

BID SECURITY

1.1 Bid Security, made payable to the City of Arlington, Washington shall accompany each Bid. Bid Security shall be in the form of a cashier's check or certified check in the amount of not less than five percent (5%) of the Bidder's maximum price, or in the form of a Bid Bond in said amount (in the form attached). Bid Bond shall be executed by such sureties as are named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department ([www.fms.treas.gov/c570/index.html](http://www.fms.treas.gov/c570/index.html)) and is admitted to issue bonds in the states in which the Project is located and all Work is performed. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act.

1.2 Bid Security shall remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

1.3 The Bid Security of the successful Bidder will be retained until such Bidder has within fifteen (15) days of issuance of written notice of contract award;

- (a) Executed the contract agreement,
- (b) Furnished a performance bond and a payment bond fully executed as described in the Contract Forms section.
- (c) Furnished certificates of insurance as described in the General Conditions, and

If the successful Bidder fails to deliver the executed documents described above within fifteen days after Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

1.4 The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the effective date of the Agreement or the **sixty-first** day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

1.5 Bid Security with Bids which are not competitive will be returned within seven days after the Bid.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_

as Principal, and

\_\_\_\_\_

as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ as Owner in the penal sum of

\_\_\_\_\_

dollars for the payment of which sum, well and truly to be made, we hereby bind ourselves, our successors and assigns jointly and severally firmly by these presents.

Signed and sealed, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

The Condition of the above obligation is such that where the Principal has submitted a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of City of Arlington WWTP Upgrade and Expansion Project.

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 the Agreement attachment hereto (properly completed in accordance with said Bid) and shall furnish Bonds for Faithful Performance of said contract, and for the Payment of all persons performing labor and furnishing material in connection therewith, and provide certificates and policies of insurance as specified in the Bid documents and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_

By: \_\_\_\_\_

END OF BID BOND