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BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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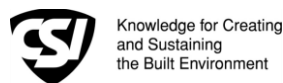
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BID FORM

City of Batesville, Indiana

SR 229 Sanitary Sewer Relocation Project

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Batesville
132 S. Main Street
Batesville, Indiana 47006**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) listed in the Bid Schedule. The Bid Schedule contains alternates which are explained as follows:

- A. The Bid Schedule includes a Voluntary Alternate. Bidders are not required to provide a price for this item. The Owner is not obligated to accept the Voluntary Alternate listed. If the Owner elects to accept a Voluntary Alternate, the price will be used instead of the Base Bid in order to determine the low Bidder on the project.

BID SCHEDULE

CITY OF BATESVILLE

SR 229 SANITARY SEWER RELOCATION PROJECT

The BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following UNIT PRICE BID. All prices listed below include materials, installation, and other costs. Unit price extensions must equate to the total bid price. Unit cost prices will be used to negotiate changes in more or less scope of work.

BASE BID					
Item	Description	Unit	Estimated Quantity	Unit Cost	Amount
1	Sanitary Sewer, 8", Open Cut	LF	260	\$	\$
2	Sanitary Sewer, 8", Creek Crossing	LF	50	\$	\$
3	Sanitary Sewer, 8", SR 229 Crossing (Trenchless)	LF	56	\$	\$
4	Manhole, Standard	EA	3	\$	\$
5	Manhole, Doghouse	EA	2	\$	\$
6	Sanitary Sewer Lateral (Undistributed Quantity)	EA	1	\$	\$
7	Sanitary Sewer Cleanout (Undistributed Quantity)	EA	1	\$	\$
8	Structure Backfill	CYS	10	\$	\$
9	Flowable Backfill	CYS	5	\$	\$
10	Compacted Aggregate, No 53 Base	TON	1	\$	\$
11	HMA Pavement Repair	TON	2	\$	\$
12	Bypass Pumping	LS	1	\$	\$
13	Demolition and Abandonment	LS	1	\$	\$
14	Clearing Right-of-Way	LS	1	\$	\$
15	Erosion Control	LS	1	\$	\$
16	Seeding, Straw and Fertilizer	LS	1	\$	\$
17	Maintaining Traffic	LS	1	\$	\$
18	Mobilization & Demobilization (NTE 5%)	LS	1	\$	\$
TOTAL BASE BID AMOUNT					\$

Total Base Bid: Written As: _____ Dollars

Figures: \$ _____

MANDATORY ALTERNATE BID #1

Mandatory Alternate Bid #1 shall include the cost to install the SR229 crossing using open cut methods during the INDOT road closure in lieu of trenchless methods included in the base bid.

MANDATORY ALTERNATE BID #1				
Item	Description	Unit	Unit Cost	Amount
1	Install 8" Sanitary Sewer by open cut methods under SR229, in lieu of the SR229 crossing by trenchless methods as stated in the base bid. (Work shall include furnish and installation of the sanitary sewer, structure backfill, compacted aggregate, pavement repair, site restoration and any other work necessary to complete the SR 229 crossing)	LS	\$	\$
TOTAL (ADD/DEDUCT) MANDATORY ALTERNATE BID #1 AMOUNT				

Total Mandatory Alternate Bid #1: Written As: _____ Dollars

Figures: \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Construction cannot begin until September 15, 2014 and must be completed by October 1, 2014.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Bid Form - Signed and Executed
 - B. Required Bid Security in the form of certified check or bond in the amount of 5% of the bid amount
 - C. Form 96 - Signed and Executed
 - D. Letter from Surety to provide Performance and Payment Bonds
 - E. List of Proposed Subcontractors

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

Firm/Company

Date

Signature

Title

(Seal)

BID OF

_____ (Contractor)

_____ (Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

Filed _____, _____

Action taken _____

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

PART I

(To be completed for all bids. Please type or print)

Date: _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

Contractor's Financial Statement

Submitted by _____

- A Corporation
- A Co-partnership
- An Individual

with principal office at _____

To _____

ASSETS		Dollars				Cts.
1.	Cash: (a) On Hand \$ _____ (b) In bank \$ _____ (c) Elsewhere \$ _____					
2.	Notes receivable (a) Due within 90 days _____ (b) Due after 90 days _____ (c) Past Due _____					
3.	Accounts payable from completed contracts, exclusive of claims not approved for payment _____					
4.	Sums earned on uncompleted contracts as shown by engineer' or architects estimate (a) Amount receivable from deducting retainage _____ (b) Retainage to date, due upon completion of contracts _____					
5.	Accounts receivable from sources other than construction contracts _____					
6.	Deposits for bids or other guarantees: (a) Recoverable within 90 days _____ (b) Recoverable after 90 days _____					
7.	Interest accrued on loans, securities, etc. _____					
8.	Real estate: (a) Used for business purposes _____ (b) Not used for business purposes _____					
9.	Stocks and bonds: (a) Listed – present market value _____ (b) Unlisted – present value _____					
10.	Materials in stock not included in Item 4 (a) For uncompleted contracts (present value) _____ (b) Other materials (present value) _____					
11.	Equipment, book value _____					
12.	Furniture and fixtures, book value _____					
13.	Other assets _____					
Total assets _____						
LIABILITIES						
1.	Note payable: (a) To banks regular _____ (b) To banks for certified checks _____ (c) To others for equipment obligations _____ (d) To other exclusive of equipment obligations _____					
2.	Accounts Payable: (a) Not past due _____ (b) Past due _____					
3.	Real estate encumbrances _____					
4.	Other liabilities _____					
5.	Reserves _____					
6.	Capital stock paid up: (a) Common _____ (b) Common _____ (c) Perferred _____ (d) Perferred _____					
7.	Surplus (net worth) _____					
Total liabilities _____						
CONTINGENT LIABILITIES						
1.	Liability on notes receivable, discounted or sold _____					
2.	Liability on accounts receivable, pledged, assigned or sold _____					
3.	Liability as bondsman _____					
4.	Liability as guarantor on contracts or on accounts of others _____					
5.	Other contingent liabilities _____					
Total contingent liabilities _____						

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand _____	\$ _____
		(b) deposited in banks named below _____	\$ _____
		(c) elsewhere – (state where) _____	\$ _____

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2	Notes receivable	(a) due within 90 days _____	\$ _____
		(b) due after 90 days _____	\$ _____
		(c) past due _____	\$ _____

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? _____ If so, state amount, to whom, and reason _____

3 *	Accounts receivable from completed contracts exclusive of claims not approved for payment	\$ _____
------------	---	----------

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold or pledged? _____ If so, state amount, to whom, and reason _____

4 *	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	
	(a) Amount receivable after deducting retainage _____	\$ _____
	(b) Retainage to date due upon completion of contract _____	\$ _____

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, to whom, and reason _____

*List separately each item amounting to 10 percent or more of the total and combine the remainder

DETAILS RELATIVE TO ASSETS (Continued)

5 *	Accounts receivable not from construction contracts _____ \$ _____		
RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
What amount, if any, is past due _____			\$ _____

6	Deposits with bids or otherwise guarantees _____ \$ _____		
DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECEIVABLE	AMOUNT

7	Interest accrued on loans, securities, etc. _____ \$ _____		
ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT	

8	Real estate book value	{	(a) Used for business purposes _____	\$ _____	
			(b) Not used for business purposes _____	\$ _____	
DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE		
	NATURE OF IMPROVEMENTS	BOOK VALUE			
1					
2					
3					
4					
5					
6					
7					

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF EMCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

List separately each item amounting to 10 percent or more of the total and combine the remainder.

9	Stocks and Bonds	(a) Listed – present market value _____	\$ _____
		(b) Unlisted – present market value _____	\$ _____

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUAN-TITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								

	WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10	Materials in stock and not included in Item 4, Assets:		
	(a) For use on uncompleted contracts (present value) _____		\$ _____
	(b) Other materials (present value) _____		\$ _____

	DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
			FOR UNCOM- PLETED CONTRACTS	OTHER MATERIALS

11*	Equipment at book value _____	\$ _____
------------	-------------------------------	----------

QUAN-TITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PRUCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE

Are there any liens against the above? _____ If so, state total amount _____ \$ _____

* If two or more items are lumped above, give the sum of their ages.

12 Furniture and fixtures at book value _____ \$ _____

13 Other assets _____ \$ _____

DESCRIPTION	AMOUNT

TOTAL ASSETS \$ _____

DETAILS RELATIVE TO LIABILITIES

1	Notes Payable	{	(a) To banks, regular _____	\$ _____
			(b) To banks for certified checks _____	\$ _____
			(c) To others for equipment obligations _____	\$ _____
			(d) To others exclusive of equipment obligations _____	\$ _____

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2	Accounts Payable	{	(a) Not past due _____	\$ _____
			(b) Past due _____	\$ _____

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3 Real estate encumbrances (See Item 8, Assets) _____ \$ _____

4 Other Liabilities _____ \$ _____

DESCRIPTION	AMOUNT

5 Reserves _____ \$ _____

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

6	Capital stock paid	{	(a) Common _____	\$ _____
			(b) Preferred _____	\$ _____

7 Surplus _____ \$ _____

TOTAL LIABILITIES \$ _____

If corporation answer this:

Amount for which incorporated _____

Capital paid in cash _____ \$ _____

When incorporated _____

In what state _____

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? _____

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

Note: A co-partnership must firm name and address and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for individual

STATE OF _____ }
COUNTY OF _____ } SS:

_____ being duly sworn, disposes and says that the forgoing financial statement, taken from his books, is a true and accurate statement of the financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 20____

(Member of firm must sign)

Notary Public

Affidavit for Co-partnership

STATE OF _____ }
COUNTY OF _____ } SS:

_____ being duly sworn, disposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the forgoing financial statement, taken from his books of said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 20____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF _____ }
COUNTY OF _____ } SS:

_____ being duly sworn, disposes and says that he is _____ of the _____; the corporation described in and which executed the foregoing statement, that he is familiar with the books of the said corporation showing its financial condition; that the forgoing financial statement, taken from his books of said corporation, is a true and accurate statement of the financial condition of the said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 20____

(Member of firm must sign here)

Notary Public

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00450

SUBCONTRACTOR LIST

Pursuant to bidding requirements for the Work titled:

City of Batesville
SR 229 Sanitary Sewer Relocation

for portions of the work equaling or exceeding \$10,000.00, Bidder proposes to use the following Subcontractors. Except as otherwise approved by Owner, Bidder proposes to perform all other portions of the Work with his own forces:

Portion of the Work:	Subcontractor Name & Address:
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