

**BULLETIN NO. 1**

**GREAT LAKES WATER AUTHORITY**

**CONTRACT NO WW-538 (G)**


**Miscellaneous Concrete Crack Repairs and Restoration and Re-Pavement of Plant Access  
Roads at  
Water Works Park II Water Treatment Plant**

**March 14, 2016**

This Bulletin No. 1 is hereby made part of the Contract Documents for the above named project and shall be taken into consideration by any and all bidders submitting bids on this project. All bidders must acknowledge receipt of this Bulletin No. 1 in Section 00300-1, Article 2, The Bidder's Representations, Paragraph 2.1 of the Bid Form.

**EXHIBIT F – INSURANCE AND BONDS**

Please replace the existing Payment and Performance Bonds in Exhibit F with the attached Payment and Performance Bonds.

*For*   
\_\_\_\_\_  
Daniel Edwards  
Construction and Contract Services  
Procurement Manager

Attachments

PERFORMANCE BOND FOR CONTRACT No. WW-538 (G)

(MICHIGAN FORM)

KNOW ALL PERSONS BY THESE PRESENTS: That "the **Contractor**," \_\_\_\_\_, a corporation \_\_, individual \_\_, partnership \_\_, joint venture \_\_ of the State of \_\_\_\_\_, qualified to do business in the State of Michigan, as Principal, and "the Surety," \_\_\_\_\_, of the state of \_\_\_\_\_, licensed to do business as a surety in the State of Michigan, as Surety, are hereby held and firmly bound unto the **Great Lakes Water Authority**, "the **GLWA**," as Obligee, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which the **Contractor** and Surety hereby bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in compliance with Public Act 213 of 1963 as amended by Public Acts No. 351 of 1972 and No. 11 of 1982.

WHEREAS, the **Contractor** has entered into "the Contract" with the **GLWA** for \_\_\_\_\_, "the Work," covered by the Contract Documents, which are incorporated into this Bond by this reference;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT, if the **Contractor** (a) faithfully performs and fulfills all the undertakings, covenants, terms, conditions, warranties and guarantees, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the Surety) and during the Correction Period, and (b) also performs and fulfills all the undertakings, covenants, terms, conditions, warranties and guarantees, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, notice of which modifications the Surety hereby expressly waives - then THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE THIS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

A. No change in Contract Price or Contract Time, "or equal" or substitution, addition, deletion or revision in the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety's obligations under this Bond. The Surety hereby waives notice of any such change in Contract Price or Contract Time, "or equal" substitution, addition, deletion, revision.

B. This Performance Bond shall be solely for the protection of the **GLWA** and its successors, legal representatives or assigns. The prevailing party in a suit on this Bond is entitled to recover as part of that party's judgment reasonable attorneys' fees.

C. Article 14 of the General Conditions governing termination of the **Contractor** for convenience or cause and default of the Surety shall be binding on the Surety and **Contractor**, and the Surety's attention is expressly directed to that Article.

D. It is the intention of the **Contractor**, Surety and **GLWA** that the Surety shall be bound by all terms and conditions of the Contract Documents and this Performance Bond. However, this Performance Bond is executed pursuant to Public Act No. 213 of 1963 as amended by Public Act No. 351 of 1972 and Public Act No. 11 of 1982, and if any provision(s) of this Bond is/are illegal, invalid or unenforceable, all other provisions of this Performance Bond shall nevertheless remain in full force and effect, and the **GLWA** shall be protected to the full extent provided by with Public Act No. 213 of 1963 as amended by Public Act No. 351 of 1972 and Public Act No. 11 of 1982.

The Surety shall be licensed by the State Insurance Bureau, be acceptable to the **GLWA** and, unless otherwise authorized by the **GLWA**, have at least A- Best's rating and a VIII or better financial size category per current A. M. Best Company ratings.

Address and Telephone of the Surety

Address and Telephone of agent, who is either a resident of, or whose principal office is maintained in, the State of Michigan.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE **CONTRACTOR** (Print Full Name and Sign)

By: \_\_\_\_\_

Witness \_\_\_\_\_

Name & Title \_\_\_\_\_

THE SURETY (Print Full Name and Sign)

Agent: \_\_\_\_\_

Witness \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_  
(Attach Certified Copy of Power of Attorney)

**PAYMENT BOND FOR CONTRACT No. WW-538 (G)**

**(MICHIGAN FORM)**

KNOW ALL PERSONS BY THESE PRESENTS: That "the **Contractor**," \_\_\_\_\_, a corporation \_\_\_\_, individual \_\_\_\_, partnership \_\_\_\_, joint venture \_\_\_\_, of the State of \_\_\_\_\_, qualified to do business in the State of Michigan, as Principal, and "the Surety," \_\_\_\_\_, of the state of \_\_\_\_\_, licensed to do business as a surety in the State of Michigan, as Surety, are hereby held and firmly bound unto the **Great Lakes Water Authority**, "the **GLWA**," as Obligee, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which the **Contractor** and Surety hereby bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in compliance with Public Act 213 of 1963 as amended by Public Acts No. 351 of 1972 and No. 11 of 1982.

WHEREAS, the **Contractor** has entered into "the Contract" with the **GLWA** for \_\_\_\_\_, "the Work," covered by the Contract Documents, which are incorporated into this Bond by this reference;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT, if the **Contractor** promptly pays all claimants supplying labor or materials to the **Contractor** or to the **Contractor's** Subcontractors in the prosecution of the Work, then THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE THIS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

A. All rights and remedies on this Payment Bond shall be solely for the protection of all claimants supplying labor and materials to the **Contractor** or the **Contractor's** Subcontractors in the prosecution of the Work, and shall be determined in accordance with Michigan Law.

B. No change in Contract Price or Contract Time, "or equal" or substitution, addition, deletion or revision to the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety's obligations under this Bond. The Surety hereby waives notice of any such change in Contract Price or

Contract Time, "or equal" or substitution addition, deletion, or revision.

C. The prevailing party in a suit on this Payment Bond is entitled to recover as part of that party's judgment reasonable attorneys' fees.

D. It is the intention of the **Contractor**, Surety and **GLWA** that the Surety shall be bound by all terms and conditions of the Contract Documents and this Payment Bond. However, this Payment Bond is executed pursuant to Public Act No. 213 of 1963 as amended by Public Act No. 351 of 1972 and Public Act No. 11 of 1982, and if any provision(s) of the Bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the **GLWA** shall be protected to the full extent provided by Public Act No. 213 of 1963 as amended by Public Act No. 351 of 1972 and Public Act No. 11 of 1982.

The Surety shall be licensed by the State Insurance Bureau, be acceptable to the **GLWA** and, unless otherwise authorized by the **GLWA**, have at least A- Best's rating and a VIII or better financial size category per current A. M. Best Company ratings

Address and Telephone of Surety

Address and Telephone of agent who is either a resident of, or whose principal office is maintained in, the State of Michigan.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE **CONTRACTOR** (Print Full Name and Sign)

By: \_\_\_\_\_

Witness \_\_\_\_\_

Name and Title \_\_\_\_\_

THE SURETY (Print Full Name and Sign)

Agent: \_\_\_\_\_

Witness \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_  
(Attach Certified Copy of Power of Attorney)