



CITY of NOVI CITY COUNCIL

Agenda Item C
January 23, 2012

SUBJECT: Approval of the final payment to MHM Construction, LLC for the Fuerst Park Lighting Phase II project in the amount of \$32,646.70 and acceptance of Assignment of Contract Proceeds executed by MHM Construction, LLC authorizing the City to pay \$30,231.13 of the final payment directly to Wyandotte Electric Supply Company, Inc., a subcontractor for the project.

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

CITY MANAGER APPROVAL *[Signature]*

EXPENDITURE REQUIRED	\$ 32,646.70
AMOUNT BUDGETED	\$138,900
LINE ITEM NUMBER	208-691.00-974.050

BACKGROUND INFORMATION:

This project included lighting improvements as part of the second phase of the development of Fuerst Park. The contract specifically included the installation of lighting throughout the park's interior, including:

- Bollard style, pedestrian level lighting along all interior pathways in the park with an overhead "shepherd's hook" light in the formal garden.
- Energy efficient LED light fixtures.
- Light fixture spacing to provide guidance lighting throughout the park rather than full illumination as in a parking lot or as exists along the Ten Mile frontage.

The project was awarded to MHM Construction, LLC at the April 4, 2011 City Council meeting in the amount of \$198,067.

The Engineering Division's in-house staff administered the construction contract, inspected the contractor's work, and prepared the attached documents verifying the final contract payment amount that is due on the contract (Final Pay Estimate No. 4, attached).

As a condition of final payment to a contractor, the City requires that the contractor provides a sworn statement identifying all subcontractors and the payments made to the subcontractors, as well as unconditional waivers of lien from each subcontractor. In this case, it was determined that MHM has not fully paid one its subcontractors, Wyandotte Electric Supply Company, Inc., owing \$30,231.13.

The attached Assignment of Contact Proceeds was provided to facilitate the assignment of \$30,231.13 (of the \$32,646.70 final payment amount for the project) to Wyandotte. The agreement has been signed by MHM and Wyandotte and is being presented for consideration by City Council.

The City Attorney has reviewed the documentation and found it to be in an acceptable form (Beth Kudla Saarela's December 21, 2011 letter, attached).

There was one (1) approved change order resulting in a net increase of \$2,400 to the construction contract. This change order was approved in August 2011 for additional costs related to connecting to the electrical supply. The approved change order resulted in a final contract price of \$200,467.

RECOMMENDED ACTION: Approval of the final payment to MHM Construction, LLC for the Fuerst Park Lighting Phase II project in the amount of \$32,646.70 and acceptance of Assignment of Contract Proceeds executed by MHM Construction, LLC authorizing the City to pay \$30,231.13 of the final payment directly to Wyandotte Electric Supply Company, Inc., a subcontractor for the project.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

December 21, 2011

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

Elizabeth Kudla Saarela
Direct: 248-539-2846
bsaarela@secretwardle.com

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

**Re: Fuerst Park, Phase 2 - Lighting
MHM Construction, LLC -- Closing Documents
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have reviewed the following documents in connection with the contract for the above-referenced matter:

- Final Pay Estimate No. 4
- Maintenance and Guarantee Bond
- Contractor's Sworn Statement
- Consent of Surety
- Waivers of Lien
- Request of Contractor to Assign Proceeds
- Assignment of Contract Proceeds

MHM Construction, LLC has confirmed that it owes its subcontractor, Wyandotte Electric Supply Company, Inc ("Wyandotte Electric"), outstanding amounts due for services provided with respect to this project and has requested that the City make its final payment directly to Wyandotte Electric. Pursuant to MHM Construction's request, we have prepared, and MHM Construction and Wyandotte Electric have signed, the enclosed Assignment of Contract Proceeds. Though Wyandotte Electric's Conditional Lien Waiver asserts that \$30,259.63 is due and owing, correspondence from MHM Construction, and the Assignment, signed by both MHM and Wyandotte Electric, both indicate that final payment to Wyandotte Electric should be in the amount of \$30,231.13. Wyandotte Electric has agreed to provide a full unconditional waiver of lien upon receipt of its check in the amount of \$30,231.13. The remaining amount due and owing to MHM Construction (\$2,415.57) should be paid directly to MHM Construction, LLC.

Based on the documentation provided confirming the assignment of monies owed, we have no objection to the City making final payment to the

Suzanne Moreno
Finance Department
December 21, 2011
Page 2

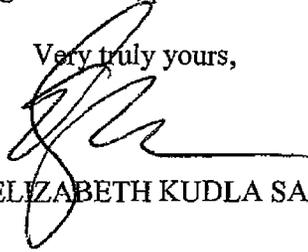
subcontractor in place of the contractor in the amount of \$30,231.13, with the remaining \$2,415.57 to be paid to MHM Construction, LLC.

Subject to the approval of the Final Pay Estimate by City staff, the remaining closing documents appear to be in order.

It is our understanding that both Wyandotte Electric, and MHM Construction will provide their full unconditional waivers of lien at the time each one picks up its final payment.

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

Very truly yours,



ELIZABETH KUDLA SAARELA

EKS

Enclosures

cc w/Encl:

Clay Pearson, City Manager
Kathy Smith-Roy, Finance Director
Brian Coburn, Engineering Manager
Nathan Bouvy, Staff Engineer
Thomas R. Schultz, Esquire

1783556_1.doc

ASSIGNMENT OF CONTRACT PROCEEDS

For value received, MHM Construction, LLC, a Michigan limited liability company, located at 74016 Tietz, Armada, MI 48005 ("Assignor") hereby assigns to Wyandotte Electric Supply Company, Inc., a Michigan Corporation, whose address is 961 Ford Ave., Wyandotte MI 48192 ("Assignee"), its title and interest in monies due or to become due to Assignor from the City of Novi, in an amount not to exceed \$30, 231.13, on contract proceeds from the project known as "Fuerst Park Phase 2 - Lighting."

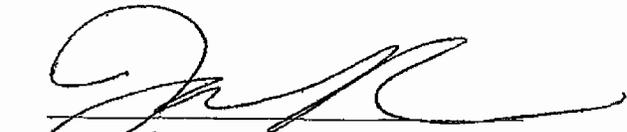
The City of Novi is hereby authorized and directed to pay any amount due to Assignor, not to exceed \$30, 231.13, in a check payable to Wyandotte Electric Supply Company, Inc., as sole payee. Wyandotte Electric Supply Company, Inc., shall obtain the check from the City of Novi Finance Department and shall provide a full unconditional waiver of lien upon receipt of the check.

Assignor represents and warrants to the City and to Wyandotte Electric Supply Company, Inc, that it has present title and the right to the assigned funds and that they have not been previously assigned; and further, that they are not subject to any other claim including any arising from a pre-existing security interest or set-off. Assignor hereby holds Wyandotte Electric Supply Company, Inc and the City of Novi harmless from present and future claims and will defend and indemnify Wyandotte Electric Supply Company, Inc and the City of Novi against any present or future claims arising out of this Assignment.

ASSIGNOR

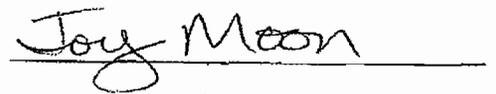
Dated 12/20/2011

MHM Construction, LLC, a Michigan limited liability company,


By: Janine Rinna
Its: Estimator

ASSIGNEE

Wyandotte Electric Supply Company, Inc., a Michigan corporation


By: Joy Moon
Its: Credit Manager

ACCEPTANCE OF ASSIGNMENT

The City of Novi hereby accepts the assignment of account and agrees to pay said sum to Wyandotte Electric Supply Company, Inc.

Dated: _____

CITY OF NOVI

Robert J. Gatt, Mayor

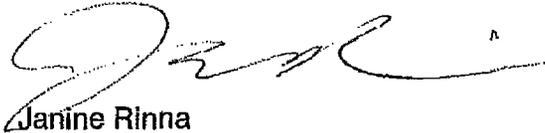
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MHM Construction, LLC
74016 Tietz
Armada, MI 48005
248-689-0710
Fax: 586-784-4335
email: janinemhmconst@aol.com

To Whom It May Concern:

The correct amount owed to Wyandotte is \$30,231.13. Please send monies due to MHM Construction, LLC directly to Wyandotte Electric. This will close out the entire contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Janine Rinna', with a long horizontal flourish extending to the right.

Janine Rinna
MHM Construction, LLC



CITY OF NOVI

26300 Delwal Drive
 Novi, Michigan 48375
 Tel: (248) 347-0454
 Fax: (248) 735-5559

APPLICATION FOR FINAL PAYMENT

PROJECT: Fuerst Park Phase 2 - Lighting **NOVI PROJECT NO.:** **PAYMENT NO.:** Final (4)
OWNER: City of Novi **ENGINEER:** Johnson Hill Land Ethics Studio **CONTRACTOR:** MHM Construction, LLC
 45175 W. Ten Mile Road 516 East Washington Street 74016 Tietz
 Novi, Michigan 48375 Ann Arbor, Michigan 48104 Armada, Michigan 48005

CONTRACT AMOUNT **COMPLETION DATE** **DATES OF ESTIMATE**
ORIGINAL: \$ 198,067.00 **ORIGINAL:** June 1, 2011 **FROM:** 09/26/2011
REVISED: \$ 200,467.00 **REVISED:** June 2, 2011 **TO:** 10/13/2011

SECTION 1. COST OF COMPLETED WORK TO DATE

Item No.	Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0											#DIV/0!			
1	Mobilization/General Conditions	LS	1	\$ 8,900.00	\$ 8,900.00	1	\$ 8,900.00	\$ 8,900.00				1	\$ 8,900.00	100%
2	MB-1 Bollard Lights, complete	EA	44	\$ 2,880.00	\$ 126,720.00	44	\$ 2,880.00	\$ 126,720.00				44	\$ 126,720.00	100%
3	MB-2 Bollard Lights, complete	EA	6	\$ 3,029.00	\$ 18,174.00	6	\$ 3,029.00	\$ 18,174.00				6	\$ 18,174.00	100%
4	Power Posts, complete	EA	8	\$ 200.00	\$ 1,600.00	8	\$ 200.00	\$ 1,600.00				8	\$ 1,600.00	100%
5	Power Pedestal, complete	EA	1	\$ 2,150.00	\$ 2,150.00	1	\$ 2,150.00	\$ 2,150.00				1	\$ 2,150.00	100%
6	Relocate 'Shepherds Hook' Light	EA	1	\$ 250.00	\$ 250.00	1	\$ 250.00	\$ 250.00				1	\$ 250.00	100%
7	Trenching, clean-up, conduit, wiring, in	LS	1	\$ 40,273.00	\$ 40,273.00	1	\$ 40,273.00	\$ 40,273.00				1	\$ 40,273.00	100%
8	CHANGE ORDER 1													
9	Single phase power pedestal, complete	LS				1	\$ 2,400.00	\$ 2,400.00				1	\$ 2,400.00	100%
10							\$ -	\$ -			#DIV/0!			
11							\$ -	\$ -			#DIV/0!			
12							\$ -	\$ -			#DIV/0!			
13							\$ -	\$ -			#DIV/0!			
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23							\$ -	\$ -			#DIV/0!			
24							\$ -	\$ -			#DIV/0!			

TOTAL THIS SHEET \$ 198,067.00 \$ 200,467.00 \$ - \$ 200,467.00 100%



CITY OF NOVI

26300 Delwal Drive
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: Fuerst Park Phase 2 - Lighting

NOVI PROJECT NO.:

PAYMENT NO.:

Final (4)

Table with columns for description, dollar amount, and percentage. Includes rows for Original Contract Amount, Change Orders, Adjusted Contract Amount to Date, Total Cost of Work Performed to Date, MINUS Retainage, Minus Liquidated Damages, Net Amt. Earned of Contract and Extra Work to Date, PLUS Value of Materials Stored at Close of Period, Subtotal, and MINUS Amount of Previous Payments.

CHANGE ORDERS table with columns: No., Date, Amount. Row 1: 1, August 16, 2011, \$ 2,400.00

TOTAL: \$ 2,400.00

BALANCE DUE THIS PAYMENT:

\$ 32,646.70

Table with 2 columns: Description, Value. Rows: Inspection "Crew Days" Allowed per Contract: N/A; Inspection "Crew Days" Used to Date: N/A; Inspection "Crew Days" Remaining: N/A



CITY OF NOVI

26300 Delwal Drive
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5859

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: Fuerst Park Phase 2 - Lighting

NOVI PROJECT NO.:

PAYMENT NO.:

4

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup

By: Aaron J. Staup, Construction Engineering Coordinator

Dated: 12/20/11

Brian Coburn

By: Brian Coburn, Engineering Manager

Dated: 12/20/11

MMH CONSTRUCTION, LLC Date: 12/19/2011

Contractor Company

Janine Rinna

Contractor Authorized Signature

By: Janine Rinna
Print Name

N/A
Consultant Firm

Date:

Consultant Authorized Signature

By: _____
Print Name



SWORN STATEMENT

STATE OF MICHIGAN

COUNTY OF Oakland

Janine Elizabeth Rinna, being duly sworn, deposes and says:

That she makes the Sworn Statement on behalf of **MHM Construction, LLC**, who is the **Contractor** for an Improvement to the following described real property situated in **Oakland County, Michigan**, and described as follows:

Fuerst Park Novi, Michigan

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

Name of subcontractor, supplier or laborer	Type of Improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholding due but unpaid
Wyandotte Electric	material	133960.59	103700.96	30259.63	.00	.00	.00
S&P Directional Boring	boring	2000.00	2000.00	.00	.00	.00	.00
Great Lakes	Material	3336.40	3336.40	.00	.00	.00	.00
Miller Transport	Material	111.30	111.30	.00	.00	.00	.00
Superior materials	Material	1030.50	1030.50	.00	.00	.00	.00
Nine Mile Rental	Equipment rental	194.62	194.62	.00	.00	.00	.00
KE Electric	material	177.92	177.92	.00	.00	.00	.00
AA Anchor Bolt	material	152.05	152.05	.00	.00	.00	.00
Boomer	Material	856.48	856.48	.00	.00	.00	.00

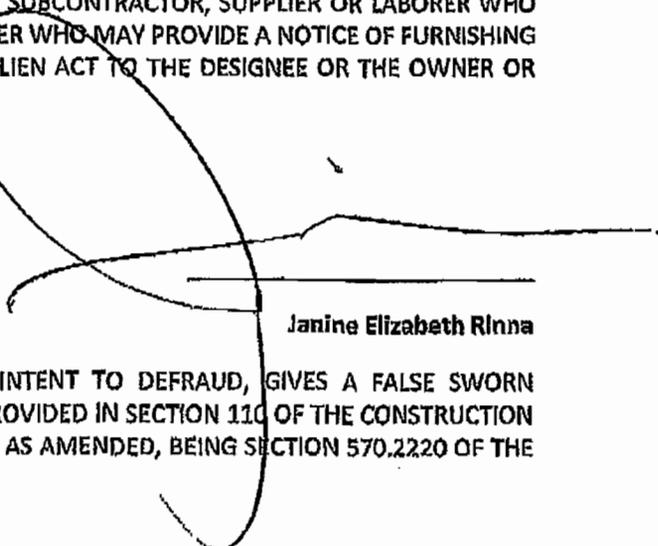
All labor, fringes, payroll taxes and other payroll obligations are paid in full through December 9, 2011

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

Deponent further says that she makes the foregoing statement as the subcontractor of the contractor for the purpose of representing to the owner or lessee of the above-described premises and her agents that the above-described property is free of construction liens, or the possibility of construction liens,

except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act. Act No. 497 of the Public Acts of 1980 as amended, being section 570.1109 of the Michigan Compiled Laws.

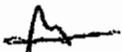
WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION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



Janine Elizabeth Rinna

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

Subscribed and sworn to before me this 9th day of December 2011

Notary Public  Mary Helena Michelsen, County of Saint Clair acting in Macomb County Michigan, My commission expires 7-28-2015.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. B9112992

PROJECT: Fuerst Park Phase 2 Improvements - Park Lighting
(name, address)

TO (Owner)

City Of Novi
26300 Delwal Drive
Novi, MI 48375

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Park Lighting

CONTRACT DATE: April 5, 2011

CONTRACTOR: MHM Construction LLC
74016 Tietz
Armada, MI 48005

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

The Cincinnati Insurance Company
6200 S. Gilmore Rd.
Fairfield, OH 45014-5141

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

MHM Construction LLC
74016 Tietz
Armada, MI 48005

, CONTRACTOR,

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

City Of Novi
26300 Delwal Dr.
Novi, MI 48375

, OWNER,

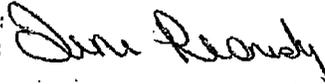
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 21st day of November 2011

The Cincinnati Insurance Company
Surety Company


Signature of Authorized Representative

Nancy A. Beard
Title Attorney-in-fact

Attest:
(Seal): 

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Todd W Lewis, Nancy A Beard, Jay D Sawmiller, Deborah A Douglas,

of Troy, MI its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 21st day of November 2011



Gregory J. Schlemmer
Secretary

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MHM Construction LLC
hereinafter called the "Principal", and The Cincinnati Insurance Company
6200 S. Gilmore Rd., Fairfield, OH 45014-5141

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 Two Hundred Thousand
Four Hundred Sixty Seven and 00/100-----Dollars (\$200,467.00)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the 5th
day of April, 2011, for the construction of

Fuerst Park Phase 2 Improvements
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.



Fuerst Park
Phase 2 Improvements
Park Lighting

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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 22nd day of November, 2011.

In the Presence of:

WITNESS

Dee Perry

(All-in name of construction CONTRACTOR)
MHM Construction LLC

Principal *[Signature]*

Title
The Cincinnati Insurance Company

Surety *[Signature]*

Title Nancy A. Beard, Attorney-in-fact

6200 S. Gilmore Rd.

Address of Surety

Fairfield, OH 45014-5141

City Zip Code

Bond No. B9112992



CITY OF NOVI

March 11, 2011

Wyandotte Electric Supply

WHOLESALE DISTRIBUTORS

961 FORD AVENUE P.O. BOX 690 WYANDOTTE, MI 48192 (734) 284-8100 Fax: (734) 284-6273

FULL CONDITIONAL WAIVER

FAXED

I/We have a contract with MHM CONSTRUCTION, LLC

to provide ELECTRICAL MATERIALS for the improvement to the property described as Fuerst Park Novi, Michigan

This waiver, together with all previous waivers, if any, DOES cover all amounts due to me/us for contract improvements provided and all of my/our construction lien rights against the subject property are hereby waived and released.

This waiver is conditioned on actual payment of \$ \$ 30,250.68

WYANDOTTE ELECTRIC SUPPLY CO., INC.

(Lien Claimant)

By Joy Moon
Joy Moon, Credit Manager
961 Ford Ave., P.O. Box 690
Wyandotte, Michigan 48192
(734) 284-8100

Signed on 11-16-11

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

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

BRANCHES

ANN ARBOR (734) 769-6400 STERLING HEIGHTS (586) 977-2190 MONROE (734) 384-8100

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH:

MHM CONSTRUCTION LLC

TO PROVIDE:

ELECTRICAL MATERIALS

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

FUERST PARK

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION
LIEN

RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

K/E ELECTRIC SUPPLY CORP


(Signature of lien claimant)

Rock Kuchenmeister,
146 N. GROESBECK
MOUNT CLEMENS MI 48043
(586) 469-3005
President

SIGNED ON:

12/12/2011
(DATE)

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
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DEC-01-2011 07:05 From: 989-123-4567

FULL UNCONDITIONAL WAIVER

My/our contract with MHM Construction, LLC
(Other contracting party)

To provide directional bore

For the improvement of the property described as: Euerst Park, Novi, Michigan

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

By: S & P Directional Boring
Patrick W. Zileski
Patrick Zileski, Member
(signature of Benj. Blument)

Address: 801 W. Meadowbrook Drive
Midland, Michigan 48640

Telephone: 989-205-1619

Signed on: 12/1/11
(date)

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12/13/2011 11:52 5867844335

12/10/2011 11:34 5837271220

12/09/2011 11:49 5867844335

MHMCONSTRUCTION

MILLER TRANSPORT MIXCO

MHMCONSTRUCTION

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PAGE 01/01

FULL UNCONDITIONAL WAIVER

My/our contract with MHM Construction, LLC
(Other contracting party)

To provide materials

For the improvement of the property described as: Fuerst Park Novi, Michigan

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

By: Miller Transport
Gayle Miller, Treasurer
(signature of lien claimant)

Address: 35555 Division Road
Richmond, Michigan 48062

Fax: 586-727-1220

Signed on: 12/9/11
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with MHM Construction, LLC
(Other contracting party)

To provide materials

For the improvement of the property described as: Fuerst Park Novi, Michigan

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

By: Boomer
John Formentin
(signature of lien claimant), Vice-President.

Address: 1940 East Forest

Detroit, Michigan 48207

Fax: 313-832-0520

Signed on: 12/9/11
(date)

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12/13/2011 11:47 5867844335
12/12/2011 01:17 FAX 2483488992
12/03/2011 11:57 5867844335

MHMCONSTRUCTION
AA ANCHOR BOLT INC
MHMCONSTRUCTION

PAGE 07/11
001/001
PAGE 01/01

FULL UNCONDITIONAL WAIVER

My/our contract with MHM Construction, LLC
(Other contracting party)

To provide materials

For the improvement of the property described as: Fuerst Park Novi, Michigan

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

By: AA Anchor Bolt
Pauline Horton
Pauline Horton, President /
(signature of lien claimant) Owner

Address: 7390 Salem Road
Northville, Michigan 48168

Fax: 248-349-8992

Signed on: 12-12-11
(date)

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12/13/2011 11:47 5867844335

MHMCONSTRUCTION

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DEC-09-2011 12:21 From: SUPERIOR MATERIALS
12/09/2011 11:47 5867844335

2485929130

To: 15867844335

Page: 1/1

MHMCONSTRUCTION

PAGE 01/01

FULL UNCONDITIONAL WAIVER

My/our contract with MHM Construction, LLC
(Other contracting party)

To provide materials

For the improvement of the property described as: Fuerst Park Novi, Michigan

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

By: Superior Materials
Theresa Russell (Agent)
(signature of lien claimant)

Address: PO Box 2900
Farmington Hills, Michigan 48333

Fax: 248-392-9130

Signed on: 12/9/11
(date)

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FULL UNCONDITIONAL WAIVER

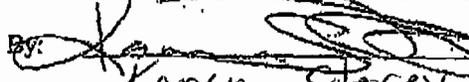
My/our contract with MHM Construction, LLC
(Other contracting party)

To provide materials

For the improvement of the property described as: Fuerst Park Novi, Michigan

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

Nine Mile Rental

By: 
Karen Storey Administrative Assistant
(signature of lien claimant)

Address: 3475 9 Mile Road

Warren, Michigan 48091

Fax: 586-755-1082

Signed on: 12-09-2011
(date)

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1019L P.01

FULL UNCONDITIONAL WAIVER

My/our contract with MHM Construction, LLC
(Other contracting party)

To provide materials

For the improvement of the property described as: Fuerst Park Novi, Michigan

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

By: Great Lakes Electric
[Signature]
(signature of Lien claimant)

Address: 2110 Pontiac

Auburn Hills, Michigan 48326

Fax: 248-370-0109

Signed on: 12/9/11
(date)

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