



CITY OF AVON PARK, FLORIDA

BID DOCUMENTS AND SPECIFICATIONS
SIDE LOADING REFUSE TRUCK

BID # 08-01

OCTOBER 2007

INVITATION FOR BIDS
CITY OF AVON PARK FLORIDA
SIDE LOADING REFUSE TRUCK
BID # 08-01

Sealed bids will be received at the office of the City Manager, City Hall, Avon Park, Florida, until 2:00 p.m. Monday, October 23 2007, at which time they will be publicly opened and read.

The bid is for furnishing one (1) side loading refuse truck.

Specifications may be obtained from Ms. LilyAnn Bermudez, Purchasing/Accounts Payable Specialist, 110 E. Main Street, Avon Park, Florida, 33825. E mail address:lbermudez@avonpark.cc.

All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the City of Avon Park bid package. An original and 2 copies are required. Bids received later than the date and time as specified will be rejected. The City will not be responsible for the late deliveries of bids that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more City Council members may be in attendance at the above bid openings.

The City of Avon Park reserves the right to accept or reject any or all bids or any parts thereof, and

the award, if an award is made, will be made to the most responsive and responsible bidder whose bid and qualifications indicate that the award will be in the best interest of The City.. The City reserves the right to waive irregularities in the bid.

The City of Avon Park, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the City's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes shall contact the City Manager's office, 110 E. Main Street, Avon Park, Florida. Phone 863-452-4401.

No bid may be withdrawn for a period of ninety (90) days from the date of the bid opening. The City reserves the right to accept or reject any or all bids, to waive all informalities and to accept or reject any or all items of any bid.

CITY OF AVON PARK

SIDE LOADING REFUSE TRUCK BID # 08-01

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

Contract Documents may be examined and obtained from Ms. LilyAnn Bermudez, 110 E. Main Street, Avon Park, FL 33825. Email address: lbermudez@avonpark.cc.

2. PREPARATION OF BIDS

- A. Each bid must be prepared upon the blank unaltered proposal form included in the Contract Documents. Bidders shall state the proposed price for the item both in words and in figures, which shall be typed or written in ink. In the event of disagreement, the amount expressed in words shall govern. Bids shall be signed by the bidder with his/her business address and name of Corporation, followed by name of the state of incorporation and legal signature of an officer authorized to sign contract for the corporation. Bids shall be signed with name typed below the signature.
- B. If the Bid is signed by a person other than an officer of the Company there must be attached to the Bid a certified copy of a resolution by the Board of Directors of the Bidding Corporation authorizing such person to sign the Bid on Behalf of the Corporation.

3. BOND SECURITY

- A. Each bid must be accompanied by bid security in the form of a Performance and Payment Bond (on the form included herein. Security shall be made payable to the Owner, addressed as defined in the Bid Form. The Bid Bond Form must be executed by a Surety licensed to conduct business in the State where the work is located.
- B. Such bonds will be returned to all except the three lowest bidders, within ten (10) days after the bid opening. The bond of the such three bidders will be returned within five (5) days after the successful Contractor and Owner have executed the Contract.
- C. If any bidder refuses to enter into a Contract, the Owner will retain his/her Bid Security as liquidated damages, but not as a penalty. The Bid Security is to be submitted with the submission of Bids.

4. **BID SUBMISSION**

Each bid must be submitted in a sealed envelope addressed to the:

PURCHASING DEPT.
110 E. MAIN ST.
AVON PARK, FLORIDA 33825

bearing on the outside the Bidder's name and address, the name of the project for which the bid is submitted. Envelope shall also bear notation to indicate the Addenda received by number and date received. All addenda issued shall become a part of the Contract Documents. Failure of any Bidder to receive any Addenda shall not relieve such Bidder from any obligation under this proposal as submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope as stipulated above for Bids, and noting that a sealed bid is enclosed. Mailed Bids must be received by Owner before hour specified or will not be considered.

5. **WITHDRAWAL OF BIDS**

- A. The attention of Bidders is directed to the fact that in submitting his/her Proposal, the Bidder agrees, except as noted below, that he/she will not withdraw it within ninety (90) consecutive calendar days after the actual date of the opening of bids.
- B. Upon proper request and identification, bids may be withdrawn as follows:
 - 1. At any time prior to the designated time for the opening bids.
 - 2. Provided the Bid has not been accepted by the Owner, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his/her Bid.
- C. Unless a Proposal is formally withdrawn, it shall be deemed open for acceptance until the Contract Agreement has been executed by both parties thereto or until the Owner manifests that he/she does not intend to accept the Proposal. Notice of acceptance of a Proposal shall not constitute rejection of any other Proposal.

6. AWARD OF CONTRACTS

Award will be made to the lowest responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee classes shall be taken into consideration.

The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the City of Avon Park.

Award of contract will be made within as soon as possible after bid opening.

Delivery Point: City of Avon Park Public Works Department.

CITY OF AVON PARK

SIDE LOADING REFUSE TRUCK

BID # 08-01

GENERAL CONDITIONS

1. GENERAL

The purpose of this specification is to describe a complete 31 cubic yard side loading body, including all standard equipment; packer regenerative circuit; oil suction shut-off valve; throttle advance; mid-body turn signals; right side controls.

2. WARRANTY

To assure delivery of a durable and reliable system, all the warranties on system components are to be manufacturer direct, certified by the manufacturer via a Statement of Warranty and Agreement to same, signed and sealed by an officer of same.

3. CONSIDERATION

To assure delivery of a fully integrated and operational system, one that preserves the integrity, criteria and goals of the program, only Bids received on a complete system, all components to be included, will be considered.

4. EVALUATION

Evaluation of Bids on the collection program and the award will be based on, but not limited to, price, responsiveness to City specifications, delivery, past performance of vendors, warranty and the local availability of parts and service.

5. Prices quoted shall not include federal or state taxes, if any are applicable. The price quoted is that for which the new equipment will be furnished F.O.B. point of delivery, and include all charges that may be imposed during the life of the contract.

6. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned

herein, but necessary to furnish complete until ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.

7. Bidder shall state his normal warranty and extended warranty where available.
8. The successful vendor shall demonstrate the operations of the equipment upon request before being accepted by the City of Avon Park. Total operation and performance must be acceptable to the City's Public Works Coordinator, the City Manager and the Purchasing/Accounts Payable Specialist before invoices can be processed for payment.
9. Bidder shall furnish a complete parts, maintenance, and operator's manual for the truck.
10. There shall be no dealer identification attached to the equipment.
11. Bidders shall list on a separate attachment any variations from, or exceptions to, the conditions and specifications of the bid. This attachment shall be labeled "Exceptions(s) to Bid Conditions and Specifications", and shall be attached to the bid.

CITY OF AVON PARK
SIDE LOADING REFUSE TRUCK

BID # 08-01

SPECIAL CONDITIONS

1. This Contract contemplates the purchase of this equipment under a Lump Sum Agreement.
2. Unit proposed must comply with applicable Federal, State, Department of Transportation and O.S.H.A. regulations.

CITY OF AVON PARK
SIDE LOADING REFUSE TRUCK

BID # 08-01

INSTRUCTIONS: Bidders are to fill out this form completely, noting any and all discrepancies. If a clause is met exactly, so state. If an OR EQUAL and/or EXCEPTION is being proposed, mark an EXCEPTION for that item and state specifically on the EXCEPTION SHEET what is being offered. Manufacturers' brochures WILL NOT suffice.

The equipment to be supplied shall be new and UNUSED and shall be manufacturer's 2008 production model, including accessories and normally standard features not specifically mentioned but normally supplied and/or necessary to furnish a unit complete and ready for operation.

TRUCK CHASSIS SPECIFICATIONS

CHASSIS: SBA chassis,4x2 with 237"wheelbase, 139.9 CA, and 75" axle to frame.

INSTRUCTIONS: This bid form must be used; if it is not, the bid may be rejected. The bidder must list exceptions to these specifications, if any. paragraph by paragraph. in the space provided below. If no exceptions are taken, the words "NO EXCEPTIONS" must be inserted. if exceptions are taken, the exceptions must be explained.

GENERAL TERMS: All equipment furnished under this contract shall be new, unused, and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use shall also be included. The unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to all ANSI Safety Standards Z245.

GUARANTEE: Bidder shall state his normal warranty and extended where applicable.

PAINT

1. L0007 HR White

MANUALS

1. Bidder shall supply one operator's and one parts and service manuals. Bidder shall also include repair software and interface cord.

BID SPECIFICATIONS

Item #	Description	Yes	No	Exception
1	Frame Rails, Heat Treated Alloy Steel 3/8"			
2	Front Bumper, full width, aerodynamic steel, 0.142" thickness			
3	Wheelbase range 199" thru and including 254"			
4	Axle, front non-driving, I-beam type, 20,000 lb capacity			
5	Suspension, front, spring parabolic, taper leaf; 20,000 lb capacity with shock absorbers			
6	Brake System, Air dual system for straight truck applications			
7	Air compressor air supply line			
8	Brake Chambers, spring (2) rear parking			
9	Brake lines, color coded nylon			
10	Slack adjusters, front and rear automatic			
11	Parking brake valve, color coded yellow knob located on instrument panel			
12	Drain valve, twist type			
13	Spring brake modulator valve			
14	Gauge, air pressure air 1 and air 2 gauges, located in instrument cluster			
15	Air brake ABS, full vehicle wheel control system (4-channel)			
16	Air Dryer with heater			
17	Brakes, front, air cam S-cam; 15.0" x 4.0"; includes 20 sq. in. MGM long stroke brake chambers			
18	Brakes, rear, air cam 16.5"x7.0" includes MGM TR3030 long stroke brake chamber and heavy duty spring actuated parking brake			
19	Air Compressor, 13.2 CFM capacity			
20	Steering column, stationary			
21	Steering wheel 2-spoke, 18" diam., black			
22	Steering gear, power			

Item #	Description	Yes	No	Exception
23	Exhaust system, single, horizontal, stainless steel muffler with internal catalytic converter, vertical non-bright tail pipe and tail pipe guard, frame mounted right side BOC			
24	Electrical System 12 – Volt			
25	Fuses, electrical SAE blade-type			
26	Turn Signal Switch, self cancelling, headlight dimmer			
27	Horn, electric single			
28	Parking Light, integral with front turn signal and rear tail light			
29	Stop, turn, tail & B/U lights dual, rear, combination with reflector			
30	Starter switch, electric key operated			
31	Turn signals, front includes reflector and auxiliary side turn signals, solid state flashers; flush mounted			
32	Data Link Connector for vehicle programming and diagnostics in cab			
33	Windshield wiper switch 2-speed with wash and intermittent feature, integral and turn signal switch			
34	Wiring, chassis color coded and continuously numbered			
35	Alternator, Brush type: 12 volt 110 amp. Capacity, pad mounted			
36	Body builder wiring back of standard cab at left frame, includes sealed connectors for tail/amber turn/marker/backup/accessory power/ground and sealed connector for stop/turn			

Item #	Description	Yes	No	Exception
37	Battery system, maintenance-free (2) 12 volt 1300CCA total			
38	Radio, AM/FM, with speakers			
39	Horn, air, black, single, trumpet, air solenoid operated, mounted behind bumper on right rail			
40	Battery disconnect switch, positive type, lever operated mounted on cab floor			
41	Headlights, Halogen; composite aero design for two light system; includes daytime running lights			
42	Starting motor, 12-volt; less thermal over-crank protection			
43	Circuit breakers manual-reset (main panel) SAE Type III with trip indicators replaces all fuses except for 5-amp fuses			
44	Grille, Black			
45	Front end, tilting, fiberglass, with three piece construction			
46	Block heater socket, receptacle type; mounted below drivers door			
47	Engine, diesel, 350 HP,			
48	Gauge air cleaner restriction, air cleaner mounted			
49	Fuel/water separator and fuel filter in a single assembly, mounted on engine			
50	Wet type cylinder sleeves			
51	Engine shutdown electric, key operated			
52	Governor road speed, electronic			
53	Engine oil drain plug magnetic			
54	Oil filter, engine spin-on type			
55	Fan optimized position			
56	Fan drive, viscous screw on type			
57	Fan nylon			

Item #	Description	Yes	No	Exception
58	Radiator aluminum; 2-row, cross flow, over under system, 630 sqin louvered, with 270 sqin charge air cooler, 4.25" core			
59	Anti-freeze, Shell Rotella extended life coolant - 40F (-40C)			
60	LEFT BLANK			
61	Radiator hoses, premium rubber			
62	Air Cleaner, single element			
63	Engine control, remote mounted provision for, includes wiring for body builder installation of PTO controls, with ignition switch control for CEC III electronic engines			
64	Fan drive special effects fan cooling ring with fan shroud effects, engine mounted			
65	Expanded engine temp effects to allow higher engine operating temperature range, includes nylon surge tank and 15 psi pressure cap			
66	Transmission Automatic (Allison 3500 RDS P) wide ratio 6-speed with double overdrive, on/off hwy; includes oil level sensor, with PTO provision, less retarder, with 80,000 lb GWW & GCW max			
67	Transmission oil pan, magnet in oil pan			
68	Transmission shift control (Allison) push-button type; for Allison 3000 & 400 series transmission			
69	Oil cooler, auto transmission water to oil type in combination with air to oil type for auto or auto shift transmissions			
70	Transmission oil (Castrol TranSynd) synthetic, 29 thru 42 pints			
71	Axle, rear, single (Dana Spicer 23060SH) single reduction, 23,000 lb capacity, with 200 wheel ends gear ratio: 6.50			
72	Rear axle drain plug (1) magnetic			
73	Suspension, RR spring, single vari-rate, 31,000 lb capacity, with 4500 lb auxiliary rubber spring			
74	Axle, rear, lube (EmGard 75W-90) synthetic oil; 1 thru 29.99 pints			

Item #	Description	Yes	No	Exception
75	Fuel tank top draw, D style, steel, 50 U.S. gal., 189 L capacity, 16" deep, with quick connect outlet, mounted right side, under cab			
76	Fuel lines nylon tubing with o-ring snap-on quick-connect fittings at both ends			
77	Cab Conventional (includes) Clearance/marker lights (5) flush mounted Arm rest (2) molded plastic, one each door Floor covering black rubber Coat hook located on rear wall Grab Handle, cab interior (1) "A" pillar mounted, passenger side Grab Handle, cab interior (2) "B" pillar mounted, one each side Step (2) two steps per door			
78	Gauge cluster English with English electronic speedometer			
79	Odometer Display, miles, trip miles, engine hours, trip hours, fault code readout			

80	Warning system low fuel, low oil pressure, high engine coolant temp and low battery voltage (visual and audible)			
81	Gauge Cluster (5) engine oil pressure (electronic) water temperature (electronic) fuel (electronic), tachometer (electronic), voltmeter			
82	Seat, Driver – air suspension, high back with integral headrest vinyl, isolated, with 2 position front cushion adjustment, -3 to +14 degree seat back adjustment, single chamber air lumbar support			
83	<u>Seat belt, 3-point, lap and shoulder belt type</u>			
84	Seat belt, (2) one 3-point shoulder belt and one 2-point belt (center position)			

Item #	Description	Yes	No	Exception
85	Mirrors (2) rectangular, 7.44"x14.84", brackets breakaway type, with 102" wide spacing, with 7.44" sq. convex both sides			
86	Cab mounting height effects mid cab in lieu of low cab mounting height (approx. 4") for increased cooling system requirements			
87	Instrument panel, center section, flat panel			
88	Air condition with integral heater and defroster Includes refrigerant, premium heater hoses			
89	Fresh air filter for HVAC			
90	Headliner printed cloth			
91	Dome light, cab rectangular, door activated			
92	Sun visor (2) padded vinyl with driver side toll ticket strap			
93	Storage pocket, door (1) molded plastic, full length driver door			
94	Cab Interior trim panels, molded plastic, full heights			
95	Door trim panels (2) molded plastic, driver and passenger door			
96	Cab rear suspension, air bag type			
97	Wheels, front disc, 22.5 painted steel, 2 hand hole, 10 stud, hub piloted, flanged nut, metric mount, 8.25 DC rims, with steel hubs			
98	Wheel seals, front grease lubricated, includes wheel bearings			
99	Wheels, rear dual disc; 22.5" painted steel, 2 hand hole, 10-stud hub piloted, flanged nut metric mount, 8.25 DC rims, with steel hubs			
100	Wheel seals, rear oil lubricated includes wheel bearings			
101	(2) Tire, front 11R22.5 AH12(Hankook) 503 rev/mile, load range G,1 4 ply			
116	(4) Tire, rear 11R22.5 Z35A (Hankook) 503 rev/mile, load range G, 14 ply			
117	6-Light LED Bar, rear of truck above hopper			

SIDE LOADING REFUSE COLLECTION TRUCK BODY

INTENT:

This specification describes a hydraulically actuated packer body of the side loading type with the following minimum specifications necessary to perform the work assigned. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulically ejecting the load from the body.

GENERAL TERMS:

The manufacturer of all equipment provided under this contract shall be ISO 9001 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.

GUARANTEE:

Bidder shall state his normal warranty and extended warranty where available.

PARTS MANUAL:

Bidder shall furnish a complete set of parts, maintenance, and operator's manuals with each body sold.

BID QUOTATION:

Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.

**CITY OF AVON PARK
110 E. MAIN ST.
AVON PARK, FLORIDA 33825**

BID FORM

Notice: This Bid must be executed in black ink or by typed entries and it shall be submitted in front of, and with, the Bid Bond.

BID

For Purchase of:

**SIDE LOADING REFUSE
TRUCK BID # 08-01**

To: Purchasing
Department

110 E. Main St.

Avon Park,
Florida 33825

FROM:

Telephone #

Fax #:

1. Pursuant to and in compliance with your request inviting proposals to be received for furnishing:

**SIDE LOADING REFUSE
TRUCK BID # 08-01**

and having carefully examined the Contract Documents comprising the Plans,

Specifications and all other documents bound therewith, together with all Addenda thereto; the undersigned hereby offers to furnish the equipment in accordance with the applicable provisions of the Plans and Specifications and of all Addenda issued by the Owner and mailed to the undersigned prior to the date for the opening of bids, whether received by the undersigned or not, for the following sums, to wit:

**CITY OF AVON PARK
SIDE LOADING REFUSE TRUCK
BID # 08-01**

BIDDER MUST INDICATE:

TRUCK MODEL NAME: _____

TRUCK MODEL NUMBER: _____

SIDE LOADER MODEL NAME: _____

SIDE LOADER MODEL NUMBER: _____

<u>CALENDAR DAYS REQUIRED FOR ON-SITE DELIVERY</u>	<u>DAYS</u>
<u>QUANTITY DESCRIPTION</u>	<u>BID PRICE</u>
	<u>(FIGURES)</u>
1 2008 SIDE LOADING REFUSE TRUCK	

\$

4. By submitting this proposal the undersigned affirms that he/she executed it with full authority to do so and that neither he/she nor his/her firm has entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project.

A. INDIVIDUAL

An individual doing business under the firm name of:

By: (Individual's Name)

Witness:

(Sign) (Type name)

Date:

Address:

B. PARTNERSHIP

Partners trading and doing business under the firm name of:

By: (Individual's Name)

Witness:

(Sign) (Type name)

(Sign) (Type name)

Date:

Address:

C. CORPORATION

A corporation organized under the laws of

(CORPORATE SEAL)

Attest:

BY: (Officer)
(Sign) (Type name)

Address:

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called the "Principal") as Principal, and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____ (hereinafter called the "Surety") as Surety, are held and firmly bound

unto _____ (hereinafter called the "Owner"), and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the just and full sum Of _____ Dollars (\$), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2007, for one _____ per City of Avon Park contract _____ dated _____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fully indemnify the Owner from and against any failure on his/her part faithfully to perform the obligations imposed upon him/her under the terms of said contract free and clear of all liens arising out of claims for labor and materials entering into the work, and if the said Principal shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject however, to the Owner's priority, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against

the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within two years after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety, or Owner; but if there is any maintenance period provided in the contract for which said surety is liable, an action for maintenance may be brought within two years from the expiration of the maintenance period, but not afterwards. **BY ACCEPTANCE** of this bond, it is hereby acknowledged that the attached Dual Obligee Rider becomes a part of this bond.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this instrument this _____ day of _____, 2007.

Witness or Attest:

By:

Witness or Attest:

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.

DUAL OBLIGEE RIDER

To be attached to and form a part of bond # _____ executed by _____ as Surety this _____ day of _____, 2007 in the amount of _____ (_____) on behalf of _____ as Principal, in favor of the City of Avon Park, 110 E. Main Street, Avon Park, Florida 33825 as Owner.

Whereas, upon the request of the Principal and Owner, the attached bond is hereby amended to add _Highlands Independent Bank, 2600 U.S. Hwy. 27 North, Sebring, Fl. 33871 as additional Owner.

The Surety shall not be liable under this bond to the Owner, or either of them, unless the said Owner or either of them, shall make payments to the Principal or to the Surety, in case is arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to both Owners for more than the penalty of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Owner may be made by its check issued jointly to both.

All other terms and conditions of the bond are unchanged except as herein above modified.

