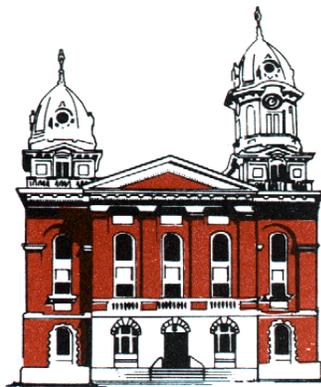


PUBLIC REQUEST FOR BIDS

**“TIMBER SALE AT TWO MILE RUN COUNTY PARK unit # 5
OAKLAND TOWNSHIP, VENANGO COUNTY, PA”**



COUNTY OF VENANGO

Courthouse Annex
1174 Elk Street
Franklin, PA 16323

Phone: 814/432-9508

Fax: 814/432-4741

BOARD OF VENANGO COUNTY COMMISSIONERS

Timothy S. Brooks, Chair
Vincent L. Witherup
Bonnie S. Summers

Issued: October 21, 2013
Bid Opening Date: November 22, 2013

BACKGROUND

The County of Venango is soliciting proposals from contractors for standing timber on approximately 90 acres of land at Two Mile Run County Park located at Cherrytree Road, Oakland Township, Venango County.

Legal Ad
Venango Newspapers
To be run: October 25th and October 31, 2013

NOTICE TO BIDDERS

The County of Venango is requesting sealed bids for the Sale of Timber in accordance with the specifications on file with the Chief Clerk's Office, Courthouse Annex, 1174 Elk Street, Franklin, PA 16323. The Timber will be sold "**AS IS, WHERE IS**" without any warranties either expressed or implied. Bids will be received by the Chief Clerk at the address above, until 9:00 a.m. prevailing time on November 22, 2013, where bids will be opened and read immediately thereafter in Room 103 of the Courthouse Annex. All bids shall be submitted in a sealed envelope clearly marked "Timber Sale – Two Mile Run County Park unit # 5". All bids must be accompanied by cash, a certified check, cashier's check, a bank good faith check made payable to the County of Venango, or other irrevocable letter of credit drawn upon a bank authorized to do business in the Commonwealth or by a bond with corporate surety equal to 10% of the bid total. The Board of Commissioners reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid that they deem to be in the best interest of the County.

Venango County Commissioners
ATTEST: Denise W. Jones, Chief Clerk

SCOPE OF WORK

Marking: Trees to be sold are marked with a blue band of paint near breast height and a spot below stump height. There are 238 cull trees marked with a blue "X" and stump mark which are to be cut or girdled and may be utilized by the buyer.

Volume: The net saw long content of 853 trees is estimated to be 135,546 board feet according to the Scribner Log Rule, form class 78. The volume estimate is not guaranteed but is final for this sale. Bidders are urged to make their own estimates. A map of the area to be timbered is attached.

Showing: A showing of the timber will be held on November 8, 2013. Bidders are to meet at the end of the access road to the property along Cherrytree Road at 9:00 a.m.

Special Conditions: 20tons of limestone will be needed for spot stoning of access road. Grading of existing horse trail (red trail) and installation of one culvert (supplied by the Two Mile Run trail committee) will be required (Plan on one day of dozer time).

GENERAL SPECIFICATIONS

1. When the sale contract is awarded and the contract is executed, full payment for the Timber will be required to be made by the Purchaser to the County of Venango, by certified check or cashier's check.
2. Notification of award for each sale contract will be made in written form.
3. The purchaser will bear the entire cost for equipment and manpower requirements to disassemble and remove the Timber from County property, and for the repairing or correcting of any defects that may occur while disassembling and removing the Timber, and also for the repairing of any damage to County property that occurs during this process.
4. A \$1,000.00 performance bond payable to M^{rs}Kain Forestry Services Escrow Account will be required at the time of signing of the contract.
5. The purchaser will be required to maintain Workman's Compensation and minimum \$1,000,000.00 liability insurance.
6. The Purchaser is required to disassemble and remove the Timber from County facilities, no later than November 30, 2014. **During the above mentioned process, the purchaser and/or anyone designated to act on the purchase interests will not disrupt or hinder the daily functions or work flow of the County employees and/or equipment.**
7. Warranty, Title's and Bill's of Sale: The Timber will be sold **"AS IS, WHERE IS"** without any warranties either expressed or implied.

GENERAL INSTRUCTIONS TO BIDDERS

1. Bid specifications may be obtained at the Office of the Chief Clerk, Courthouse Annex Building, 1174 Elk Street, Franklin, PA, 16323, Monday through Friday, 8:30 a.m. to 4:30 p.m., except on legal holidays. Bid packets may be requested by phone at 814/432-9508 or 814/432-9512; by fax at 814/432-4741 or via email at: djones@co.venango.pa.us.
2. Bids shall be submitted only on the proposal forms distributed with the bid documents.
3. Bids shall be submitted based on the attached specifications only. NO alternative bids will be considered unless alternative bids are specifically requested in the specifications.
4. Any technical exceptions to the specifications must be noted clearly in writing and submitted with the Bid Proposals.

5. Bids shall be submitted without state sales tax as The County of Venango is exempt from same.
6. Bids shall be submitted to The County of Venango, Attn: Chief Clerk, at Courthouse Annex, 1174 Elk Street, Franklin, PA 16323 by 9:00 a.m. E.S.T Friday, November 22, 2013 via the US Postal Service, private Express Mail Carrier, or in person. Bids must be received by 9:00 a.m. E.S.T. NO EXCEPTIONS.
7. Each bid proposal shall be submitted in a sealed envelope plainly marked “TIMBER SALE – Two Mile Run County Park unit # 5” by **NOVEMBER 22, 2013 AT 9:00 A.M.**
8. The County will not be liable for any costs incurred in the preparation of the bids.
9. Each bidder shall be expected to furnish the County with additional information as may be reasonably required.
10. The County will not be responsible for any costs not included in the bids and any subsequent contracted-for costs.
11. The Venango County Board of Commissioners reserves the right to reject any or all proposals, and to waive any defects or irregularities in the best interest of the County.
12. The Contact persons for this project are:

Mike McKain, Forester
814/676-2748
mikemckain@csonline.net

Rich Mihalic, Park Director
814/676-6116
rich_mihalic@yahoo.com

All bid proposals shall be opened and read at the above date and time in Room 103 in the Courthouse Annex. Bids will be reviewed and the highest responsible bid shall be selected. The successful bid will be acted upon at the subsequent public meeting of the Venango County Board of Commissioners.

SPECIAL INSTRUCTIONS

1. All bids shall be firm and may not be withdrawn for a period of thirty (30) days from the bid opening date.
2. Each bid proposal must be accompanied by a **bid deposit** in the form of a certified check, cashier's check, money order, or bid bond from an approved surety company in the amount of **ten percent (10%) of the proposed bid** made payable to The County of Venango. The bid deposit of the successful bidder shall be retained by the County as liquidated damages in case the bidder shall neglect or refuse to enter into a contract with the County in accordance with the bid requirements. The bid deposits of the other bidders shall be returned as soon as possible pending execution of a contract with the successful bidder.
3. If a contract is awarded, it will be awarded by the County to a responsible bidder on the basis of the highest bid and the selected alternative bid item(s), if any. The contract (form of agreement attached) will require the completion of the work according to the bid requirements.
4. Each bidder shall submit along with his bid, an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
5. The County of Venango reserves the right to reject any or all bids received or parts thereof, to waive any technicalities in bidding, and to award contract(s) in the best interests of the County as solely determined by the Board of Commissioners.
6. Subsequent to award of the contract and within thirty (30) days after the prescribed forms are presented to the bidder, the successful bidder shall execute and deliver to the County an agreement in the form included herein in such number of copies as the County may require. The successful bidder shall within the thirty (30) day period indicated above furnish a bond or other approved surety guaranteeing the faithful performance of the contracted work in the amount of 5% of the total contract amount. For a surety bond, the bond shall be issued by an approved surety company authorized to transact business within the commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of the authority. Agents of the bonding company shall furnish the necessary Power of Attorney, bearing the seal of the company and evidencing such agents as authorized to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth.

Insurance

The successful vendor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the vendor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the vendor for the duration of the contract period; for occurrence policies. Claims made policies shall be in force or that coverage purchased for three (3) years after contract completion date.

General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1.1.1. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1, 000,000 Each Occurrence Limit
- \$ 100,000 Fire Damage Limit
- \$ 10,000 Medical Expense Limit

1.1.2. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the vendor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability

- \$ 1,000,000 Combined Single Limit
- \$ 1,000,000 Each Occurrence Limit
- \$ 5,000 Medical Expense Limit

1.1.3. Worker's Compensation

Limits as required by the Workers' Compensation Act of Pennsylvania
Statutory Limits \$1,000,000

1.1.4. Owners' and Contractors' Protective Policy

Policy will be in name of the County.
Minimum limits: \$1,000,000

1.1.5. Coverage Provisions

All deductibles or self-insured retention shall appear on the certificate(s). Vendor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

Venango County, its officers/officials, employees, agents and volunteers, individually and collectively, shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

The vendor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The vendor shall provide thirty (30) days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage's for subcontractors of the vendor shall be subject to all of the requirements stated herein. The subcontractor's insurance must name the County as additional insured. The Vendor shall maintain each subcontract's certificate of insurance on file and provide such information to the County for review upon request.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The vendor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage shall be attached.

All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval shall be received from County's Risk Officer.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Pennsylvania.

Failure of Vendor to obtain and maintain the required insurance shall constitute a breach of contract and Vendor will be liable to the County for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless County provides Vendor with a written waiver of the specific insurance requirement.

None of the requirements contained herein as to the types, limits, or County's approval of insurance coverage to be maintained by Vendor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Vendor under the Contract Documents, any other agreement with the County, or otherwise provided by law.

Failure of Vendor to provide insurance as herein required or failure of the County to require evidence of insurance or to notify Vendor of any breach by Vendor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Vendor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Vendor and independent of the duty to furnish a copy or certificate of such insurance policies.

1.1.6. Hold Harmless Clause

The vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor, his employees, or sub-contractor, or anyone directly or indirectly employed by or under supervision of any of them in the prosecution of the operations included in this contract, from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

At no time shall the vendor permit any mechanics or similar liens to attach to the County's premises on account of labor or material furnished to the Contractor or claimed to have been furnished to the vendor, in connection with its work hereunder.

BID SHEET

RE: Venango County Two Mile Run County Park unit # 5 Timber Sale

I (we) hereby submit the following bid for an estimated 135,546 board feet of marked timber:

\$ _____

10% bid deposit enclosed: \$ _____

Name of Bidder: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Authorized Signature: _____

BIDS ARE DUE BY 9:00 a.m. November 22, 2013

Please indicate the name of your business on the outside of the envelope.

Mail or Deliver Bids to:

Chief Clerk's Office
Venango County Courthouse Annex
1174 Elk Street, P.O. Box 831
Franklin, PA 16323

NONCOLLUSION AFFIDAVIT of PRIME BIDDER

State of _____)
Ss

County of _____)

_____ being first duly sworn desposes
And says that:

(1) He is _____
(owner, partner, officer, representative, or agent)

Of _____ .

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me
This _____ day of _____,

Notary Public

Commission Expires:

TIMBER SALE AGREEMENT

THIS AGREEMENT, made _____, between the County of Venango, 1174 Elk Street, Franklin, PA 16323 hereinafter referred to as **Seller**,

And

Buyer, 23 Tree Road, Titusville, PA 16354, hereafter referred to as **Buyer**,

WITNESSETH THAT:

The parties hereto, in consideration of the covenants herein contained and on the part of each to be kept and performed, agree to and with each other as follows:

1. SALE OF TIMBER:

Seller agrees to sell and **Buyer** agrees to purchase the sawlog and pulpwood, contents in 773 trees marked with paint and located on approximately 68 acres of a larger tract in Oakland Township, Venango County, Pennsylvania, owned by the **Seller**. All sawlog and veneer trees included for cutting in this contract are marked with blue paint at or near breast height and a spot below stump height. The cutting area is bounded by a three stripe or two stripe in blue paint at eye level on trees not for cutting.

This timber has been marked by McKain Forestry Services, hereafter designated as **Seller's Forester**. Volumes estimated are not guaranteed but are final. **Buyer** has examined the trees and accepts them as marked, regardless of final measured volume.

2. PURCHASE PRICE:

Buyer agrees to pay **Seller** for said timber the total sum of Seven thousand four hundred dollars (\$7,400.00) in the following manner: Full bid amount (less any prior payments made) shall be due on or before contract closing date, December 16, 2012.

Upon full payment for timber and with the approval of **Seller's Forester**, the **Buyer** shall have the right to commence operations for the removal of marked timber from the area identified on the attached prospectus' map.

3. NOTIFICATION:

The **Buyer** agrees to notify **Seller's Forester** prior to any operations necessary for the removal of this timber and again upon completion of operations. **Seller's Forester** reserves the right to delay commencement of operations due to weather and site conditions. Failure to notify **Seller's Forester** at least two days in advance but no more than one week in advance, will automatically give the **Seller's Forester** the right to suspend operations for up to one week.

4. TIME FOR REMOVAL:

All of said timber shall be cut and removed from property by November 30, 2014. Any timber not so cut and removed by said date shall revert to the ownership of the **Seller**.

5. CONSTRUCTION OF ROADS:

Log landing location(s) will be shown on the attached map, or as later determined by **Seller's Forester**. Skid trails will be established by **Buyer's** contractor at **Buyer's** expense and will be laid out by **Seller's Forester** in coordination with the **Buyer**. The Erosion and Sedimentation Control Plan for the sale area will be prepared by the **Buyer**. Any additional road or skid trail installation will require approval in advance and layout by **Seller's Forester**. At conclusion of harvest, all roads must be leveled and water-barred by **Buyer**. Log landings must be cleared of debris, leveled, and seeded by **Buyer** at conclusion of harvest.

6. CUTTING OR DAMAGE TO UNMARKED TREES:

Buyer covenants not to cut any timber or trees not authorized by this Agreement or the **Seller's Forester**, or to cause any unnecessary injury or damage to unmarked stems. Upon recommendation by the **Seller's Forester**, which recommendation will be final and binding, the **Buyer** will, in case of said cuttings or in the case of negligent or unnecessary injury or destruction or cutting of unmarked trees, immediately pay to the **Seller** three times the current value of such trees, in accord with the terms in Paragraph 11. The **Buyer** will not cut, and will immediately notify **Seller's Forester** if a tree has a bole mark but shows no evidence of a stump mark as stated in Paragraph One.

7. SKIDDING, HAULING, AND LOADING:

The **Buyer** shall have the right to make such ways upon the land as shall be necessary by the standards of a careful logger for the cutting and removal of the timber hereby sold. Tree length skidding may be suspended at any time, or the length of trees limited, if, in the opinion of the **Seller's Forester**, the resulting damage is not acceptable. **Buyer** covenants to choose such ways with care to avoid conditions conducive to erosion and damage to trees not marked for cutting. The **Seller's Forester** reserves the right to have the cutter, skidder operator, and/or skidder removed from the job and replaced by the **Buyer** in the case of poor workmanship as it is interpreted by the **Seller's Forester**. Carelessness by operators in the use of equipment will not be tolerated, and **Buyer** will reimburse **Seller** for any loss sustained by said damage or carelessness upon the determination of the **Seller's Forester**, as provided in paragraph 11.

Buyer agrees to haul said timber during such time as the roads used shall be dry or frozen so that undue rutting will not be caused. The **Seller's Forester** may suspend hauling for this reason for short periods of time if the **Buyer** does not take the initiative to do so. The **Buyer** agrees not to skid any timber outside the cutting boundary without prior approval by the **Seller's Forester**.

8. UNREMOVED PORTIONS OF TREES:

Any portions of trees cut by the **Buyer** not used for sawlogs, and not removed from said property of **Seller**, including cull portions and tops, shall be and become the property of **Seller**. Tops of felled trees must be lopped to **Seller's Forester's** specifications. The stumps from the felled trees will be cut as close to the ground by **Buyer** as possible.

All main stems of the tops of trees felled by the **Buyer** shall be left in a position not damaging to surrounding crop trees. Trees called "hangers" must be pulled down the same day they are lodged. All tops shall be pulled back onto the land of the **Seller** should they be felled onto adjacent lands.

9. CULLED TREES:

238 cull trees marked with an "X" on opposite sides of the bole and below stump height in blue paint must be felled or girdled. The **Buyer** may remove any sawlog and/or pulpwood portion existing in the culled trees.

10. ASSIGNMENT PROHIBITED:

Buyer shall not, without the express written consent of the **Seller**, assign all or any portion of this Agreement, nor all or any of the timber hereby sold upon land unless the timber shall be cut and removed from the above described premises and paid for by the **Buyer**.

11. DAMAGE: REPAIR AND/OR PAYMENT:

Buyer shall repair or pay for all damages caused by logging operations to unmarked trees, ditches, fences, bridges, roads, trails, rod-lines, pipelines, pump sets, and all other improvements. Any such damages requiring immediate repairs should be repaired or brought to the attention of the party concerned as soon as possible. If the **Buyer** does not take the initiative in such cases, **Seller** may make such repairs or have them made and withhold that cost from the performance bond. The value of unmarked trees which are cut, destroyed, or unnecessarily damaged shall be as determined by **Seller's Forester**, and said determination will be final and binding. The **Seller's Forester** may suspend operations until payment for damage or removal of unmarked trees or damage to any improvements is received or until an increased bond is received.

12. CARE OF FIRE:

Buyer covenants to take all necessary measures within its power to prevent and suppress forest fires resulting from **Buyer's** operations and to immediately notify the **Seller's Forester** or the **Seller** of any fires threatening the above-described premises.

13. INSPECTION OF OPERATIONS:

All cutting, skidding, and hauling of timber shall be performed in accord with the reasonable request and directions of the **Seller's Forester**. Such requests and directions shall be given directly to field personnel concerning these operations or to the **Buyer**. The **Buyer** reserves the right to request that all such communications as shall regard these crews be directed to his supervisory personnel.

14. CARE OF PREMISES:

Buyer agrees to keep the tract and premises free and clear of all litter and debris, including all used equipment and machinery parts, and any other trash or debris generated by the **Buyer's** operations and left discarded by any persons working for the **Buyer**, whether employees or sub-contractors.

15. INSURANCE:

Buyer shall, at all times throughout the term of this Agreement maintain insurance with insurance companies licensed to do business in Pennsylvania, against such risks, loss, damage and liability (including liability to third parties) and for such amounts as are customarily insured against by other enterprises of like size and type, including without limitations:

1. Public liability insurance in accordance with customary insurance practices for similar operations in the minimum amount of \$1,000,000.00. Said insurance will also provide coverage of **Buyer's** obligation of indemnity under section 21 hereof.
2. Workers' Compensation insurance, disability benefits insurance and such other forms of insurance which **Buyer** is required by law to provide.

Buyer shall provide to **Seller** insurance policies or binders evidencing the above requirements.

Each of the policies or binders shall:

- a. Designate **Seller** and **Seller's Forester** as additional named insured (except Worker's Compensation.)
- b. Provide that there shall be no recourse against **Seller** for the payment of premiums or commissions.
- c. Expressly cover the activity contemplated in this Agreement.
- d. Provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by **Seller**.
- e. Provide the **Seller** will be given 30 days written notice of any intent to cancel coverage. If **Buyer** fails to obtain or keep in effect any required insurance, **Seller** may do so at **Buyer's** expense, and to charge such expense against **Buyer's** performance bond.

SELLER DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE INTERESTS OF **BUYER**.

16. DELIVERY OF BOND:

A check made payable from **Buyer** to "M²Kain Forestry Services Escrow Account", in the amount of \$1,000.00 shall be delivered to **Seller's Forester** for deposit in Northwest Savings Bank, Cranberry, Pennsylvania, prior to operations commencement to assure that the contract is completed by the **Buyer** in accord with its terms. The **Seller's Forester** may require an increase in the amount of this bond during operations, where, in his judgment, damages are exceeding the original bond amount.

In the event **Buyer** shall fail to complete the contract in accord with its terms, **Seller** may use said deposit or take action on said bond for payment of whatever work shall be necessary in order to complete the contract terms.

