



# SEALED BIDS FOR EQUIPMENT WITH OPERATOR

Bid Packet

Schwenksville Borough

300 Main Street  
Schwenksville, PA 19473

Gregg Schuster  
Info@schwenksville-pa.org

## LEGAL NOTICE

### Request for Sealed Bids for Equipment with Operators Schwenksville Borough, Montgomery County

Notice is hereby given that Schwenksville Borough will accept sealed proposals for equipment with operators to perform routine road and storm pipe maintenance in accordance to the RFP and Specifications contained therein. Bids are due by 12:00 Noon on April 1, 2022 and will be considered by Borough Council at their April 14, 2022 Regular Meeting.

Bids are to be marked "Road Equipment Rental with Operators" and delivered to:

Borough Manager  
Schwenksville Borough  
300 Main Street  
Schwenksville, PA 19473

Bid Package & Information for Bidders may be downloaded from [www.schwenksville-pa.org](http://www.schwenksville-pa.org) or requested from [Info@Schwenksville-pa.org](mailto:Info@Schwenksville-pa.org). All Bids must be on the prescribed form. The Borough Reserves the right to reject all bids if in the interest of the Borough. The low bid shall be determined by the average cost of equipment bid upon. All questions should be directed to the Borough Manager at [info@schwenksville-pa.org](mailto:info@schwenksville-pa.org).

To be Published two times in the Pottstown Mercury  
March 22, 2022 Edition  
March 29, 2022 Edition

Invoice and Proof of Publication Sent to

Borough Manager  
Schwenksville Borough  
300 Main Street  
Schwenksville, PA 19473

NOTICE TO BIDDERS

SEALED BIDS

The Borough of Schwenksville will receive sealed bids for the leasing of equipment and operating services for ROAD EQUIPMENT RENTAL WITH OPERATORS for the period from April 30, 2022 to March 30, 2023. Bids will be received until 12:00 noon prevailing time, on April 1, 2022.

Bids to be submitted to:

Borough Manager  
Schwenksville Borough  
300 Main Street  
Schwenksville, PA 19473

Bids will be opened and read at noon April 1, 2022 at the Schwenksville Borough Hall, 300 Main Street, Schwenksville, PA 19473.

Bids will be reviewed by the Borough Council at a public meeting on April 14, 2022 at 7:00 p.m. as listed on the Borough Calendar at [www.schwenksville-pa.org](http://www.schwenksville-pa.org).

Specifications and other contract documents are available at Schwenksville Borough Hall:

Borough Manager  
Schwenksville Borough Hall  
300 Main Street  
Schwenksville, PA 19473

Proposals must be submitted on regular forms provided by Schwenksville Borough and shall be sealed in an envelope identified with the Bidder's name and marked "Bid Proposal for Road Equipment Rental with Operators: Opening on April 1, 2022."

Bidders are required to provide a certified check or Bid Bond in the amount of One Thousand Dollars (\$1,000.00) as proposed security.

Schwenksville Borough reserves the right to reject any or all bids.

SCHWENKSVILLE BOROUGH  
MONTGOMERY COUNTY, PA

Gregg Schuster, Interim Borough Manager

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Schwenksville Borough  
300 Main Street  
Schwenksville, PA 19473

Bidders:

This proposal is submitted in accordance with the advertisement inviting proposals to be received until 12:00 noon, prevailing time, on the 1st day of April 2022, for Road Equipment Rental With Operators in the Borough of Schwenksville.

Having carefully examined the proposed Regulations, the Specifications, Information to Bidders, and the contract form, the undersigned hereby proposes to furnish and maintain the equipment, furnish all fuel, fluids, lubricants, operator(s) and necessary attachments for the equipment listed on the attached Schedule of Equipment for a twelve (12) month period beginning April 30, 2022 and ending on March 1, 2023.

I hereby certify that I have read, understood, and agree to all of the conditions outlined in the Notice to Bidders, Specifications, Information to Bidders and all other parts of these contract documents and submit the following bid to Schwenksville Borough for leasing the specified equipment and operator(s) for the equipment listed on the Schedule of Equipment attached hereto and made a part hereof.

### **PROPOSAL**

The undersigned certifies that, insofar as the equipment and work covered by this Proposal are concerned, he/she/they accepts the provisions of the Workmen's Compensation Act of 1915 and the supplements and amendments thereto, and that he/she/they will insure his/hers/their liability thereunder prior to signing a contract with the Borough for this work.

In submitting this bid, it is understood that the unrestricted right is reserved by Borough Council to reject any or all proposals, and to waive any technicalities required for the best interests of the Borough. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract, and it is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

The party making the foregoing proposal certifies that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, or communication, or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price or that of any other bidder, or to secure any advantage against the Borough of Schwenksville, or any person interested in the proposed contract.

The undersigned does hereby state and verify under the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities, that the bidder has not agreed, colluded, or otherwise attempted to affect the bidding process in any manner, including, but not limited to, fixing prices, fixing bids, agreeing to bid or refraining from bidding, or in any manner attempting

to or otherwise affect the bid process concerning the proposed contract for the leasing and maintaining of equipment and supplying operators for same in the Borough of Schwenksville, Montgomery County, Pennsylvania.

**SCHWENKSVILLE BOROUGH IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER**

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

OFFICIAL ADDRESS:

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

SCHWENKSVILLE BOROUGH

2022

ROAD EQUIPMENT RENTAL WITH OPERATOR  
BID PACKAGE

## Schedule of Equipment

### Road Equipment Bid

Schedule of Road Equipment to be used within Schwenksville Borough.

Contract Start Date April 30, 2022    Contract End Date March 1, 2023

#### Schedule A

- Item #1        Bulldozer with operator
- Item #2        Tractor-style front end loader with operator
- Item #3        Tractor- backhoe with operator
- Item #4        18 Ton dump truck with operator
- Item #5        10 Ton dump truck with operator
- Item #6        Pickup truck with operator
- Item #7        Road Broom with operator
- Item #8        Tar bucket with operator
- Item #9        Air compressor with operator
- Item #10       Tandem grader with operator
- Item #11       8 Ton roller with operator
- Item #12       5 Ton roller with operator
- Item #13       3 Ton roller with operator
- Item #14       Blacktop paver with operator
- Item #15       Plate vibrator with operator
- Item #16       Laborer (per man)

I certify that the equipment listed will be made available to the Borough and meet all terms described to which this schedule is attached.

Vendor Signature: \_\_\_\_\_

Schedule A.	Manufacture Name	Model name or Number	Year of Manufacture	License Number if Applicable	Rate Bid/Hour
Item #1					
Item #2					
Item #3					
Item #4					
Item #5					
Item #6					
Item #7					
Item #8					
Item #9					
Item #10					
Item #11					
Item #12					



Item #13				
Item #14				
Item #15				
Item #16				
		A	Total of all of Items Bid (\$)	
		B	Total number of all Items Bid	
		C	Average of all Items Bid (A/B)	
			Cost of Diesel Fuel Used for Bid	

**Note: Bids will be awarded based on the average cost of all items bid.**

ROAD EQUIPMENT RENTAL BID AND CONTRACT  
(WHEN EXECUTED)

(Instructions on Page 12 to 15)

A. DELIVERY OF PROPOSALS

All envelopes containing Bid Proposals shall be clearly marked "Bid Proposal for Road Equipment Rental with Operators Opening on April 1, 2022."

Sealed proposals will be received on or before 12:00 noon on April 1, 2022 at the Schwenksville Borough Hall, 300 Main Street, Schwenksville, PA 19473. The Borough Mail Box located adjacent to the front public entrance will be emptied at 12:00 Noon.

Proposals will be opened and read at approximately 12:00 noon or shortly thereafter on April 1, 2022 at Schwenksville Borough Hall or the adjacent temporary office space, 300 Main Street, Schwenksville, PA 19473. Results will be posted on [www.schwenksville-pa.org](http://www.schwenksville-pa.org) by the close of business April 6, 2022. Search "Bids".

B. NAME OF CONTRACTOR (To be completed by Bidder)

Proposal of \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address)

C. SPECIFICATIONS

**The contractor hereby proposes and agrees:**

1. To provide, on a rental basis, equipment described in the attached Schedule of Equipment on an "as needed" basis, where directed, within the geographic area described in the Schedule of Equipment for the period beginning April 30, 2022 and ending on March 1, 2023.

2. To maintain the equipment in good mechanical and operating condition and to make all the repairs and/or replacements at the CONTRACTOR'S EXPENSE.

3. The equipment described in the Schedule of Equipment shall be provided to the BOROUGH upon two weeks emailed or oral notice for all its operations, except in emergency situations including downed trees, utility repairs, flooding, for which purpose the equipment will be provided within twenty-four hours of notice.

4. To furnish all fuel, anti-freeze, oil, lubricants, operator(s) and necessary operating attachments.

5.The CONTRACTOR shall permit the SCHWENKSVILLE BOROUGH to review all records relating to labor and equipment utilized under the terms of this Agreement.

6.The CONTRACTOR shall provide comprehensive general liability insurance with minimum limits of liability with respect bodily injury of up to One Million Dollars (\$1,000,000.00) for each person, Three Million Dollars (\$3,000,000.00) for each occurrence and Five Hundred Thousand (\$500,000) with respect to property damage for each occurrence. Said coverage, in the form of a certificate of a qualified insurance company must be provided to SCHWENKSVILLE BOROUGH when the contractor is notified by the BOROUGH that their bid has been accepted. The said insurance shall not be cancelled without twenty (20) days prior written notice of such cancellation to the BOROUGH. Proof that premiums for said insurance have been paid in advance for the period covered by said insurance shall be provided.

7.The CONTRACTOR is responsible for all costs incurred in the delivery and return of the equipment.

8.When accepted by the BOROUGH, this proposal will constitute a contract binding on the CONTRACTOR, their executors, administrators, successors or assigns.

9.The successful bidder shall, within ten (10) days of the award of the contract, submit a guarantee of performance of the terms of the contract in the form of a Bond or certified check, or guaranteed Letter of Credit payable to the SCHWENKSVILLE BOROUGH in the amount of Twenty Thousand Dollars (\$20,000.00). A Performance Bond shall be on the attached form (Performance Bond) or its equivalent. If a certified check is submitted, it will be forfeited SCHWENKSVILLE BOROUGH to cover any added costs to the BOROUGH in the event the BOROUGH determines by written notice to the CONTRACTOR that any equipment was not available when needed or that its performance was unsatisfactory.

10.Fuel Escalator: As of the date of the awarding the contract, the contractor and the Boroughs shall determine the diesel fuel costs as set forth by the published cost of "Retail On-Highway Diesel" as reported by the U.S. Department of Energy for the "Central Atlantic" region as found on the following website: [Http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp#](http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp#) thereafter, in the event that gasoline (diesel & regular unleaded) prices increase ten percent (10%) for a continuous period of two (2) months, the contractor shall be able to surcharge the hourly rates charged to the Borough for road equipment rentals based on the actual percentage of increase for that two (2) month period of time and continuing thereafter, so long as the price remains at the elevated rate.

Labor charges are not subject to the escalator clause.

**D.CERTIFICATION (To be completed by Bidder)**

**CONTRACTOR:** \_\_\_\_\_  
[NAME]

1.The only person(s) having an interest in this proposal, including owners of the equipment leased by the CONTRACTOR, is (are):

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

2.None of the above persons are employed by the SCHWENKSVILLE BOROUGH.

3.The CONTRACTOR has provided Workmen’s Compensation Insurance for the operators of his equipment to be provided under the terms of this Contract. (Where required by law)

4.The CONTRACTOR will comply with all the requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the job.

5.All equipment bid on is of a size and/or capacity equal to or greater than that indicated in Schedule A of the above Schedules of Equipment.

WITNESSED OR ATTESTED BY: \_\_\_\_\_  
(Owner)

\_\_\_\_\_ BY: \_\_\_\_\_

(SEAL)

E.ACCEPTANCE (To be completed by appropriate Municipal Officers only in the event the above proposal is accepted)

ACCEPTED ON: \_\_\_\_\_, 2022

**MUNICIPALITY: SCHWENKSVILLE BOROUGH**

SCHWENKSVILLE BOROUGH COUNCIL

BY: \_\_\_\_\_, PRESIDENT

ATTEST:

\_\_\_\_\_  
GAIL PHILLIPS, SECRETARY

## INSTRUCTIONS TO BIDDERS

### 1. BID FORM

All bids must be submitted in conformity with the requirements of the Advertisement for Bids, the detailed Specifications and Regulations, and the Contract Forms. All bids must be submitted on the Bid Proposal Forms furnished for the purpose. Bid Proposal Forms shall be enclosed in an envelope sealed and clearly marked "Bid Proposal for Road Equipment Rental with Operators Opening on April 1, 2022", so as to safeguard against opening prior to the time set therefore. Sealed Bid Proposals must be addressed to: "Borough Manager, Schwenksville Borough, 300 Main Street, Schwenksville, PA 19473."

### 2. BID CHANGES

The Borough will not accept any additions, changes, modifications, or alterations to bids once they have been received at Borough Hall. All withdrawals of bids will be in accordance with the procedure under the law. Bids which contain alterations, omissions, or irregularities or which are incomplete will be rejected.

### 3. BID GUARANTY

Each bid must be accompanied by a certified check of the bidder or a Bid Bond which shall be for an amount of One Thousand Dollars (\$1,000.00) as proposed security. Bid Bonds shall be made payable to "Schwenksville Borough". Guaranty will be forfeited in the event the successful bidder fails to enter into a written contract with Schwenksville Borough in accordance with the Bid Proposal within twenty (20) days after the award of the contract. Bid Bonds and certified checks of unsuccessful bidders will be returned within ten (10) days of the award of the contract. The bid security of the bidder to whom this contract is awarded shall be returned to the bidder upon the execution of the contract and delivery of the Bond with Surety as provided hereafter.

### 4. REGULATIONS AND SPECIFICATIONS

In case of any conflict in requirements as set out by the Regulations and Specifications, the Ordinance shall take precedence over the Regulations, and both shall take precedence over the Specifications.

### 5. QUALIFICATIONS OF BIDDER

The Borough may make such investigation as deemed necessary to determine the ability of the bidder to perform the work. If requested, the bidder shall furnish to the Borough all such information and data for the purpose as the Borough may request. The Borough reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Borough that the bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be submitted.

### 6. PERMITS AND LICENSES

The successful bidder shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incident to the due and lawful prosecution of this work.

### 7. BID PROPOSALS

All Bid Proposals must be good for a minimum of forty five (45) days and cannot be withdrawn.

## 8. SURETY BONDS

The successful bidder, to whom an award shall be made by the Borough, will be notified in writing of the award, with the notice of award being directed to such successful Bidder at the address appearing in his Bid Proposal. However, the bidder will be required to furnish the specified Performance Bond in the form bound herewith prior to receiving the award. The Bond will become binding upon the award of the contract. Within ten (10) days of delivery of the Notice of Award to any successful bidder, the successful bidder shall execute and deliver to the Borough the contract. In form bound herewith, duly completed, and shall deliver to the Borough proper evidence of the effectiveness of insurance coverage required by the Specifications bound herewith.

## 9. POWER OF ATTORNEY

Each Attorney-in-Fact who purports to have power to bind a surety company and who executes on behalf of a surety company a fidelity or surety bond or undertakings and other documents of a similar character shall evidence his (or her, as the case may be) power to bind such a company by submitting with the bid a writing to that effect.

## 10. BIDDERS PRESENT

Bidders are not required to be present at the bid opening. The Borough reserves the right to open bids in an alternate location due to the current closure of Borough Hall and/or any restrictions due to COVID-19. Bidders who wish to be present at the bid opening shall check the Borough website for any updates.

## 11. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

The Contract will be awarded to the “lowest responsive and responsible bidder” **based on the average cost of items bid.** In awarding bids, the Borough Council shall have the right to take into consideration the following factors, in addition to price:

The character, integrity, reputation and judgment of the bidder

The number and scope of conditions attached to the bid

The number of equipment items bid

The ability, capacity, experience and skill of the bidder to perform the contract

The Borough Council reserves the right to (1) reject any and all bids and (2) advertise for new bids and (3) waive technical defects in bids.

## 12. EXCLUSIONS AND RESTRICTIONS

The Successful Contractor will be used for all borough maintenance work financed by borough funds without restrictions imposed by conditions of Grant Contracts, County Government Regulations, State Government Regulations, Federal Government Regulations, or projects that were bid/estimated or include materials bid that are not readily available to the Borough for purchase under CO-Stars. The decision as to whether or not work falls under this contract resides with the Borough and is within the Borough’s discretion.

## 13. RETURN OF PROPOSAL SECURITY

The Borough will return all Proposal Securities except that of the lowest bidder promptly after the tabulation of bids. In no case will a Proposal Security be held longer than sixty (60) days without the bidder’s written consent.

## 14. AFFIDAVIT OF NON-COLLUSION

Each bidder shall be required to submit an Affidavit of Non-Collusion on the form included in and made a part of this Bid Proposal.

#### 15. NOT TO SUBLET OR ASSIGN CONTRACT

The Contractor shall give his/her/their personal attention constantly to the faithful performance of work and quality of equipment, shall keep the same under his/her/their control, and shall not assign by Power of Attorney or otherwise, not sublet the work or the supplying of equipment of any part thereof without the previous written consent of Schwenksville Borough, Montgomery County, Pennsylvania. In such case, he/she/they shall state to the Borough Council in writing the name and address of such subcontractor as he/she/they intends employing, the portion of the work done which he/she/they is to do or the equipment which he/she/they is to furnish, his/her/their place of business or such other information as the Borough Council may require in order to know whether such subcontractor is reputable and reliable and able to supply the equipment and perform the work as called for in the Specifications. He/she/they shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Borough Council. The Contractor shall not be released from any of his/her/their liabilities or obligations under this Contract, should any subcontractor fail to perform in a satisfactory manner the work undertaken by him/her/they or the supply of the same quality of equipment.



APPENDIX A – NON-COLLUSION AFFIDAVIT  
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S. 1611 s, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing, and assure he/she that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “Complementary Bid”, as used in the affidavit, has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

PROJECT: Schwenksville Borough Road Equipment with Operator Rental

State of Pennsylvania

Montgomery County

Schwenksville Borough

I state that I am

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.

Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.

No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid.

The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

\_\_\_\_\_  
(Name of Firm)

its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_  
(Name of Firm)

understands and acknowledges that the above representatives are material and important, and will be relied on by Schwenksville Borough in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is, and

shall be treated as, fraudulent concealment from Schwenksville Borough of the true facts relating to the submission of Bids for this contract.

---

(Name and Company Position)

---

Signature

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2022.

---

Notary Public

My Commission expires:

---

(SEAL)

APPENDIX B - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a (Corporation, Partnership, or Principal) hereinafter called Corporation, Partnership, or Principal and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of

\_\_\_\_\_ Dollars,(\$ \_\_\_\_\_)

in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the day of 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, may be granted the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demand incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void – otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive 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.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

ATTEST:  
Principal

\_\_\_\_\_ By \_\_\_\_\_  
(Principal Secretary)  
(SEAL)

BY \_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR IS Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 750 as amended) and be authorized to transact business in the state where the PROJECT is located.