

CITY OF WARREN WATER DEPARTMENT

Documents and Specifications for Utility Cut Repairs Ordinance No. 13107/22



WILLIAM D. FRANKLIN

MAYOR

EDDIE L. COLBERT

DIRECTOR OF SERVICE-SAFETY

FRANCO A. LUCARELLI

DIRECTOR OF UTILITY SERVICES

CITY OF WARREN, OHIO

**WATER DEPARTMENT
580 LAIRD AVENUE, S.E.
WARREN, OHIO 44484**

CITY OF WARREN, OHIO

MAYOR

WILLIAM D. FRANKLIN

SAFETY SERVICE DIRECTOR

EDDIE L. COLBERT

LAW DIRECTOR

ENZO C. CANTALAMESSA

AUDITOR

VINCENT S. FLASK

DIRECTOR OF UTILTIY SERVICES

FRANCO A. LUCARELLI

COUNCIL

PRESIDENT OF COUNCIL

JOHN BROWN

FIRST WARD

TODD JOHSON

SECOND WARD

ANDREW HERMAN

THIRD WARD

GREG GREATHOUSE

FOURTH WARD

MARK FORTE

FIFTH WARD

ASHLEY MINER

SIXTH WARD

CHERYL SAFFOLD

SEVENTH WARD

RON WHITE

COUNCIL-AT-LARGE

HELEN RUCKER

GARY STEINBECK

KEN MACPHERSON

CLERK OF COUNCIL

BRENDA SMITH

BOARD OF CONTROL

WILLIAM D. FRANKLIN – MAYOR

EDDIE L. COLBERT – SAFETY SERVICE DIRECTOR

**VALERIE STEVENSON - SECRETARY
CITY OF WARREN, OHIO**

LEGAL NOTICE
ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the city of Warren, Ohio will accept sealed bids for the:

CITY OF WARREN
WATER DEPARTMENT
UTILITY CUT REPAIR PROJECT

**The Director of Public Service will receive sealed bids for the above mentioned until
11:00 AM on April 28th, 2022**

At the office of the Director of Public Service and Safety, 391 Mahoning Avenue N.W., Warren, Ohio, 44483, and publicly opened and read aloud at City Hall, Warren, Ohio, immediately thereafter for furnishing material and performing the labor for the execution of the above-mentioned project for General Contract.

Bid blanks and specifications sheets are on file at the office of the,

CITY OF WARREN WATER DEPARTMENT
580 LAIRD AVENUE, SE
WARREN, OHIO 44484
330-841-2531

HOURS: 8:00AM TO 4:00PM

The Board of Control reserves the right to reject any or all bids and to waive any informality in bidding.

Each bidder shall be required to file with his bid a bid guaranty in one of the following forms:

- (1) A bond, for the full amount of his bid; or
- (2) A certified check equal to ten percent (10%) of his bid; or
- (3) A cashier's check equal to ten percent (10%) of his bid; or
- (4) A letter of credit, pursuant to Chapter 1305 of the Ohio Revised Code, equal to ten percent (10%) of his bid.

LEGAL NOTICE-CONTINUED:

Any bid guaranty shall be subject to the applicable provisions of Chapter 153 of the Ohio Revised Code to the same extent as if said provisions of Chapter 153 were fully incorporated within said bid guaranty.

If the bid is accepted, the successful bidder shall enter into a contract and furnish a Contract Performance Bond as provided for below:

(A) A Contract Performance Bond in an amount to 100% of the estimated cost of the work, conditioned among other things, that the contractor will perform the work upon the terms proposed, within the time prescribed, in accordance with the plans and specifications.

Bids of corporation not chartered in Ohio must be accompanied by proper certification that such corporation is authorized to do business in Ohio.

Successful Bidders will be required to pay at least minimum wage rates predetermined by the State of Ohio for the project work as required. The schedule of Approved Wage Rates, predetermined by the State of Ohio, incorporated in the Contract Documents.

Each Bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

The successful low bidder will be required to comply with all contract requirements for Equal Employment Opportunities. All Bidders must fill in all the blanks of the Proposal in ink or typewritten.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 33 USC1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

No bids may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

Attest to: VALERIE STEVENSON, (330) 841-2601.

THE CITY OF WARREN

**EDDIE L. COLBERT
DIRECTOR OF PUBLIC SERVICE AND SAFETY**

ADVERTISE: April 14th and April 21st

IMPORTANT NOTICE TO ALL BIDDERS

THIS NOTICE IS INTENDED TO CLARIFY THE PROCEDURE IN BIDDING AND BECOMES A PART OF THE INSTRUCTIONS TO BIDDERS

BIDS SHALL BE MADE ON THE FORMS PROVIDED HEREIN. THESE FORMS SHALL REMAIN ATTACHED TO THE BIDDING MANUAL. THE ENTIRE MANUAL SHALL BE RETURNED AND SEALED AS PER THE INSTRUCTIONS TO BIDDERS. ALL DOCUMENTS INCLUDED IN THE BIDDING MANUAL SHALL ALSO REMAIN AS ORIGINALLY ATTACHED.

(IT IS THE RESPONSIBILITY OF EACH BIDDER TO PROVIDE FOR HIS OWN COPIES).

INSTRUCTIONS TO BIDDERS

PROPOSAL: Sealed proposals for this work on forms provided by the city of Warren will be received at the office of the Director of Public Service and Safety, City Hall, 391 Mahoning Avenue N.W., Warren, Ohio 44483, on the day set in the advertisement, when the bids will be publicly opened and read. Each proposal must contain the full name of the party or parties making the same and of all persons interested therein.

No withdrawal or modifications of the proposal will be permitted after it has been submitted.

Prices stated in figures in the respective columns provided therefore in the proposal must be submitted for each item where a quantity is shown. Where the item involves both labor and material, a price for each must be stated separately in figures. If the total price bid for each item does not equal the sum of the prices bid for material and labor separately, the total price will have precedence.

The prices bid for each item are to be the price for one unit as shown.

Proposals in which the parties are obviously unbalanced may be rejected.

The Bidder must enter the percent of contract needed by him to cover the cost of the Maintenance and Surety Bond. Failure to enter the percent is cause for rejection of his bid.

Failure to have performed satisfactorily any contract previously awarded to the Bidder by the City may be considered sufficient cause for the rejection of his bid.

The proposal, comprising the entire volume with all the papers bound thereto, and with all Addenda issued, must be deposited unutilized and without any change in the items or conditions which are stipulated in the proposal form. This requirement shall not operate to debar a bidder from filing with his proposal a separate statement of any desired effect, which statement will be considered by the city on its merits.

APPROXIMATE QUANTITIES: Proposals will be compared on the basis of the estimated quantity of work to be done and materials to be furnished as stated on the proposal forms. These quantities are approximate only. The Bidder is presumed to have verified the quantities and he is required to report any major discrepancies to the City of Warren before the date for taking of bids. The City expressly reserves the right to increase, decrease or omit any item that it may deem advisable. Payments will be determined by measurements and computations of the actual amount of work performed as specified in the contract and the unit prices bid.

BID GUARANTEE: Each Bidder shall be required to file with his bid a bid guaranty in one of the following forms:

INSTRUCTIONS TO BIDDERS-CONTINUED:

- (1) A bond, for the full amount of his bid; or
- (2) A certified check equal to ten percent (10%) of his bid; or
- (3) A cashier's check equal to ten percent (10%) of his bid; or
- (4) A letter of credit, pursuant to Chapter 1305 of the Ohio Revised Code, equal to ten percent (10%) of his bid.

Any bid guaranty shall be subject to the applicable provisions of Chapter 153 of the Ohio Revised Code to the same extent as if said provisions of Chapter 153 were fully incorporated within said bid guaranty.

Bid check must be a Certified Cashier's Check made payable to the Treasurer of the city of Warren, Ohio. Or, if a proposal bond is submitted, it must be properly and duly executed by an approved surety company licensed to conduct business in the State of Ohio.

After receipt of bids and as soon as they have been tabulated and the three lowest responsible Bidders determine, bid deposits will be returned to all except the three lowest responsible Bidders at once, but in any case, not more than thirty (30) days following opening of bids. Deposits of the three lowest responsible Bidders will be returned as soon as the contract or contracts are fully executed and secured.

In case a Bidder to whom a contract award is made shall fail to execute and secure a contract within ten (10) days, (Sundays excluded), of which notice of such award, the award shall be vacated and the deposit forfeited.

CONSENT OF SURETY: Each proposal must also be accompanied by a Consent of Surety properly and duly executed by an approved surety company, licensed to conduct business in the State of Ohio.

STATEMENT OF QUALIFICATIONS: The Bidder shall furnish with his proposal evidence satisfactory to the city, of his experience to successfully and properly prosecute the proposed work to completion within the time stated in the proposal.

The Bidder shall submit the required information on the included form showing "Qualifications of Bidder", and shall supplement the information there given to a degree as may be required by the city after the receipt of bids.

SIGNATURE OF BIDDER: The corporate firm or individual name of the Bidder must be signed by the Bidder in the space or spaces provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized.

INSTRUCTIONS TO BIDDERS-CONTINUED:

In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "members of firm". In case of an individual, use the term "doing business as _____", or "sole owner". The Bidder shall further state in his proposal the name and address of each person or corporation interested therein.

ADDENDA AND INTERPRETATIONS: The City will not make any oral interpretation of the meaning of the plans, specifications or other contract documents to any Bidder, nor will any preference or approval be expressed in any way for any materials or equipment prior to the award of any contract.

If any person who contemplates the submission of a proposal is in doubt as to the true meaning of any part of plans, specifications, or other proposed contract documents, he may submit to the city, at least ten (10) days prior to the date set for the receiving of proposals, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be mailed to the respective addresses furnished for such purpose, not later than five (5) days prior to the date fixed for the receiving of proposals, to all parties of record as having taken out a FULL SET OF PLANS AND SPECIFICATIONS. Failure of any Bidder to receive any addendum or interpretation shall not relieve the Bidder from any obligation under his bid, as submitted for it is the Bidders responsibility to ascertain that all addenda have been examined and read by him. All addenda so issued shall become a part of the contract documents and must be attached to each proposal.

AWARD OF CONTRACT: City reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful Bidders, and the right to disregard all non conforming, non responsive, unbalanced or conditional bids. Also, city reserves the right to reject the bid of any Bidder if the city believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the city.

In evaluating bids, the city will consider the qualifications of the Bidders whether or not the bids comply with the prescribed requirements and such alternates, unit prices and other data, as may be requested in the documents or prior to the notice of the award.

the city may consider the qualifications and experience of subcontractors, suppliers and other persons and organizations proposed for those portions of the project as to which the identity of subcontractors, suppliers and other persons and organizations must be submitted as provided in the supplementary conditions. The city also may consider the operation cost maintenance requirements, performance data and guarantees of major items of materials and equipment

INSTRUCTIONS TO BIDDERS-CONTINUED:

Proposed for incorporation in the project when such data is required to be submitted prior to the notice of award.

The city may conduct such investigation as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidder, proposed subcontractors, suppliers and other persons and organizations to perform and to furnish the project in accordance with the contract documents to the city's satisfaction and within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by city indicates to the city that the award will be in the best interest of the project.

Notice of the award of the contract to the successful Bidder will be made in writing by mail. Such notice will be forwarded to the Contractor to the address furnished by him in his proposal as being his proper legal address to which all formal notices shall be sent and to which his bid deposit should be returned. Notice of award shall also be sent to the surety company, and to the agent who executed the bond.

SIGNING OF THE CONTRACT: At the time the city forwards the Notice Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the agreement with all other written contract documents attached. Within ten (10) days thereafter (Saturdays and Sundays excluded), the contractor shall sign and deliver the required number of counterparts of the agreement with all attached documents and required bonds and insurances to the city. Within ten (10) days (Saturdays and Sundays excluded), the contractor shall sign and deliver the required number of counterparts of the agreement with all attached documents and required bonds and insurances to the city. Within ten (10) days (Saturdays and Sundays excluded) the city shall deliver one fully signed contract to the contractor.

A Bidder to whom a contract is awarded and who is a corporate body shall furnish at the time of the execution of the contract a resolution of the Directors of the corporation, sealed with the corporate seal and authorizing the officer signing to execute the contract upon behalf of the corporation. A copy of this evidence of power to sign shall be attached to each copy of the contract.

CONTRACT BOND: The successful Bidder shall be required to furnish a bond for the faithful performance of the contract or contracts in a sum not less than one hundred per cent (100%) of the total bid for the completed work for each contract, said bond to be that of an approved surety company, authorized to do business in the State of Ohio, and having a local agent with authority to execute said bond.

Agents of bonding companies which write bonds for the performance of the contract shall furnish power of attorney, bearing the seal of the company, evidencing such agent's authority to execute

INSTRUCTIONS TO BIDDERS-CONTINUED:

the particular type of bond to be furnished. A copy of this proof shall be attached to each signed copy of the contract.

In the event of failure of the surety or co-surety or if, at anytime, such is declared unsatisfactory by the city, the Contractor shall immediately furnish a new bond, and as required herein.

WORKMAN'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The attention of the Bidder is specifically called to the sections under "General Conditions", entitled Workmen's Compensation and Insurance and Public Liability and Property Damage Insurance.

WAGE RATES: The attention of the Bidders is directed to the requirements that every laborer, workman or mechanic employed on this contract are to be paid not less than minimum hourly rates of pay determined by the Department of Industrial Relations of the State of Ohio, or as determined by the Federal Wage Determination as issued, by the Secretary of Labor. The highest minimum rate shall prevail.

TIME: Proposals for the performance of the work covered by this contract may be held by the city for a period of sixty (60) days after the receipt of proposals and shall continue in full effect during that period and not subject to withdrawal. If no contract shall have been awarded within sixty (60) days from the receipt of proposals, any proposal may be withdrawn or nullified by the party or parties submitting the same, but in the absence of such action shall be deemed to be conformed and extended in time and for as long as permitted by the proposers thereof.

The party or parties submitting a proposal will be required to execute a written contract with approved sureties, within ten (10) days (Sundays excluded) from the date of service of notice to that effect.

A written contract with sureties approved may be held by the city for a period of thirty (30) days calendar days following the date of award of contract, and, if not then approved, as by law required, shall be null and void, provided that the Contractor of second party thereof may permit the extension of said thirty (30) day period.

Work shall be commenced within ten (10) days from the date of written notice from the city to commence work. Any work performed prior to the date of said notice to commence work will be at the Contractor's expense, unless decided otherwise by the city.

PERMITS: The Contractor shall take out all necessary permits from municipal or other public authorities, and shall give all notices required by law or municipal ordinance.

CITY INCOME TAX: The Contractor shall comply with all applicable provisions of the City of Warren Revenue Tax Ordinance.

Utility Street Cut Repairs, APP - 2500 SY

The work shall consist of reconstructing existing utility street cuts with 3" of ODOT item 448 Surface Course.

It is anticipated that approximately 2500 SY of utility cut repairs will be authorized in the 2022 calendar year. The contractor shall provide a unit price that will be utilized for utility repair work throughout the year. The city will provide a minimum of 300 SY of repair work per visit.

The city will designate the location and limits of areas to be reconstructed by using aerosol spray paint to outline those areas for reconstruction. Rectangular areas with dimensions as required will be utilized.

Excavation shall be included in the Utility Street Cut Repair cost per square yard. Pavement will be removed to the specified depth without loosening or otherwise damaging adjacent pavement. Dispose of the removed pavement according to ODOT item 202.

Level and prepare existing slag base. The utility cut shall be approximately 3" in depth. If additional slag base is necessary, the cost of this item shall be included in the cost of the Utility Street Cut Repair per square yard. Any additional slag base shall conform to ODOT item 304.

Apply ODOT 407.02 tack material to thoroughly coat the exposed surface and to fill cracks and joint openings.

Place and compact approved item 448 asphalt concrete to finish flush with the adjacent pavement surface. Thoroughly compact using a type 1 pneumatic roller that conforms to 401.13 to produce a smooth surface flush with the existing pavement surface.

Seal the perimeter surface of the reconstructed area by applying a nominal 4" wide strip of approved 702.04 asphalt material, RS-1, RS-2, CRS-1, or CRS-2, or 702.01 approved PG binder.

The city will measure the quantity of utility street cut reconstruction by the number of square yards of pavement reconstructed in the complete and accepted work, calculated using the dimensions established by the city. Payment is full compensation for furnishing all materials, including tack coat, slag base, asphalt concrete, seal coat, traffic control, and incidental necessary to complete this work.

Note: The limits listed within the proposal are for estimating purposes only. The City reserves the right to eliminate, increase or decrease any individual component of this proposal without invalidating the submitted prices for any item. The contract value will be based on the actual work performed and the unit prices submitted for the individual items selected for completion by the City.

CITY OF WARREN, OHO

PROPOSAL

In accordance with these specifications, in all its parts, and subject to the terms, conditions, and requirements contained therein, the undersigned proposes to furnish the equipment and provide services identified.

The undersigned has read, studied and understood all the Specifications and Contract Documents, including all Addenda, and accepts the same as sufficient to indicate and convey understanding of all the conditions and requirements under the contract, and proposes to comply with all the conditions and requirements under the contract.

Bids will be accepted for:

CITY OF WARREN UTILITY CUT REPAIR PROJECT

FIRM UNTIL DECEMBER 31, 2022 with a one-year renewable clause. By October 1, 2022 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2023.

	Quantity	Unit Price	Total Cost
Utility Street Cut Repairs	2500 SY		

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned is:

_____ dollars

\$ _____.

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

CITY OF WARREN, OHIO

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CANCELLATION AND TERMINATION

- 1.) Failure to perform according to the terms of the contract,
- 2.) Engage in any action which in the good faith judgment of The CITY OF WARREN, based upon information then in its possession, has injured The CITY OF WARREN business or otherwise materially and adversely affected its interests or which might injure its business or so affect its interests if The CITY OF WARREN were to continue the contract,
- 3.) Breach of any term of the contract.

Tom Letson, Treasurer
PO Box 230
Warren, OH 44482
Telephone: 330.841.2551

INCOME TAX DIVISION



**CONTRACTOR'S TAX AFFIRMATION
FOR
WARREN CITY INCOME TAX**

Please complete the following information:

COMPANY/BUSINESS _____ FED. ID NO. _____
MAILING ADDRESS _____ TELEPHONE _____
PRESIDENT _____
PERSON TO CONTACT _____

I, _____, do hereby agree to register with the City of Warren's Income Tax Department to establish an active account, if I have not already done so, and to comply with all tax-related Ordinances.

I hereby agree to keep my City Income Tax account current and specifically agree and understand that any arrearages on said account may be deducted from the monies due me from the City for my performance of the work covered by this contract.

➤ NOTE: You, as the main contractor have the responsibility to inform all of your sub-contractors of the City of Warren's tax liability of 2.5%. Please forward a list of all sub-contractors with names, addresses, phone numbers and federal identification numbers to the Warren City Income Tax Department.

UNDERSTOOD AND AGREED

By: _____
(Name)

(Title)

WITNESSED BY: _____

(Date)

BID BOND

KNOW ALL MEN BY THESE PRESENT, That we the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto _____, as Owner in the penal sum of _____, Dollars, for the payment which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to _____, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the _____.

NOW THEREFORE:

- (a) If said bid shall be rejected, or in the alternate.

- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event exceed the penal sum of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of time within which the Owner may accept such bid; and said Surety does hereby waive notice of any extension.

BID BOND - CONTINUED:

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presence to be signed by their proper officers, the day and year first set forth above.

NAME OF FIRM _____

ADDRESS _____

SIGNED BY _____

ATTEST:

NAME OF SURETY _____

ADDRESS OF SURETY _____

SURETY AGENT _____

SIGNED BY _____

ATTEST:

SEAL

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF TRUMBULL

(a) _____ being duly sworn, deposes and says that he is (b) _____ of the (c) _____, and that he has been duly authorized to submit a proposal of the amount shown on the proposal "Sources and Uses of Funds" and that the aforementioned persons and/or corporation are the only persons interested in any Contract which may result from the herein contained Proposal; that the said proposal is made without any connection, interest, or collusion in the profit thereof with any other person making any other bid or proposal for said project; that said proposal is on his part in all respects fair, without collusion or fraud, and also that no officer, employee or official of the City of Warren, Ohio, is directly or indirectly interested therein; and that all statements made by him in his proposal are true.

(a) _____
Signed

Subscribed and Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____

Notary Seal

- (a) Affiant or name of person submitting the Proposal.
- (b) Affiant's duly authorized title.
- (c) Name of Corporation or partnership submitting Proposal.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on to undertake the project known as The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this day of, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said shall well and faithfully do and perform the things agreed by to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

WITNESS OUR SIGNATURES:

This Day of20...., signed in the presence of

PRINCIPAL

SURETY
