans and specifications, and final payment in the amount of \$93,796.95 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Secrest-Wardle letter dated October 15, 2007, attached) with two exceptions: the amount of the maintenance and guarantee bond does not match the final contract value, and individual lien waivers were not provided by In-Line. The cost of the maintenance and guarantee bond does not need to be increased because the difference between the final contract cost of \$1,193,938.30 and the \$484,685.80 bond amount is the \$709,252 expended on the out-of-scope environmental remediation work that was necessary to complete the project. Because environmental clean-up work is not a tangible improvement (like the detention basin system), it does not need to be covered under the maintenance and guarantee bond. Also, because In-Line has certified that it has paid all subcontractors and suppliers on the sworn statement, lien waivers are not necessary.

The original contract was approved at the August 14, 2006 City Council meeting in the amount of \$544,277.50. Subsequent Council-approved change orders relating to environmental remediation bring the total in construction expenditures on this project to \$1,193,938.30.

RECOMMENDED ACTION: Approval of the final balancing change order and final pay estimate to Anglin Civil Constructors, Ltd. for the Haggerty Regional Stormwater Detention Basin project in the amount of \$93,796.95.

Table with 5 columns (1, 2, Y, N) and 4 rows (Mayor Landry, Mayor Pro Tem Capello, Council Member Gatt, Council Member Margolis)

Table with 5 columns (1, 2, Y, N) and 3 rows (Council Member Mutch, Council Member Nagy, Council Member Paul)

October 15, 2007

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

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

Marina Neumaier
Assistant Finance Director
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

**Re: Haggerty Regional Detention Basin
Jack Anglin Civil Contractors – Closing Documents
Our File No. 55142 NOV**

Dear Ms. Neumaier:

At your request, our office has reviewed the following documents in connection with the contract for the above-referenced matter:

- Final Pay Estimate No. 10 and Final Balancing Change Order No. 3.
- Maintenance and Guarantee Bond.
- Sworn Statement by Contractor.
- Consent of Surety.

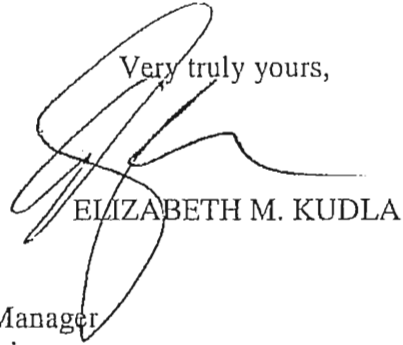
It appears the City Engineer has signed both Final Pay Estimated No. 10 and Final Balance Change Order No. 3 confirming the amount to be paid to the Contractor. The closing documents for this project appear to be in order except for the following minor modifications:

1. The amount of the Maintenance and Guarantee Bond does not appear to be consistent with the cost of the improvements as indicated in the Final Pay Estimate. The Maintenance Guarantee Bond is in an amount of \$484,685.80. The final cost of the improvements per the contract appears to be in the amount of \$1,193,938.00. The City Engineer should confirm whether the cost of the Maintenance and Guarantee Bond should be increased.

2. Waivers of Lien have not been provided by subcontractors. Though the Sworn Statement indicates subcontractors have all been paid, waivers of lien generally confirm the Sworn Statement.

If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Elizabeth M. Kudla', is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

ELIZABETH M. KUDLA

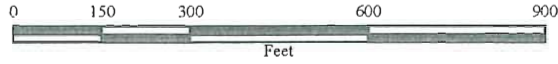
EMK

C: Clay Pearson, City Manager
Rob Hayes, City Engineer
Kathy Smith-Roy, Finance Director
Thomas R. Schultz, Esquire

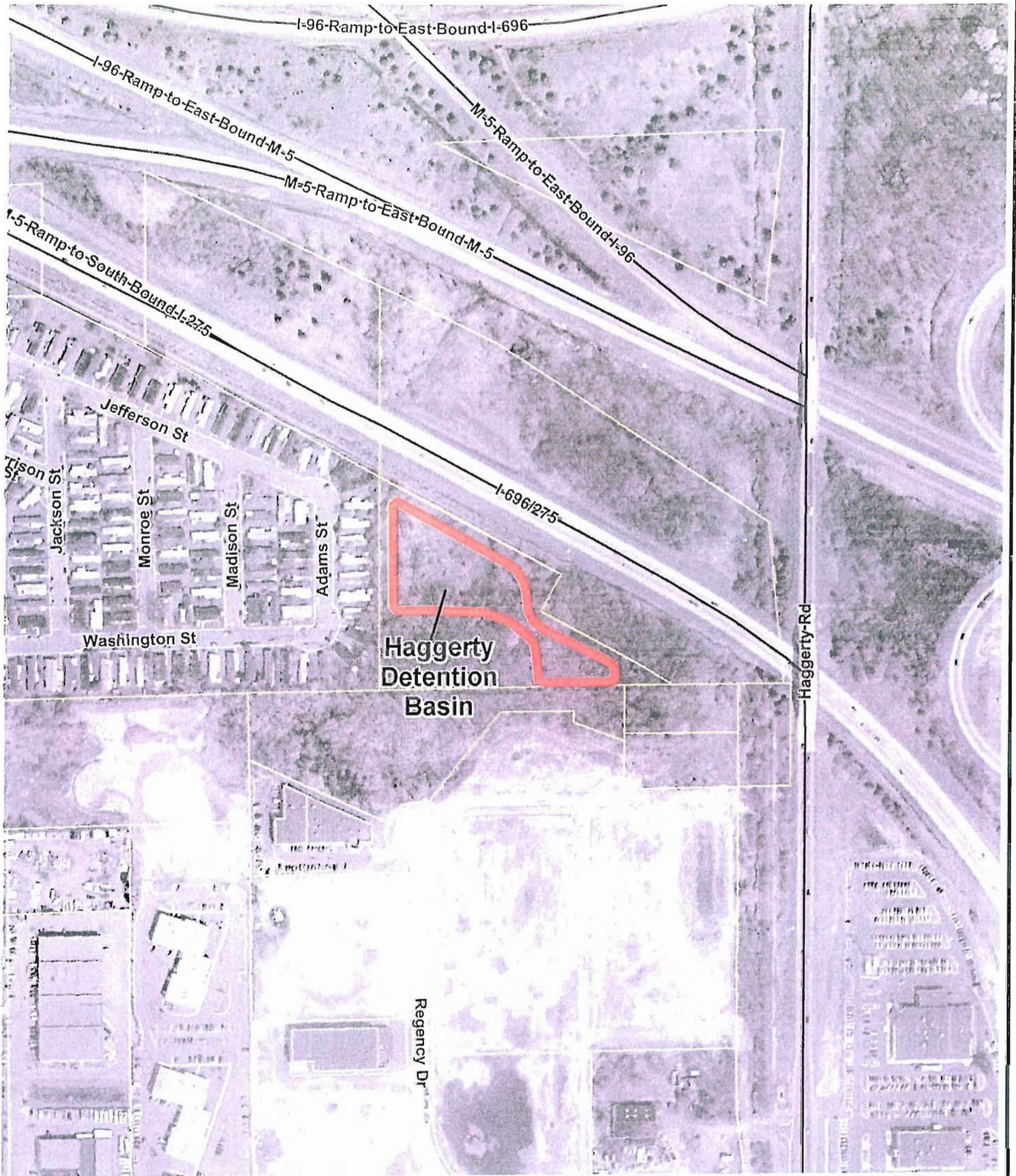


CITY OF NOVI
ENGINEERING DEPARTMENT

Haggerty Detention Basin



AERIAL PHOTO ACQUIRED IN 2002
MAP PREPARED BY THE CITY OF NOVI GIS OFFICE
MAP PRINT DATE: JULY 19, 2005





Consulting Engineers • Land Surveyors
• Environmental Services •

8615 Richardson Rd.
Suite 100
Commerce Township, MI 48390
(248) 363-2550
Fax (248) 363-1646

October 1, 2007

Mr. Rob Hayes, P.E., City Engineer
City of Novi
45175 West Ten Mile Rd.
Novi, Michigan 48375

Re: Haggerty Regional Detention Basin
JCK Job No. 10-09543-00
Final Pay Estimate No. 10 and Balancing Change Order No. 3

Dear Mr. Hayes:

Transmitted herewith is one copy of Final Pay Estimate No. 10 and Balancing Change Order No. 3 for the work performed on the above mentioned project.

Since all work has been completed by Jack Anglin Civil Constructors in substantial compliance with the plans and specifications, acceptance by the City of Novi and final payment to the Contractor is respectfully recommended in the amount of \$93,796.95.

1. Final Pay Estimate No. 10 and Balancing Change Order No. 3 must be approved by the City of Novi.
2. A sworn, notarized affidavit that all costs incurred by the Contractor in conjunction with the performance of the Contract have been paid should be executed and submitted by the Contractor.
3. Seven (7) copies of the required Maintenance Bond must be on file with the City of Novi.
4. Written approval of the final payment to the Contractor must be received from the project surety.
5. All final documents must be reviewed and approved by the City Attorney.

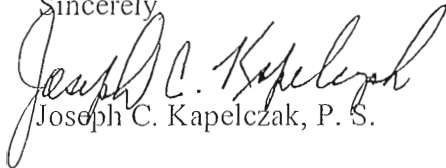
The acceptance by the Contractor of the last payment based on the Final Pay Estimate shall operate as and shall be a release to the Owner and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, its officers, employees and representatives relating to or affecting the work.

Mr. Rob Hayes
October 1, 2007
Page 2

Please forward one copy of the approved Final Pay Estimate No. 10 and Balancing Change Order No. 3, along with copies of all other final paperwork, to our office. The originals should be sent to the City Financial Director's Office.

If you have any questions, please contact our office.

Sincerely,



Joseph C. Kapelczak, P. S.

enc.

cc: Maryanne Cornelius, City Clerk
Robert Hayes, City Engineer
Jeff Hall, Finance Department
Aaron Staup, Construction Coordinator
Jack Anglin Civil Constructors

Project Name: Haggerty Regional Detention Basin		Original Contract Amount:		\$ 544,277.50					
Project No: 10-09543-00		Current Contract Amount:		\$ 1,219,681.00					
		Final Contract Amount:		\$ 1,193,936.30					
		Retainage Paid:		\$ 55,763.75					
		Amount Due:		\$ 93,796.95					
Contractor: Jack B. Anglin Civil Constructors		Final Pay Estimate No. 10 dated October 1, 2007							
Owner: City of Novi									
Item No	Item of Work	Unit	Original Quantity	Adjusted Quantity	Unit Price	Quantity This Period	\$ Amount	Quantity To Date	Earned Amount To Date
1	Clearing & Grubbing	Acres	5	5	\$ 8,000.00	0.60	\$ 4,800.00	5	\$ 40,000.00
2	Detention Basin Earthwork Complete	LS	1	1	\$ 240,000.00	0	\$ -	1	\$ 240,000.00
3	Silt Fence	LF	3,650	3,480	1.25	0	\$ -	3,480	\$ 4,350.00
4	Tree Protection Fence	LF	1,650	1,750	1.50	0	\$ -	1,750	\$ 2,625.00
5	24" RCP C-76 CLIV	LF	82	76	\$ 38.00	16	\$ 608.00	76	\$ 2,888.00
6	24" RCP C-76 CLIV Bore & Jack	Each	82	62	\$ 250.00	0	\$ -	62	\$ 15,500.00
7	24" RCP End Section w/Bar Grate	LF	4	4	\$ 700.00	2	\$ 1,400.00	4	\$ 2,800.00
8	54" C-76 CLIV RCP	LF	212	167	\$ 100.00	0	\$ -	167	\$ 16,700.00
9	54" RCP End Section w/ Bar Grate	LF	2	2	\$ 2,500.00	0	\$ -	2	\$ 5,000.00
10	30" C-76 CLIV RCP	Each	85	87	\$ 48.00	0	\$ -	87	\$ 4,176.00
11	30" RCP End Section w/Bar Grate	Each	1	1	\$ 1,000.00	0	\$ -	1	\$ 1,000.00
12	12" C-76 CLIV RCP	LF	190	154	\$ 24.00	0	\$ -	154	\$ 3,696.00
13	12" RCP End Section	Each	2	2	\$ 400.00	0	\$ -	2	\$ 800.00
14	36" C-76 CLIV RCP	LF	190	152	\$ 60.00	0	\$ -	152	\$ 9,120.00
15	36" RCP End Section w/ Bar Grate	Each	2	2	\$ 1,500.00	0	\$ -	2	\$ 3,000.00
16	Diversion Wier Structure	Each	1	1	\$ 21,000.00	0	\$ -	1	\$ 21,000.00
17	Rip Rap	SY	780	780	\$ 10.00	174	\$ 1,740.00	780	\$ 7,800.00
18	Topsoil, Seed, Fertilizer & Mulch	Acres	2.75	1.45	\$ 5,500.00	0	\$ -	1.45	\$ 7,975.00
19	6" Wetland Soil (Salvage)	Acres	2.25	2.25	\$ 8,000.00	0	\$ -	2.25	\$ 18,000.00
20	Erosion Control Blanket	SY	12,100	13,729	\$ 1.40	0	\$ -	13,729	\$ 19,220.60
21	Wetland Plantings Type A	Acres	0.25	0.25	\$ 3,000.00	0	\$ -	0.25	\$ 750.00
22	Wetland Plantings Type B	Acres	1.75	1.75	\$ 4,000.00	0	\$ -	1.75	\$ 7,000.00
23	Wetland Plantings Type C	Acres	0.38	0.38	\$ 24,000.00	0	\$ -	0.38	\$ 9,120.00
24	Buff & Upland Plantings Type D	Acres	1.15	0.92	\$ 8,700.00	-0.23	\$ (2,001.00)	0.92	\$ 8,004.00
25	Pre-Construction Audio Visual	LS	1	1	\$ 1,000.00	0	\$ -	1	\$ 1,000.00
26	Outlet Detail 1	LS	1	1	\$ 3,000.00	0	\$ -	1	\$ 3,000.00
27	Outlet Detail 2	LS	1	1	\$ 4,500.00	0	\$ -	1	\$ 4,500.00
28	Outlet Detail 3	LS	1	1	\$ 22,000.00	0	\$ -	1	\$ 22,000.00
29	Drain Cleanout/Channel Excavation	LF	1,084	1,084	\$ 11.00	89	\$ 979.00	1,084	\$ 11,924.00
30	4' Chain Link Fence	LF	1,840	1,840	\$ 6.00	1,840	\$ 11,040.00	1,840	\$ 11,040.00
31	16' Wide Access Gate	Each	1	1	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
32	3" Topsoil, Seed, Mulch & Erosion Control Blanket	SY	2,400	2,511	\$ 4.20	111	\$ 466.20	2,511	\$ 10,546.20
33	CheckDam	Each	3	0	\$ 500.00	0	\$ -	0	\$ -
34	Ditch Sedimentation Trap	Each	1	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00
35	MDOT Permit Cash Allowance	LS	1	0	\$ 5,000.00	0	\$ -	0	\$ -
	Change Order No. 1								
1	Remediate Contaminated Soils	Ton	23,715	23,715	\$ 24.50	0	\$ -	23,715	\$ 581,017.50
2	Wall Protection Allowance	LS	1	1	\$ 30,000.00	0.50	\$ 15,000.00	1	\$ 30,000.00
	Change Order No. 2								
3	Remediate Contaminated Soils	Ton	2,628	2,628	\$ 24.50	0	\$ -	2,628	\$ 64,386.00

Prepared by:	<i>Jan Kapelczak</i>	Date:	10/1/2007	Total Amount Earned:	\$ 1,193,938.30
Checked & Signed by:	<i>Joseph C. Kapelczak</i>	Date:	10/1/2007	Less Amount Reserved:	\$ -
Checked & Approved by:	<i>Joseph C. Kapelczak</i>	Date:	10/4/07	Gross Estimate:	\$ 1,195,939.30
Approved for Payment by:	<i>Robert Hayes</i>	Date:	10/1/07	Less Deductions:	\$ -
				Less Previous Estimates:	\$ 1,100,141.35
				Total Amount Due:	\$ 93,796.95

Joseph C. Kapelczak, City of Novi Engineering Coordinator

Robert Hayes, City of Novi Engineer

Project Name: Haggerty Regional Detention Basin

Balancing Change Order No. 3

Project No: 10-09543-00

October 1, 2007

Contractor: Jack Anglin Civil Contractors

Original Contract Amount: \$544,277.50

Owner: City of Novi

Current Contract Amount: \$1,219,681.00

Final Contract Amount: \$1,193,938.30

ITEM NO.	ITEM OF WORK	UNIT	UNIT PRICE	QUANTITY		AMOUNT	
				INCREASE	DECREASE	INCREASE	DECREASE
3	Silt Fence	LF	\$1.25		170.00		\$212.50
4	Tree Protection Fence	LF	\$1.50	100.00		\$150.00	
5	24" RCP C-76 CLIV Rep	LF	\$38.00		6.00		\$228.00
6	24" C-76 CLIV RCP Bore & Jack	Each	\$250.00		20.00		\$5,000.00
8	54" C-76 CLIV RCP	Each	\$100.00		45.00		\$4,500.00
10	30" C-76 CLIV RCP	Each	\$48.00	2.00		\$96.00	
12	12" C-76 CLIV RCP	LF	\$24.00		36.00		\$864.00
14	36" C-76 CLIV RCP	LF	\$60.00		38.00		\$2,280.00
18	Topsoil, Seed, Fertilizer & Mulch	Acres	\$5,500.00		1.30		\$7,150.00
20	Erosion Control Blanket	SY	\$1.40	1,629.00		\$2,280.60	
24	Buff & Upland Plantings - Type D	Acres	\$8,700.00		0.23		\$2,001.00
32	3" Topsoil, Seed, Mulch, and Erosion Control Blanket	SY	\$4.20	111.00		\$466.20	
33	Check Dam	Each	\$500.00		3.00		\$1,500.00
35	MDOT Permit Cash Allowance	LS	\$5,000.00		1.00		\$5,000.00

Prepared By: <i>Lori Kapelczyk Gil</i>	Date: <i>10/1/07</i>	Amt. Increase:	\$2,992.80
Checked & Approved By: <i>Joseph C. Kapelczyk</i>	Date: <i>10/4/07</i>	Amt. Decrease:	\$28,735.50
Joseph C. Kapelczyk, P. S.		Net Change:	-\$25,742.70
Approved By: <i>R. Hayes</i>	Date: <i>10/11/07</i>	Final Contract Amount:	\$1,193,938.30
Robert Hayes, P.E., City of Novi Engineer			
I have examined the above prices which are to be added to, or deducted from the total bid as submitted in our contract proposal.			
The prices are satisfactory and our total contract price, including any previous change orders, shall be revised as shown.			
Signed & Accepted By: <i>J. Anglin</i>	Date: <i>10/10/07</i>		
Jack Anglin Civil Contractors			



AIA[®]

Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Haggerty Regional Detention Basin ReBid	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Novi City Clerk 45175 West 10 Mile Road Novi, MI 48375	CONTRACT DATED: December 20, 2004	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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

Federal Insurance Company
15 Mountain View Road, Warren, NJ 07059

, SURETY,

on bond of
(Insert name and address of Contractor)

Jack Anglin Civil Constructors, LTD.
42750 Grand River Ave., Novi, MI 48375

, CONTRACTOR,

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

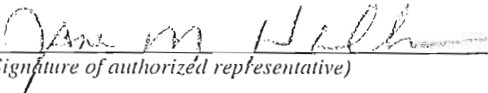
City of Novi City Clerk
45175 West 10 Mile Road, Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 21, 2006
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)


(Signature of authorized representative)

Jane M. Haller, Attorney-in-fact
(Printed name and title)

Attest:
(Seal): 



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jane M. Haller, Donn Johnson, Ila Konja, H.T.Monroe and Karen Roselle of Bloomfield Hills, Michigan - - - - -

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

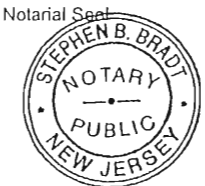
In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of May, 2005

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

John P. Smith
John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 20th day of May, 2005 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Stephen B. Bradt
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this June 21, 2005



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Sworn Statement by Contractor

State of Michigan
County of: Oakland

Anglin Civil Constructors, Ltd.
42750 Grand River Ave.
Novi, Michigan 48375

Project Name: Haggerty Regional Detention Basin

Doug Anglin II being duly sworn, deposes and says that they are the original contractor responsible for fulfilling the work as described in contract documents with the following described project, vis:

That the following is a statement of the number and names of every sub-contractor and laborer in the employ of Anglin Civil Constructors, Ltd. in connection with said structure and of every person furnishing materials therefore that the amounts due or to become due to such sub-contractors, laborers and persons for work done and materials furnished at the date hereof, is correctly and fully set forth opposite their names, respectively, in said statement, to-wit:

Contractors Name	Amt Paid to Date	Current Amt Due	Amt to Become Due
HHH Transport	Paid In Full	-0-	-0-
MDS Excavating	Paid In Full	-0-	-0-
Roy Robinson	Paid In Full	-0-	-0-
Security Fence	Paid In Full	-0-	-0-
G. H. Ross Cont.	Paid In Full	-0-	-0-
Carleton Farms	Paid In Full	-0-	-0-
All labor wages and fringes, payroll taxes paid in full.			

Deponent further says that they have not employed, or procured material from or sub-contracted with, any person or persons other than those above mentioned, and owes no monies for labor or material for the work as described in bid specifications of said contract other than the sums above set forth.

L. Doug Anglin II, President
Print Name and Title

[Signature] 10/10/07
Signature/Date

Subscribed and sworn before me on this date: 10-10-07
Notary Public: [Signature]
County of: Oakland
My commission expires: _____
Signed: [Signature]

SUZANNE E. ANGLIN
 Notary Public, Oakland County, MI
 My Commission Expires Apr. 28, 2008

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jack Anglin Civil Constructors, LTD hereinafter called the "Principal", and Federal Insurance Company,
15 Mountain View Road, Warren, NJ 07059

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 Four Hundred Eighty-four Thousand Six Hundred Eighty-five & 80/100----- Dollars (\$ 484,685.80) 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 December, 2004, for the construction of

Job No. 10-02688-01 (fill-in Project Name)
Haggerty Regional Detention Basin

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(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 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 9th day of October, 2007.

In the Presence of:

WITNESS

(fill-in name of construction contractor)

Jack Anglin Civil Constructors, LTD
Principal

By:

Title

Federal Insurance Company

Surety

By:

Title

15 Mountain View Road

Address of Surety

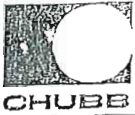
Warren, NJ 07059

City

Zip Code

8196-70-93

Bond No.



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jane M. Haller, Donn Johnson, Ila Konja, H.T. Monroe and Karen Roselle of Bloomfield Hills, Michigan

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of May, 2005

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 20th day of May, 2005

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me

known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this October 9, 2007



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com