

CITY OF ANN ARBOR

INVITATION TO BID



**WASTEWATER TREATMENT PLANT  
SECONDARY EFFLUENT PUMPS REPLACEMENT  
VERTICAL WASTEWATER PUMPS PURCHASE  
ITB No. 4328**

Due Date: April 10, 2014, by 2:00 p.m. (Local Time)

Wastewater Treatment Plan/ Public Services Area  
Administering Service Unit

Issued By:  
City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48107

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ADVERTISEMENT TO BID  
CITY OF ANN ARBOR, MICHIGAN  
ITB No. 4328

Sealed Bids will be received by the Procurement Unit, c/o Customer Service, 1<sup>st</sup> Floor, Guy Larcom City Hall, on or before **April 10, 2014 by 2:00 p.m.** (Local Time) for the Wastewater Treatment Plant Secondary Effluent Pumps Replacement Vertical Wastewater Pumps Purchase. Bids will be publicly opened and read aloud at this time.

Work includes supplying Secondary Effluent Pumps Replacement Vertical Wastewater Pumps including shipping and delivery to be used at the Ann Arbor Wastewater Treatment Plant. No pre-bid conference will be held in connection with this purchase.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor web site [www.a2gov.org](http://www.a2gov.org).

Each bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of ninety (90) days.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Procurement Unit, (734) 794-6576.

CITY OF ANN ARBOR, MICHIGAN

## INSTRUCTIONS TO BIDDERS

### **General**

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of Secondary Effluent Pumps Replacement Vertical Wastewater Pumps, including shipping and delivery, to be used at the Ann Arbor Wastewater Treatment Plant. Pumps bid must meet detailed specifications included in the document. No substitutions or equivalents will be accepted.

Any Bid which does not conform fully with these instructions may be rejected.

### **Preparation of Bids**

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided, with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

### **Questions or Clarification on ITB Specifications**

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before March 31, 2014 by 2:00 p.m. and should be addressed as follows:

Specification/Scope of Work questions emailed to [esajewski@a2gov.org](mailto:esajewski@a2gov.org)

Bid Process and HR Compliance questions emailed to [mberryman@a2gov.org](mailto:mberryman@a2gov.org).

### **Addenda**

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor web site [www.a2gov.org](http://www.a2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before April 10, 2014 by 2:00 p.m. (Local Time) Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copy(ies) in a sealed envelope clearly marked: **ITB No. 4328 - WWTP Secondary Effluent Pumps Purchase.**

Bids must be addressed and delivered to:

City of Ann Arbor  
Procurement Unit  
c/o Customer Service Desk,  
First Floor, Guy C. Larcom Building  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

## **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). The City may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the work items specified in the bid documents. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

## **Official Documents**

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the “Alternate” section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Purchasing Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.mitn.info](http://www.mitn.info) and obtain an official Bid.

## **Bid Security**

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

## **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

## **Contract Time**

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements cannot be met, the Bidder must stipulate on Bid Form Section 3 – Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

## **Liquidated Damages**

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

In addition, the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

## **Human Rights Compliance Requirement**

Ann Arbor City Ordinance requires the selected Bidder take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

To establish compliance with the City ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance forms or an acceptable equivalent see Attachment A. In the event Human Rights forms are not submitted with the bid, the bidder will have twenty-four (24) hours to provide once requested by the City.

## **Conflict Of Interest Disclosure**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached as Attachment B.

## **Vendor's Responsibility**

The basic unit and all required components shall be compatible and are recommended for use in combination by the manufacturer. It shall be the vendor's responsibility to insure that all components operate according to manufacturer's recommendations in regard to operation speed, imposed load, etc., and to deliver a functionally complete unit, complying with good engineering and accepted commercial practice and in accordance with the intent and details of the specifications.

## **Failure To Fulfill Guarantee:**

In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under these "detailed specifications."

## **Inspection:**

Any materials, workmanship, or equipment, which may be discovered to be defective within the guarantee period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

## **Debarment**

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

## **Cost Liability**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

## **Disclosures**

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

## **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

## **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.



## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Vendor Conflict of Interest Disclosure Form, Instructions to Bidders, Bid, Bid Forms, Contract, Detailed Specifications, and all Addenda. The Bidder declares that it is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become familiar with the City Vendor Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bond and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or

Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the others)

\* A corporation organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

\*If not incorporated in Michigan, please attach the corporation’s Certificate of Authority.

\* A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the State of \_\_\_\_\_ and filed with the county of \_\_\_\_\_, whose members are (list names and the street and mailing address of each):

An individual, whose signature with address, is affixed to this Bid.

\_\_\_\_\_  
Signature ( Date: \_\_\_\_\_

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

BID FORM

Section 1 – Equipment Data Sheet

SECONDARY EFFLUENT PUMPS  
EQUIPMENT DATA SHEET

Manufacturer: \_\_\_\_\_

Model No.: \_\_\_\_\_

Motor Manufacturer: \_\_\_\_\_

Pump Data:

(flow)\_\_\_\_\_gpm and (efficiency-bowl)\_\_\_\_\_ % at 31-feet TDH (bowl)

(flow)\_\_\_\_\_gpm and (efficiency-bowl)\_\_\_\_\_ % at 37.5-feet TDH (bowl)

(NPSH<sub>REQUIRED</sub>)\_\_\_\_\_ feet at 37.5-feet TDH (bowl)

(low flow)\_\_\_\_\_gpm at (TDH)\_\_\_\_\_ feet at (speed)\_\_\_\_\_ rpm

BID FORM

Section 2 – Schedule of Prices

<u>Item from Section 1</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	6 ea @	\$	= \$
<b>Total Amount of Bid</b>			<u>\$</u>

**Optional Adder - Extended Warranty**

Provide extended warranty on all materials and equipment provided for two years beyond the warranty included in the Base Bid.

**Total** \_\_\_\_\_ (\$ \_\_\_\_\_)

**CERTIFICATION:**

Bidder certifies that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated above. (Note: Michigan law exempts the City from assessment of State Sales Tax on direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State law shall prevail. The Bidder is making this certification acknowledges it is familiar with the State law and has prepared its Bid accordingly) /all materials in the bid are new, in unused condition and will meet or exceed your specifications in every respect.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

BID FORM

Section 3 – Delivery

**DELIVERY:** Delivery of the pumps is desired as soon as possible. At a minimum, the pumps must be delivered within two hundred twenty four (224) calendar days after receipt of written Notice to Proceed.

\_\_\_\_\_ We can meet delivery schedule.

\_\_\_\_\_ We cannot meet the above delivery schedule, but we offer the Time Alternate as described in Section 4 of the Bid Form.

\_\_\_\_\_ We can improve the above delivery schedule, and we offer the Time Alternate as described in Section 4 of the Bid Form.

**NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.**



## CONTRACT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and \_\_\_\_\_ (“Contractor”) a \_\_\_\_\_ with its address \_\_\_\_\_

Based upon the mutual promises below, the Contractor and the City agree as follows:

### ARTICLE I – Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled “**TTB No. 4328 Wastewater Treatment Plant Secondary Effluent Pumps Replacement Vertical Wastewater Pumps**” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Detailed Specifications
Bid Forms	Plans
Bid	Addenda
Contract and Exhibits (if any)	
Bonds	

### ARTICLE II – Definitions

Administering Service Area/Unit means Wastewater Treatment Plant (WWTP)

Contract Administrator means the WWTP Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means Wastewater Treatment Plant Secondary Effluent Pumps Replacement Vertical Wastewater Pumps Purchase, Bid No. 4328.

### ARTICLE III – Time of Completion

- (A) The work to be completed under this Contract shall begin only after the Contractor’s receipt of a fully executed Contract.



- (B) The entire work for this Contract shall be completed within 224 consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty one thousand and no/100 dollars (\$1,000.00) for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

#### ARTICLE IV – The Contract Sum

- (A)The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:
- (B)The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

#### ARTICLE V – Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

## ARTICLE VI – Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

## ARTICLE VII – Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

## ARTICLE VIII – Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing.

## ARTICLE IX – Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X – Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its:

By \_\_\_\_\_

Its:

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

John Hieftje, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_

Steven D. Powers, City Administrator

By \_\_\_\_\_

Craig Hupy  
Public Services Area Administrator

**Approved as to form and content**

By \_\_\_\_\_

Stephen K. Postema, City Attorney

PERFORMANCE BOND

(1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as “Principal”), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as “Surety”), are bound to the City of Ann Arbor, Michigan (referred to as “City”), for \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City dated \_\_\_\_\_, 2014, for: \_\_\_\_\_ Project and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

Name and address of agent:

\_\_\_\_\_  
Stephen K. Postema, City Attorney



