

## INSTRUCTIONS TO BIDDERS

The following instructions listed on this and subsequent pages shall govern and prevail in regard to the submission, consideration and award of this bid. Bidders are expected to check for and take note of any supplemental instructions to bidders which follow that may modify these instructions.

### 1. DEFINITIONS.

The terms used in these Instructions to Bidders shall have the meanings set forth below, unless the context requires otherwise:

- A. "Addenda" means the written or graphic instruments issued by the Johnson County Department of Treasury and Financial Management, Purchasing Division prior to the opening of Bids which modify or interpret the Bid Documents or Contract Documents by additions, deletions, clarifications or corrections.
- B. "Bidder" means the person, firm or corporation who submits a Bid for the work, labor, materials, supplies or equipment described in the proposed Bid and Contract Documents.
- C. "Bid Security" means a bid bond or other indemnification device furnished by the Bidder which indemnifies the County against a Successful Bidder's failure to execute the Agreement covering the Work and proceed with performance.
- D. "Bonds" mean and include the Bid, Performance, Statutory and Maintenance Bonds and other instruments of security.
- E. "County", "Johnson County", "Owner", "Board of County Commissioners", or "BOCC" means the Board of County Commissioners of Johnson County, Kansas and, unless otherwise provided, shall be the contracting authority for the County.
- F. "Invitation for Bid" or "Notice to Bidders" means a solicitation of a formal sealed bid.
- G. "Notice of Award" means the written notice issued by the Johnson County Department of Treasury and Financial Management, Purchasing Division to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the Contract Documents.
- H. "Notice to Proceed" means a written notice issued by the Johnson County Department of Treasury and Financial Management, Purchasing Division to the Contractor fixing the date on which the Contract Times will commence to run and on which the Contractor shall start to perform the Work under the Contract Documents.
- I. "Successful Bidder" means the person, firm or corporation who is selected for award of a contract with the County.

### 2. PREPARATION OF BIDS.

- A. A Bidder shall submit information necessary to complete his or her Bid on the forms furnished in this Bid Document. All information supplied must be legible. Any and all corrections, erasures or other changes must be initialed by the Bidder. The Bidder shall manually sign his or her Bid in the appropriate space on the Bid Form. Bids signed by an agent are to be accompanied by evidence of the agent's authority. The County reserves the right to reject bids with incomplete information or which are presented in a different form.
- B. Bids shall indicate the unit price, if any, and the unit price extended to indicate the total price for each item bid. In the event of a discrepancy between a unit price and extended price, the unit price will govern.

- C. All blanks in the Bid Form shall be filled. A bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.
- D. Unless otherwise provided, alternate bids will not be considered.
- E. Conditional Bids are subject to rejection in whole or in part at the sole discretion of the County.
- F. No alterations in bids by erasures, interpolations, or otherwise of the material entered by the Bidder will be acceptable unless such alteration is signed or initialed by the Bidder in ink; if initialed, the County may require the bidder to identify any alterations so initialed. No alteration whatsoever shall be made in the printed Bid Form and no alternative items not requested by the printed form shall be written in, nor shall any conditions to the Bid as submitted be written into the Bid Form or otherwise presented. If alterations or changes are made to the printed Bid Form or if alternatives not specifically requested on the Form are written in, the Bid will be considered as non-responsive and will not be considered for award of a contract.

3. EXPLANATION TO BIDDERS.

Any explanation desired by a Bidder regarding the meaning or interpretation of the Invitation for Bid, drawings, specifications, or any other portion of the Bidding or Contract Documents must be requested in writing and submitted to the Johnson County Department of Treasury and Financial Management, Purchasing Division, Johnson County Administration Building, Second Floor, 111 South Cherry Street, Suite 2400, Olathe, Kansas 66061-3441. Any explanation or interpretation made will be in the form of a written Addendum issued by the Johnson County Department of Treasury and Financial Management, Purchasing Division and furnished to all Bidders identified as plan holders of record. Questions received less than ten (10) days prior to the date for opening of Bids will not be answered. Signed acknowledgment of receipt of each Addendum must be submitted with the Bid. Oral or other explanations or interpretations given will not be binding.

4. SUBMISSION OF BIDS.

- A. Except as provided for in Paragraph B herein below, bids shall be submitted and enclosed in sealed envelopes and addressed to the Johnson County Department of Treasury and Financial Management, Purchasing Division, Johnson County Administration Building, Second Floor, 111 South Cherry Street, Suite 2400, Olathe, Kansas 66061-3441, and must be received prior to the date and time indicated in the Notice to Bidders.
- B. If this bid is for the construction or repair of a bridge or culvert, all bids shall be enclosed in a sealed envelope and presented by the bidder, his or her agent or attorney, or sent by mail, to the County Clerk at the Johnson County Administration Building, First Floor, 111 South Cherry Street, Suite 1200, Olathe, Kansas 66061-3441 prior to the date and time indicated in the notice to bidders.
- C. Any Bid received after the deadline for Bid submission will not be opened and will be returned to the Bidder indicated on the envelope. Oral, telephone or telegraph bids will not receive consideration. No Bidder may submit more than one Bid. If the Bid is sent through the mail or other delivery system the sealed envelope containing the Bid shall be enclosed in a separately sealed envelope with the Bid Request Number of this Bid indicated on the face of it.

5. OPENING OF BIDS.

All Bids that have been duly received will be publicly opened at the time, date and location specified in the Invitation for Bid. All such Bids and supporting documents shall become public

information following the bid opening and shall be available for inspection by interested parties in accordance with the Kansas Open Records Act.

6. BIDS TO REMAIN OPEN.

Each publicly opened Bid shall remain binding upon the respective Bidder for sixty (60) calendar days following the date of the Bid opening unless the Bidder and County agree to an extension of time. The County may, in its sole discretion, release any Bid and return the Bid surety prior to that date.

7. MODIFICATIONS OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn in writing and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Bidders requesting modification or withdrawal of their Bid may be required to show identification to verify their authority to withdraw their Bid. Subject to the provisions of K.S.A. 75-6901 et seq., and amendments thereto, bids may not be withdrawn or modified following the opening of Bids.

8. AWARD OF CONTRACT.

- A. Award of contract will be made to the lowest and best, responsive and responsible Bidder whose Bid is considered to be the most advantageous to the County.
- B. The County reserves the right to reject any and all Bids and any part of a Bid; and to waive informalities, technical defects, and minor irregularities in Bids received.
- C. In accordance with K.S.A. 75-3740a and to the extent permitted by federal law and regulation, whenever the County lets bids for contracts for the erection, construction, alteration or repair of any public building or structure or any addition thereto or for any public work or improvement, the contractor domiciled outside the state of Kansas, to be successful, shall submit a bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding contractor domiciled outside Kansas on a like contract let in such (foreign bidding) contractor's domiciliary state. All bidders domiciled outside the State of Kansas may be required to furnish the County with a copy of their state's preferential bidding statutes, if any.
- D. The Johnson County Department of Treasury and Financial Management, Purchasing Division will endeavor to furnish the Successful Bidder with a Notice of Award within sixty (60) days of the Bid opening.
- E. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- F. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Application for review of substitute or "or-equal" materials or equipment will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any application for review of substitute or "or-equal" items by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the Project Requirements section of Division 1, General Requirements.

9. BID SECURITY.

- A. Except as provided for in Paragraph B herein below, all Bids shall be accompanied by the supplied Bid Bond executed by a surety company authorized to do business in the state of Kansas in an amount not less than five percent (5%) of the Bidder's proposed Bid. The Bid Security shall be made payable to the Board of County Commissioners of Johnson County, Kansas and shall become the property of the County as liquidated damages and not as a penalty if the Successful Bidder fails to enter into an agreement with the County and furnish the required bonds and insurance.
- B. If this bid is for the construction or repair of a bridge or culvert, each bidder shall be required to deposit with his or her bid the supplied bid bond executed by a surety company authorized to do business in the State of Kansas, or a certified check or cashier's check issued on a responsible bank in an amount not less than five percent (5%) of the bidder's proposed bid. The bid surety shall be made payable to the county treasurer and shall be forfeited and paid to the county treasurer should the successful bidder fail to enter into an agreement with the county and furnish the required bonds and insurance.
- C. The Bid Security of any Bidder whom the County believes to have a reasonable opportunity of receiving the award may be retained by the County until an agreement has been executed by all parties for the proposed Work, or until the sixty-first (61st) calendar day following the Bid opening unless the Bidder and County agree to an extension of time.

10. BID FORMS.

- A. The Bid Form is included in the Bid Documents. Bid Forms must be completed in ink or be typewritten. In the event of any discrepancy between the unit prices and the extended totals, the unit price shall govern.
- B. Bids by a corporation must be executed in the corporate name and signed by a duly authorized corporate officer and the corporate seal affixed. If the bidder is a partnership, it shall be signed by one of the partners authorized to execute the documents. All names must be typed or printed below the signature.
- C. Acknowledgment of receipt of all Addenda must be indicated on the Bid Form.
- D. If the Successful Bidder fails to execute and deliver the Agreement and to furnish the required contract security within the number of days set forth in the Bid Form, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited.

11. CONTRACT TIME.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time or Contract Times) are set forth in the Bid and Contract Documents.

12. QUALIFICATIONS OF BIDDERS.

- A. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of the County's request, satisfactory written evidence, such as financial data, previous experience, present commitments and such other data as may be requested by the County to demonstrate the Bidder's qualifications to perform the Work. Such other data may include a list of similar work completed by the Bidder in the last five to ten years and a list of references familiar with such work; a list of work in progress with percent completed and information regarding total bonding capacity of the Bidder and claims made by anyone against bonds posted by the surety for the Bidder; a list of pending litigation; and claims pending against the Bidder by subcontractors and suppliers.

- B. Submission of a Bid shall constitute a complete waiver and full release by the Bidder and each officer, director, partner and shareholder thereof, of all information requested by the County concerning financial and all other capabilities to do and perform and timely complete the Project called for in the Bid and Contract Documents.

13. SUBCONTRACTORS.

- A. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of the County's request, a separate list of proposed subcontractors or suppliers who will perform or supply principal portions of the Work or equipment required to complete the Work.
- B. The experience, performance and ability of each subcontractor and supplier who is proposed to perform principal portions of the Work shall be considered in the award of the contract and each subcontractor or supplier may be required to furnish experience and qualification statements, and such other similar data as may be required of the Bidder under Paragraph 13.A hereinabove, prior to the award of the Contract.
- C. If, after due investigation, OWNER or ENGINEER has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, OWNER may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.
- D. If the apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other individuals and entities. Declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other individual or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

14. EXAMINATION OF BID DOCUMENTS AND SITE.

Before submitting a Bid, Bidders shall carefully examine the drawings, read the specifications and all other Bid and Contract Documents, and visit the site(s) of the proposed Project. Bidders shall inform themselves prior to bidding as to all existing conditions and limitations under which the Work is to be performed and shall include in their Bid all costs associated with the performance of the Work as set forth in the Bid and Contract documents. By the submission of a Bid, the Bidder represents that such an examination has been made.

15. BONDS.

- A. The Successful Bidder who is awarded a contract will be required to furnish the following Surety Bonds:
  - 1. Performance Bond. The Successful Bidder shall furnish the supplied Performance Bond in an amount equal to one hundred percent (100%) of the awarded contract. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent.
  - 2. Statutory Bond. The Successful Bidder shall furnish the supplied Statutory Bond in an amount equal to one hundred percent (100%) of the awarded contract. Such Bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Immediately following execution of the agreement, said Bond shall be filed by the Contractor with the Clerk of the Tenth Judicial District Court, Johnson County Courthouse, Olathe,

Kansas. The Contractor shall be responsible for the payment of any fees associated with the filing of said Bond.

*Specifier. Maintenance Bonds are required for all new sewer and sewer rehabilitation projects, but may be deleted for most existing plant and pump station projects. Coordinate with the Additional Supplementary Conditions.*

3. **Maintenance Bond.** The Successful Bidder shall furnish the supplied Maintenance Bond in an amount as specified in the Supplementary Conditions. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such Bond shall be furnished by the Contractor immediately following the completion of the project and acceptance thereof by the Contractor.
- B. All bonds shall be executed on the forms included within the Bid Document and must be accompanied by a "Power of Attorney" and a letter from the surety company's attorney-in-fact granting the County the authority to date the bonds and power of attorney the same date as the date of the Agreement.
- C. All bonds shall be executed by a surety company appearing on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended) and authorized to do business in the State of Kansas, and requires the appointment of a Kansas Resident Agent.

16. **INSURANCE.**

The Contractor shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as set forth and required within the Bid and Contract Documents. To provide proof of such coverage, the Contractor shall furnish the County with certificates of insurance and endorsements naming the Board of County Commissioners of Johnson County, Kansas, and the ENGINEER, their officers, commissions, employees and agents as additional named insureds prior to County execution of the Contract Documents.

17. **NONRESIDENT CONTRACTORS.**

- A. **Appointment of Resident Agent.** If the Contractor is an individual, partnership or unincorporated association, and is a nonresident of the State of Kansas, the Contractor shall, upon execution of the Agreement with the County for the Work and prior to receiving public funds pursuant to the Agreement, appoint in writing a resident of Kansas as the Contractor's agent. The appointment of such agent shall be filed with the Kansas Secretary of State as provided in K.S.A. 60-306, and amendments thereto, with a copy thereof furnished to the County. No such appointment is required if the Contractor is a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Kansas.
- B. **Registration of Contract.** If the Contractor is a "contractor" as defined in K.S.A. 79-1008, and amendments thereto, and is a nonresident of the State of Kansas, the Contractor shall, upon receiving the fully executed Agreement from the County, register the contract with the Kansas Secretary of Revenue ("Secretary") in accordance with the requirements of K.S.A. 79-1009 *et seq.*, and amendments thereto. The Contractor shall be responsible for the payment of any fees associated with such registration. A foreign corporation authorized to do business in the State of Kansas shall not be required to so register with the Secretary.
- C. **Foreign Corporation.** If the Contractor is a foreign corporation duly authorized to do business in the State of Kansas pursuant to K.S.A. 17-7301 *et seq.*, and amendments thereto, the Contractor shall, prior to commencement of the Work, furnish to the County a copy of the certificate for authority to engage in business in Kansas as a foreign

corporation issued by the Kansas Secretary of State, valid for the year in which the Work is commenced.

18. TAXES AND FEE EXEMPTIONS.

The County is exempt from taxes levied under the Kansas Retailers Sales Tax Act and the Kansas Compensating Tax Act and other local taxes. Tax Exemption Certificates will be requested by the County from appropriate jurisdictional governing authorities for those items which fall within the scope of the Contract and which may properly be exempt from such taxes.

19. DISCLAIMER OF LIABILITY.

The County or any of its agencies will not hold harmless or indemnify any Bidder for any liability whatsoever.

20. ANTI-DISCRIMINATION.

The Successful Bidder shall observe the applicable provisions of the Americans With Disabilities Act and the Kansas Acts Against Discrimination and shall not, in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin or ancestry, religious creed, or political affiliation in the admission or access to, or treatment or employment in, its programs or activities.

21. LIQUIDATED DAMAGES.

Liquidated Damages in the amount set forth in the Bid and Contract Documents shall be assessed against the Contractor for failure to complete the Project by the designated completion date.

22. MATERIAL SAFETY DATA SHEET.

Prior to entering into an agreement with the County, the Successful Bidder shall be required to furnish to the Johnson County Department of Treasury and Financial Management, Risk Management Division the following information for each chemical product offered, sold, transferred, handled or used for the proposed Work under this Agreement:

- A. Material Safety Data Sheet(s) (MSDS) containing the information and data as required by 29 C.F.R. 1910.1200.
- B. Product data sheets/product technical specifications.

23. COPIES OF CONTRACT DOCUMENTS.

Copies of the drawings and specifications for use in preparing Bids may be obtained as follows:

- A. Copies of the drawings, specifications, and geotechnical information for use in preparing Bids may be obtained on the following basis:

Specifier: Estimate reasonable cost of plans and specifications and confirm amount with JCW's project manager.

	<u>Charge</u>
Complete set of Drawings and Specifications	\$
Complete set of Drawings	\$
Complete set of Specifications	\$

	<u>Charge</u>
Geotechnical report (information only)	\$
Individual sheets of Drawings	\$

Individual sheets of Drawings or individual pages of Specifications may be obtained upon request by specific sheet numbers or page numbers only. Partial sets of Drawings or Specifications will not be issued in response to requests by subject matter.

- B. Complete sets of Drawings and Specifications must be used in preparing Bids; OWNER and ENGINEER will assume no responsibility for errors or misrepresentations resulting from the use of incomplete sets of Drawings and Specifications.
- C. OWNER and ENGINEER, in making copies of Drawings and Specifications available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

Specifier: Select the appropriate paragraph below, or delete if not required for the project. Mandatory prebid conferences are required for all existing infrastructure (sewers, plants, pump station) projects.

24. PREBID CONFERENCE.

Representatives of Owner and Engineer will be present to discuss the Project. In responses to questions arising at the conference, Owner will issue Addenda as the Owner and Engineer consider necessary. Minutes of the meeting will be distributed to all attendees (and Addendum as necessary).

25. MANDATORY PREBID CONFERENCE.

A MANDATORY PREBID CONFERENCE will be held at the time and location stated in the INVITATION FOR BID. Attendance is required for those wishing to bid on this project, and attendees must attend the entire meeting (and tour, if applicable) and sign the attendance sheet to document attendance. Representatives of Owner and Engineer will be present to discuss the Project. In responses to questions arising at the conference, Owner will issue Addenda as the Owner and Engineer consider necessary. Minutes of the meeting will be distributed to all attendees (and Addendum as necessary).



26. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE.

A. Subsurface and Physical Conditions

1. The Contract Documents identify:
  - a. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the OWNER and ENGINEER have used in preparing the Contract Documents.
  - b. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that the OWNER and ENGINEER have used in preparing the Contract Documents.
2. Copies of such reports and drawings from the Engineer as stated in these IINSTRUCTIONS TO BIDDERS. These documents are not part of the Contract Documents.

27. SUBMISSION OF BIDS.

The bid documents shall include a fully executed copy of each of the following items:

<u>Bid Documents</u>	<u>Pages</u>
<u>Bid Forms</u>	
Bid Form	BF-1:BF-6
Bid Bond	BB-1:BB-2
Questionnaire	Q-1:Q-1

Specifier: For KDHE SRF projects, include Exhibit D and several additional paragraphs from "Seldom Used" file provided by JCW's project manager.

28. ADDITIONAL BIDDER QUALIFICATION INFORMATION.

In addition to the information in Article 13, item A and otherwise requested, the apparent low Bidder shall submit a completed AGC Document No. 220, "Construction Contractor's Qualification Statement for Engineered Construction".

End of Section

BID REQUEST NO. \_\_\_\_\_

**BID FORM**

BID FOR:

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BID TO:

The Board of County Commissioners of Johnson County, Kansas

1. The UNDERSIGNED BIDDER hereby proposes and agrees, if this Bid is accepted, to enter into agreement with the OWNER to perform and furnish all the necessary labor, materials, equipment, tools and services for the Work identified in the Bidding and Contract Documents for the Contract Price and within the Contract Time or Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding and Contract Documents.
2. This Bid will remain open and subject to acceptance for sixty (60) days following the day of Bid opening, unless BIDDER and OWNER agree to an extension of time. BIDDER will sign and submit the Agreement with the Bonds, insurance and other documents as may be required by the Bidding and Contract Documents within ten (10) days following the date of OWNER's Notice of Award.
3. The Contract for the Work identified in the Bidding and Contract Documents shall be awarded on the total Base Bid which is based upon the cost of the proposed Work for the quantities as may be shown on the Bid Form.
4. In submitting this Bid, BIDDER represents that:

a. BIDDER acknowledges receipt of all of the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

b. BIDDER has examined the contents of the Bidding and Contract Documents and assumes responsibility for carefully studying any and all appropriate reports, tests, information, data

and studies, the drawings, specifications and other Contract Documents and has familiarized itself with the nature and extent of the Contract Documents, the proposed Work, site(s), locality and all local conditions and laws, rules and regulations that in any manner may affect the cost, progress, performance or furnishing of the Work.

- c. BIDDER has given the Johnson County Department of Treasury and Financial Management, Purchasing Division written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding and Contract Documents and the written resolution thereof by the Johnson County Department of Treasury and Financial Management, Purchasing Division is acceptable to BIDDER.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; BIDDER has not directly or indirectly induced or solicited any BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any BIDDER or over the OWNER.

Specifier: Use this page for lump sum contracts, and the next for unit price contracts. **If prenegotiated sole source equipment is anticipated, it must be approved in accordance with the County's Administrative Policies for exception to competition, including approval by the County Manager or Board of County Commissioners as appropriate.** Include quotations with the scope of supply for each system by addendum or as exhibits to the Agreement, subject to review by JCW's project manager. List Exhibits for quotations in the Agreement.

5. BIDDER will complete the Work for the following price(s):

Contractor's Bid (without prenegotiated equipment listed below)	\$ _____
Prenegotiated Equipment (describe _____)	\$ _____
Total Lump Sum Bid	\$ _____

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(Total Lump Sum Written in Words)

Specifier: Adjustment unit prices may be provided upon discussion with JCW's project manager. Edit examples to suit project

If the required quantities of the item listed below are increased or decreased by Change Order, the adjustment unit price named shall apply to such increased or decreased quantities.

H-pile as defined by the Contract Documents for a bid unit price based upon _____ linear foot of H-pile – lin. ft.	\$ _____
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Coarse bubble diffusers as defined by the Contract Documents for a bid unit price based upon _____ each of coarse bubble diffusers – each.	\$ _____
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Repair of asphaltic concrete as defined by the Contract Documents for a bid unit price based upon _____ square yard of asphaltic concrete paving – sq. yd.	\$ _____
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Specifier: Use this form for unit price contracts and delete the previous page. Enter estimates for mobilization, and modify item number for "Bid Adjustment" as necessary.

6. BIDDER will complete the Work for the following price(s):

**BASE BID**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	1	LS	\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
X	Bid Adjustment*	1	LS	\$ _____	\$ _____
	<b>A. Additive (+)</b>			\$ _____	\$ _____
	<b>B. Deductive (-)</b>			\$ _____	\$ _____

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Total Base Bid (Written in Words)

\*This bid item is provided so that the Bidder can make last minute adjustments to the total base bid amount. For the purpose of payment, this item shall be proportionally distributed among all of the bid items except Item No. 1.

Specifier: The proposed contract duration for substantial and final completion shall be verified with JCW's project manager. Include intermediate milestones if necessary, and coordinate with the liquidated damages provisions in the Agreement

- If awarded the Contract, the BIDDER agrees the Work will be substantially complete within \_\_\_\_\_ (\_\_\_\_) consecutive calendar days, and the work completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within \_\_\_\_\_ (\_\_\_\_) consecutive calendar days after the Contract Time commences to run as provided for, and in accordance with, the General Conditions of the Contract Documents.
- BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- The Bid Surety deposited herewith in the sum of five percent (5%) of the amount of the Bid, is furnished to the OWNER as a guarantee that the Agreement will be executed and the required bond(s) for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof and insurance as may be specified in the Bidding or

Contract Documents will be furnished to the OWNER. BIDDER agrees that the accompanying Bid Surety shall become the property of the OWNER, as liquidated damages and not as a penalty, should BIDDER fail or refuse to execute the Agreement or furnish said bond(s) and insurance.

10. BIDDER understands that the OWNER reserves the right to reject any or all Bids or to waive any formality or technicality in any Bid received, in the interest of the OWNER.

SUBMITTED AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

If BIDDER is:

**An Individual**

By: \_\_\_\_\_  
(Individual's name)

Doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

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

By: \_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation**

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_  
(Name)

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

By \_\_\_\_\_  
(Name)

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

Phone No.: \_\_\_\_\_

(Each party to the joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above)

BOND NO. \_\_\_\_\_

**BID BOND**

BID REQUEST NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ hereinafter called the Principal, as Principal, and \_\_\_\_\_ of \_\_\_\_\_ a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Kansas, hereinafter called the Surety, as Surety, are held and firmly bound unto, the Board of County Commissioners of Johnson County, Kansas, hereinafter called the Obligee, in the sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), good and lawful money of the United States of America, to be paid upon demand of the Obligee, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Principal has submitted to the Obligee a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as:

(insert project description)

NOW, THEREFORE, If the Obligee shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Obligee in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Obligee, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond.)

## QUESTIONNAIRE

The BIDDER shall enter in the spaces provided the names of the manufacturers of materials or equipment which bidder proposes to furnish, and shall submit this Questionnaire with its Bid. OWNER will review and evaluate the information before award of the Contract.

Only one manufacturer's name shall be listed for each item. Upon award of a contract, the named manufacturer shall be furnished. Substitutions will be permitted only if the named manufacturer does not meet the requirements of the Contract Documents, the manufacturer is unable to meet the delivery requirements of the construction schedule, or the manufacturer is dilatory in complying with the requirements of the Contract Documents. Substitutions will be subject to concurrence by OWNER and shall be confirmed by Change Order.

Preliminary acceptance of equipment listed by manufacturer's name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the Contract Documents.

Failure to furnish all information requested or entering more than one manufacturer's name for any item in the Questionnaire may be cause for rejection of the Bid.

Specifier: Enter the specification section number and title for the item or equipment to be identified.

<u>Specification Section</u>	<u>Manufacturer</u>
1.	
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____



**AGREEMENT**

THIS AGREEMENT, made and entered into this        day of       ,       , by and between the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "OWNER" and        hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the OWNER has caused to be prepared, in accordance with law, specifications, plans and Bidding and Contract Documents for the proposed work or public improvement(s) herein described, and has caused to be published an advertisement inviting sealed bids for the furnishing of necessary materials, labor and equipment for, and in connection with, the public improvement(s) as herein designated and described; and

WHEREAS, the CONTRACTOR, in response to the advertisement, submitted to the OWNER, in the manner and time specified, a sealed bid for the proposed work or public improvement(s) as herein designated and described; and

WHEREAS, the OWNER, in the manner prescribed by law, publicly opened, examined and canvassed the bids submitted, and as a result of such canvass determined and declared the CONTRACTOR to be the lowest and best, responsive and responsible bidder for the proposed work or public improvement(s) as herein designated and described, and duly awarded to the CONTRACTOR an Agreement therefore, for the sum named in the CONTRACTOR's Bid.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises, covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties to these presents do hereby agree as follows:

ARTICLE 1 - WORK

1.1 The CONTRACTOR shall, in a good and workmanlike manner, and at his or her cost and expense, furnish all labor, tools, equipment, materials, and incidentals necessary to perform and complete the Work herein designated and described and required by the Contract Documents.

1.2 The Work is generally described as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.3 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 2 - ENGINEER

The Project has been designed by \_\_\_\_\_, who is hereinafter referred to as ENGINEER and who shall act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the performance completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 The BIDDER agrees the Work will be substantially complete within the time indicated in CONTRACTOR's bid and the work completed and ready for final payment in accordance with Paragraph

14.07 of the General Conditions within the time indicated in CONTRACTOR's bid after the date when the Contract Time commences to run as provided in the General Conditions of the Contract Documents.

Specifier: Engineer shall estimate liquidated damages amounts to cover OWNER's and ENGINEER's estimated costs for project delays. Discuss recommendations with JCW's project manager.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Contract Documents, OWNER and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay OWNER \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for each and every calendar day beyond the substantial completion date that expires following the time indicated in CONTRACTOR's bid for completion of the Work. OWNER and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay OWNER \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for each and every calendar day beyond the final completion date that expires following the time specified CONTRACTOR'S BID.

#### ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for the completion of Work in accordance with the Contract Documents and CONTRACTOR shall accept in full compensation therefore, the sum set out in CONTRACTOR's Bid.

#### ARTICLE 5 - PAYMENT PROCEDURES

OWNER shall pay the CONTRACTOR in the manner specified in the Contract Documents. Applications for Payment shall be submitted by the CONTRACTOR and processed in accordance with the Contract Documents.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER or OWNER'S AGENT. Upon ENGINEER's recommendation and OWNER's approval of CONTRACTOR's Application for Payment, OWNER will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule and subject to the applicable provisions of the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below:

Specifier's Note: For treatment plant projects, revise Step 1 in consultation with JCW's project manager, as follows:

1. Ninety percent (90%) with ten percent (10%) retained until the Work is fifty percent (50%) complete. After the Work is fifty percent (50%) complete, there will be no further retainage provided the CONTRACTOR is making satisfactory progress and there is no specific cause, in OWNER's judgment, for greater withholding.

1. Ninety percent (90%) with ten percent (10%) retained until the Work is substantially complete.
2. OWNER shall release retainage, if any, on any undisputed payment due within thirty (30) days after substantial completion; provided, however, if any subcontractor is still performing work on the Project under its subcontract, OWNER may withhold that portion of the

retainage attributable to such subcontract until thirty (30) days after such work is completed.”

5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with the applicable provisions of the Contract Documents.

#### ARTICLE 6 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

Specifier: Verify all page numbers and titles.

- 6.1 This Agreement (pages AG-1 to AG-6, inclusive).
- 6.2 Exhibits to this Agreement (pages EXA-1 to EXA-5 inclusive).
- 6.3 Bid Request No. \_\_\_\_\_, including detailed specifications requirements and drawings.
- 6.4 Performance and other Bonds, attached herewith and consisting of 6 pages.
- 6.5 Notice of Award.
- 6.6 Notice to Proceed.
- 6.7 General Conditions (pages 1 to 43, inclusive).
- 6.8 Supplementary Conditions (pages SC-1 to SC-11, inclusive).
- 6.9 Addenda numbers (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 6.10 CONTRACTOR's Bid (pages BF-1 to BF-6, inclusive).
- 6.11 Other documents, if any, listed below:

Additional Supplementary Conditions (pages ASC-1 to ASC-\_\_\_\_, inclusive)

Specifier: Indicate Exhibits that may be provided for pre-negotiated equipment or systems. Coordinate with the Bid Form. Also, list any SRF forms that were provided, if applicable.

Exhibit B -

Questionnaire (pages Q-1 to Q-\_\_\_\_, inclusive).

- 6.12 The documents listed in paragraphs 6.2 et. seq. above, whether or not attached to this Agreement, are hereby incorporated by reference as if set forth fully herein and shall be made binding on OWNER and CONTRACTOR.

IN WITNESS WHEREOF, CONTRACTOR and OWNER have caused this Agreement to be executed by their duly authorized representatives in nine (9) counterparts in the prescribed manner and form on the day and year first above written.

CONTRACTOR

OWNER

\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

By \_\_\_\_\_

\_\_\_\_\_  
Ed Eilert, Chairman

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

[SEAL]

[SEAL]

ATTEST:

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Linda Sader, Deputy County Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Owner

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ hereinafter referred to as the Principal, as Principal, and \_\_\_\_\_ with general offices in the City of \_\_\_\_\_, a corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Principal has, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for Bid Request No. \_\_\_\_\_ - \_\_\_\_\_ on file with \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said agreement, and the Conditions, Specifications and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid or bids for the submission to the Obligee for completing the agreement in accordance with its terms and conditions, and upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the agreement and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

**STATUTORY BOND  
TO THE  
STATE OF KANSAS**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the Principal, as Principal,  
and \_\_\_\_\_ with general offices in the City  
of \_\_\_\_\_, a corporation duly organized and existing under the laws of the State of  
\_\_\_\_\_ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety,  
as Surety, are held and firmly bound unto the Board of County Commissioners of Johnson County,  
Kansas, hereinafter referred to as the Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the  
payment of which sum well and truly to be made, we bind ourselves and our heirs, executors,  
administrators, successors, and assigns jointly and severally, firmly by these presents.

The CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Principal has  
on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written agreement with the Board of County  
Commissioners of Johnson County, Kansas, hereinafter called the Owner, for furnishing all tools, equipment,  
materials and supplies and performing all labor and incidentals thereto necessary in connection with the  
public improvements described in said agreement, all in accordance with the specifications and other  
Contract Documents for Bid Request No. \_\_\_\_ - \_\_\_\_ on file with  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal or the Subcontractor or Subcontractors of the Principal shall  
pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in  
connection with or in or about the construction of or in making such public improvements, then this  
obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal or  
the Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for labor  
furnished, materials, equipment or supplies, used or consumed in connection with or in or about the  
construction of or in making such public improvements, then the Surety shall pay the same in any amount  
not exceeding the amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition  
to the terms and conditions of the said agreement for the 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 and  
conditions of the said agreement or to the specifications. The Surety stipulates and agrees that the penal  
sum of this bond shall be automatically increased or decreased by any change order(s) to the said  
agreement as approved by the Owner.

The Surety further agrees that any persons to whom there is due any sum for such public  
improvements as hereinabove stated, or said person's assigns or successors, may bring action on this  
bond for the recovery of said indebtedness; provided, that no action shall be brought on this bond after six  
(6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
(Attorney-In-Fact)

By \_\_\_\_\_  
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).

Filed with the Clerk of the District Court of Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the District Court



BOND NO. \_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ hereinafter called the Principal, as Principal, and \_\_\_\_\_, a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Kansas, hereinafter called the Surety, as Surety, are held and firmly bound unto the Board of County Commissioners of Johnson County, Kansas, hereinafter called the Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS FOREGOING OBLIGATION IS SUCH THAT, Whereas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Principal entered into a written agreement for Bid Request No. \_\_\_\_\_ with the Obligee for the work as designated and described in the said agreement; and

Whereas, it was a condition of the contract award by the Obligee that these presents be executed by the Principal and Surety aforesaid; and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of \_\_\_\_\_ (\_\_\_\_) year(s) beginning on the date the Obligee so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Obligee against all damages, losses and expenses which may occur to Obligee, by reason of defective materials used, or by reason of defective workmanship done, for, and the construction of said work; and shall, if necessary, refill all excavation in such manner that it shall be, and shall remain, for the period of \_\_\_\_ (\_\_\_\_) year(s), flush with adjacent surfaces; and shall repair, if necessary, for said period of \_\_\_\_ (\_\_\_\_) year(s), all surfaces adjacent to said work if such surfaces are damaged as the result of settlement of backfill of excavated areas; and shall guarantee the above work for a period of \_\_\_\_\_ (\_\_\_\_) year(s) from date formal acceptance, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)