

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL



P.O. Box 30212
LANSING, MICHIGAN 48909

BILL SCHUETTE
ATTORNEY GENERAL

October 2, 2014

Mr. John Tsahas
Icarus Industrial Painting & Coating
415 Westchester Lane
Valparaiso, IN 46385

Mr. Kevin Mayfield
North American Specialty Insurance Co.
475 N. Martingale Rd., Suite 850
Schaumburg, IL 60173

Mr. Thomas O. Chambers
Shorewest Surety Services, Inc.
2626 49th Dr.
Franksville, WI 53126

RE: MDOT Project No. 19022-45639
Warranty Bond No. 2107174

To Whom it May Concern:

Please consider this letter as notice of Icarus Industrial Painting & Coating's default, effective today, of its pass-through warranty contract on MDOT Project No. 19022-45639. The warranty work is secured by a \$500,000.00 bond (No. 2107174) written by North American Specialty Insurance Co.

Icarus's pass-through contract with MDOT required Icarus to warrant its bridge-painting work for a two-year period following acceptance. Before the warranty period expired, a final inspection revealed the need for corrective work. Despite notifications that corrective work was needed, Icarus has not performed.

Section 108.11 of MDOT's 2003 Standard Specifications for Construction allows Icarus or its surety 10 days to cure this defect. If the defect remains uncured after 10 days, MDOT may elect to perform corrective work itself or through a

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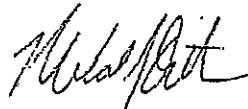
OCT 03 2014

MDOT-LTSC

replacement contractor. All expenses incurred by MDOT in doing so will be billed to Icarus and/or its surety.

Please do not hesitate to contact me with any questions or concerns. I look forward to amicably resolving this matter.

Sincerely yours,



Michael J. Dittenber
Assistant Attorney General
Transportation Division
(517) 373-1470

c: Greg Losch (MDOT, Lansing TSC) ✓



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

July 9, 2013

Mr. Jeff Mertz
D.J. McQuestion & Sons, Inc.
17708 18 Mile Road
LeRoy, Michigan 49655

RE: Project 19022-45639: S02-3(EB I-96) and S02-4(WB I-96) over M-43.
Final Warranty Inspection (SWAD #3415) – Warranty on Bridge Coating

Dear Mr. Mertz:

This letter is to inform you that a final warranty inspection was conducted by HNTB on behalf of the Lansing TSC on the subject project. As shown on the attached inspection report, visible rust and other deficiencies were found in several locations on each structure during this inspection. This will require warranty corrective work in accordance with the contract warranty provision.

Please review the special provision for Warranty on Bridge Coating as you will need to secure a MDOT right-of-way permit (form 2205) from the Lansing TSC prior to the start of the corrective work. In addition, please provide details of the proposed corrective work, schedule, and other requirements per the corrective work and permit section of the special provision.

Please forward this information to your surety company and feel free to contact me with any questions.

Sincerely,

Gregory M. Losch, P.E., Construction Engineer
Lansing Transportation Service Center

Enclosures

cc: C. Page
S. Palmer
G. Perry
Project File 45639

July 8, 2013

HNTB

Mr. Greg Losch, P.E.
Delivery Engineer
MDOT - Lansing TSC
2700 Port Lansing Road
Lansing, MI 48906

RE: SWAD ID 3415 Final Inspection

Dear Greg,

The final warranty inspection was recently completed on the following project(s) which was administered by the Lansing TSC.

- SWAD ID 3415 (Contract ID 19022-45639). The project is located on S02-3 and S02-4 of 23152, I-96 over M-43. The warranty is Performance Warranty on Bridge Coating. The Warranty Contractor is Icarus Industrial Painting & Contracting. The Prime Contractor is D.J. McQuestion & Sons, Inc.

Attached to this correspondence you will find MDOT Form 1802, Bridge Coating Warranty. As indicated on the form, visible rust and other deficiencies were noted in several locations on each structure.

Warranty work is required.

The Warranty Expiration Date is October 18, 2013. Feel free to contact me at any time if you have questions or concerns regarding this warranty inspection.

Very truly yours,

HNTB MICHIGAN, INC.



Jeff Bigelow, PE
Resident Engineer

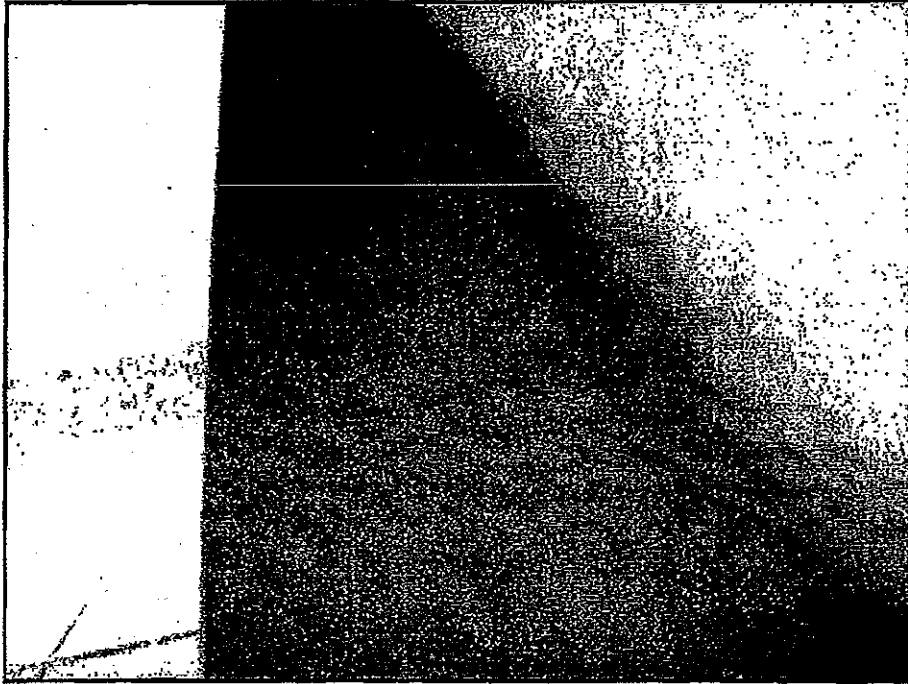
CC: Greg Perry, MDOT

**Warranty Inspection
Warranty on Bridge Coating**

Final Inspection

**SWAD ID: 3415
Contract ID: 19022 - 45639**

**Description:
S02-3(EB I-96) and S02-4(WB I-96) over M-43**



S02-4, Span 3W, Beam 2S. Visible rust.

SWAD # 3415
I-96/M-43
Eaton County

HNTB

June 19, 2013

BRIDGE COATING WARRANTY INSPECTION FORM

DISTRIBUTION: Original - TSC. **COPIES:** Region Office; C & T - Bridge Construction; C & T - Coaling System; Contractor; Surety Company, Resident/Project/Delivery Engineer; Contract Services Division - Construction Contract Section.

CONTROL SECTION	JOB NO.	DATE	INSPECTED BY
19022	45639A	7/1/2013	Reid Hackworth (HNTB)
STRUCTURE NO.	LOCATION	REVIEWED BY	
S02-3 and S02-4 of 23152	EB and WB I-96 over M-43	Jeff Bigelow (HNTB)	
COATING SYSTEM USED (MANUFACTURER)		RESIDENT/PROJECT/DELIVERY ENGINEER	
		Jeremy McDonald	
CONTRACTOR NAME		SUBCONTRACTOR	
Icarus		N/A	
WARRANTY DURATION		WARRANTY EXPIRATION DATE	
10/18/2013 - 10/18/2013		10/18/2013	
1. Visible rust or rust breakthrough, paint blistering, peeling, scaling, or unremoved slivers.		REMARKS/DESCRIPTION	
<p>SATISFACTORY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		Multiple areas of rust breakthrough were noted, areas where slivers were not completely removed were also noted throughout structure.	
2. Coating applied over dirt, debris, blasting or rust products not removed during blast cleaning.		REMARKS/DESCRIPTION	
<p>SATISFACTORY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		Blasting product / dirt noted on beams. Also top coat of paint was applied over concrete on Span 3W Beam 1S.	
3. Incomplete coating or coating thickness less than the minimums specified in the coating specifications.		REMARKS/DESCRIPTION	
<p>SATISFACTORY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		Areas noted to not have minimum thickness and intermediate coat was visible.	
4. Damage to the coating system caused by the contractor while removing scaffolding or performing other work.		REMARKS/DESCRIPTION	
<p>SATISFACTORY: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>			
IS WARRANTY REPAIR WORK REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

October 3, 2012

Mr. Thomas D. Peplinski, P.E.
D.J. McQuestion & Sons, Inc.
17708 18 Mile Road
LeRoy, Michigan 49655

Subject: Project 19022 - 45639; S16 of 19043 (I-69 SB over I-96); S19 of 19043 (EB Turning Roadway over I-96) and S14 of 23152 (Eaton Highway over I-69 to EB I-96), in Clinton and Eaton Counties.

Final Warranty Inspection (SWAD #3414) – Performance Warranty on Bridge Coating.

Dear Mr. Peplinski:

This letter is to inform you that a final warranty inspection was conducted by HNTB on behalf of the Lansing TSC on the subject project. As shown on the attached inspection report, visible rust and apparent damage to the coating system caused by the contractor were found during this inspection. It will require warranty corrective work in accordance with the contract warranty provision.

Please review the special provision for Warranty on Bridge Coating as you will need to secure a MDOT right-of way permit (form 2205) from the Lansing TSC prior to the start of the corrective work. In addition, please provide details of the proposed corrective work, schedule, and other requirements per the corrective work and permit section of the special provision.

Please forward this information to your surety company and feel free to contact me with any questions.

Sincerely,

Gregory M. Losch, P.E., Construction Engineer
Lansing Transportation Service Center

Enclosures

cc: S. Palmer
C. Page
R. Jenkins
Project File 45639

HNTB Corporation
THE HNTB COMPANIES
Engineers Architects Planners

5495 Ann Arbor Road, Suite 8
Jackson, MI 49201

Telephone (517) 764-3345
Facsimile (517) 764-3477
www.hntb.com

September 12, 2012

HNTB

Mr. Greg Losch, P.E.
Delivery Engineer
MDOT - Lansing TSC
3101 Technology Blvd, Suite H
Lansing, MI 48910

RE: SWAD ID: 3414 Final Inspection

Dear Greg,

The final warranty inspection was recently completed on the following project, which was administered by the Lansing TSC.

- SWAD ID 3414 (Contract ID 19022-45639): the project is located S16 of 19043 (I-69 SB over I-96); S19 of 19043 (EB Turning Roadway over I-96) and S14 of 23152 (Eaton Highway over I-69 to I-96 EB). The warranty is a Performance Warranty on Bridge Coating. The warranty contractor is Icarus Industrial Painting & Contracting (prime contractor D.J. McQuestion & Sons, Inc.).

Attached to this correspondence you will find MDOT Form 1802, Bridge Coating Warranty Inspection Form. As indicated on the form, visible rust was noted on all three structures. It is evident that coating thicknesses are less than the minimum at various locations and multiple locations indicate damage to the coating system due to the contractor's operations. Warranty work is required.

Feel free to contact me at any time if you have questions or concerns regarding this warranty inspection.

Very truly yours,

HNTB MICHIGAN, INC.



Jeff Bigelow, PE
Resident Engineer

CC: Rick Jenkins, MDOT

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SEP 25 2012

MDOT-LTSC

**Warranty Inspection
Warranty on Bridge Coating**

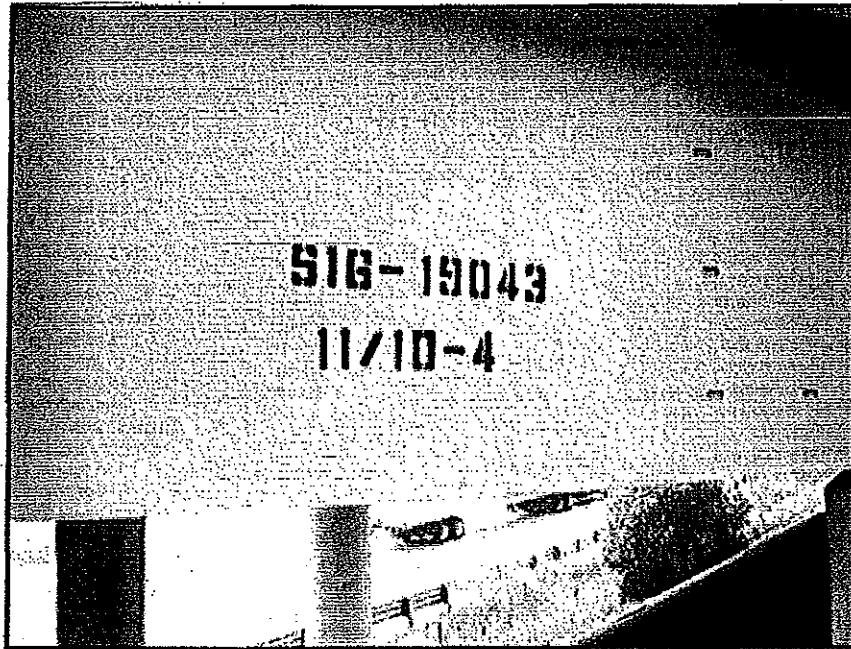
Final Inspection

**SWAD ID: 3414
Contract ID: 19043 - 45639**

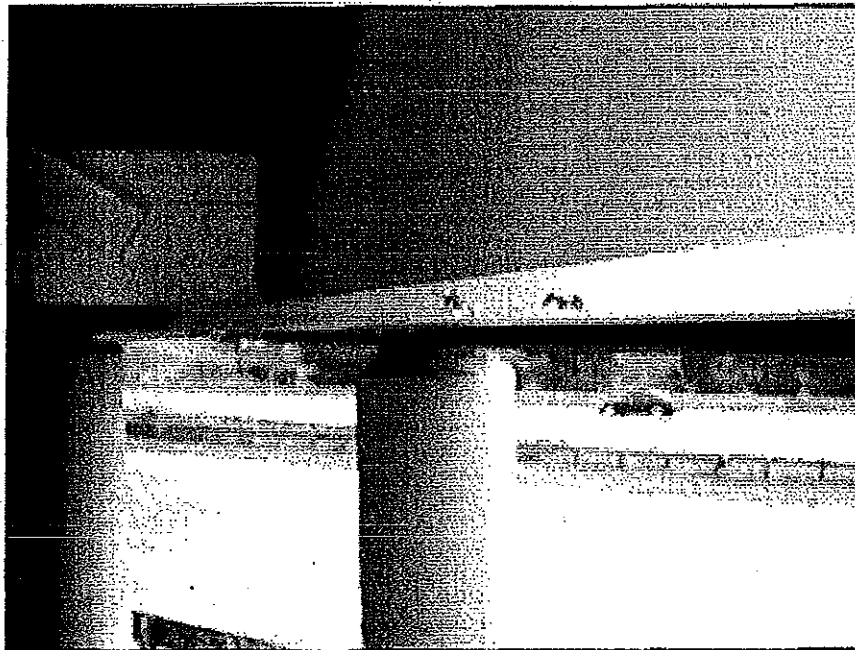
**Description:
I-96 from Wacousta Road to south of M-43, and on M-43
from Marketplace Blvd to east of Canal Road.**

**SWAD # 3414
I-96/I-69
Eaton & Clinton County**

HNTB
July 18, 2012



S16 of 19043, I-69 Southbound over I-96.

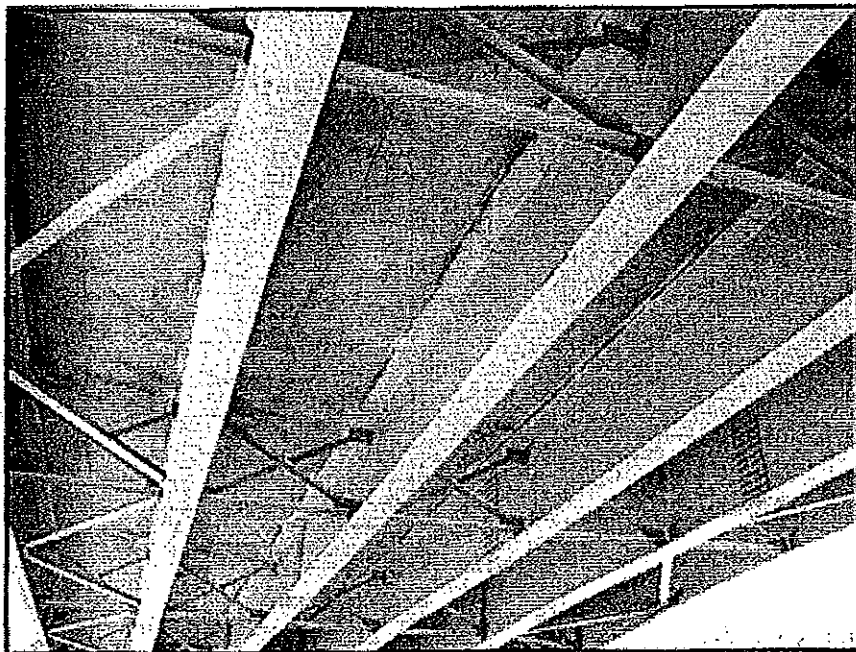
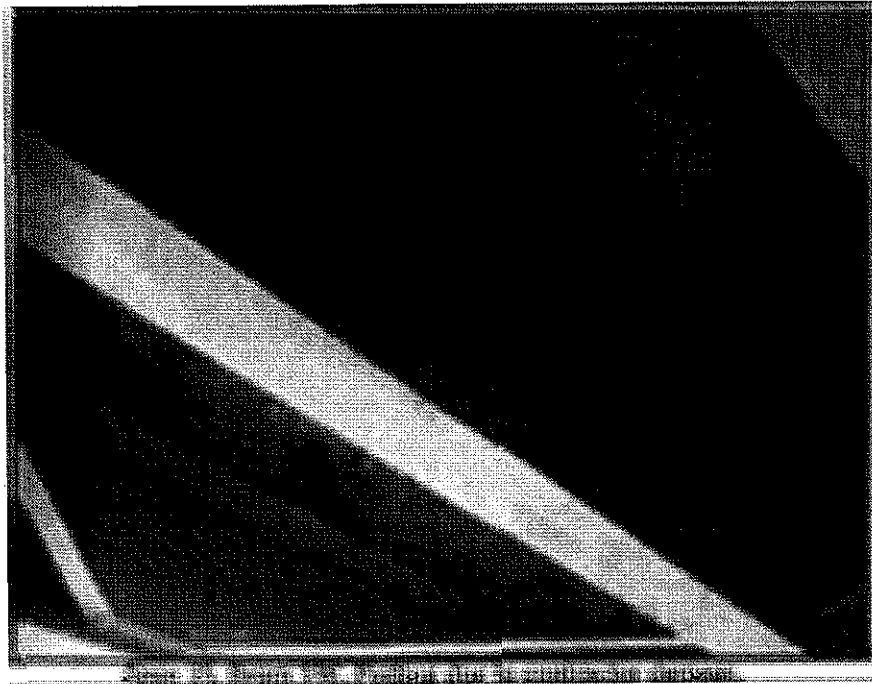


Span 1S, Beam 5W. Peeling due to contractor damage.

SWAD # 3414
I-96/I-69
Eaton & Clinton County

HNTB

July 18, 2012



Span 3S, visible rust and peeling, typical.

SWAD # 3414
I-96/I-69
Eaton & Clinton County

HNTB

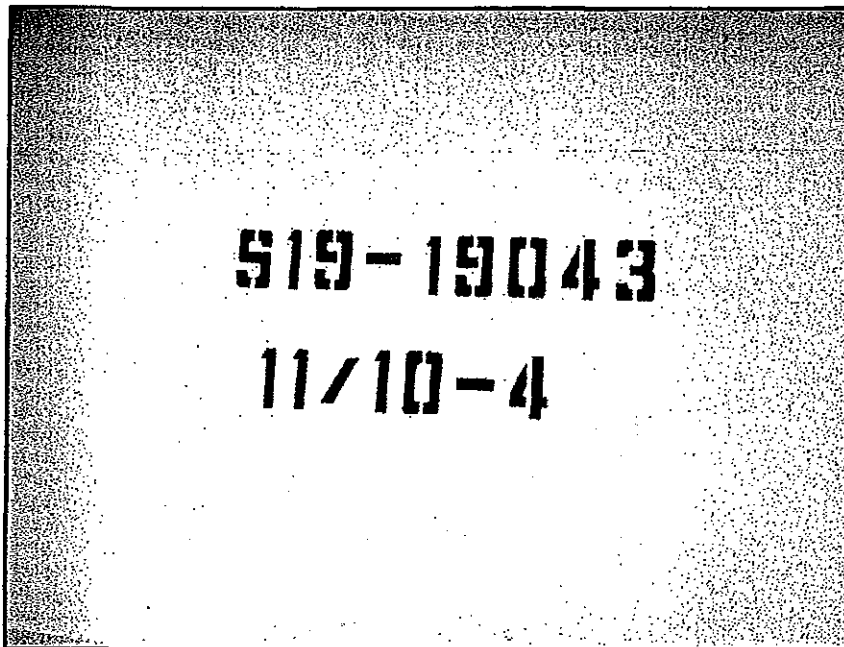
July 18, 2012



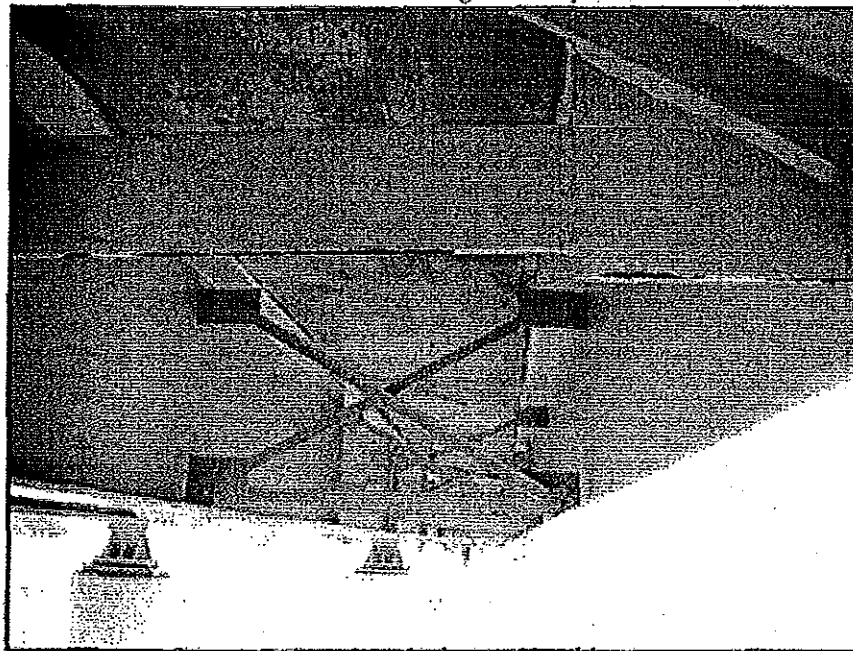
SWAD # 3414
I-96/I-69
Eaton & Clinton County

HNTB

July 18, 2012



S19 of 19043, EB Turning Roadway over I-96

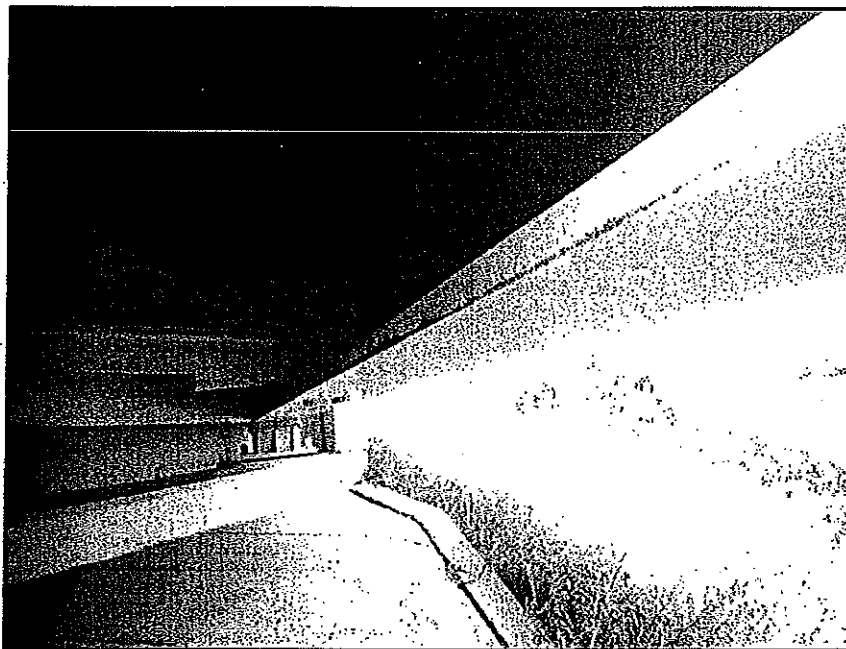


Span-1, Beam-1&2 Diaphragm. Visible rust.

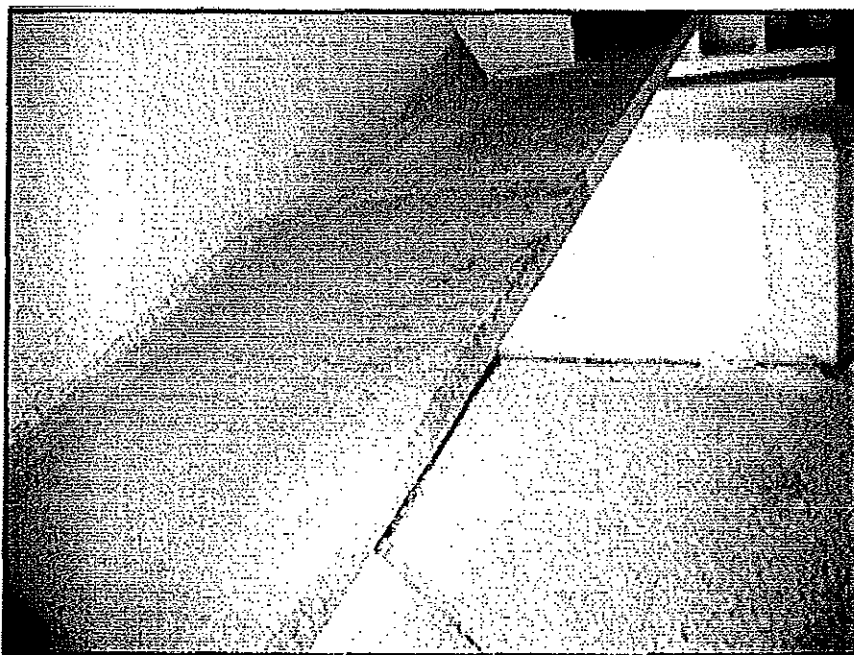
SWAD # 3414
I-96/I-69
Eaton & Clinton County

HNTB

July 18, 2012



Span 1, Beam 6, Visible rust.

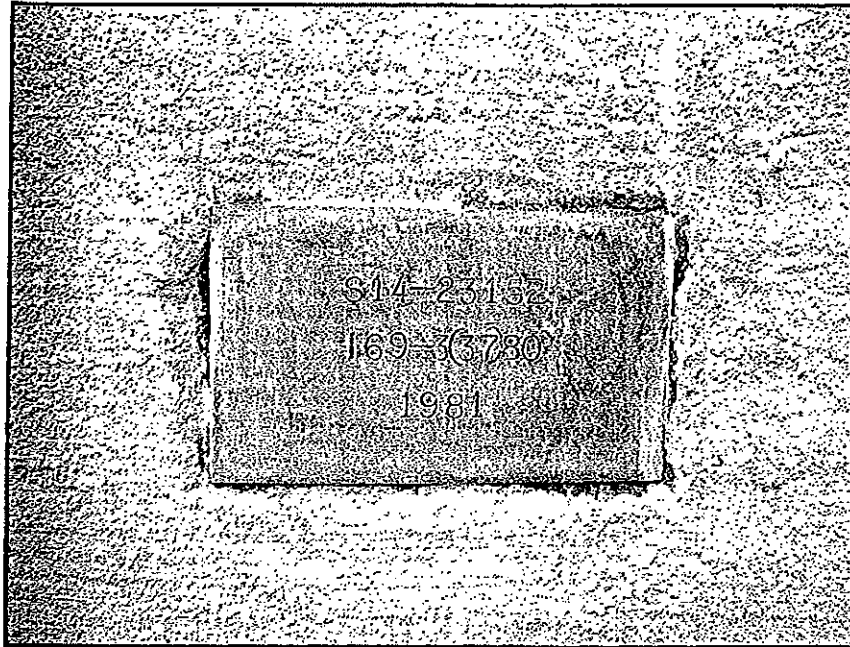


Span 4, Beam 5W. Incomplete blasting, paint applied over rust.

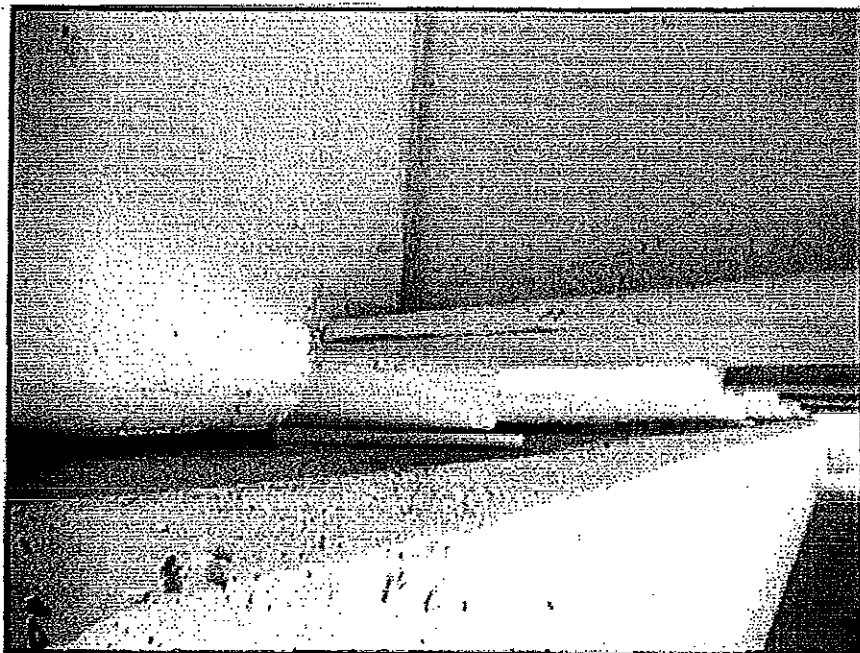
SWAD # 3414
I-96/I-69
Eaton & Clinton County

HNTB

July 18, 2012



S14 of 23152, Eaton Highway over I-69 to I-96 EB.

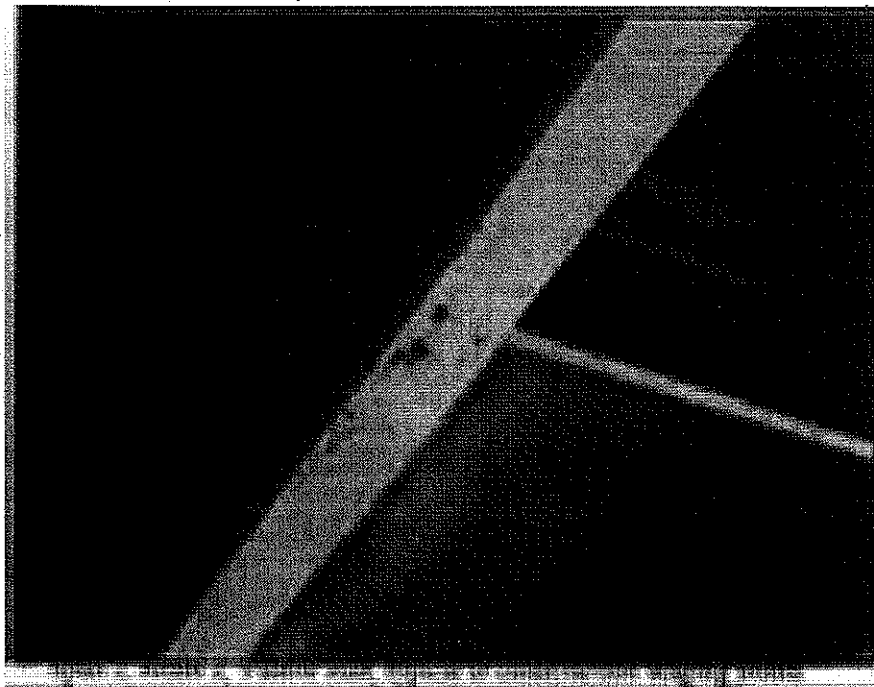
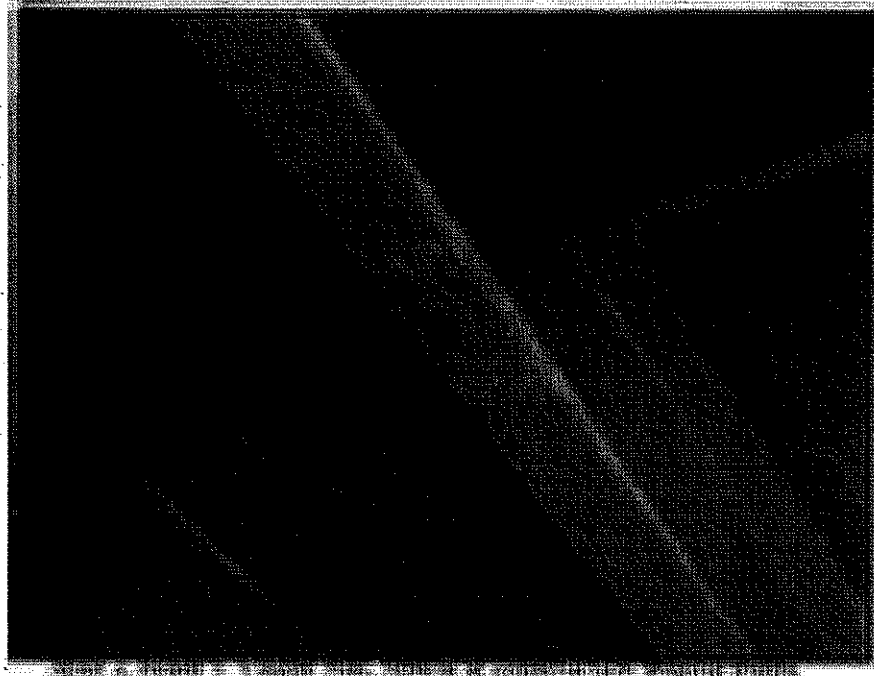


Span 1, Beam 2S. Coating applied over rust.

SWAD # 3414
I-96/I-69
Eaton & Clinton County

HNTB

July 18, 2012



SWAD # 3414
I-96/I-69
Eaton & Clinton County

HNTB

July 18, 2012



SWAD # 3414
I-96/I-69
Eaton & Clinton County

HNTB
July 18, 2012

BRIDGE COATING WARRANTY INSPECTION FORM

DISTRIBUTION: Original - TSC. **COPIES:** Region Office; C & T - Bridge Construction; C & T - Coating System; Contractor; Surety Company.
Resident/Project/Delivery Engineer; Contract Services Division - Construction Contract Section.

CONTROL SECTION	JOB NO.	DATE	INSPECTED BY
18022 (19043, 23152)	45639A	7/18/2012	Reid Hackworth
STRUCTURE NO.	LOCATION		REVIEWED BY
S18/S19 of 19043, S14 of 23152	I-69SB over I-96, EB Turning RDWY over I-96, Eaton Hw		Jeff Bigelow
COATING SYSTEM USED (MANUFACTURER)			RESIDENT/PROJECT/DELIVERY ENGINEER
			Jeremy McDonald
CONTRACTOR NAME			SUBCONTRACTOR
Icarus Industrial Painting & Construction			N/A
WARRANTY DURATION			WARRANTY EXPIRATION DATE
11/20/2010 - 11/20/2012			11/20/2012
1. Visible rust or rust breakthrough paint blistering, peeling, scaling, or unremoved silvers. <div style="text-align: right; margin-top: 10px;"> SATISFACTORY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </div>			REMARKS/DESCRIPTION Visible rust noted throughout all bridges. All bridges showed peeling, and unremoved silvers.
2. Coating applied over dirt, debris, blasting or rust products not removed during blast cleaning. <div style="text-align: right; margin-top: 10px;"> SATISFACTORY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </div>			REMARKS/DESCRIPTION Coating applied over areas that did not have rust and debris completely removed during cleaning. Also no blasting done where contractor used supports for equipment.
3. Incomplete coating or coating thickness less than the minimums specified in the coating specifications. <div style="text-align: right; margin-top: 10px;"> SATISFACTORY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </div>			REMARKS/DESCRIPTION Minimum coating thicknesses did not appear to be achieved. Areas noted where intermediate coat was visible through top coat at S14 of 23152 and at S19 of 19043. Also appears two different paint colors were used during different stages of construction.
4. Damage to the coating system caused by the contractor while removing scaffolding or performing other work. <div style="text-align: right; margin-top: 10px;"> SATISFACTORY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </div>			REMARKS/DESCRIPTION Multiple areas noted where paint was peeling or scaling due to contractor damage when taking down equipment.
IS WARRANTY REPAIR WORK REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

MICHIGAN
DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS

0908-801

WARRANTY BOND

Bond Number: 013-022-299

KNOWN ALL MEN BY THESE PRESENTS:

That we, D. J. McQuestion & Sons, Inc., (hereinafter called the
"Principal" and Liberty Mutual Insurance Company
(hereinafter called "Surety") a corporation duly organized under the laws of the State of: Massachusetts
and duly licensed to transact business in the State of Michigan, are held
and firmly bound unto the State of Michigan, Michigan Department of Transportation (hereinafter called
the "Obligee"), in the sum of

One Million Dollars And No Cents

\$1,000,000.00

dollars for the payment of which sum well and truly to be made, we, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee; under
Contract ID 19022-45639 and;

WHEREAS, the said Principal is required to guarantee the:

**Materials and Workmanship Pavement Warranty for New/Reconstructed Jointed Plain Concrete
Pavement**

Installed under said contract, against defects in materials or workmanship which may develop during
the period(s) of 5 years beginning the date(s) of the Acceptance Date of Construction by the Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal
shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make
good at its own expense any and all defects in materials or workmanship in the said work which may
develop during the period specified above or shall pay over, make good and reimburse to the said
Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said
Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and
effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written
statement of the particular facts showing such default and the date thereof shall be delivered to the
Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his
representative shall learn of such default and that no claim, suit or action by reason of any default of
the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the
warranty period as herein set forth.

Signed this 29th day of September, 2007

Contractor D. J. McQuestion & Sons, Inc.

By [Signature]
Surety Liberty Mutual Insurance Company

By [Signature]
JoAnn Bayne, Attorney-in-Fact

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.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DENNIS E. SCULLY, CARL VANDENBOSCH, KIMBERLY A. COLLIER, JOANN BAYNE, ALL OF THE CITY OF GRAND RAPIDS, STATE OF MICHIGAN

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 the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ **50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of March, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 13th day of March, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 29th day of September, 2009.



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.

MICHIGAN DEPARTMENT OF TRANSPORTATION
PASS-THROUGH
BRIDGE COATING SUPPLEMENTAL WARRANTY BOND

Bond Number: 2107174

Item: 0908-801

KNOWN ALL MEN BY THESE PRESENTS:

That we, Icarus Industrial Painting & Contracting Co., Inc. (hereinafter called the "Principal"), and North American Specialty Insurance Company (hereinafter called "Surety") a corporation duly organized under the laws of the State of New Hampshire and duly licensed to transact business in the State of Michigan, are held and firmly bound unto the Michigan Department of Transportation (hereinafter called the "Obligee"), in the sum of: Five Hundred Thousand Dollars And No Cents

dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Michigan Department of Transportation under Contract ID 19022-45639.

WHEREAS, the said Principal is required to guarantee the coating system installed under said contract, against defects which may develop during the period(s) of two (2) years beginning the date(s) of the Acceptance Date of Warranted Work by the Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, within thirty (30) days after the Obligee or his representative shall learn of such default and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the warranty period as herein set forth.

Signed this 23rd day of September, 20 09

Contractor Icarus Industrial Painting & Contracting Co., Inc.

By:

Surety

By

North American Specialty Insurance Company

Attorney-In-Fact

Thomas O. Chambers

PASS THROUGH WARRANTY CONTRACT

This contract ID number 19022-45639 (Contract) is executed on the date signed below by the Director of the Michigan Department of Transportation (Department) between the Warranty Contractor, Prime Contractor and the Department in conjunction with the execution of this contract ID number, 19022-45639 between the Department and the Prime Contractor.

Icarus Industrial Painting & Contracting Co., Inc. (Warranty Contractor)

D. J. McQuestion & Sons, Inc. (Prime Contractor)

The work included within this Warranty Contract is, (Warranted Work), described here:

Bridge Painting

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Department under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Department under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Department consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Department under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Department fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: Thomas D. Peplinski
D. J. McQuestion & Sons, Inc.

Title: Thomas D. Peplinski, Engineer

By: Kirk T. Steudle
Kirk T. Steudle, Director
Michigan Department of Transportation

By: Joe S. To
Icarus Industrial Painting & Contracting Co., Inc

Title:

Date: OCT 01 2009

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP and KIMBERLY S. RASCH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company

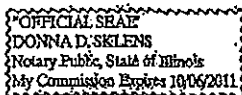
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page

ss:

On this 17th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23 day of September, 2009.

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company

PASS THROUGH WARRANTY CONTRACT

This contract ID number 19022-45639 (Contract) is executed on the date signed below by the Director of the Michigan Department of Transportation (Department) between the Warranty Contractor, Prime Contractor and the Department in conjunction with the execution of this contract ID number, 19022-45639 between the Department and the Prime Contractor.

Rieth-Riley Construction Co., Inc. (Warranty Contractor)

D. J. McQuestion & Sons, Inc. (Prime Contractor)

The work included within this Warranty Contract is, (Warranted Work), described here:

Materials & Workmanship Pavement Warranty for New/Reconstructed HMA Pavement

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Department under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Department under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Department consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Department under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Department fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: Thomas D. Peplinski
D. J. McQuestion & Sons, Inc.

Title: Thomas D. Peplinski, Engineer

By: Kirk T. Steudle
Kirk T. Steudle, Director
Michigan Department of Transportation

Date: OCT 01 2009

By: Thomas C. Han
Rieth-Riley Construction Co., Inc.

Title: ALBERT MANABAN

**MICHIGAN
DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS**

PASS THROUGH WARRANTY BOND

Bond Number: 105346763

KNOWN ALL MEN BY THESE PRESENTS:

That we, Rieth-Riley Construction Co., Inc. (hereinafter called the Principal), and

Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of: Connecticut
and duly licensed to transact business in the State of Michigan (hereinafter called "Surety"), are held
and firmly bound unto the State of Michigan, Michigan Department of Transportation (hereinafter called
the "Obligee"), in the sum of

One Million Dollars And No Cents

\$1,000,000.00

dollars for the payment of which sum well and truly to be made, we, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the State of Michigan,
Michigan Department of Transportation, under Contract ID 19022-45639, and;

WHEREAS, the said Principal is required to guarantee the:

Materials & Workmanship Pavement Warranty for New/Reconstructed HMA Pavement

installed under said contract, against defects in materials or workmanship which may develop during
the period of 5 years beginning the date of the Acceptance Date of Construction by the Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal
shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good
at its own expense any and all defects in materials or workmanship in the said work which may develop
during the period specified above or shall pay over, make good and reimburse to the said Obligee all
loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to
do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

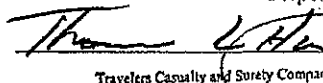
PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written
statement of the particular facts showing such default and the date thereof shall be delivered to the
Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his
representative shall learn of such default and that no claim, suit or action by reason of any default of the
Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the warranty
period as herein set forth.

Signed this 25 day of September, 2009.

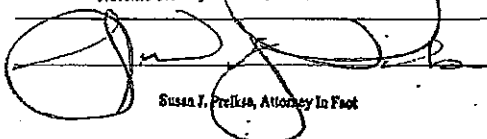
Contractor Rieth-Riley Construction Co., Inc.

Corporation

By
Surety


Travelers Casualty and Surety Company of America

By

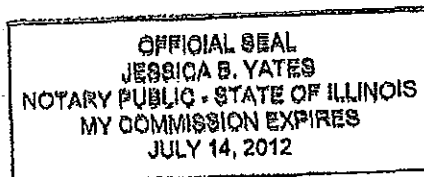
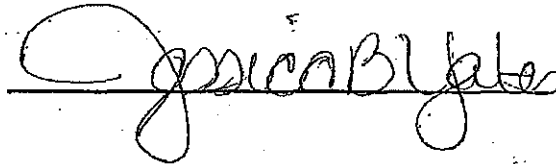

Susan J. Prekso, Attorney In Fact

NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF WILL

On this 25th day of September 2009, before me Jessica B. Yates a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came Susan J. Preiksa, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact of Travelers Casualty and Surety Company of America, of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:
7-14-12



TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 215800

Certificate No. 003200663

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas J. Joslin, Karen Daniel, Kathleen J. Malles, Linda Iser, Sandra Martinez, Susan A. Welsh, Susan J. Preiksa, Geoffrey E. Heekin, Marcia K. Cesafsky, Patricia M. Doyle, and Richard A. Moore Jr.

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October, 2007.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

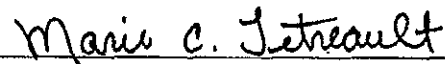
By: 

George W. Thompson, Senior Vice President

On this the 11th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.




 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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

25th day of September, 2009


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.