

301 E Harrison  
Suite 102  
Guthrie, OK 73044

**Troy Cole**  
Logan County Clerk

405.282.0266  
[LoganCoClerk@coxinet.net](mailto:LoganCoClerk@coxinet.net)

### Invitation to Bid

The Board of County Commissioners, Logan County, Oklahoma is seeking sealed bids for applying spray foam insulation to the walls and roof of the Show Barn Arena at the Logan County Fairgrounds, 215 Fairgrounds Rd., Guthrie, OK 73044.

**Bid # 2019-15**

**Date Published:** May 21, 2019 (Guthrie News Leader)

**Bidding Period Closing Date and Hour:** June 13, 2019 @ 4:00 PM

**Sealed Bid Opening Date and Hour:** June 14, 2019 @ 9:00 AM

**Requesting Authority:** Logan County Free Fair Board of Directors

Bid submissions are to be addressed to:

Logan County Purchasing Agent  
301 E Harrison, Suite 102  
Guthrie, OK 73044

**A mandatory pre-bid conference will be held June 3, 2019 at 9:30 A.M. (Local Time) at the project site, Logan County Fairgrounds, 215 Fairgrounds Rd., Guthrie, OK. Vendors must attend the pre-bid conference to be eligible to submit a bid for consideration.**

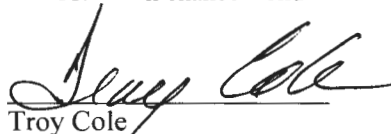
Please review the attached Terms and Conditions pertaining to the submission of this bid.

Please pay particular attention to Items 1 -3 of the Terms and Conditions. This item specifies how the bid envelopes are to be identified to prevent inadvertent or premature opening of sealed bids. Your compliance will ensure consideration of your bid by the awarding body. Late bids will not be considered.

Included in this packet are a Non-Collusion Affidavit and a Business Relationship Affidavit which must be signed and submitted as part of the bid.

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Non-Collusion Affidavit
4. Business Relationship Affidavit
5. Specifications
6. Bid Sheet
7. Statement of Qualifications
8. Bid Bond
9. Statutory Bond
10. Performance Bond
11. Maintenance Bond



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### TERMS AND CONDITIONS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID  
NO EXCEPTIONS TO THESE TERMS AND CONDITIONS WILL BE CONSIDERED

1. Bids must be submitted on the included form only. Each bid shall be placed in a separate envelope. If not using the county provided envelope, the envelope is completely and properly identified and sealed, showing the bid name and number in the lower left hand corner.
2. All bids shall be entered on the Bid Form enclosed or a copy thereof. Bids are to be typewritten or in ink. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. **If using an overnight or delivery service envelope or mailer the following information MUST be clearly placed on the front: *SEALED BID, BID# 2019-15 CLOSING DATE AND TIME June 13, 2019, 4:00 P.M.* Bids received without this information affixed will be rejected.**
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of the contract with Logan County.
5. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.
6. The enclosed Affidavit of Non-Collusion and Business Relationship Affidavit MUST be returned with the bid.
7. Logan County reserves the right to reject any and all bids and to waive any technicalities in the bidding.
8. Direct purchase of certain items of equipment or material by Logan County is exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases, the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax.
9. Bid must show number of days required for delivery under normal conditions. Contractor must keep the County advised at all times of the status of the order. For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval from the Purchasing Agent. Default in promised delivery date, or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge the full increase of cost and handling to defaulting contractor.
10. Bidder agrees to defend and save Logan County from and against all demands, claims, costs expense, damage and judgments based upon infringement of any patent to goods specified in this order or the ordinary use or operation of such goods by the County or use or operation of such goods in accordance with the bidders' direction.

11. If the bid requires a written contract, the successful bidders shall execute a written contract with the County within ten (10) days after submission of the contracts to said bidder.

### TERMS AND CONDITIONS

12. This bid is submitted as a legal offer, and any bid when accepted by the County constitutes a firm contract.
13. In contracts exceeding \$50,000, bidder must furnish a bid bond or cashier's check in the amount of 5% of the bid with bid submission.
14. In contracts exceeding \$50,000, successful bidder must be able to bond. (Performance, Maintenance and Payment Bonds)

**BONDS:** All bids must contain a letter of intent from a bonding company authorized to do business in the State of Oklahoma stating its willingness to bond the Contractor pursuant to the terms of any contract resulting from the Invitation to Bid.

- The contractor shall procure and maintain, at the Contractor's expense, a Performance Bond for the period of the contract project, including a one (1) year maintenance and work performance bond.
  - **Certificates evidencing the effective dates and amounts of such bond must be provided to Logan County.**
  - This information shall be provided to Logan County not later than fifteen workdays, from the date of award of the term contract.
  - The contractor is to supply Logan County with evidence of having and maintaining proper and complete insurance, specifically Worker Compensation in accordance with the laws of the State of Oklahoma, public liability and property damage insurance in the amount of \$1,000,000.00
  - All premiums and cost shall be paid by the Contractor.
15. Successful bidder will be required to furnish their own Workmen's Comp and General Liability Insurance as required by Oklahoma State Law and by Logan County. Proof of coverage to be submitted with bid.
  16. Any bid received by the County more than 96 hours, excluding Saturdays, Sundays and holidays before the time set for the opening of bids or any bid received after the time set for closing shall not be considered by the County and shall be returned unopened to the bidder submitting same.
  17. **JOBSITE SAFETY:** Neither the activities of Logan County, nor the presence of Logan County or its employees and sub-consultants at a construction/project site, shall impose any duty on Logan County, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Logan County and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out.
    - **IN NO WAY WILL LOGAN COUNTY BE RESPONSIBLE IN CASE OF AN ACCIDENT.**

## TERMS AND CONDITIONS

18. **INDEMNIFICATION:** The Contractor hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge Logan County and any of its officers, agents, employees, volunteers and servants from and against any all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damage of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly
  
19. Contractor will furnish all necessary equipment and labor, along with all warning signs and liability insurance for safety; and prevent any liability against Logan County while work is in progress. All work will be subject to inspections by Logan County and will require one (1) year maintenance and work performance bond. Work can begin when all bonds are on file in the County Clerk's Office and County Commissioner is ready.
  
20. **A mandatory pre-bid conference will be held June 3, 2019 at 9:30 A.M. (Local Time) at the project site, Logan County Fairgrounds, 215 Fairgrounds Rd., Guthrie, OK. Vendors must attend the pre-bid conference to be eligible to submit a bid for consideration.**

NON-COLLUSION AFFIDAVIT

Bid #2019-15

STATE OF OKLAHOMA    )  
  )SS  
COUNTY \_\_\_\_\_)

- A. For purposes of competitive bids, I certify:
1. I am the duly authorized agent of \_\_\_\_\_  
the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
  2. I am fully aware of the facts and circumstances surrounding the making of the bids to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
  3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
    - a. Any collusion amount bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
    - b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;  
and
    - c. Any discussion between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donated to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Position in the Company)



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### INSURANCE REQUIREMENTS

The CONTRACTOR (and any subcontractors) shall carry and keep in force during this Agreement policies of insurance in minimum amount as set forth below, as required in Article 21 of the General Conditions, and/or as required by the laws of the State of Oklahoma. The Contractor shall also furnish an Owner's Policy in the same amounts with Logan County as the named assured, issued by the same insurance company as the Contractor's Liability Coverage.

Personal Injury, Each Person	\$1,000,000.00
Personal Injury, Each Accident	\$1,000,000.00
Property Damage, Each Occurrence	\$1,000,000.00
Property Damage, Aggregate	\$1,000,000.00

Employer's Liability and Workers' Compensation in the amounts as required by law.

Automobile and Trucks Owned, Hired and Non-Owned

Personal Injury	\$1,000,000.00
Personal Injury, Each Accident	\$1,000,000.00
Property Damage, Each Accident	\$1,000,000.00

The CONTRACTOR shall furnish certificates of such insurance which shall provide that in the event of any material change or cancellation of said policies, the company will give Logan County, OWNER, fifteen (15) days written notice.

Logan County shall be named as an Additional Insured on CONTRACTOR'S Insurance Policy.

Statements such as "will endeavor" and "but failure to notify" owner shall impose no obligation or liability of any land upon the company" shall not be allowed.

**Special coverage for any blasting operations or use of explosives shall be listed separately on the certificates.**

All insurance must be executed by a company licensed to do business in the State of Oklahoma, and must be acceptable to Logan County.

SCOPE OF WORK

Apply spray foam insulation to walls and roof area of Show Barn Arena at Logan County Fairgrounds, approximately 20,686 sq. ft.

Insulation to be applied at a minimum of 1" depth with closed cell R-7 foam.

Bid shall include total cost of:

Necessary preparation of structure walls and roof

Apply protective covering to all windows and doors prior to spraying.

All equipment, materials and labor necessary to complete project.

One (1) year warranty on all labor and materials.

Successful bidder shall clean and remove any and all debris from property. At no time shall debris be left loose and/or uncontained. Logan County reserves the right to retain ownership or control of any item demolished, removed or replaced during project.

Bid to include total cost including all labor, materials and equipment necessary to complete project.

Project to be completed no later than August 20, 2019. Any deviation to schedule must be approved by Logan County.

Contacts:

Dennis Ochs – 405-826-2052  
Logan County Fairboard President

Robert Fields  
816-244-5198



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**Troy Cole**  
Logan County Clerk

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**BID SHEET**

Bid #2019-15 applying spray foam insulation to the walls and roof of the Show Barn Arena at the Logan County Fairgrounds, 215 Fairgrounds Rd., Guthrie, OK 73044.

Bidder agrees to furnish Logan County Free Fair Board of Directors project per attached scope of work:

TOTAL PROJECT PRICE: \$ \_\_\_\_\_

START DATE: \_\_\_\_\_  
(Number of days following bid award)

The undersigned acknowledges receipt of the following Addenda. (Give number and date of each):

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

I have examined the terms and specifications and instructions to bidders herein, and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

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**STATEMENT OF QUALIFICATIONS:**

Bidder Name: \_\_\_\_\_

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

APPROX. QUANTITIES OF MAJOR ITEMS: \_\_\_\_\_  
\_\_\_\_\_

VALUE OF CONTRACT: \_\_\_\_\_

2. NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

APPROX. QUANTITIES OF MAJOR ITEMS: \_\_\_\_\_  
\_\_\_\_\_

VALUE OF CONTRACT: \_\_\_\_\_

3. NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

APPROX. QUANTITIES OF MAJOR ITEMS: \_\_\_\_\_  
\_\_\_\_\_

VALUE OF CONTRACT: \_\_\_\_\_  
\_\_\_\_\_

NOTE: This form is to be submitted with the bid.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are hereby held and firmly bound unto Logan  
County, Oklahoma, as OWNER in the penal sum of \_\_\_\_\_. For the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

The Condition of the above obligation is such that whereas the Principal has submitted to Logan  
County, Oklahoma a certain BID, attached hereto and hereby made  
a part hereof to enter into a contract in writing, for the:

**Applying spray foam insulation to the walls and roof of the Show Barn Arena at the Logan  
County Fairgrounds, 215 Fairgrounds Rd., Guthrie, OK 73044.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (property completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor, 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 amount of this obligation as 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 any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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 presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

ATTEST: (If by Corporation)

\_\_\_\_\_  
Surety

301 E Harrison  
Suite 102  
Guthrie, OK 73044

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Logan County Clerk

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**STATUTORY BOND**

**No.** \_\_\_\_\_

We, \_\_\_\_\_  
as Principal, and \_\_\_\_\_,  
a Corporation organized under the laws of the state of \_\_\_\_\_,  
as Surety, are held and firmly bound unto the State of Oklahoma, in the amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for the payment of which we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the said \_\_\_\_\_ did on \_\_\_\_\_  
\_\_\_\_\_ enter into a certain contract with \_\_\_\_\_  
\_\_\_\_\_ Logan County, Oklahoma \_\_\_\_\_ for the construction of

**Applying spray foam insulation to the walls and roof of the Show Barn Arena at the Logan County Fairgrounds, 215 Fairgrounds Rd., Guthrie, OK 73044.**

And WHEREAS, this bond is given in compliance with Oklahoma Statutes Annotated, 194, Title 61, Sections 1 and 2, as amended;

**NOW THEREFORE, the condition of the above obligation** is such that, if the Principal shall pay all indebtedness incurred for labor, materials or rental of machinery or equipment furnished in the construction of said public building or in making said public improvements, then this obligation shall be void, otherwise to remain in full force effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST:  
  
By: \_\_\_\_\_  
(Signature)

Principal: \_\_\_\_\_  
  
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

(SEAL)

\_\_\_\_\_  
Bonding Company

By: \_\_\_\_\_  
Attorney-in-Fact (Signature)

(BONDING CO. SEAL)

\_\_\_\_\_  
Printed Name and Title

**PERFORMANCE BOND**

\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_,  
as Surety, are held and firmly bound unto Logan County, in the penal sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) in lawful money of the  
United States of America, for the payment of which, well and truly to be made, we bind ourselves  
and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly  
and severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal entered into a written  
Contract with Logan County, Oklahoma, dated \_\_\_\_\_, 20\_\_\_\_ for

**Applying spray foam insulation to the walls and roof of the Show Barn Arena at the Logan  
County Fairgrounds, 215 Fairgrounds Rd., Guthrie, OK 73044.**

in compliance with the specifications therefore, made a part of said Contract and on file in the  
office of: Logan County Clerk, Logan County, Oklahoma, 301 E. Harrison, Suite 102, Guthrie,  
OK 73044

(Name and address of agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform  
and abide by said Contract and each and every covenant, condition, and part thereof and shall  
fulfill all obligations resting upon said Principal by the terms of said Contract and said  
specifications, and if said Principal shall protect and save harmless said Logan County,  
Oklahoma, from any pecuniary loss resulting from the breach of any of the items, covenants and  
conditions of said Contract resting upon said Principal, then this obligation shall be null and void,  
otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or  
alterations in said Contract and no deviations from the plan or mode of procedure herein  
fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this  
Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed  
in its name and its corporate seal to be hereunto affixed by its duly-authorized officers, and the  
said Surety has caused these presents to be executed in its name and its corporate seal to be  
hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth  
below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PERFORMANCE BOND**

**ATTEST:**

Principal: \_\_\_\_\_

By: \_\_\_\_\_  
Principal Secretary (Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

(SEAL)

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

Witness as to Principal  
Address \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

**ATTEST:**

Surety: \_\_\_\_\_

By: \_\_\_\_\_  
Witness as to Surety (Signature)

By: \_\_\_\_\_  
Surety's Agent (Signature)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

By: \_\_\_\_\_  
Attorney-in-Fact (Signature)

\_\_\_\_\_  
Typed Name and Title

(SURETY SEAL)

**NOTE: Date of bond must not be prior to date of contract.  
If contractor is partnership, all partners should execute bond.**

**MAINTENANCE BOND**

WHEREAS, the undersigned, \_\_\_\_\_  
has executed a certain Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ designated and known as  
Contract for the construction of:

**Applying spray foam insulation to the walls and roof of the Show Barn Arena at the Logan  
County Fairgrounds, 215 Fairgrounds Rd., Guthrie, OK 73044.**

including all of the work mentioned and described in said Contract, and to be performed by the  
undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications  
thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Contractor)

as principal, and \_\_\_\_\_  
as

\_\_\_\_\_  
(Surety)  
Surety, are jointly and severally, firmly held and bound unto the  
Logan County, Oklahoma  
\_\_\_\_\_  
(Owner)

(hereinafter "OWNER") in the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
(Amount in Words)

lawful money of the United States of America, same being the approximate cost of the Contract herein  
referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs,  
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is such that the said Principal and Surety herein named do hereby agree and  
bind themselves unto and guarantee the "OWNER" that the said improvements, including materials,  
workmanship and all work done under said contract were such that the same shall endure without need of  
any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project  
resolution of the duly appointed governing body of the "OWNER" and that at the expense of said  
Principal and/or Surety, that such work performed under said Contract shall be kept and maintained in a  
first-class condition for a period of one (1) year as herein provided, and that all trenches, excavations or  
ditches that may sink or settle, shall promptly be refilled without any NOTICE being given, and that all  
breaks or failures occurring or arising from any cause whatsoever within said period of one (1) year, shall  
be promptly repaired and at all times during the said period of one (1) year, shall be promptly repaired  
and at all times during the said period of one (1) year, maintained by said Principal and/or Surety, without  
NOTICE being given; and it being further agreed that upon the neglect, failure or refusal of the Principal to  
make any needed repairs or backfills upon said project or any work connected therewith within ten (10)  
calendar days after NOTICE to said Principal by letter deposited in the United States mail, addressed to  
said Principal at:

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

**Maintenance Bond**

that the said Principal and Surety shall jointly and severally be liable to the Logan County, Oklahoma for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

Principal: \_\_\_\_\_

By: \_\_\_\_\_  
Principal Secretary (Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

(SEAL)

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Witness as to Principal (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed Name and Title

**ATTEST:**

Surety: \_\_\_\_\_

By: \_\_\_\_\_  
Witness as to Surety (Signature)

By: \_\_\_\_\_  
Surety's Agent (Signature)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

By: \_\_\_\_\_  
Attorney-in-Fact (Signature)

**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 570 as amended) and be authorized to transact business in the state where the project is located