



## NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

Supervisory Control and Data Acquisition System Upgrade

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Firm Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Firm's Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Postal Address: \_\_\_\_\_

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



## Financial Services – Purchasing Department

Date of Issue: August 21, 2013

### REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for providing professional services for performing design, preparing construction drawings and specifications, furnishing, installation and commissioning of a complete supervisory control and data acquisition (SCADA) system as described herein. The services shall include all labor, material, equipment, coordination with the City Utility Operator (United Water), and any other item or task necessary for a complete and operation SCADA system to the full satisfaction of the owner and operator. The information submitted, including experience, qualifications, fee schedule, and information requested, as a part of this Request for Proposal will be reviewed for the purpose of evaluating the firm for further consideration. The City is desirous of receiving proposals for an amount not to exceed a specified dollar figure for the duration of the project, as described in the following pages. In the event the firm is unable to submit such a proposal, the firm is invited to submit a proposal based on the fee/compensation structure that you deem most appropriate. In any case, the proposal submitted should cover any and all expenses related to the project. **PRIMARY CONSIDERATION WILL BE GIVEN TO PROPOSALS SUBMITTED IN THE FIRM SPECIFIC DOLLAR FORMAT REQUESTED.**

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, resources, ingenuity, creativity, completeness of the level of service proposed and timeliness of service proposed by the Firm will be significant factors in award of this professional service contract. Final decision on selection of the Firm for this project will be determined by the Portage City Council. The City of Portage reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, negotiate, or take what other action is appropriate as determined by the City to be in the best interest of the City.

Questions regarding the scope of work to be accomplished may be directed to Kendra Gwin, P.E. Utilities Engineer, (269) 329-4442. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to Purchasing Department at (269) 329-4534. Proposals may be mailed or delivered to the City of Portage Purchasing Department, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: PROFESSIONAL SERVICES  
Supervisory Control and Data Acquisition Upgrade

CLOSING DATE AND TIME: 3:00 p.m. Thursday, September 19, 2013

A complete Request for Proposal may be viewed or downloaded at  
<http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx>,  
or mailed by contacting the Purchasing Department.

PROPOSAL INDEX  
PROFESSIONAL SERVICES  
SUPERVISORY CONTROL AND DATA ACQUISITION UPGRADE

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Attachments:

Location Details

Draft Contract

# 1 CITY OF PORTAGE INSTRUCTIONS FOR PROPOSAL SUBMISSION

## 1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

## 1.2 City of Portage Contract Conditions and Specifications

Any Firm that submits a proposal should be prepared to provide professional services being provided and for City of Portage/third party contracts that involve professional and/or administrative assistance of the Firm. The Contract Conditions and Specifications are available on the city web-site at [www.portage.mi.gov](http://www.portage.mi.gov) and can be obtained from the Purchasing Department. The first set will be provided to the Firm at no cost and subsequent sets or copies must be purchased for \$25.00.

## 1.3 Withdrawal of Proposals

Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of one hundred and twenty (120) days after the closing date.

## 1.4 Opening of Proposals

Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in cover page.

## 1.5 Evaluation of Proposals

It is the intent of the City of Portage to evaluate all proposals quickly and be prepared to recommend an award at the October 8, 2013 City Council meeting.

## 1.6 Proposal Form

1.6.1 Whenever forms are provided, each proposal shall be made on the form provided and, except for proposals submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.

1.6.2 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. It is recommended that if an alternate proposal is to be suggested that the firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable the proposal meeting specifications can still be considered.

1.6.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

1.7 **Proposals Submitted Via Facsimile Equipment**

Proposals may be submitted via facsimile equipment to (269) 329-4535 in the following manner.

1.7.1 Transmittal page must be plainly marked:

“Proposal Bid \_\_\_\_\_ for opening \_\_\_\_\_.”  
Proposal Name Date

1.7.2 When bids are submitted via facsimile equipment, both the original document and the facsimile printout are considered counterpart originals.

1.7.3 Proposals submitted via facsimile equipment must meet all requirements of Section 1.13 to be considered responsive.

1.7.4 The Firm assumes all responsibility for errors due to illegibility, omission, or any other action(s) or inaction(s) whatsoever, pertaining to the receipt of the City by a proposal submitted via facsimile equipment.

1.7.5 In electing to use the facsimile option, the Firm assumes full responsibility for any and all errors, omissions, or mistakes that result in a proposal not being submitted in a timely manner, whether or not the mistake was the fault of the Firm.

1.8 Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.9 Performance, Maintenance, Labor & Material Bonds

The successful firm, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount, a Maintenance and Guarantee Bond equal to twenty-five percent (25%) of the Contract Amount which shall be effective for two years beyond the date of final payment, and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount. These bonds shall be secured from an insurance company satisfactory to the City. Typical Bond forms are included in the Contract Documents.

1.10 Indemnity and Insurance (this provision shall take precedence over the City of Portage Contract Conditions and Specifications)

1.10.1 Indemnity:

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work

1.10.2 Insurance:

The successful Firm agrees to provide insurance as outlined below:

A) Worker's Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker's Compensation Act.

B) Comprehensive General Liability Insurance:

Bodily Injury - at least \$1,000,000/occurrence  
Property Damage - at least \$1,000,000/occurrence  
Personal Injury - at least \$1,000,000/occurrence

C) Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$2,000,000/occurrence.

D) Motor Vehicle Liability Insurance:

Bodily Injury - at least \$1,000,000/occurrence  
Property Damage - at least \$1,000,000/occurrence  
Personal Injury - at least \$1,000,000/occurrence

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES, SHALL BE INCLUDED AS ADDITIONALLY NAMED INSURED WITH RESPECT TO ALL LIABILITY POLICIES HEREIN (WITH THE EXCEPTION OF PROFESSIONAL LIABILITY AND WORKER'S COMPENSATION COVERAGE) WHICH SHALL BE INDICATED ON ALL APPLICABLE CERTIFICATES OF INSURANCE.

If an "occurrence" policy is unavailable for the professional liability coverage, please include a statement from your insurance agent or broker indicating non-availability of the occurrence form. Under these circumstances, a "claims made" form will be considered if written in the requested amount.

The insurance Certificates indicated above shall carry a written notice of cancellation and shall be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.

It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

#### 1.11 Representations

If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal amendment only. If the Request for Proposal includes a contact person for technical information, firms are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a written addendum to the Request for Proposal issued by the purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.

#### 1.12 Project Information Sheet

Responsive proposals must include a fully executed interested party information sheet located in the document proposal, Section 4.0. This document is self-explanatory.

#### 1.13 Concept Statement

After fully evaluating proposal requirements and the project description, each Firm shall develop a concept statement that will describe the proposed method for project implementation. The City will use the concept statement to determine the degree of understanding of the project, evaluate methodology proposed and compare feasibility of the methods proposed in evaluating proposals received. The concept statement should be limited to five 8-1/2 " x 11" page(s) to be double-spaced. The estimated number of man hours reflected in the lump sum proposal shall be indicated in the Project Information Sheet Item Number 4.6.

1.14 Proposal Submission

The proposals shall include the following:

- 1.14.1 A project information sheet in format provided in the Request for Proposal (2 copies)
- 1.14.2 A project concept statement (2 copies)
- 1.14.3 A proposal cost summary page in format provided in the Request for Proposal (2 copies). Maximum consideration will be given to projects quoted in the format provided.

Interested Firms may also provide any additional information not otherwise requested that may aid the responsible parties in award of this professional service contract. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the offerer's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired

1.15 Award Criteria

Favorable pricing will be one element of the selection process, but all of the following factors, especially adherence to the time schedule, will be used in evaluating proposals received:

- 1.15.1 Responsiveness to Request for Proposal specifications.
- 1.15.2 Project Cost.
- 1.15.3 Qualifications of Firm
- 1.15.4 Qualifications and experience of the staff to be assigned to the project.
- 1.15.5 References.
- 1.15.6 Demonstrated capability to perform the type of work requested.
- 1.15.7 Understanding of project requirement including the estimated number of hours of work.
- 1.15.8 Professional creativity including proposal preparation and presentation.
- 1.15.9 Scope of services to be provided.
- 1.15.10 Timeliness of services to be provided.

- 1.16 Evaluation of the above criteria shall be the responsibility of City Administration and the Portage City Council. Regretfully, the number and quality of proposals received may logistically prohibit the possibility of providing every Firm with the opportunity to make a formal presentation. Therefore, Firms are encouraged to take maximum advantage of representing the qualities of the Firm through its proposal presentation.

## 2 PROFESSIONAL SERVICE REQUIREMENTS

### 2.1 Professional Services Minimum Requirements

The scope of professional services to be provided shall be in compliance with the following provisions. Interested firms are expected to comply with all conditions outlined in the request for proposals, but if exception is taken to any provision, the exception taken shall be annotated and explained on a plain bond sheet that must be attached to the proposal page.

### 2.2 Scope of Services

#### 2.2.1 General Intent

This project shall consist of the design, furnishing, programming, installation, and commissioning of a complete supervisory control and data acquisition (SCADA) system as described herein. The work shall include all labor, material, equipment, coordination with United Water, and any other item or task necessary for a complete and operational SCADA system to the full satisfaction of the owner. These documents are meant to provide a guideline for bidders to assemble their total proposal for this project. It is not meant to serve as the design for the project. Contractors shall include all costs necessary to provide a complete and operational system, installed with the minimum requirements outlined herein.

The intent is to provide for a complete and fully operational SCADA system, designed by the successful firm. The specifications contained herein identify the minimum requirements that should be provided by the successful firm. It is the responsibility of the successful firm to determine the exact installation and programming requirements for the system and all equipment.

Funding has been proposed in the 2012-2013 City of Portage Capital Improvement Program. For this project, \$190,000 is available. The funds will be provided through the sale of bonds. The allocated funds are to cover all costs to provide a complete and fully operational SCADA system.

#### 2.2.2 Existing SCADA System Description

The existing SCADA system monitors and controls the combined water and sanitary lift stations for the City of Portage. The central SCADA site has a master PLC, which polls each remote site PLC by radio communication. It has two Wonderware workstations (primary and backup), which display critical information from each site and provides manual control of all well pumps. System data is archived on a historian server, where alarms are logged, printed, and reports are created. Off-hours alarming is done on two automatic telephone dialers.

The existing system consists of:

- 2.2.2.1 (9) Single well sites
- 2.2.2.2 (3) Sites with (2) wells
- 2.2.2.3 Milham well house (3 wells)
- 2.2.2.4 Shuman well house (2 wells)
- 2.2.2.5 (2) Elevated Storage Towers
- 2.2.2.6 Garden Lane Water Treatment Facility
- 2.2.2.7 (49) Duplex pump sanitary lift stations
- 2.2.2.8 (3) Triplex pump sanitary pump stations
- 2.2.2.9 (1) Duplex pump sanitary lift station with additional stormwater pump

- 2.2.2.10 (1) Central Control and Monitoring site (3 radios)
- 2.2.2.11 (1) Pfizer Fire Service

### 2.2.3 General Scope of Work

#### 2.2.3.1 PLC and Radio Replacement

The Garden Lane Water Treatment Facility and two wells have Allen Bradley PLCs and viper ethernet radios. The greater part of the water system and sanitary sewer system have Modicon PLCs and Freewave radios. The intent of this project is to replace the existing Modicon PLCs with new Opto 22 PLCs and the radios with Racom radios on the entire water system as well as the Master PLC and one radio at the central control. This will include all appurtenances necessary for the upgrades, such as antennas, uninterruptible power supplies, interface panels, polyphaser, surge protection, wiring, cabling, etc. The Master PLC will be programmed to communicate with all facilities. All programming will be done to the satisfaction of the owner and operator.

#### 2.2.3.2 Computer System and Software

Provide two computers and software licenses for monitoring and interfacing with the SCADA system. The SCADA software will be Inductive Automation Mission Critical and Specre WIN-911. Configure all HMI screens, historical archiving, alarm generation, reporting, data logging with password security, automated back-up and control interface to the satisfaction of the owner and operator.

### 2.3.4 Design Scope

- 2.3.4.1 Meet with City Staff to review scope and work plans, establish schedule and define specific design features.
- 2.3.4.2 Submit (4) sets of shop drawings, including the SCADA computers, control panels, devices, components and miscellaneous items, computer screens printouts, enclosure dimensions and panel layouts, schematic diagrams, interconnection diagrams, manufacturer's detailed specifications and print out of HMI configurations.
- 2.3.4.3 The consultant shall prepare any necessary permit or follow-up permit applications and supporting data for submittal to MDEQ for obtaining construction permits.
- 2.3.4.4 The consultant shall provide final operation manuals which include: system drawings, operation of system, equipment literature, final copies of HMI programs and PLC programs, ladder logic troubleshooting procedures and file back-up procedures.
- 2.3.4.5 The consultant shall prepare a reliability, maintainability and availability report to ensure that the following items are addressed in the design and programming to limit unscheduled down time and system failure:
  - Redundancy in communication
  - Redundancy in operation
  - Security in communication
  - Security in operation
  - Optimal operation environment for mission critical parts
  - Preventive maintenance strategy for mission critical parts
  - Risk of failure of mission critical parts

- Availability versus on-hand storage for mission critical part replacement
- The report shall be submitted to the Contract Administrator for review and approval prior to construction of the SCADA system.

2.3.5 Coordination of Construction and Operation

The successful firm shall in conjunction with United Water, develop a construction sequence that will ensure complete operation of the existing water system during the upgrade process. The sequence and operation plan shall be submitted to the owner and United Water for written approval before any construction/installation work commences.

2.3.6 Length of Service

The consultant's services shall be required up to and including the final inspection and project commissioning by the City of Portage.

2.3.7 Certificate of Completion and Acceptability

At the conclusion of the construction phase and commissioning phase, the successful firm shall certify that the complete SCADA system is fully functional, free of defects or programming bugs, all drawings and material submittals have been received by the owner, and all owner and United Water operation training has been performed. The date of the executed Certificate of Completion and Acceptability shall establish the effective date of the 2 year maintenance bond period.

2.3.8 Responsibilities of the City

The City's representative through the Department of Transportation and Utilities will closely follow progress of the work and will provide the following:

- 2.3.6.1 Execute overall project management functions.
- 2.3.6.2 Ensure compliance of all financial obligations.
- 2.3.6.3 Transmit instructions, receive information, interpret and define the City policies and provide decisions in a timely manner.
- 2.3.6.4 Furnish pertinent City records and/or information for use by the Consultant.
- 2.3.6.5 Provide access to public lands as required by the Consultant.
- 2.3.6.6 Promptly notify the Consultant when the Department observes or becomes aware of any deviation in the project.
- 2.3.6.7 Review progress drawings and specifications and offer in writing decisions pertaining thereto in a timely fashion.

### 3. PROFESSIONAL SERVICE REQUIREMENTS

3.1 Funding

Project funding has been approved in the City of Portage Capital Improvement Program (CIP) in the amount of \$190,000

City share funds will be provided through the sale of bonds. The allocated funds are to cover all costs associated with the project, including engineering, construction, and City Administration costs.

3.2 Coordination of Work Required

Unless specifically identified as work to be provided by the City staff, the Firm shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the professional services at the frequencies and during the times as specified herein. The professional service shall include all functions normally considered a part of completing this work in a satisfactory manner. Compensation to cover any and all expenses shall be included in the proposed project cost.

3.3 Default

The City may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

3.4 Extra Work

During the period of this contract there may be occasions when extra services are required which are not a part of this contract. The Firm shall indicate the hourly rate to be paid for extra work on Section 4.8 of the Project Information Sheet. Rates for any expense items related to extra work shall also be indicated on the Project Information Sheet (i.e., copy/duplication, telephone calls, lodging, mileage, etc.). The hourly rates provided shall be inclusive of all labor, overhead, and profit. Costs for services provided in these situations will be negotiated at the time of each occurrence and will be based on the rates quoted. Any such work must have pre-approval of the City contract administrator. The City will not be responsible for additional invoices for work or materials that did not have written pre-approval.

3.5 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

3.6 Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the Firm agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time. The Firm shall

identify on the Cost Summary Proposal Page the estimated time necessary to complete each phase of the project in as short a period of time as possible that will allow for an overall high quality project.

It is of utmost importance that the following timetable be adhered to:

<u>Phase</u>	<u>Completion Date</u>
Consultant Proposals Due	September 13, 2013
Award Contract to Consultant	October 8, 2013
Begin Plan Preparation	October, 2013
Complete Final Plan	November, 2013
Begin Construction	December, 2014
Substantial Completion	February, 2014
Final Construction Complete	April, 2014

Please note this timeline is not meant to hold the Firm responsible for conditions over which it has no control, but is intended to provide the Consultant with direction on how the project must progress using high quality standards necessary to implement a first class and workmanlike project.

3.7 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

3.8 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees.

3.9 City Contract Administrator

The Director of Transportation and Utilities, or his designated representative, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

3.10 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will appoint a Project Supervisor who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Project Supervisor shall have fully authority to act on behalf of the Firm and all communications given to the Project Supervisor shall be as binding as if given to the Firm. The Project Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.11 Billing and Payment

The Firm shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

3.12 Assign ability

The Firm agrees that the work proposed shall be accomplished by the Firm identified under Section 4.2 and any subcontractors identified under Section 4.9. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

3.13 Copyright

The Firm shall irrevocably transfer, assign, set over, and convey to the City of Portage all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Contract. The Firm further agrees to execute such documents as the City of Portage may request to effect such transfer or assignment. Further, the Firm agrees that the rights granted to the City of Portage by this paragraph are irrevocable. The Firm's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

4 CITY OF PORTAGE PROJECT INFORMATION SHEET

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

4.1 Please indicate the response that best describes your business:

Sole Proprietor     Partnership     Corporation

Other (please explain) \_\_\_\_\_

4.2 Firm Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

First Date in Business: \_\_\_\_\_

4.3 Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project?

Yes     No

If yes, please explain (use additional Page)

4.4 Is your Firm up for sale?  Yes     No

If yes, please explain (use additional page).

4.5 Primary staff to be assigned to the project:

Owner/Partner: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

Principal Professional(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other Significant Technicians and Employees to be Assigned:

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Please provide resume for Project Supervisor and principal professionals to be assigned at time of proposal submission for personnel listed above.

4.6 Estimated project hours of work reflected in the lump sum proposal are as follows: (Design phase includes all work up to and including pre-construction conference. Construction Phase hours shall include all estimated hours to complete the installation. Commissioning shall include all hours necessary to debug and operate the system for a period of 30 calendar days prior to acceptance.

		<u>Design Phase</u>	<u>Construction Phase</u>	<u>Commissioning Phase</u>
4.6.1	Owner/Partner:	_____ hours	_____ hours	_____ hours
4.6.2	Professionals:	_____ hours	_____ hours	_____ hours
4.6.3	Technicians:	_____ hours	_____ hours	_____ hours
4.6.4	Clericals:	_____ hours	_____ hours	_____ hours
4.6.5	Others (Please Identify)			
	_____	_____ hours	_____ hours	_____ hours
	_____	_____ hours	_____ hours	_____ hours

4.7 Experience: Please indicate below the experience of the individuals listed in Item 4.5 from your Firm pertaining to the specific type of work listed. Please restrict projects listed to those projects performed by the individuals identified for the Portage project. Under the Self-Evaluation Section, please rate how you believe the contact person in charge of the project would rate services if they were contacted by the City of Portage and asked to rate overall satisfaction with the services provided by your Firm. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

4.7.1 Please list professional service projects similar to work requested for this project where staff identified in Section 4.5 have provided professional services.

<u>Name of Unit/ Company</u>	<u>Project Contact Person</u>	<u>Phone</u>	<u>Construction Cost</u>	<u>Self Evaluation</u>
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A

B.

C.

(If more than three projects have been performed, please list the top three that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

4.7.2 Please list other related projects that staff identified in Section 4.5 have provided professional services for.

<u>Name of Unit/ Company</u>	<u>Project Contact Person</u>	<u>Phone</u>	<u>Construction Cost</u>	<u>Self Evaluation</u>
----------------------------------	---------------------------------------	--------------	------------------------------	----------------------------

A

B.

C.

(If more than three projects have been performed, please list the top three that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

4.7.3 List any other professional service projects that you feel may indicate the ability of your firm to perform the work requested {use additional page(s) if necessary}.

4.8 If it becomes necessary to perform extra work as defined in Section 3.5, the following hourly rates will apply:

4.8.1 Owner/Partner: \$ \_\_\_\_\_ /hour

4.8.2 Professionals: \$ \_\_\_\_\_ /hour

4.8.3 Technicians: \$ \_\_\_\_\_ /hour

4.8.4 Clericals: \$ \_\_\_\_\_ /hour

4.8.5 Others (Please Identify)

\_\_\_\_\_ \$ \_\_\_\_\_ /hour

\_\_\_\_\_ \$ \_\_\_\_\_ /hour

Rates quoted should be inclusive of all expenses including, but not limited to personnel services, fringe benefits, overhead, and profit required by the Firm.

4.8.6 Please list any expense rates that may apply to extra work. If no expense rates are indicated, no expenses will be allowed. Expenses and Charge Back Rates:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.9 Subcontractors

4.9.1 Do you propose to use any subcontractors to perform work in accordance with this proposal?  
\_\_\_\_ Yes \_\_\_\_ No. (If yes, please identify subcontractor and work to be performed.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.10 A project Information Sheet (2 copies), and Project Concept Statement (2 copies), and a Request for Proposal Cost Page (2 copies) are required for submission as a part of these specifications. Have all items been included with your proposal?

\_\_\_\_ Yes \_\_\_\_ No If answer is no, please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.11 Section 1.2 requires that proposals be submitted in compliance with the City of Portage Contract Conditions and Specifications. Do you agree to comply with the Contract Conditions and Specifications?

\_\_\_\_\_Yes \_\_\_\_\_No. If answer is no, please explain

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4.12 The award of the contract for professional services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid? \_\_\_\_\_Yes \_\_\_\_\_No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

4.13 Section 3.7 establishes a firm timeline for this project. Can your Firm implement the project fully and professional within the timeline outlined? \_\_\_\_\_Yes \_\_\_\_\_No.

If no, please explain why the timeline cannot be met and provide a timeline below that addresses the major landmarks addressed in Section 3.7 {use additional Page(s) if necessary}.

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 4.2 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Please Print

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**5 CITY OF PORTAGE REQUEST FOR PROPOSALS -- COST SUMMARY**

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work.

The undersigned hereby proposes to design and furnish all labor, equipment, materials and supplies; and to do all the work in strict accordance with the plans and specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful firm conditional upon the availability of funds.

The City of Portage reserves the right to accept or reject any or all bids in the best interest of the City. The Firm's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in this proposal. No contract is created until it is executed by all parties.

The undersigned affirms that he has examined the conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned attaches hereto a bidder's bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as required in the Instructions for proposal submission, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

I propose to provide professional services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", for the total sum of:

A. Supervisory Control and Data Acquisition Upgrade	
1) Water System/PLC Upgrade	\$ _____
2) Computer System Upgrade	\$ _____
Total	\$ _____

I commit to meet the timetable for project completion as detailed in Proposal Section 3.6.

If you cannot submit a proposal in the format requested, please attach a schedule of total compensation that will cover any and all expenses and services related to the project.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

## *DRAFT CONTRACT AGREEMENT*

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

**CITY OF PORTAGE**

**CONTRACT**

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between \_\_\_\_\_, hereinafter called the “Contractor,” and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the “City.”

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the \_\_\_\_\_ all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor’s proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Contractor’s proposal (or bid) as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, the sum of which shall be,

(amount in words)	\$ _____ (in figures)
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as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. City of Portage Contract Conditions and Specifications
3. Notice to Bids
4. Instructions For Proposal Submission
5. Professional Service Requirements
6. Contractor's Proposal

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

\_\_\_\_\_

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

\_\_\_\_\_

Print name and Title

\_\_\_\_\_

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Maurice S. Evans, City Manager

Approved as to Form:

\_\_\_\_\_

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF POTAGE

**A. If the contractor is a corporation, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the Secretary of  
print or type name  
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation  
in good standing in the State of \_\_\_\_\_ and has authority  
print or type name of state  
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation, then a  
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify  
that the contract between the City of Portage and \_\_\_\_\_, Inc.  
print or type name of corporation  
was validly executed on behalf of the corporation by \_\_\_\_\_  
print or type name  
who was then the \_\_\_\_\_ of said corporation and has the  
print or type name of title  
authority to bind the corporation to the contractual agreements pursuant to the authority of its  
governing body and by-laws and is within the scope of its corporate powers.

\_\_\_\_\_  
Print or type name of corporation

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

**B. If contractor is an LLC, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am a member of the  
print or type name  
Limited liability company named as Contractor in the contract and that such LLC is in good standing  
in the State of \_\_\_\_\_ and that the LLC has the  
print or type name of state  
authority to transact business in the State of Michigan. [If the LLC is not a Michigan LLC, then a  
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify  
that the contract between the City of Portage and \_\_\_\_\_ LLC  
print or type name of LLC  
was validly executed on behalf of the LLC by \_\_\_\_\_  
print or type name  
who was then a member of said LLC and has the authority to bind the LLC to contractual agreements  
and that such contract is within the scope of its powers.

\_\_\_\_\_  
Print or type name of LLC

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_



**CITY OF PORTAGE**

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
hereinafter called the Principal, and \_\_\_\_\_, hereinafter called the Surety,  
are held and firmly bound unto CITY OF PORTAGE, 7900 South Westnedge Avenue, Portage,  
Michigan 49002, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
lawful money of the United States of America, to 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.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, the above named Principal has entered into a certain contract with the CITY OF  
PORTAGE dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the "Contract")  
for \_\_\_\_\_ (**name of project**), which contract and specifications for said work  
shall be deemed a part hereof as fully if set out herein.

AND WHEREAS, this bond given in compliance with and subject to the provisions of Act No.  
213 of the Public Acts of Michigan, for the year 1963.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be made by  
the Principal to any Subcontractor or by him or any Subcontracts as the same may become due and  
payable of all indebtedness which may arise from him to a Subcontractor or a party performing labor  
or furnishing materials or supplies, or any Subcontractor to any person, firm, or corporation on account  
of any labor performed or materials or supplies furnished in the performance of said contract, then this  
obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in  
the work to be done under it, or the giving by the party of the first part to said contract any extension  
of

Labor and Material Bond

Page 2

time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed, and delivered in  
the presence of:

:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_ Contractors,  
as principal and \_\_\_\_\_, as surety,  
are held and firmly bound unto the \_\_\_\_\_  
in the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) to be paid to the City for which payment well and truly to be made  
we, jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by the  
presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said  
\_\_\_\_\_ did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

enter into contract with the City for  
the \_\_\_\_\_.

NOW, THEREFORE, if said Contractor shall save and hold harmless the said CITY from all public  
liability and damages of every description in connection therewith, shall well and faithfully in all  
things fulfill the said contract according to all the conditions and stipulations therein contained in all  
respects, and shall save and hold harmless the said CITY from and against all liens and claims of every  
description in connection therewith, then this obligation shall be void and of no effect; but otherwise it  
shall remain in full force and virtue, and, in the event that said CITY shall extend the time for  
completion of said work or otherwise modify elements of the contract in accordance with provisions  
thereof, such extension of item or modification of the contract shall not in any way release the sureties  
of this bond.

WITNESS our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, Contractor, as principal and  
\_\_\_\_\_, as surety are held and firmly bound unto  
the City of Portage, Michigan, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter  
known as the City, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to said City, its legal  
representatives and assigns, for which payment well and truly be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, and each and every one of them jointly, firmly by  
these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the above named Principal has entered into a certain contract with the City of  
Portage, Michigan, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
wherein the said principal covenanted and agreed as follows, to wit:

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and  
under said contract, the above named principal has agreed with the City that for a period of two (2)  
years from the date of payment of Final Estimate, to keep in good order and repair any defect in all the  
work done under said contract wither by the principal or his subcontractors, or his material supplies,  
that may develop during said period due to improper materials, defective equipment, workmanship or  
arrangements, and any other work affected in making good such imperfections, shall also be made  
good all without the consent or approval of the principal after the final acceptance of the work, and  
that whenever directed to do so by the City, by notice served in writing, either personally or by mail,  
on the principal at

\_\_\_\_\_  
\_\_\_\_\_ or \_\_\_\_\_  
\_\_\_\_\_ legal representatives, or successors, or on the surety at  
\_\_\_\_\_

WILL PROCEED at once to make such repairs as directed by said City and in case of failure to do so  
within one week from the date of service of such notice, or within reasonable time not less than one  
week, as shall be fixed in said notice, then the said City shall have the right to purchase such materials  
and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and  
make such repairs and charge the expense thereof to, and receive same, from said principal or surety.

If any repair is necessary to be made at once to protect life and property, then and in that case, the said City may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting the said City shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actual paid therefore shall be charged to the principal surety. In this connection the judgment of the said City is Final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimated, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the City for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said principal, servants, agents, or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Worker's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise too remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed, and Delivered  
in the Presence of:

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)