

CONTRACT DOCUMENTS
FOR
NORTHEAST WASTEWATER TREATMENT PLANT
EMULSION POLYMER SUPPLY

September 12, 2022

Urbana & Champaign Sanitary District
1100 E University Ave., PO Box 669
Urbana, Illinois 61803

INDEX
FOR
NORTHEAST WASTEWATER TREATMENT PLANT
EMULSION POLYMER SUPPLY

CONTRACT DOCUMENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
I	Invitation to Bid	3
II	General Specifications and Instructions	5
III	Detailed Specifications	10
IV	Bid Form	14
<u>Attachments</u>		
A	Bid Bond Form	15

I.
URBANA & CHAMPAIGN SANITARY DISTRICT
NOTICE
INVITATION TO BID

EMULSION POLYMER SUPPLY

The Urbana & Champaign Sanitary District (hereafter referred to as the District) will receive sealed, signed bids for the District's **Emulsion Polymer Supply** at the District's offices, 1100 E. University Ave., Urbana, Illinois, beginning on Thursday January 5, 2023 until 1:30 P.M. CST on Thursday, January 26, 2023. **All bids will be opened and publicly read aloud using Zoom (see below)**. Bids received after the closing time will not be accepted and will be returned unopened.

Topic: UCSD Emulsion Polymer Supply - Bid Opening
Time: January 26, 2023 1:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89817165005?pwd=S1UwcHdWemFOTGRhdHBxbkI2aUICZz09>

Meeting ID: 898 1716 5005

Passcode: 849756

One tap mobile

+13126266799,,89817165005#,,,,*849756# US (Chicago)

+13092053325,,89817165005#,,,,*849756# US

The scope of this bid involves furnishing and delivering the District's Polymer Supply for the Northeast Wastewater Treatment Plant. Bench testing will be required prior to the centrifuge trial to narrow the use to a maximum of four (4) products. Bidders must participate in a pre-qualification trial to be held in November 2022. Please note that the cost of polymer for the trial testing will be shared 50/50 between the District and the vendor.

Certified trial results will be distributed to each participant following the conclusion of centrifuge trials. Only the prequalified centrifuge products will be allowed to be bid upon.

Copies of the Invitation to Bid for review purposes only are available through the District's web site www.u-csd.com. Bid documents for submittal are available by contacting Wade Lagle at the Urbana and Champaign Sanitary District 1100 East University Avenue Urbana, IL 61802 (217) 367-3409 ext. 1233 or by email at wlagle@u-csd.com.

Each bid must be accompanied by cash or a certified or bank's cashier's check on a solvent bank or trust company, drawn to the order of the Urbana & Champaign Sanitary District, or an acceptable Bid Bond on the form attached, in an amount not less than five percent (5%) of the total bid price. This sum is a guarantee that, if the bid is accepted, a contract will be entered into and its performance properly secured.

No bid shall be withdrawn after the opening of bids without the consent of the District for a period of 60 days after the scheduled time of receiving bids.

The District reserves the right to reject all or part of any and all bids, for any reason. The District may accept all or part of any bid or waive any formalities if it decides such action is in the best interest of the District.

Request for information related to the bid should be directed to Wade Lagle, Director of Operations, Urbana & Champaign Sanitary District, P.O. Box 669, Urbana, Illinois 61803; telephone 217-367-3409 ext. 1233.

The District will confirm any award decision in writing to the successful bidder.

Derek Winstanley
Clerk
Urbana & Champaign Sanitary District

Date: September 12, 2022

II.

GENERAL SPECIFICATIONS AND INSTRUCTIONS

INVITATION TO BID

EMULSION POLYMER SUPPLY

2.1 Bid Preparation

Where applicable, the bidder shall submit the bid on the forms the Urbana & Champaign Sanitary District (hereafter referred to as the District) provides in this document. The bidder shall complete all applicable blanks. Additional information may be submitted as believed necessary on company stationery, under signature of the authorized representative who completes this document's forms.

If this invitation to Bid contains inconsistencies between sections, Section III – Detailed Specifications shall supersede Section II – General Specifications, which shall supersede Section I – Notice. No warranty is made or implied as to information contained in these specifications.

An authorized officer or individual must sign the bid. Authorized signature must be the individual owner of the proprietorship, a general partner of a partnership, or the corporation officer who is authorized to sign for a firm and whose title is affixed.

All prices and notations shall be in ink or typewritten. The bidder may cross out mistakes and type corrections adjacent to the point of error. The person who signs the bid shall initial such corrections, in ink. If the District finds a bidder's entry to be illegible, it may, at its sole discretion, reject this bid.

2.2 Submission of Bids

The District will not receive bids by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as "**Emulsion Polymer Supply**". The District cannot ensure that the sealed bid will not be prematurely opened if the bidder does not clearly identify his bid envelope.

Mailing labels should be addressed to:

Urbana & Champaign Sanitary District
P.O. Box 669
Urbana, IL 61803-0669

Bids sent via Federal Express should be addressed to:

Urbana & Champaign Sanitary District
1100 E. University Ave.
Urbana, IL 61802

If the bidder chooses to hand-deliver the bid, it shall be deposited with the Receptionist, 1100 E. University Ave., Urbana, IL, 61802 between the hours of 8:00 A.M. and 4:30 P.M., up until the time stated on the day of the bid opening.

2.3 Bid Security

Each bid must be accompanied either by cash, a certified or bank cashier's check on a solvent bank or trust company, or a bidder's bond (Attachment A) from acceptable surety, drawn to the order of the District in an amount of not less than five percent (5%) of the bid price, issued by a surety company licensed to conduct business in the State of Illinois and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Failure to provide a Bid Security in the amount specified will constitute sufficient cause for rejection of the bid.

Within three (3) days after the opening of bids, the bid securities of all but the three lowest bidders will be returned. The bid security of the remaining two unsuccessful bidders will be returned within three (3) days after execution of the contract, or, if no such contract has been executed, within sixty (60) days after the date of opening of bids. The bid security of the successful bidder will be returned only after the contract has been duly executed and the required bond and insurance has been furnished.

2.4 Taxes

The District is exempt, by law, from paying the bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from the bid. The District's tax exemption number will be provided to the successful bidder.

2.5 Withdrawal of Bids

At any time prior to the scheduled bid opening, the bidder may withdraw his bid. However, no bidder shall withdraw or cancel the bid for a period of sixty (60) calendar days after said bid opening.

2.6 Acceptance of Bid

The District may reject all or part of any or all bids, for any reason. The District may accept all or part of any bid or waive any bidding formalities if it decides such action is in the District's best interest.

The District will only consider bids that conform to the intent of this document. The District will reject bids that contain one or more exceptions if the District determines that non-conforming bids deviate from the intent of these specifications.

2.7 Laws and Regulations

The bidder who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the District and the respective cities and villages in which the product is to be supplied respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

2.8 Terms

A. Payment to the Successful Bidder. On or before the 10th day of the first full month following the shipment, the bidder may submit to an invoice to the District for review. Invoice shall show purchase order number, date and amount delivered, and charges for the shipment. The invoice shall be accompanied by such supporting documentation as required by the District. Within thirty days after submission of the invoice, the District shall make a payment to the bidder.

B. Default. In case of default, the District will procure the service or material described in this Invitation to Bid from other sources. The District shall hold the defaulting successful bidder responsible for any excess cost incurred. The defaulting successful bidder shall make such payment no more than 60 calendar-days after the District provides notification, in writing, of such an occurrence.

C. Delivery Hours. Unless otherwise specified, all items shall be delivered to Urbana & Champaign Sanitary District, 1100 E. University Ave., Urbana, IL, Monday through Friday, between the hours of 8:00 A.M. and 2:00 P.M., excluding holidays.

D. F.O.B. Point and Shipping Charges. All prices shall be quoted F.O.B. destination, Urbana & Champaign Sanitary District, Urbana, IL. All shipping, handling and freight charges shall be included in the bid amount.

E. Hold Harmless. The successful bidder shall hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Invitation to Bid. The bidder shall likewise hold harmless and indemnify the District and its representatives from all:

1. suits, claims or action,
2. costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and
3. damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) to which the District or its representatives might be exposed by reason of any injury or alleged injury, to the person or property of another:
 - a. in the execution of the contract to provide District's Emulsion Polymer Supply, or
 - b. from actions the District or its representatives take on the successful bidder's behalf, except in cases where such suits, claims, actions, or costs arise from the District's negligence. In such cases, the successful bidder shall not hold the District harmless for the consequences of the District's own negligence, but shall not be relieved of its duty to hold the District harmless for said successful bidder's negligent acts or omissions. For purposes of this paragraph, "its representatives" means the Urbana & Champaign Sanitary District's trustees, employees, agents, assigns, and their heirs.

F. Use of District Name Prohibited. In the absence of the District's written permission, the successful bidder shall not use the District's name in any form or medium of public advertising.

2.9 Investigation

It shall be the responsibility of the bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid document. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the District or the compensation of the bidder.

2.10 Addenda

If the District issues written addenda, such addenda shall become part of the contract documents. The District will send the addenda:

- a. not less than 3 working-days prior to the bid opening date;
- b. via mail, email, or facsimile transmission;
- c. to each recipient of the specifications, at either the:
 - (i) address to which the District mailed the original bid document;
 - (ii) corrected address the prospective bidder subsequently furnished;
 - (iii) email address the prospective bidder subsequently furnished;
 - (iv) facsimile number the prospective bidder sent the District.

In the absence of the prospective bidder's written notice of his email or facsimile number, the District will provide addenda via mail.

A bidder that does not receive the District's addenda, and who previously submitted a bid, shall not be relieved from any obligation in the bid he submitted.

2.11 Contract Form

The bidder to whom a Notice of Intent to award is issued shall submit an executed contract to the District within fourteen (14) days after receiving said notice.

The form of the contract shall be the bidder's standard form with conditions of sale. A sample of this contract form will be included in this proposal for review by the District. Any changes made prior to the execution shall be mutually agreed to, in writing, by both parties.

Appended to the standard form of the contract shall be reference that these documents are a part thereof.

2.12 Contract Termination

A. Bidder's Unacceptable Performance. During the contract period, the polymer dosage must remain consistent with the dosage exhibited in prequalification trials conducted in November, 2022. If the dosage to maintain normal operations increases more than 20% for a period of 1 month or longer compared to results obtained during the prequalification trial, the supplier's representative must take measures to correct the product or provide an improved alternative product at the bid price. If the successful bidder fails to perform services or provide

materials or equipment in conformity with this Invitation to Bid, the District shall notify them in writing. If the successful bidder fails to correct the performance deficiency to the District's satisfaction within thirty working days after they receive the District's notice, they shall be in default. If the same performance deficiency recurs despite the District's notification and the successful bidder's temporary correction, the successful bidder shall likewise be in default. The District may, at its sole discretion, terminate the Emulsion Polymer Supply contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.8 B of this Invitation to Bid.

B. Early Termination. The District may, in its sole option, terminate the Emulsion Polymer Supply contract prior to the expiration date. In such an event, the District shall notify the successful bidder in writing no less than 10 calendar days prior to the revised termination date. District shall likewise state the reason(s) for termination. If early termination occurs for the District's convenience and the successful bidder is compliant with all the terms and conditions of the contract, the District will not hold said bidder to be in material default.

C. District's Action Following Contract Termination. If the contract is terminated, the District may, at its sole option:

1. request new Emulsion Polymer Supply bids or
2. designate the next-low bidder to provide District's Emulsion Polymer Supply, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable Emulsion Polymer Supply contract.

2.13 Deliveries

The successful bidder shall ship all materials as follows: F.O.B. Urbana & Champaign Sanitary District, 1100 East University Avenue, Urbana, Illinois, 61802, freight paid by seller. All deliveries shall conform to the requirements stated in this Invitation to Bid. The successful bidder shall deliver all material without spillage. Bidder shall immediately clean up any accidental spillage, using USEPA and Illinois EPA approved methods, notify the Illinois Emergency Management Agency (217-782-7860) when required by law, and shall compensate the District for any and all spillage-related losses, injuries or expenses. The successful bidder shall make such compensation within 60 days of the District's written notice explaining the loss.

In the unlikely event that the District is picketed by its employees or a third party, or if any labor-management dispute between the District and its employees or third parties becomes known to the successful bidder, then in such an event and during the course of such picketing or labor-management dispute, the successful bidder shall continue to carry out the terms and conditions of this contract as if such pickets were not present or such labor-management dispute did not exist.

III.

DETAILED SPECIFICATIONS

INVITATION TO BID

EMULSION POLYMER SUPPLY

3.1 Purpose

This Section contains a detailed description so that qualified bidders may submit formal Emulsion Polymer Supply bids. Bench testing will be required prior to the centrifuge trial to narrow the use to a maximum of four (4) products. Prequalification trials will be conducted in November, 2022. Certified trial results will be distributed to each participant following the conclusion of centrifuge trials. Only the prequalified centrifuge products will be allowed to be bid upon. Please note that the cost of polymer for the trial testing will be shared 50/50 between the District and the vendor.

3.2 Minimum Requirements

A. During the contract period, the polymer dosage must remain consistent with the dosage exhibited in prequalification trials conducted in November, 2022. If the dosage to maintain normal operations increases more than 20% for a period of 1 month or longer compared to results obtained during the prequalification trial, the supplier's representative must take measures to correct the product or provide an improved alternative product at the same bid price. Also see Section 2.12.

B. Performance Requirements

The prequalification trials required that the products meet the following criteria in order to be qualified for a bid submittal.

1. Centrifuge centrate shall not exceed 1000 mg/L TSS.
2. Centrifuge cake solids shall be no less than 19.0%
3. Centrifuge feed flow shall be a minimum of 60 gpm.

3.3 Contract Duration

Bidders have the option of bidding on two lengths of contracts. The successful bidder shall provide the District's Emulsion Polymer Supply for a:

- 24-month contract period beginning May 1, 2023, and ending April 30, 2025 (Base Bid)
- 12-month contract period beginning May 1, 2023, and ending April 30, 2024 (Alternate).

The respondent/contractor must submit a bid for the base bid. He/she may submit a bid for the alternate time period. The District reserves the right to make all decisions on the most responsive bid based on the length of contract.

3.4 Per-pound Pricing

Polymer Supply prices shall be on a per pound basis of Polymer, delivered F.O.B. to the District's 1100 East University Avenue location. Polymer shall typically be delivered in bulk quantities up to 6000 gallons. If totes must be utilized for any reason, polymer delivered in totes must have equal per pound pricing with no surcharges or costs added for tote deliveries.

3.5 Price Increases are Prohibited

The successful bidder's bid price shall be firm for purchases during the award contract period, until the District initiates an extension of the contract period.

3.6 Quantity

The District expects to use approximately 250,000 pounds of Emulsion Polymer annually. However, the District makes absolutely no warranty as to the quantity, if any, of Emulsion Polymer it will purchase from the successful bidder. In the event the District places an order, said order will typically be in bulk.

3.7 Calculation for Determining Successful Bid

The unit per pound price supplied by the bidder on the Bid form will be inserted into a calculation to determine the successful bid based. The calculation will determine polymer dosage using each bidder's polymer and sludge performance results obtained from the prequalification trial. A disposal surcharge will be factored for cake solids. The disposal surcharge is calculated by dividing the District's current disposal cost in \$/wet ton by the decimal percent of the trial cake solids, minus the current disposal cost in \$/wet ton divided by the decimal percent of 30% cake solids. The performance cost per dry ton will be the value used to determine the successful bid.

3.8 Sampling Procedures for Quality Control

For purposes of analysis, each truckload shall be a unit and the successful bidder shall provide a pre-shipment sample and Certificate of Analysis for the unit prior to each delivery. The District may analyze such a sample by methods it determines to be appropriate, such as relative ion species, percent active solids, and total solids. After award of bid, minimum specifications for the product will be determined by the District. The District reserves the right to reject shipments not meeting product specifications and ultimately to terminate the contract if shipments continue failing to meet the specified standards of quality. Any additional shipping expense involved with delays in delivery due to quality control tests at the delivery site will be paid by the supplier.

3.9 Promptness, ICC and DOT Requirements

The successful bidder shall make all deliveries F.O.B. Urbana & Champaign Sanitary District, 1100 East University Avenue, Urbana, Illinois, no more than fourteen (14) days after said bidder receives the District's authorized request. The District's authorized representative may submit the request either by phone or in writing.

For any given week, the successful bidder shall make authorized deliveries between 8:00 A.M. and 2:00 P.M., Monday through Friday, except on a District holiday, unless prearranged with

District approval. All delivery procedures and transportation systems shall meet all applicable ICC and DOT requirements.

3.10 Safety Data Sheets

The successful bidder shall furnish the District with a Safety Data Sheet for the Polymer. Totes, if used, shall be properly marked in accordance with the DOT and OSHA requirements.

3.11 Indemnification Clause

Successful bidder shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the successful bidder or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful bidder or subcontractors, whether such loss, damage, injury or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful bidder shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

3.12 Payment to Successful Bidder

The successful bidder shall invoice the District after each shipment. Section 2.8 of this Invitation to Bid contains the District's general payment requirements.

3.13 Compatibility with District Equipment

All of the proceeding specifications notwithstanding, all polymer the successful bidder furnishes shall not adversely affect the operation of the District's polymer handling and dewatering equipment. If, during the course of this contract, the District in its sole opinion determines that the successful bidder's polymer is adversely affecting the operation of the District's polymer handling and dewatering equipment, the District reserves the right to unilaterally terminate the Emulsion Polymer Supply contract, in accordance with Section 2.12 of this Invitation to Bid, with no penalty accruing to the successful bidder after providing appropriate, substantiating documentation, and providing the successful bidder with a reasonable amount of time to remedy situation.

3.14 Force Majeure

The obligations of either the District or the successful bidder shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the District or the successful bidder being rendered unable wholly or in part by force majeure to carry out its obligation under the Emulsion Polymer Supply contract, other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

3.15 Insurance

The successful Bidder shall purchase and maintain all of the insurance described hereof, for not less than the limits of liability therein specified so as to protect Bidder from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damage to property which may arise out of or result from the Bidder's operations under this contract, whether such operations be by Bidder or by any subcontractor or anyone directly or indirectly employed by any of them.

A. Worker's compensation, including occupational disease in accordance with the statutory requirements set forth by the state in which the work is to be performed and a minimum of \$1,000,000 employer's liability insurance. Coverage is to include all Bidder's owners and employees engaged in the performance of this contract. Waiver of subrogation is required.

B. Comprehensive general liability insurance for bodily injury and property damage, including products and completed operations and contractual liability with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Waiver of subrogation is required. Urbana & Champaign Sanitary District is to be named an additional insured on a primary and non-contributory basis.

C. Comprehensive automobile liability insurance covering Bidder for claims arising from owned, hired and non-owned vehicles covering bodily injury and property damage with a combined minimum single limit of \$1,000,000.00.

D. Certificates of insurance covering all of the insurance required to be maintained by Bidder shall be filed with the District. This certificate shall verify that the District is named on the insurance as an additional insured on a primary and non-contributory basis for a minimum of 2 years after completion of the project. Note: Listing as "Certificate Holder" is not acceptable.

E. Proof of Insurance. No more than 10 business-days subsequent to the District's issuance of an award letter, the successful bidder shall provide documentation to prove that they have obtained all required insurance and bonds. The District shall be the sole judge as to the acceptability of any such proof.

F. Correction of Successful Bidder's Insurance Deficiencies. If the District determines that the successful bidder's insurance or documentation does not conform to these specifications, the District shall inform said bidder of the non-conformity. If said bidder fails to provide conforming insurance or documentation within five calendar-days of the District's notice, they shall be in default.

3.16 Questions

Interested parties by direct questions concerning this Invitation to Bid to Wade Lagle, Director of Operations, 217-367-3409, Ext. 1233. The District will not interpret specifications for individual bidder. If the District determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective bidders.

IV.

BID FORM

**BID PRICE FOR DISTRICT'S EMULSION POLYMER SUPPLY
AS SPECIFIED IN THIS INVITATION TO BID**

Polymer Vendor_____

Product Number_____

BID PRICE – Twenty-four-month supply: May 1, 2023 through April 30, 2025 (Base Bid).

24-month price, expressed in figures, per pound for Polymer
Delivered F.O.B. Urbana & Champaign Sanitary District, in full
conformity with all specifications contained in this Invitation to Bid:

\$_____ per pound

BID PRICE – Twelve-month supply: May 1, 2023 through April 30, 2024 (Alternate).

12-month price, expressed in figures, per pound for Polymer
Delivered F.O.B. Urbana & Champaign Sanitary District, in full
conformity with all specifications contained in this Invitation to Bid:

\$_____ per pound

Date:_____

Bidder:_____
(print name of firm)

By:_____
(authorized rep's signature)

(print street address)

(print rep's name)

(print city, state, zip)

(print rep's title)

(area code and phone number)

(facsimile number)

ATTACHMENT A
BID BOND FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto Urbana and Champaign Sanitary District 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 Urbana and Champaign Sanitary District a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the POLYMER SUPPLY.

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 attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID;

then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

Principal (L.S.)

Surety

By: _____

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.