

CONTRACT

THIS AGREEMENT is made on the 22 day of December, 2014, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Liqui-Force Services (USA), Inc. ("Contractor") a Michigan Corporation with its address at 28529 Goddard Road, Suite 106, Romulus, MI 48174

(An individual/partnership/corporation, include state of incorporation)

(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 Nichols Arboretum Sewer and Siphon Rehabilitation, ITB No. 4461 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:

Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable)	Contracts and Exhibits
Vendor Conflict of Interest Form	Bonds
Prevailing Wage Declaration of Compliance Form (if applicable)	General Conditions
Bid Forms	Standard Specifications
	Detailed Specifications
	Plans
	Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means **Project Management Services Unit**

Project means **Nichols Arboretum Sewer and Siphon Rehabilitation, ITB No. 4461**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed in accordance with Detailed Specification entitled "Project Schedule."
- (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, an amount equal to \$1,300.00 for each calendar day of delay beyond Substantial Completion and \$650.00 for delays in the Final Completion of the work for each calendar day beyond the Final Completion date. 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.

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.

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 Form for the estimated bid total of:

Eight Hundred Ninety Thousand Nine Hundred and 00/100'sDollars (\$ 890,900.00)

- (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. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by 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. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

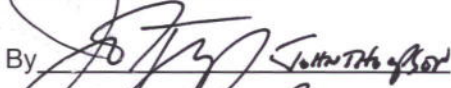
ARTICLE IX - Indemnification

To the fullest extent permitted by law, 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. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.


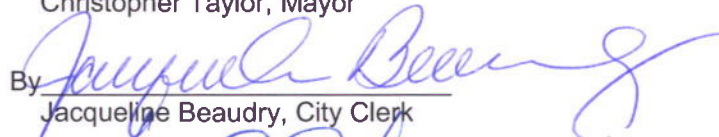
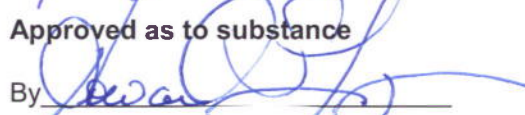

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

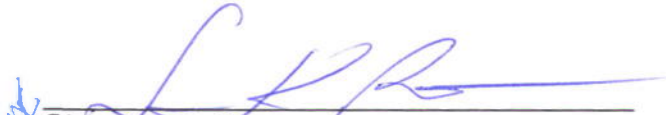
FOR CONTRACTOR

By 
Its: Technical Representative

FOR THE CITY OF ANN ARBOR

By 
Christopher Taylor, Mayor
By 
Jacqueline Beaudry, City Clerk
Approved as to substance
By 
Howard S. Lazurus
City Administrator
By 
Craig A. Hupy, P.E.
Public Service Area Administrator

APPROVED AS TO FORM AND CONTENT


Stephen K. Postema
City Attorney

PERFORMANCE BOND

Bond Number : 1001050129

(1) Liqui-Force Services (USA) Inc.
of 28529 Goddard Rd., Suite 106, Romulus, MI 48174 (referred to as
"Principal"), and U.S. Specialty Insurance Company, 13403 Northwest Freeway, Houston, TX 77040, 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

Eight Hundred Ninety Thousand Nine Hundred and 00/100
\$ (\$890,900.00), 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
December 22, 2016, for: Nichols Arboretum Sewer and Siphon Rehabilitation 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 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 2nd day of December, 2016.

U.S. Specialty Insurance Company
(Name of Surety Company)
By Kathleen M. Irelan
(Signature)

Its Kathleen M. Irelan, Attorney-In-Fact
(Title of Office)

Approved as to form:
Stephen K. Postema
Stephen K. Postema, City Attorney

Liqui-Force Services (USA) Inc.
(Name of Principal)
By John Thompson
(Signature)
Its Technical Representative
(Title of Office)

Name and address of agent:
VTC Insurance Group
1175 W. Long Lake Rd., Ste. 200
Troy, MI 48098

LABOR AND MATERIAL BOND

Bond Number : 1001050129

- (1) Liqui-Force Services (USA) Inc.
of 28529 Goddard Rd., Suite 106, Romulus, MI 48174 (referred to as "Principal"), and U.S. Specialty Insurance Company, 13403 Northwest Freeway, Houston, TX 77040, 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 use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ ^{Eight Hundred Ninety Thousand Nine} Hundred and 00/100 (\$890,900.00), 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 December 22, 2016, for Nichols Arboretum Sewer and Siphon Rehabilitation; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this 2nd day of December, 2016

U.S. Specialty Insurance Company
(Name of Surety Company)
By Kathleen M. Ireland
(Signature)

Its Kathleen M. Ireland, Attorney-In-Fact
(Title of Office)

Approved as to form:
Stephen K. Postema
Stephen K. Postema, City Attorney

Liqui-Force Services (USA) Inc.
(Name of Principal)
By John Thompson
(Signature)
Its Technical Representative
(Title of Office)

Name and address of agent:
VTC Insurance Group
1175 W. Long Lake Rd., Ste. 200
Troy, MI 48098

VOID

VOID

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert Trobec, Alan P. Chandler, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald or Susan L. Small

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Ten Million Dollars (\$ **10,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

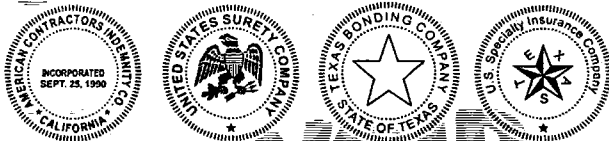
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

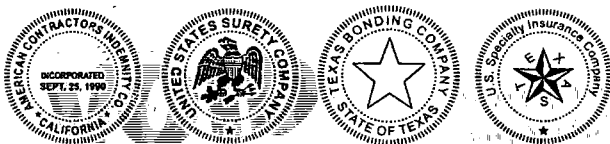
Signature (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of December, 2016.

Corporate Seals



Kio Lo, Assistant Secretary

Bond No. 1001050129
Agency No. 17050

Kio Lo, Assistant Secretary

VOID