



# CITY of NOVI CITY COUNCIL

**Agenda Item C**  
**May 9, 2011**

**SUBJECT:** Approval of the final payment to MAS Electrical Services, Inc. for the Ten Mile Road Lighting Project (Fuerst Park) in the amount of \$2,935.

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

**CITY MANAGER APPROVAL:** *[Signature]* <sup>KZ</sup>

<b>EXPENDITURE REQUIRED</b>	<b>\$2,935</b>
<b>AMOUNT BUDGETED</b>	<b>\$323,000 (Fuerst Park Phase II budget)</b>
<b>LINE ITEM NUMBER</b>	<b>208-691.00-974.050</b>

**BACKGROUND INFORMATION:**

On September 13, 2010, the Novi City Council awarded a construction contract in the amount of \$29,345 for the installation of pedestrian lighting along the Ten Mile Road frontage of Fuerst Park to MAS Electrical Services, Inc. City staff administered and inspected the project that installed six overhead pedestrian light fixtures along the Ten Mile Road sidewalk, completing the pedestrian lighting between the Novi Library and Taft Road. MAS Electrical has submitted all documents verifying the final contract payment amount. There were no change orders issued for this project.

The work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$2,935 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (see Beth Kudla's April 15, 2011 letter, attached).

**RECOMMENDED ACTION:** Approval of the final payment to MAS Electrical Services, Inc. for the Ten Mile Road Lighting Project (Fuerst Park) in the amount of \$2,935.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

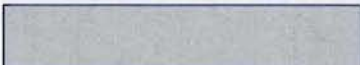
	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

# Fuerst Park

## Location Map




Map Author: Brian Coburn  
Date: 4/25/11

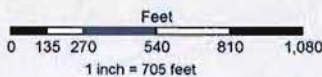


**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**Map Legend**

 Fuerst Park



**City of Novi**  
Engineering Division  
Department of Public Services  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org

April 15, 2011

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

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

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

**Re: Ten Mile Lighting Project – Fuerst Park and Library  
MAS Electrical Services, Inc. – Closing Documents  
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following closing documents for the Ten Mile Lighting Project:

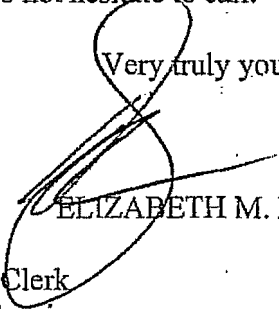
- Request for Final Payment
- Contractor's Sworn Statement
- Waivers of Lien
- Maintenance and Guarantee Bond

All issues set forth in our April 12, 2011 review report have been addressed. Subject to certification by City staff that the project has been completed in accordance with the contract requirements, the closing documents appear to be in order.

It is our understanding that MAS Electrical Services will provide its Full Unconditional Waiver of Lien at the time final payment is received.

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: Maryanne Cornelius, Clerk  
Thomas R. Schultz, Esquire  
Aaron Staup, Construction Engineering Coordinator

1623890\_1.doc

MAS Electrical Services, Inc.

32940 Capitol Ave.  
Livonia, MI 48150

69247

# Invoice

Date	Invoice #
1/24/2011	8360

<b>Bill To</b>
City Of Nov 45175 West 10 Mile Novi, MI 48375

<b>Ship To</b>
Fuerst Park Novi, MI 48375

<b>Ordered By</b>	<b>Terms</b>	<b>Date Due</b>	<b>Rep</b>	<b>Service Date</b>
	Net 30	2/23/2011		1/24/2011

Item	Description	Qty	Rate	Amount
Retainage	Retention Withheld		2,935.00	2,935.00

Thank you for your business.	<b>Total</b>	\$2,935.00
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Sales Tax is included in invoice amount.

<b>Phone #</b>	<b>Fax #</b>
734-425-0950	734-425-0943

REQUIRED BOND LANGUAGE

BOND NO. 1263722

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MAS Electrical Services, Inc.  
hereinafter called the "Principal", and West Bend Mutual Insurance Company  
8401 Greenway Blvd., Suite 1100, PO Box 620976, Middleton, WI 53562

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 Twenty-Nine Thousand  
Three Hundred Forty-Five and 00/100 Dollars (\$ 29,345.00 )  
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.

14th WHEREAS, the above named Principal was awarded a Contract by the Owner dated the  
day of Oct 2010, for the construction of

*(Fuerst Park Lighting)*

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-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

REQUIRED BOND LANGUAGE

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 14th day of October, 2010.

In the Presence of:

WITNESS

*[Handwritten signature]*

(fill-in name of construction contractor)

MAS Electrical Services, Inc.

Principal

*[Handwritten signature: Michael Sobel, President]*

Title

West Bend Mutual Insurance Company

*[Handwritten signature]*

Surety

*[Handwritten signature]*, Attorney in Fact

Title

PO Box 620976

Address of Surety

Middleton, WI 53562

Bond No. 1263722

Bond No.

City

Zip Code



No. 1263722

### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Johnson, Heather M

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: \$1,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

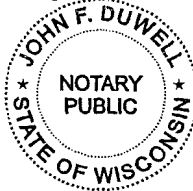
James J. Pauly  
Secretary



Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 14th day of October, 2010



Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

**Notice:** Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.





## FULL UNCONDITIONAL WAIVER

My/Our contract with: City of Novi

To provide: Materials and Labor for the improvement of the property

described as: Fuerst Park And Library has been fully paid and satisfied.

By signing this waiver, all my/our construction lien rights against the described property are waived and released.


If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from us or if we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from us, the owner, lessee, or designee may not rely upon it without contacting us, either in writing, by telephone or personally, to verify that it is authentic.

MAS Electrical Services, Inc.  
Company

32940 Capitol  
Address

Livonia, MI 48150  
Address

734.425.0950  
Telephone

BY:   
Signature of lien claimant

4/12/11  
Date of Signature

Donna T Ashborn, Manager

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



**ELECTRICAL SERVICES INC.**  
LICENSED ELECTRICAL CONTRACTOR

MAS Electrical Services, Inc. 92240 Capital Ave. • Livonia, Michigan 48150  
Ph: 734-425-8943 • Fax: 734-425-8943  
www.maselectricalservices.com

### FULL UNCONDITIONAL WAIVER

My/Our contract with: MAS Electrical Services

To provide: Materials for the improvement of the property

described as: City of Novi Forest Park has been fully paid and satisfied.

By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from us or if we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from us, the owner, lessee, or designee may not rely upon it without contacting us, either in writing, by telephone or personally, to verify that it is authentic.

Terry Sweeney & Company  
Company

25265 TRANS X  
Address  
NOVI, MI 48375  
Address

248/374-1111  
Telephone

BY: *Terry Sweeney*  
Signature of lien claimant

3/ 31 / 11  
Date Of Signature

Terry Sweeney, owner  
**DO NOT SIGN BLANK OR INCOMPLETE FORMS.**  
**RETAIN A COPY**



**ELECTRICAL SERVICES INC.**  
LICENSED ELECTRICAL CONTRACTOR

MAS Electrical Services, Inc. 37740 Capital Ave. • Livonia, Michigan 48150  
PE 734-425-0943 • Fax: 734-425-0943  
www.mas-electricalservices.com

### FULL UNCONDITIONAL WAIVER

My/Our contract with: MAS Electrical Services

To provide: Materials for the improvement of the property

described as: City of Novi Fuerst Park has been fully paid and satisfied.

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If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from us or if we are not required to provide one, and the owner, lessee or designee has not received this waiver directly from us, the owner, lessee, or designee may not rely upon it without contacting us, either in writing, by telephone or personally, to verify that it is authentic.

Allen Electric Supply  
Company

31750 Plymouth  
Address

Livonia, MI 48150  
Address

734-421-9300  
Telephone

BV: [Signature]  
Signature of lien claimant

3/31/11  
Date Of Signature

Cliff Lamberg, Accounting Manager

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



**ELECTRICAL SERVICES, INC.**  
LICENSED ELECTRICAL CONTRACTOR

MAS Electrical Services, Inc. 32540 Capital Ave. • Livonia, Michigan 48150  
Ph: 734-425-0743 • Fax: 734-425-1843  
www.mas-electricalservices.com

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McNaughton McKay  
Company

1357 E Lincoln  
Address

Madison Hgts. MI  
Address

248 398-7145  
Telephone

BY: Virginia Parratt  
Signature of lien claimant

3/31/11  
Date Of Signature

*Virginia Parratt, Accounting Manager*  
**DO NOT SIGN BLANK OR INCOMPLETE FORMS.**  
**RETAIN A COPY**