

2015 MAINTENANCE IMPROVEMENT PROGRAM
HMA Patching, Milling and Resurfacing
CITY OF FRANKLIN, INDIANA

PERFORMANCE, MAINTENANCE AND PAYMENT BOND

STATE OF INDIANA

COUNTY OF MARION

KNOW ALL MEN BY THESE PRESENTS THAT WE, DAVE O'MARA CONTRACTOR, INC. "Principal", and WESTERN SURETY COMPANY, of SIOUX FALLS, State of SOUTH DAKOTA, hereinafter called the "Surety" are held and firmly bound unto the City of Franklin, Indiana, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the structure or improvements hereinafter referred to in the penal sum of ** (\$ 1,669,503.10) in lawful money of the United States of America, to be paid in Johnson County, Indiana, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, forever firmly by these presents.

** ONE MILLION SIX HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED THREE AND 10/100

THE CONDITION OF THE ABOVE OBLIGATION, HOWEVER, IS SUCH THAT:

WHEREAS, the Principal enters into a certain agreement with the City of Franklin, Indiana, the Owner, dated the day of , A.D. 2015, a copy of which is hereto attached and made a part hereof for the 2015 MAINTENANCE IMPROVEMENT PROGRAM; HMA project. PATCHING, MILLING AND RESURFACING

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said Agreement, Information for Bidders, Proposal Plans and Specifications, and related documents, shall pay as they become due all just claims for work or labor performed including the faithful performance of the prevailing hourly wage as set forth in this Contract and also materials furnished in connection with said Agreement, including all amounts due for materials, lubricants, oil, gasoline, seed, hay, food, coal and coke, repairs on machinery, groceries and food stuffs, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor, performed in such work whether by subcontractor or otherwise, and shall defend, indemnify and save harmless said Owner against any and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind, including patent infringement claims except as otherwise provided in said Specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said Agreement, including the general guaranty for the one (1) year following substantial completion of the work, then these presents shall be void; otherwise they shall remain in full force and effect. This obligation is made for the use of said Owner and also for the use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement and may be sued on thereby in the name of the Owner. Any conditions legally required to be included on a payment bond on this contract are included herein by reference.

PROVIDED, FURTHER, that if any legal action be filed upon this bond, venue shall lie in Johnson County, State of Indiana, and that the said Surety, for value received hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be satisfied.

PROVIDED FURTHER, that the performance of the materials and completed work shall be guaranteed by the Contractor for a period of one year from the date of final acceptance. The warranty shall be guaranteed by submission of a one-year maintenance bond with a guarantee in a numeric amount equal to twenty percent of the final contract amount. This maintenance bond shall be submitted prior to release of final payment for this contract.

IN TESTIMONY WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2015.

ATTEST: Nancy O'Mara
Principal Secretary

(SEAL)
Nancy O'Mara



DAVE O'MARA CONTRACTOR, INC.
PRINCIPAL

By: Dave O'Mara
Dave O'Mara

Title: President

1100 E O&M Avenue

P.O. BOX 1139

NORTH VERNON, IN 47265
Address

ATTEST: [Signature]
Surety Secretary ROBERT SHERFICK

[Signature]
Witness as to Surety TERRY HURST

WESTERN SURETY COMPANY
SURETY

By: [Signature]
Attorney-in-Fact
ERIC M. WAHLSTROM

P.O. BOX 5077

SIOUX FALLS, SD 57117-5077
Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bond 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.

CITY OF FRANKLIN, INDIANA

By: _____

(Office or Position of Signer)