

BID FORM

Section 1 – Schedule of Prices

Company: KENNEDY INDUSTRIES, INC.

Project: **WWTP Secondary Effluent Pump Rebuild**

Base Bid

For the entire work outlined in these documents for **WWTP Secondary Effluent Pump Rebuild**, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

TWENTY EIGHT THOUSAND FIVE HUNDRED NINETY (\$ 28,590.00)

COPY

BID FORM

Section 2 – Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

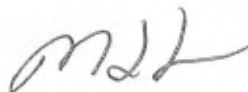
<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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No ALTERNATES

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder



Date

11-13-19

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

No ALTERNATE

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder



Date

11-13-19

BID FORM

Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
GREAT LAKES POWER AND EQUIPMENT	CRANE RENTAL	\$10,000.00 TOTAL

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder  Date 11-13-19

BID FORM

Section 5 – References

Include a minimum of 3 reference from similar project completed within the past 5 years.

1) MUSKEGON COUNTY WWTP \$109,700.00 MAY 2019
Project Name Cost (4) Pumps Date Constructed

DAVE BONTHUES (231) 740-9516
Contact Name Phone Number

2) LUDINGTON WATER PLANT \$70,450.00 JULY 2018/2019
Project Name Cost (2) Pumps Date Constructed

CHRIS TAYLOR (231) 843-5202
Contact Name Phone Number

3) EAST CHINA WATER PLANT \$31,876.00 APRIL 2018
Project Name Cost (2) Pumps Date Constructed

DWAYNE COPER (810) 656-4931
Contact Name Phone Number



INNOVATION
SOLVE
MONITOR
-SL- PART



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B ANN200
 I
 L CITY OF ANN ARBOR
 L ACCOUNTSPAYABLE@A2GOV.ORG
 T ANN ARBOR, MI 48107
 O

Accepted By: _____
 Company: _____
 Date: _____
 PO#: _____

ATTENTION:
 Jeremy Holbrook 734-845-0335 jholbrook@a2gov.org

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
ITB NO. 4604	WWTP, AMERICAN MARSH,PUMP,20MFP-1VT, SECONDARY EFFLUENT PUMP	REA/BTJ	KENNEDY DELIVER
QTY	DESCRIPTION		

THE FOLLOWING QUOTE IS FOR THE ESTIMATED COST OF LABOR AND MATERIALS TO REPAIR THE ABOVE REFERENCED PUMP AND MOTOR. IF UPON INSPECTION ADDITIONAL PARTS AND/OR LABOR ARE REQUIRED, YOU WILL BE NOTIFIED PRIOR TO PROCEEDING.

ESTIMATED NEW PARTS REQUIRED:

- (4) SPYDER BEARINGS - CUSTOMER SUPPLIED
- (1) STUFFING BOX BEARING
- (3) LINE SHAFT COUPLINGS
- (1) SET OF PACKING
- (1) SHAFT SLEEVE
- (1) STUFFING BOX GASKET
- (2) MOTOR BEARINGS
- (1) BOWL ASSEMBLY - CUSTOMER SUPPLIED
- (1) DEFLECTOR

ESTIMATED LABOR REQUIRED:

- PICKUP AT JOB SITE AND TRANSPORT TO KENNEDY INDUSTRIES WIXOM REPAIR FACILITY.
- PERFORM ALL ELECTRICAL TESTS ON MOTOR AND TEST RUN.
- DISASSEMBLE COMPLETE PUMP AND MOTOR.
- SANDBLAST COMPONENTS AND PREP FOR INSPECTION.
- DIMENSIONALLY MEASURE ALL OPERATING CLEARANCES AND RECORD ON INSPECTION REPORT.
- ASSEMBLE ALL ROTATING PARTS ON SHAFT AND PLACE IN BALANCING MACHINE.
- VERIFY T.I.R.'S THEN DYNAMICALLY BALANCE PUMP AND MOTOR ROTORS TO 4W/N.
- MEASURE AND RECORD ALL FINAL OPERATING CLEARANCES.
- FINAL ASSEMBLE PUMP AND MOTOR WITH NEW PARTS LISTED.
- PERFORM ALL ELECTRICAL TESTS ON MOTOR AND TEST RUN
- CHECK TO ENSURE PROPER LIFT AND FREE ROTATION.



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MONITOR
REPAIR



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QTY	DESCRIPTION
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PAINT THEN PRESERVE PUMP FOR DELIVERY.

TRANSPORT COMPLETED JOB TO YOUR PLANT.

ESTIMATED REPAIR COST: \$12,315.00

ESTIMATED DELIVERY: 4 WEEKS (AFTER RECEIPT OF ORDER)

THE FOLLOWING QUOTE IS FOR FIELD SERVICE REQUIRED ON YOUR ABOVE REFERENCED PUMP:

FIELD SERVICE LABOR REQUIRED:

KENNEDY INDUSTRIES WILL PROVIDE (2) FIELD SERVICE TECHNICIAN(S) ONSITE WITH CRANE TO PERFORM THE FOLLOWING WORK:

REMOVAL:

CLOSE ISOLATION VALVE

UNWIRE MOTOR

UNCOUPLE MOTOR FROM PUMP, MEASURE PUMP LIFT

UNBOLT PUMP DISCHARGE AND HOLD DOWN HARDWARE

LIFT MOTOR AND SET ON KENNEDY SEMI-TRUCK

LIFT PUMP, LAY HORIZONTAL AND SET ON KENNEDY SEMI-TRUCK

INSTALL BLANK FLANGE ON PUMP DISCHARGE AND PLACE TEMP COVER OVER PUMP HOLE

INSTALLATION:

REMOVE PUMP TEMP COVER AND DISCHARGE BLANK FLANGE

LIFT PUMP FROM KENNEDY SEMI-TRUCK AND FLIP HORIZONTAL

SET PUMP ON SOLEPLATE

INSTALL PUMP HOLD DOWN AND DISCHARGE HARDWARE

LIFT MOTOR AND INSTALL ON PUMP

WIRE MOTOR AND BUMP FOR ROTATION

COUPLE PUMP TO MOTOR AND SET LIFT

STARTUP AND TEST RUN PUMP TO VERIFY PROPER OPERATION.

TOTAL FIELD SERVICE COST: \$16,275.00



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REPAIR



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QTY	DESCRIPTION
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ESTIMATED REPAIR COST: \$12,315.00

FIELD SERVICE COST: \$16,275.00

ESTIMATED TOTAL COST: \$28,590.00

ESTIMATED DELIVERY: 4 WEEKS (AFTER RECEIPT OF ORDER)

PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS.

IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO CONTACT ME AT (248) 684-1200.

SINCERELY,

MIKE HORN
REPAIR CENTER MANAGER
MHORN@KENNEDYIND.COM

JN/SER
CC:REA

<p>This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 4/2019) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.</p> <p>CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL</p>	<p>TOTAL: \$28,590.00</p>
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INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered N/A, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 12TH DAY OF NOVEMBER, 2019.

KENNEDY INDUSTRIES, INC.
Bidder's Name


Authorized Signature of Bidder

4925 HOLTZ DR., WEXFORD, PA 15084
Official Address

MARK HEMEYER
(Print Name of Signer Above)

(248) 684-1200
Telephone Number

MSH@KENNEDYZND.COM
Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of MICHIGAN, for whom MARK HEMEYER, bearing the office title of PRESIDENT, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

~~* A limited liability company doing business under the laws of the State of _____, whom _____ hearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):~~

* An individual, whose signature with address, is affixed to this Bid: MH
(initial here)

Authorized Official [Signature] Date 11-13, 20119

(Print) Name MARK HEMEYER Title PRESIDENT

Company: KENNEDY INDUSTRIES, INC

Address: 4925 HOLTZ DRIVE

Contact Phone (248) 684-1200 Fax (248) 684-6011

Email MJH@KENNEDYIND.COM

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.61/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.18/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

<p><u>KENNEDY INDUSTRIES, INC.</u> Company Name</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p><u>MARK HEMEYER - PRESIDENT</u> Print Name and Title</p>	<p><u>4925 HOLTZ DRIVE</u> Street Address</p> <p><u>WEXON, MI, 48393</u> City, State, Zip</p> <p><u>(248) 684-1200 MSH@KENNEDYEND.C</u> Phone/Email address</p>
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Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
<p style="font-size: 1.2em; font-family: cursive;">NO CONFLICT OF INTEREST TO DISCLOSE</p>	

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
KENNEDY INDUSTRIES, INC.	(248) 684-1200	
Vendor Name	Vendor Phone Number	
	11-12-19	MARK HEMEYER
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

KENNEDY INDUSTRIES, INC.
Company Name

[Signature] 11-12-19
Signature of Authorized Representative Date

MARK REMEYER - PRESIDENT
Print Name and Title

4925 HOLTZ DRIVE, WYOM, MI, 48393
Address, City, State, Zip

(248) 684-1200 MJH@KENNEDYEND.COM
Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that WE KENNEDY INDUSTRIES, INC. 4925 Holtz Drive
Wixom, MI 48393

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Arch Insurance Company Philadelphia, PA 19102
a corporation duly organized under the laws of the State of MO as Surety, hereinafter called the Surety, are held and
firmly bound unto City of Ann Arbor 301 East Huron Street Ann Arbor, MI 48104

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of 5.00% Att Bid
For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
WWTP Secondary Effluent Pump Rebuild

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of November, 2019

(Witness)

KENNEDY INDUSTRIES, INC.

(Principal)

(Seal)

(Witness)

Arch Insurance Company

(Surety)

(Seal)

Michelle B. Graham, ATTORNEY-IN-FACT