

Dane County Contract Cover Sheet

Res 102

Revised 01/2023

Dept./Division	Public Works		
Vendor Name	Poblocki Paving Corp.	MUNIS #	23340
Brief Contract Title/Description	AWARD OF CONTRACT FOR BADGER PRAIRIE HEALTH CARE CENTER-PARKING LOT DRAINAGE IMPROVEMENTS		
Contract Term	7/31/23-10/20/23		
Contract Amount	\$89,839.00		

Contract # Admin will assign	15161
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Ryan Shore/Brandon Braithwaite	Name	Jessica Gones
Phone #	(608) 445-0109	Phone #	(414) 476-9130
Email	shore@countyofdane.com	Email	jgones@poblockipaving.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 323013
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 2149	Org: BPHCCAPP	Obj: 58030	Proj:	\$ 89,839.00
	Year 2023	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 102
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2023

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Draper, Todd	Digitally signed by Draper, Todd Date: 2023.07.05 07:07:48 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/5/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, July 7, 2023 9:55 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Standing, Brian; Oby, Joe
Subject: Contract #15161
Attachments: 15161.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/7/2023 10:12 AM	Approve: 7/7/2023 10:12 AM
	Gault, David	Read: 7/7/2023 10:11 AM	Approve: 7/7/2023 10:44 AM
	Patten (Purchasing), Peter		Approve: 7/10/2023 8:43 AM
	Lowndes, Daniel	Read: 7/7/2023 9:58 AM	Approve: 7/7/2023 9:59 AM
	Standing, Brian		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15161

Department: Public Works

Vendor: Poblocki Paving Corp

Contract Description: Badger Prairie Health Care Center Parking Lot Drainage Improvements (Res 102)

Contract Term: 7/31/23 – 10/20/23

Contract Amount: \$89,839.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1
2
3 **2023 RES-102**

4 AWARD OF CONTRACT FOR BADGER PRAIRIE HEALTH CARE CENTER PARKING LOT
5 DRAINAGE IMPROVEMENTS

6 The Department of Administration - Public Works Engineering Division reports the receipt of
7 bids for Badger Prairie Health Care Center Parking Lot Drainage Improvements, 1100 E.
8 Verona Ave., Verona, WI Public Works Bid No. 323013.

9
10 A complete tabulation is on file at the Public Works Office. The low qualified bidder is:

11 Poblocki Paving Corp.
12 525 S. 116th Street
13 West Allis, WI 53214

14
15 Total: \$89,839.00

16
17 The Public Works staff finds the amount to be reasonable and recommends awarding the
18 Contract to Poblocki Paving Corp.

19
20 There are sufficient funds available for this project. The term of the borrowing used to support
21 this project will be 10 years.

22
23 **NOW, THEREFORE, BE IT RESOLVED** that a Contract be awarded to Poblocki Paving Corp.
24 in the amount of \$89,839.00; and

25
26 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
27 and directed to sign the Contract; and

28
29 **BE IT FURTHER RESOLVED** that the Public Works Engineering Division be directed to ensure
30 complete performance of the Contract; and

31
32 **BE IT FINALLY RESOLVED** that the Public Works & Transportation Committee shall approve
33 all change orders to the Contract, subject to submission of change orders to the County Board
34 for approval where the sum involves \$20,000 or more than 10% of the original approved
35 Contract amount, whichever is smaller.

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. 15160 Bid No. 323013

Authority: 2023 RES - 102

THIS CONTRACT, made and entered into as of the date by which authorized representatives of both parties have affixed their signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and POBLOCKI PAVING CORP (hereafter, "CONTRACTOR"), and

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Badger Prairie Health Care Center Parking Lot Drainage Improvements ("the Project"); and

WHEREAS, CONTRACTOR, whose address is 525 S.116th St., West Allis, WI 53214 is able and willing to construct the Project, in accordance with the Construction Documents;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and CONTRACTOR do agree as follows:

1. CONTRACTOR agrees to construct, for the price of \$ 89,839.00 the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid, General Conditions of Contract, any and all Addenda, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by JSD Professional Services, Inc. (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. The term of this Contract shall commence when fully executed by the parties. The CONTRACTOR shall commence the Work by JULY 31, 2023. The Work's substantial completion date shall be OCTOBER 20, 2023. Failure to meet commence work or substantial completion dates on the Work as set forth herein is grounds for termination of the Contract and other remedies as set forth in the General Conditions of Contract incorporated herein.
3. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the General Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the General Conditions of Contract.
4. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual

orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

5. CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Specialist in accord with Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR must file such plan within fifteen (15) business days of the effective date of this Contract. During the term of this Contract CONTRACTOR shall also provide copies of all announcements of employment opportunities to COUNTY'S Office of Equity & Inclusion, and shall report annually the number of persons, by race, ethnicity, gender, and disability status, which apply for employment and, similarly classified, the number hired and number rejected.

6. During the term of this Contract, all solicitations for employment placed on CONTRACTOR'S behalf shall include a statement to the effect that CONTRACTOR is an "Equal Opportunity Employer".

7. CONTRACTOR agrees to furnish all information and reports required by COUNTY'S Contract Compliance Specialist as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provisions of this Contract.

8. The intent of this Contract is to be a Contract solely between the parties hereto and for their benefit only. Do not construe any part of this Contract to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of the parties.


9. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except in writing, executed by both parties.

10. CONTRACTOR must be qualified as a Best Value Contractor or have proven their exemption with Dane County Public Works Engineering Division before Bid Due Date / Time. All contractors and subcontractors must be qualified as a Best Value Contractor or have proven their exemption to perform any work under this Contract.

11. This Contract, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Contract and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not each party made such reproduction in the regular course of business. This term does not apply to the service of notices under this Contract.


IN WITNESS WHEREOF, COUNTY and CONTRACTOR, by their respective authorized agents, have caused this Contract and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR CONTRACTOR:



Signature
Date June 26th, 2023

Greg M. Kastenholtz, President
Printed or Typed Name and Title



Signature
Date June 26th, 2023

Paul J. Sagan, Secretary
Printed or Typed Name and Title

NOTE: If CONTRACTOR is a corporation, Secretary should attest. In accordance with IRS Regulations, unincorporated entities are required to provide either their Social Security or Employer Number in order to receive payment for services rendered.

This Contract is not valid or effectual for any purpose until approved by the appropriate authority designated below, and no work is authorized until the CONTRACTOR has been given notice to proceed by COUNTY'S Public Works Director.

FOR COUNTY:

Joseph T. Parisi, County Executive
Date _____

Scott McDonell, County Clerk
Date _____

END OF SECTION

40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

PERFORMANCE BOND
The American Institute of Architects,
AIA Document No. A312 (March, 1984 Edition)

Bond No. B 1286265

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

CONTRACTOR (Name and Address):
Poblocki Paving Corp

525 S 116th St Milwaukee, WI 53214

OWNER (Name and Address):

County of Dane

Public Works Engineering Division, 1919 Alliant Energy Center Way Madison, WI 53713

SURETY (Name and Principal Place of Business)

Selective Insurance Company of America

40 Wantage Avenue Branchville, NJ 07890

CONSTRUCTION CONTRACT

Date: July 31, 2023

Amount: Eighty Nine Thousand Eight Hundred Thirty Nine Dollars (\$89,839.00)

Description (Name and Location):

Badger Prairie

Health Care Center Parking Lot Drainage Improvements

BOND

Date (Not earlier than Construction Contract Date):

June 26, 2023

Amount: Eighty Nine Thousand Eight Hundred Thirty Nine Dollars (\$89,839.00)

Modifications to this Bond:

None

See Page 3

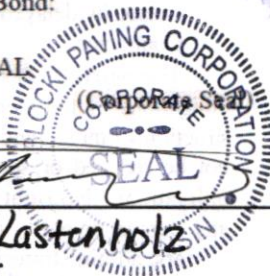
CONTRACTOR AS PRINCIPAL

Company:

Poblocki Paving Corp

Signature:

Name and Title: Greg M. Kastenholtz
President



SURETY

Company:

Selective Insurance Company of America

Signature:

Name and Title: Jill Wendt
Attorney-in-Fact, Jill Wendt

(Corporate Seal)



(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY Name, Address and Telephone)

AGENT:

OWNER'S REPRESENTATIVE (Architect, Engineer
or other party):

HNI RISK SERVICES

PO BOX 510187 NEW BERLIN, WI 53151-0187

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, .2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two year after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a

defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any

amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

PAYMENT BOND
The American Institute of Architects,
AIA Document No. A312 (March, 1984 Edition)

Bond No. B 1286265

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business)

Poblocki Paving Corp

Selective Insurance Company of America

525 S 116th St Milwaukee, WI 53214

40 Wantage Avenue Branchville, NJ 07890

OWNER (Name and Address):

County of Dane

Public Works Engineering Division, 1919 Alliant Energy Center Way Madison, WI 53713

CONSTRUCTION CONTRACT

Date: **July 31, 2023**

Amount: **Eighty Nine Thousand Eight Hundred Thirty Nine Dollars (\$89,839.00)**

Description (Name and Location): **Badger Prairie
Health Care Center Parking Lot Drainage Improvements**

BOND

Date (Not earlier than Construction Contract Date): **June 26, 2023**

Amount: **Eighty Nine Thousand Eight Hundred Thirty Nine Dollars (\$89,839.00)**

Modifications to this Bond: None See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Company:

Poblocki Paving Corp

Selective Insurance Company of America

Signature: 

Signature: 

Name and Title: **Greg M. Kastenholtz, President**

Name and Title: **Attorney-in-Fact, Jill Wendt**



(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY Name, Address and Telephone)

AGENT:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

HNI RISK SERVICES

PO BOX 510187 NEW BERLIN, WI 53151-0187

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until.

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the condition of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed

as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural

and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is replaced with the following:

6. When the Claimant has satisfied the conditions of Section 4 and provided the Surety with a sworn proof of claim and satisfactory evidence in support of its claim, then the Surety shall promptly and at Surety's expense send a response to the Claimant, with a copy to the Owner within 45 days after receipt of the sworn proof of claim and supporting documentation, either

6.1 advising the Claimant of any deficiencies in the documentation submitted and requesting supplemental or omitted documentation; or

6.2 stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and pay or arrange for payment of any undisputed amounts.

In the event the Surety shall not act within the 45 day period, then the Claimant shall be entitled to legal interest beginning on the 45th day on any amount the Claimant establishes as properly owed to it by the Surety for labor or material supplied to the project and such entitlement to interest shall be the sole remedy available to the claimant for the Surety's failure to act within the 45 day period. Nothing stated in this bond shall be deemed to waive the Surety's or Contractor's right to dispute any part of the claim or shift the burden of proof or waive any of Surety's or Contractor's defenses, offsets, causes of action and counterclaims in any action brought under this bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

