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ATTACHED ADDITIONAL DOCUMENTS:

Payment Bond Document
Performance Bond Document
Bid Bond (Penal Sum Form)

DIVISION 23 – HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC)

SEE
PLANS

DIVISION 26 – ELECTRICAL

SEE
PLANS

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by:

Museum & Archives of Rockingham County (MARC)
P.O. Box 84,
Wentworth, NC 27375 (Mailing Address)

Up to 3:00 PM, July 11, 2023, for furnishing of all labor, materials and equipment entering into the HVAC Renovation of the MARC building located at 1086 NC Hwy 65, Reidsville, NC 27320.

Project Includes: HVAC and Electrical Renovations

Complete plans, specifications and other contract documents will be open for inspection beginning May 1, 2023, at Museum & Archives of Rockingham County and may be obtained at no charge by downloading from MARC <https://www.themarconline.org/proposal-requests.html>

All plans and specifications shall remain the property of the engineer and the Museum & Archives of Rockingham County.

A **MANDATORY** Pre-Bid Conference will be held on June 22, 2023 at 2:00PM at MARC building located at 1086 NC Hwy 65, Reidsville, NC 27320. Only bidders attending the pre-bid conference will be allowed to submit a bid.

Questions about this request for proposals need to be submitted in writing no later than Thursday, June 1, 2023 at 4:00 pm to website address to Gary.absoluteeng@gmail.com who will send written responses to all bidders.

All bidders are hereby notified that they must hold proper license under the state laws governing their trades.

A performance bond and payment bond will be required for One Hundred Percent (100%) of the contract prices as required by the General Statutes of North Carolina.

Bidders are hereby notified that they will be required to meet the requirements established by the Davis-Bacon Act as defined by the U.S. Department of Labor well as the requirements of County of Rockingham with regard to Minority Business Enterprises (MBE) participation pursuant to NCGS 143-128.

Bidders shall not add any conditions or qualifying statements to the bids or otherwise change the specifications in any other manner or the bid may be declared irregular as being not responsive to the bid specifications.

Payment will be made on the basis of ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of the work.

No bid may be withdrawn after the scheduled closing time of receipt of bid for a period of thirty (30) days.

MARC awards contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3. MARC reserves the right to reject any and all bids and to waive any informalities and irregularities in conformance with G.S. 1443-129.

00200 INSTRUCTIONS TO BIDDERS

1. Final time for receiving and opening bids:
3:00PM on July 11, 2023 at 3:00PM
2. Place for receiving proposals:
Museum and Archives of Rockingham County (MARC) building located at 1086 NC Hwy 65, Reidsville, NC 27320
3. Place for opening proposals:
MARC building located at 1086 NC Hwy 65, Reidsville, NC 27320
4. Proposals received before time of opening:
Will remain unopened until time of opening.
5. Proposals received after time of opening:
Will NOT be accepted.
6. Opening of proposals:
Publicly opened.
Tabulations will be posted on the MARC
<https://www.themarconline.org/proposal-requests.html>
7. Examination of drawings and documents:
Should a bidder find discrepancies in, or omissions from the drawings or documents, or should he be in doubt as to their meaning, he should at once notify the engineer in writing, via email to Gary.absoluteeng@gmail.com who will send written instructions to all bidders. Neither the owner nor the engineer will be responsible for any oral instructions. Questions will not be accepted or answered after 4:00 PM, June 30, 2023. Only questions from contractors will be addressed, sub-contractor inquiries must be submitted via the contractor.
8. Examination of the sites:
Each bidder will visit the site at the MANDATORY pre-bid meeting. If at an additional time other than the Pre-Bid Conference, all contactors and subs must coordinate with MARC a time to visit the site. The site is not available for an impromptu visit.
9. Addenda:
 - A. Any addenda issued and received during the time of bidding shall be included and acknowledged in the proposal and in closing a contract; they will become a part thereof.
 - B. Addenda will be available where bidding documents are on file.
10. Pre-bid conference:
Pre-bid conferences will be held on June 22, 2023 at 2:00 PM at MARC building located at 1086 NC Hwy 65, Reidsville, NC 27320
Pre-bid conference is **MANDATORY**.
11. Licensed Bidders Required:
All bidders are hereby notified that they must hold proper license under the state laws governing their respective trades.

for each calendar day beyond the final completion day that the total project is not substantially complete.

18. Material Substitutions:

- A. No materials other than those specified, or with written approval of substitution are to be considered for use on the project.
- B. All material suppliers desirous of having their materials approved equal to materials specified, must submit to the engineer substantiating evidence of conformance with the specifications and written approval of substitution must be issued by the engineer before materials may be used on the project.
- C. Written request for substitutions shall be received by the Engineer at least ten (10) days prior to the date for receipt of Bids.

19. Bid Security:

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to MARC, as the obligee, upon said bond if the bidder fails to execute the contract. MARC may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the MARC. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

NORTH CAROLINA SERVICE CONTRACT ROCKINGHAM COUNTY

This **CONTRACT** is made, and entered into this the _____, 2023, by and between **Rockingham Historical Society Museum & Archives (MARC)**, a North Carolina nonprofit corporation, party of the first part and (hereinafter referred to as "**CONTRACTOR**"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or materials to be furnished under this contract (hereinafter referred to collectively as "**SERVICES**") and agreed charges are as follows:

2. TERM OF CONTRACT

The term of this **CONTRACT** for **SERVICES** is from _____ to _____. Either party may nonetheless cancel this **CONTRACT** on thirty (30) days written notice to the other party by certified mail or personal delivery. This **CONTRACT** is subject to the availability of funds to purchase the specified **SERVICES** and may be terminated at any time if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

The **MARC** agrees to pay at the rates specified for **SERVICES** satisfactorily performed in accordance with this **CONTRACT**. Unless otherwise specified, the **CONTRACTOR** shall submit an itemized invoice to the **MARC** by the end of the month during which **SERVICES** are completed. Payment will be processed promptly upon receipt and approval by the **MARC** of the invoice and services rendered.

4. INDEPENDENT CONTRACTOR

Both the **MARC** and the **CONTRACTOR** agree that the **CONTRACTOR** shall act as an independent contractor and shall not represent itself as an agent or employee of the **MARC** for any purpose in the performance of the **CONTRACTOR'S** duties under this **CONTRACT**. Accordingly, the **CONTRACTOR** shall be responsible for payment of all Federal, State and local taxes arising out of the **CONTRACTOR'S** activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. In performing the **SERVICES**, the **CONTRACTOR** is acting as an independent contractor and shall perform

SERVICES in accordance with currently approved methods and practice in the **CONTRACTOR'S** professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

The **CONTRACTOR** shall indemnify and save harmless the **MARC and the County of Rockingham (building owner)**, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the **MARC** or which the **MARC** must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this **CONTRACT**.

The **CONTRACTOR** shall be fully responsible to the **MARC** for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the **CONTRACTOR** is for the acts and omissions of persons directly employed by it.

The **CONTRACTOR** upon request by the **MARC** shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the

MARC verifying the existence of any insurance coverage required by the **MARC**. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. TAXES

The **CONTRACTOR** shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. **CONTRACTOR** shall substantiate, on demand by the Owner, that all taxes and other charges are being properly paid. **CONTRACTOR** must submit North Carolina Sales Tax Affidavit with each pay application. If no taxes have been paid during pay application period, a Sales Tax Affidavit must still be submitted indicating such.

7. HEALTH AND SAFETY

The **CONTRACTOR** shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The **CONTRACTOR** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this **CONTRACT** may be cancelled, terminated or suspended in whole or in part by the **MARC**, and the **CONTRACTOR** may be declared ineligible for further **MARC** contracts.

9. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 153A-449, **CONTRACTOR** understands that it is a requirement of this contract that the Contractor and the Contractor's subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, **CONTRACTOR** agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and **CONTRACTOR** shall require its subcontractors to do the same. Upon request, **CONTRACTOR** agrees to provide **MARC** with an affidavit of compliance or exemption.

10. COMPLIANCE WITH DAVIS-BACON ACT as amended (40 U.S.C. 3141-3148)

The contractor shall comply Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). As such, the Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. Upon request, **CONTRACTOR** agrees to provide **MARC** with an affidavit of compliance.

11. NO ASSIGNMENT WITHOUT CONSENT

No party shall assign this **CONTRACT** (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights and the **MARC** shall not recognize any assignment in violation of this provision.

12. WORKERS' COMPENSATION

The **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to the **CONTRACTOR's** employees in the manner and to the extent required by such Act. In the event the **CONTRACTOR** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the **CONTRACTOR** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of services. The **CONTRACTOR** agrees to furnish the **MARC** proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

13. GOVERNING LAW

This **CONTRACT** shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this **CONTRACT** shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Middle District of North Carolina.

14. CONFIDENTIALITY

The **CONTRACTOR** agrees that any information received by the **CONTRACTOR** during any furtherance of the **CONTRACTOR'S** obligations in accordance with this **CONTRACT** shall be treated by the **CONTRACTOR** in full confidence and will not be revealed to any other persons, firms or organizations except in accordance with state and federal laws governing the proper handling of records.

15. OTHER PROVISIONS

This **CONTRACT** is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto. The terms contained in this Service Contract shall prevail over and supersede any conflicting terms contained in attachments or appendices to the Service Contract.

In the event federal funds are associated with this Service Contract and the required Uniform Guidance Contract Addendum is attached, the terms of the attached Uniform Guidance Contract Addendum shall prevail and supersede any contract terms contained in this Service Contract. Alternatively, should this Service Contract contain the most restrictive terms, the terms contained in this Service Contract shall prevail over and supersede any conflicting terms contained in attachments or appendices to the Service Contract so long as it is consistent with State and Federal Law.

16. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire **CONTRACT** between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

17. SIGNATURES

Both the **MARC** and the **CONTRACTOR** agree to the above contract.

**ROCKINGHAM COUNTY HISTORICAL
SOCIETY AND MUSEUM (MARC)**

Witnesses By:

By: _____

Title: _____

Date: _____

CONTRACTOR

Witnesses By:

By: _____

Title: _____

Date: _____

FORM OF PROPOSAL

SECTION 00410

General Construction

Museum & Archives of Rockingham County (MARC)
PO Box 84
Wentworth, NC 27375

MARC
HVAC RENOVATIONS
1086 NC HWY 65
REIDSVILLE, NC 27320

Bidders:

Having carefully examined the Instructions to Bidders, the General Conditions of the Contract, drawings and specifications. the undersigned submits the following proposal in accordance with the said documents.

BASE BID:

Labor _____ Dollars

(\$ _____)

Material _____ Dollars

(\$ _____)

TOTAL _____ Dollars

(\$ _____)

Addenda:

The undersigned acknowledges receipt of addendum No. _____ thru No. _____.

Contract Agreement:

The undersigned agrees that if notified of the acceptance of this proposal within 30 days of the time set for the opening of bids, he shall execute a contract for the above work, for the above stated compensation, in the form of the Standard County Contract.

Bid Security:

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to MARC, as the obligee, upon said bond if the bidder fails to execute the contract. MARC may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the MARC. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders.

Performance Bond:

The undersigned agrees, if awarded the contract to execute and deliver to the MARC within ten (10) days after the signing of the contract, a satisfactory bond in the form issued by the AIA A-311, and in an amount equal to one hundred (100) percent of the contract sum.

The undersigned has based this proposal on materials specified, or materials approved equal.

Respectfully Submitted,

Contractor: _____

Name of Firm: _____

By: _____

Title: _____

Date: _____

North Carolina Contractor's License No.: _____

N.C. G.S. 87-10 Qualifier: _____

Federal ID Tax No.: _____

Witness / Notary:

DIVISION 1. GENERAL REQUIREMENTS

0800 GENERAL CONDITIONS

1. The “General Conditions of the Contract for Construction”, AIA Document A201, 2017 edition; Articles 1 thru 15 inclusive are hereby made a part of the contract documents to the same extent as if herein written in full.
2. Copies of this document may be purchases from the American Institute of Architects, 1735 New York Avenue, NW, Washington, DC 20066.
3. Where any article is supplemented under Section 0140, the AIA provisions of such article shall remain in effect and the supplemental provisions shall be considered as added hereto.
4. Where any article is amended, voided, or superseded under Section 0140, the AIA provisions of such article not so specifically amended, voided, or superseded shall remain in effect.

00810 SUPPLEMENTARY GENERAL CONDITIONS

Article 1. Shop Drawings

- A. Drawings will be to be submitted electronically in a PDF format.

Article 2. Contractors Insurance

- A. Workmen's Compensation shall be set to limits required by the State of North Carolina.
- B. Public Liability Insurance shall be not less than \$300,000 for personal injury, including death, to any one person and not less than \$1,000,000 for several persons.
- C. Property Damage Insurance shall not be less than \$300,000 for one accident and not less than \$1,000,000 for two or more accidents.
- D. Builder's Risk, shall be purchased by the contractor.

Article 3. Project Safety:

- A. It will be all contractors' responsibility to maintain strict project safety standards and at all times take extreme caution to protect the safety of the public.
- B. No unattended ladders may be left in place.
- C. Contractor is responsible for all safety equipment.
- D. No equipment or tools shall be left unattended.

Article 4. Project Litter:

- A. The contactors shall keep all project litter in containers. Project litter shall be picked up and removed from the site on a daily basis.
- B. Streets, parking areas and site shall remain free from debris, spillage, tracking, materials or rubbish.

Article 5. Temporary Toilet:

- A. General Contractor shall provide and maintain adequate sanitary temporary toilets, located where directed for accommodations of all persons engaged on the work.
- B. Temporary toilet shall be enclosed, weatherproof and kept in sanitary and approved condition at all times. Comply with regulations and health codes.
- C. Existing facility toilets shall not be used.

Article 6. Sales Tax Reimbursement:

- A. All applicable federal, state and local sales taxes are to be included in the bid sum. All taxes must be documented on County Sales and Use Tax Report and State of North Carolina Sales and Use Tax Report Detail and submitted with Payment Applications.

Article 7. Building Permit:

- A. Bid to include all building permit fees.

Article 8. Protection of Interior Building and Installed Work:

- A. The contractor shall have responsibility for providing protection by means of water cut-offs, temporary enclosures, and all other means necessary to keep water and other elements out of building, furnishings and contents. Any damage to interior as a result of not providing proper protection is the contractors' full responsibility.
- B. The contractor shall be responsible to secure the interior from inclement weather at the end of each working day and part worked thereof.
- C. It is the intent of this section that the project be fully secured from inclement weather each day as the work is completed. Securement shall be done in a workmanlike quality manner. In addition, the contractor is responsible for damage in the interior resulting from leaks when the leaks result from inadequate or poor quality of securement measures.

Article 9. Construction Progress Documentation:

- A. The contractor shall maintain a daily construction report to include but not limited to construction progress, material locations, field conditions, weather conditions (high and low temperatures and general weather conditions) and schedules.
- B. When an event of an unusual and significant nature occurs at the project site, whether or not related directly to the work, prepare a special report documenting the event.

Article 10. Work Restrictions:

- A. Do not disturb portions of site beyond areas of work indicated.
- B. Keep driveways and entrances serving premises clear and available for employees and emergency vehicles at all times.
- C. Schedule deliveries to minimize use of driveways and entrances.
- D. Schedule deliveries to minimize space and time requirements for storage of materials and equipment onsite.

Article 11. Employees and Subcontractors Onsite:

- A. The prime contractor will be responsible for all their employees and all of their Sub-contractors working under them.
- B. The use of any type of tobacco products is prohibited.
- C. Employees and subcontractors must remain in areas of work indicated. Anyone onsite beyond the area of project work will be removed from the property and banned (not allowed) to return to the project property.

Article 12. Close Out Procedure:

- A. The contractor shall provide a warranty for all work and materials.

- B. Provide manuals on operations of systems and equipment.
- C. Original warranties for specific items (roof, motors, etc) to be in an orderly sequence and include with the Closeout Requirements Checklist. All warranties must have proof and authenticity and be made out to the owner, containing the project name and address. Warranties must include labor where specified.
- D. The commencement date for all warranties is the date of substantial completion, and this date shall be listed on the warranty.
- E. The Closeout Requirements Checklist and all items must be received by the owner in a single package. The owner must receive all documents before the Contractor's Final Application for Payment can be reviewed.

Article 13. Cleaning:

- A. Use cleaning materials and agents recommended by manufacturer or fabricator on the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
- B. Provide final cleaning. Final cleaning is the responsibility of the Contractor.
- C. Cleaning operations should be completed before requesting inspection for certification of Substantial Completion for entire project.

Article 14. Keys and Security Entry:

- A. All keys or entry devices shall be turned over to the owner in one submission package.

Article 15. Construction Facilities:

- A. Cost or use charges for temporary utilities, support facilities and security to be the contractor's responsibility.
- B. Authorities having jurisdiction may inspect and test any temporary utility before use.
- C. First Aid Supplies and Fire Extinguishers to comply with governing regulations.

MARC HVAC PROJECT
COUNTY OF ROCKINGHAM
COUNTY SALES AND USE TAX REPORT
SUMMARY TOTALS AND CERTIFICATION
APPENDIX A

CONTRACTOR: _____

Page _____ of _____

PROJECT: _____

FOR PERIOD: _____

	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL ALL COUNTIES
CONTRACTOR							
SUBCONTRACTOR(S) *							
COUNTY TOTAL							

- Attach subcontractor(s) report(s)

** Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 19____

Notary Public

My Commission Expires: _____

Seal

Signed

Print or Type Name of Above

NOTE:
This certified statement may be subject to audit

MARC HVAC PROJECT
 STATE OF NORTH CAROLINA
 SALES AND USE TAX REPORT DETAIL
 APPENDIX A

CONTRACTOR: _____

Page _____ of _____

SUBCONTRACTOR _____

FOR PERIOD: _____

PROJECT: _____

PURCHASE DATE	VENDOR NAME	INVOICE NUMBER	TYPE OF PROPERTY	INVOICE TOTAL	COUNTY TAX PAID	COUNTY OF SALE *
				\$	\$	
				TOTAL:	\$	

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

EXHIBIT "A"

01000 DRAWINGS ACCOMPANYING THESE SPECIFICATIONS

PROJECT – HVAC RENOVATIONS FOR MARC BUILDING

<u>SHEET:</u>	<u>TITLE:</u>	<u>DATE</u>
M1.1	Mechanical Notes Symbols and Schedules	08/05/2022
M2.1	Mechanical Floor Plan – Ground Floor Area A	08/05/2022
M2.2	Mechanical Floor Plan – 1 st Floor Area A	08/05/2022
M2.3	Mechanical Floor Plan – 2 nd Floor Area A	08/05/2022
M2.4	Mechanical Floor Plan – 3 rd Floor Area A	08/05/2022
M3.1	Mechanical Demolition Plan – Ground Floor Area B	08/05/2022
M3.2	Mechanical Demolition Plan – 1 st Floor Area B	08/05/2022
M3.3	Mechanical Demolition Plan – 2 nd Floor Area B	08/05/2022
M4.1	Mechanical Floor Plan – Ground Floor Area B	08/05/2022
M4.2	Mechanical Floor Plan – 1st Floor Area B	08/05/2022
M4.3	Mechanical Floor Plan – 2 nd Floor Area B	08/05/2022
M5.1	Mechanical Details	08/05/2022
E-1A	Electrical – Power Plan	08/05/2022
E-1B	Electrical – Power Plan	08/05/2022
E-2A	Electrical – Power Plan	08/05/2022
E-2B	Electrical – Power Plan	08/05/2022
E-3A	Electrical – Power Plan	08/05/2022
E-3B	Electrical – Power Plan	08/05/2022
E-4A	Electrical – Power Plan	08/05/2022
E-5A	Electrical – Power Plan	08/05/2022

CHANGE ORDER REQUEST

DATE: _____ PROPOSAL #: _____ CONTRACT: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE: _____

Materials (Attach list with qty, item, unit \$, unit mh, total mh, OT mh, Total \$)

- 1. Total direct cost of materials \$ _____
- 2. Overhead and profit on Item 1 \$ _____ (___% max. Inc. small tools & consumables)
- 3. Sales tax \$ _____
- 4. Shipping and transportation \$ _____

Materials Subtotal	\$
---------------------------	-----------

Labor (include time sheets if requested)

- 5. Total man-hours: _____ @ _____ /hr. \$ _____
- 6. Overhead and profit on Item 5. \$ _____ (___% max. on straight labor cost, not premium portion). (O & P includes supervisor's time).
- 7. Payroll taxes and insurance @ _____ % \$ _____

Labor Subtotal	\$
-----------------------	-----------

Equipment Rental (includes quotes and pick-up/delivery tickets)

- 8. Equipment rental \$ _____
- 9. Overhead and profit on Item 8 (___% maximum) \$ _____

Equipment Rental Subtotal	\$
----------------------------------	-----------

Subcontractors (includes quotes with material and equipment back up)

- 10. Subcontractors \$ _____
- 11. Overhead and profit on item 10 (___% maximum) \$ _____

Subcontractor Subtotal	\$
-------------------------------	-----------

Subtotal of Proposal \$ _____

- 12. Bonds (___% of subtotal of proposal) \$ _____ \$ _____

TOTAL OF CHANGE PROPOSAL	\$
---------------------------------	-----------

Time Extension Request _____ days _____ Schedule Activity # Affected

Contractor's signature: _____ Date: _____

Architect's signature: _____ Date: _____

Owner's signature: _____ Date: _____

Contractor's General Warranty

HVAC RENOVATIONS MARC BUILDING

Date: _____
Project: _____
Contract: _____
Address: _____

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in the _____ contract of the MARC, against any and all defects due to faulty materials or workmanship or negligence for a period of twelve (12) months, or such longer periods as set forth in the Contract Documents, from the effective date of **this warranty** (_____) **as defined by the date of substantial completion** . This warranty supersedes any and all dates listed in the enclosed subcontractor warranties thus honoring warranty work one year from the date of substantial completion listed here.

This Warranty shall be binding where defects occur due to normal usage conditions and does not cover willful or malicious damage, damage caused by acts of God or other casualties beyond the control of the Contractor.

This Warranty shall be in accordance to other warranties and guarantees set forth in the Contract Documents, and shall not act to constitute a waiver of additional protection of the Owner afforded, where applicable, by consumer protection and product liability provisions of law, and these stipulations shall not constitute waiver of any additional rights or remedies available to the Owner under the law.

Date of Substantial Completion: _____

(General Contractor)

By _____

Title _____

Address _____

Subscribed and sworn before me this

_____ day of _____, 20__

License # _____

Fed ID # _____

(Corporate Seal)

(Notary Public)

Closeout Requirements

Date: _____

HVAC RENOVATIONS FOR MARC BUILDING

Contractor: _____ Substantial Completion Date: _____

The following documents must be completed and submitted by each prime contractor. Documents shall be submitted to the Architect in a single package with this (completed) checklist attached. The Architect must receive all documents before the Contractor's Final Application for Payment can be reviewed.

- _____ 1. Final Application for Payment (with Continuation Sheets & Tax Reports)
- _____ 2. Executed Certificate of substantial Completion with punch list attached.
- _____ 3. Contractor's Affidavit of Payment of Debts and Claims (fully executed – AIA Form G706)
- _____ 4. Contractor's Affidavit of Release of Liens (fully executed – AIA Form G 706A)
- _____ 5. Release of liens by subcontractors and/or vendors (fully executed – when required)
- _____ 6. Consent of Surety to Final Payment (AIA G707)
- _____ 7. Certificate of Occupancy from proper jurisdiction having authority
- _____ 8. Contractor's One-Year Warranty (notarized)
- _____ 9. Warranty summary sheet and original warranties for specific items (roof, motors, etc.)
- _____ 10. Certification letter from Contractor stating that no asbestos containing materials were used.
- _____ 11. Final list of all subcontractors with names, addresses, and phone numbers
- _____ 12. Record Drawings and cover letter indicating that they have been reviewed and are as accurate and complete as possible.
- _____ 13. Certified Testing and Balancing Report for HVAC System with cover letter indicating it has been reviewed and approved by consulting Engineer.

Contractor's Signature

Date

Architect/Engineer's Signature

Date

MARC Representative

Signature

Date

PAYMENT BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name:</p> <p>Mailing address <i>(principal place of business)</i>:</p>	<p>Contract</p> <p>Description <i>(name and location)</i>:</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

PERFORMANCE BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name:</p> <p>Mailing address <i>(principal place of business)</i>:</p>	<p>Contract</p> <p>Description <i>(name and location)</i>:</p> <p>Contract Price: [Amount from Contract]</p> <p>Effective Date of Contract: [Date from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<p>_____</p> <p><i>(Full formal name of Contractor)</i></p>	<p>_____</p> <p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: Address <i>(principal place of business)</i> :	Bid Project <i>(name and location)</i> : Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.