

STATE OF MICHIGAN
COURT OF APPEALS

JP ELECTRIC PROFESSIONALS, INC.,

Plaintiff-Appellant,

v

FOREST PARK SCHOOL DISTRICT,

Defendant-Appellee.

UNPUBLISHED

May 25, 2001

No. 224677

Iron Circuit Court

LC No. 98-001191-CK

Before: Jansen, P.J., and Zahra and Owens, JJ.

MEMORANDUM.

Plaintiff appeals as of right the order of summary disposition granted in this breach of contract action. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Defendant solicited bids for the construction of a new elementary school. Plaintiff was prequalified as a bidder, and submitted a bid to perform the base electrical contract. The bid was opened at a public meeting, and plaintiff was the low bidder. At a board meeting held June 26, 1997, the school board voted to accept plaintiff's bid. Defendant did not communicate the acceptance of the bid to plaintiff.

Questions were raised in regard to the bid procedure, and in a fax sent July 2, 1997, plaintiff informed defendant that the bid acceptance was rescinded. The project was bid again, and another contractor was awarded the job. Plaintiff brought this action for breach of contract.

Before a contract can be completed, there must be an offer and acceptance. No contract can arise except on the express mutual assent of the parties. *Independence Twp v Reliance Building Co*, 175 Mich App 48, 53; 437 NW2d 22 (1989). Unless an acceptance is unambiguous and in strict conformance with the offer, no contract is formed. *Id.* If an offer does not require a specific form of acceptance, acceptance may be implied by the offeree's conduct. *Pakideh v Franklin Commercial Mortgage Group, Inc.*, 213 Mich App 636, 640; 540 NW2d 777 (1995).

The instructions to bidders indicated that the acceptance of a bid by itself did not establish a contract. A contract would be reached only when additional conditions were met. This Court is bound to construe an unambiguous contract according to its plain meaning. *Friske*

v Jasinski Builders, Inc, 156 Mich App 468, 471-473; 402 NW2d 42 (1986). The trial court properly granted summary disposition where no contract was formed.

Affirmed.

/s/ Kathleen Jansen

/s/ Brian K. Zahra

/s/ Donald S. Owens