



**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P. O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

July 1st, 2014

Addendum #3

RFP No. 6787

Title: Trial Court Parking Structure Repairs

Due Date: Wednesday July 9th, 2014, by 4:00 PM EST

This addendum is generated to provide the addition of a Performance, Labor, & Material Payment Bond, for your information as it will be required of the contractor to complete the work, upon award.

[ADDENDUM III – PERFORMANCE, LABOR & MATERIAL PAYMENT BOND](#)

Please comply with this Addendum in the bid proposal submission. Failure to acknowledge addendum #3 could result in disqualification.

Angela O. Perry
Purchasing Manager

cc: RFP 6787

PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND

_____ as Principal, hereinafter called the CONTRACTOR, and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are firmly bound unto

WASHTENAW COUNTY on behalf of Facilities Management

As obligee, hereinafter referred to as "OWNER", in the amount of _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. In case of discrepancy, amount shown in words shall govern).

for the payment whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONTRACTOR has entered a written contract with the OWNER dated _____, for the construction of

RFP # 6787, [Trial Court Parking Structure Repairs 2014](#)

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. If the CONTRACTOR fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.

Whenever the CONTRACTOR is declared by the OWNER 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 OWNER 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 OWNER, 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.

Surety shall have no obligation to the OWNER if the CONTRACTOR fully and promptly performs under the contract.

Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, 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 _____, 20__.

In the Presence of:

WITNESS

_____ (fill in contractor's name)

Principal

Title
WITNESS

Surety

Title

Address of Surety

City Zip Code