

# **SECTION XI**

## **PRICE PROPOSAL & REQUIRED FORMS**

### **RFP CP-19-03**

#### **Attachments**

- Price Proposal Form
- Proposal Affidavits
- Information Regarding the Proposer
- Proposal Bond
- Template Performance and Labor and Materials Bond

**PRICE PROPOSAL FORM**  
**RFP CP 19-03**  
**Construction Manager at Risk**

City of College Park  
Finance Office  
4500 Knox Road  
College Park, Maryland 20740

Proposal Due Date: January 18, 2018  
Proposal Date Time: 2:00 p.m., EST

(The) \_\_\_\_\_  
(Name of Contractor)

hereby submits the following proposal for the construction of City Hall and UMD office building:

Having carefully examined the "Instructions To Proposers," the Request for Proposal RFP CP-19-03, the General Terms and Conditions of the Contract for Construction Management, the entire proposal documents, specifications, and Addenda numbered \_\_\_\_\_, and having received Clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the referenced documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

1. PRECONSTRUCTION SERVICES FEE:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Written) (Figures)

2. CONSTRUCTION AND POSTCONSTRUCTION SERVICES FEE:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Written) (Figures)

3. GENERAL CONDITIONS COSTS:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Written) (Figures)

4. GMP CONTINGENCY:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Written) (Figures)

5. TOTAL BASE PRICE PROPOSAL - Items 1-4

\_\_\_\_\_ \$ \_\_\_\_\_  
(Written) (Figures)

## **SPECIAL TERMS AND CONDITIONS**

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.

It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date and that, if the undersigned is notified of acceptance of this proposal within this time period, the firm shall execute a contract for the above stated compensation.

Accompanying the Proposal Form is a fully executed proposal bond security in the amount of 5% of the total proposal. Proposal bonds except those of the top three offerors, will be returned after the related contract has been executed.

The Proposer shall quote all prices, exclusive of unit prices, in whole dollars. Should the Proposer fail to quote accordingly, the City will round up or down to the nearest dollar of all prices (excluding unit prices) quoted. The prices shall be stated in both words and figures.

In submitting this bid, the Proposer certifies that the Proposer:

- a. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
- b. Will comply with the conditions of §69-6 at time of contract award; or
- c. Is not required to comply with the conditions of §69-6 because of allowable exemption.

In submitting this bid, the Proposer certifies that the Proposer does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Proposal’s company information and signature follow on the next page.

Construction Firm License No. \_\_\_\_\_

Date and Place of Issuance \_\_\_\_\_

(Federal Employer Identification No.  
(or Social Security No. if no F.E.I. No.) \_\_\_\_\_

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Telephone No \_\_\_\_\_

Fax No. \_\_\_\_\_

E-Mail. \_\_\_\_\_

By: (Partner) \_\_\_\_\_

By: (Partner) \_\_\_\_\_

By: (Partner) \_\_\_\_\_

Date: \_\_\_\_\_

### **CORPORATE PRINCIPAL**

\_\_\_\_\_  
Name of Corporation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Telephone No \_\_\_\_\_

Fax No. \_\_\_\_\_

E-Mail \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

By: (President) \_\_\_\_\_

(Printed or  
Typed Name) \_\_\_\_\_

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price.

Signature of Officer  
and Title \_\_\_\_\_

**RFP CP-19-03**  
**NON-COLLUSION AFFIDAVIT**

The following affidavit is attached hereto and made a part thereof.

STATE OF \_\_\_\_\_)

ss:

CITY/COUNTY OF \_\_\_\_\_)

\_\_\_\_\_being first duly sworn, deposes and say: That  
he/she (name of affiant)

is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Corporation)

(or a partner of \_\_\_\_\_).  
(Name of Partnership)

The party making the foregoing Proposal; that (he has not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, Firm or corporation acting on (his) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that (he) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Proposal is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

(SEAL)

To be signed by Proposer, if the Proposer is an  
Individual, or by a *Partner*, if the Proposer is a  
Partnership, or by a duly authorized Officer,  
if the Proposer is a Corporation

TO BE SUBMITTED WITH BID

**RFP CP-19-03**  
**AFFIDAVIT WITH RESPECT TO NON-CONVICTION,**  
**NON-SUSPENSION AND FALSE PRETENSES**

I hereby affirm that:

- (1) I am the \_\_\_\_\_ (Title) and duly authorized representative of \_\_\_\_\_ (Name of Business Entity) whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-208 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-208 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle

- (6) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
- (7) State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town. Finally, I certify that the bidder is registered and in good standing with the Maryland Department of Assessments and Taxation, if applicable.

I hereby certify that the bidder is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

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Date

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Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



TO BE SUBMITTED WITH BID

**RFP CP-19-03**  
**INFORMATION REGARDING THE PROPOSER**

**IMPORTANT**

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking this Project and working under the jurisdiction of the City of College Park, Maryland.

1. Name of Bidder \_\_\_\_\_  
(Individual /Firm/Corporation)

Place of Business of Bidder \_\_\_\_\_

Telephone Number (      ) \_\_\_\_\_

Email address of contact person \_\_\_\_\_

2. Is the business incorporated?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

Non-Corporation Business

3. If response to item # 2 above is No, list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporate Business Entities - Please answer items 4 and 5.

4. List all officers of the corporation, their business address and the date on which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Business address</u>	<u>Date Office Assumed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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5. List the members of the current Board of Directors, and their business address.

Name

Business Address

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6. Please provide information concerning work that you have done within the last five (5) years, including work that is similar to the Project and work for any Maryland governmental units or agencies, on the attached References form.

7. Bidders will answer the following questions: (The word “you” refers any individual, partnership, partner and/or corporation and it’s officers.)

a. Have you ever failed to complete any work awarded to you?\_\_\_\_\_

If yes, state where and

why\_\_\_\_\_

b. Have you ever been affiliated with some other organization that failed to complete a contract?\_\_\_\_\_

\_\_\_\_\_  
If yes, state name of individual and reason  
therefore.\_\_\_\_\_

c. With what other businesses are you  
affiliated?\_\_\_\_\_

d. Please list all persons who will supervise the work under the Contract? \_\_\_\_\_

\_\_\_\_\_  
e. Identify all personnel who will be employed to prosecute the work described in the  
Contract Documents and list their hourly rate.

\_\_\_\_\_  
f. Provide telephone number(s) for 24 hour a day emergency contact.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

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h. Is your organization licensed and registered in the State of Maryland for the current year?

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Name of Bidder

By:

**TO BE SUBMITTED WITH BID**

**RFP CP-19-03  
REFERENCES**

List up to six (6) projects--include the following information:

1. \_\_\_\_\_  
Name of Project  
  
\_\_\_\_\_  
Physical Address, including City and State  
  
\_\_\_\_\_  
Point of Contact, including address and phone number  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Brief description of project  
  
Percentage of work forces participating on project:  
\_\_\_\_\_  
  
Construction value: \_\_\_\_\_
  
2. \_\_\_\_\_  
Name of Project  
  
\_\_\_\_\_  
Physical Address, including City and State  
  
\_\_\_\_\_  
Point of Contact including address and phone number  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project:

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Construction value: \_\_\_\_\_

3.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Physical Address, including City and State

\_\_\_\_\_  
Point of Contact including address and phone number

\_\_\_\_\_

\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project:

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Construction value: \_\_\_\_\_

4.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Physical Address, including City and State

\_\_\_\_\_  
Point of Contact including address and phone number

\_\_\_\_\_

\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project:

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Construction value: \_\_\_\_\_

5.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Physical Address, including City and State

\_\_\_\_\_  
Point of Contact including address and phone number

\_\_\_\_\_

\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project:

\_\_\_\_\_

Construction value: \_\_\_\_\_

6.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Physical Address, including City and State

\_\_\_\_\_  
Point of Contact including address and phone number

\_\_\_\_\_

\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project:

\_\_\_\_\_

Construction value: \_\_\_\_\_

TO BE SUBMITTED WITH BID

**RFP CP-19-03  
PROPOSAL BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

that we, \_\_\_\_\_ as Principal, hereinafter called the

Principal, and \_\_\_\_\_ a corporation duly organized under the

laws of the State of \_\_\_\_\_, as Surety, hereinafter called

the Surety, are held and firmly bond unto City of College Park, hereinafter called “City”,

for the sum of \_\_\_\_\_, for the payment of which sum, the said

Principal and the said Surety bind ourselves, our heirs, executors, administrators,

successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS, the Principal has submitted a proposal for:**

CONSTRUCTION MANAGER AT RISK FOR CONSTRUCTION OF CITY HALL  
AND UMD OFFICE BUILDING

**NOW, THEREFORE, if the Principal, upon acceptance by the City of its proposal identified above, within the period specified herein for acceptance, being 120 days if no period is otherwise specified, shall execute such further contractual documents, if any, and give such bond(s), as may be required by the terms of the bid as accepted within the time specified, being ten (10) days if no period is otherwise specified, after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the City for any cost of procuring the work which exceeds the amount of its proposal, then the above obligation shall be void and of no effect.**

**The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the proposal that the Principal may grant to the City, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 120 calendar days in addition to the period originally allowed for acceptance of the proposal.**

**In Presence of:**

**WITNESS:**

**Individual Principal**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

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**Co-partnership Principal**

\_\_\_\_\_  
(Name of Co-Partnership)

**WITNESS:**

\_\_\_\_\_

**By:** \_\_\_\_\_ (SEAL)

\_\_\_\_\_

**By:** \_\_\_\_\_ (SEAL)

\_\_\_\_\_

**By:** \_\_\_\_\_ (SEAL)

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**Corporate Principal**

\_\_\_\_\_  
(Name of Corporation)

**Attest:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Corporate Secretary**

**Title** \_\_\_\_\_

AFFIX  
CORPORATE  
SEAL  
SURETY \_\_\_\_\_

Name of company

**Attest:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_



## CORPORATE ACKNOWLEDGEMENT – Signing Bond

STATE OF MARYLAND ) ss:  
CITY/COUNTY OF \_\_\_\_\_ ) :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared

\_\_\_\_\_,  
(Corporate Secretary or other Officer)  
and acknowledged as follows:

That he/she is the \_\_\_\_\_ of the  
(Title)  
\_\_\_\_\_, a corporation in good standing in the  
(Name of Corporation)

State of Maryland and named as Principal in the attached instrument;

That \_\_\_\_\_ as \_\_\_\_\_  
of said corporation, being so authorized, did sign the foregoing instrument on behalf of the Principal;

That said signature is genuine and that said instrument was duly signed, sealed, and attested to on behalf of the said corporation by authority of the following officers of said corporation:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

and that said acknowledgement of the said instrument is the free act and deed of the said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public

**RFP CP-19-03  
PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,** that we, \_\_\_\_\_ hereinafter known as the "Contractor," as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Chevy Chase Village as obligee, hereinafter known as the "Owner," in the penal sum of \_\_\_\_\_ lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and all persons, doing work or furnishing skill, tools, machinery, or materials under or for the purpose of the Contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by present.

**AFFIXED WITH OUR SEALS THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WHEREAS,** the Contractor \_\_\_\_\_ by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work according to this Contract.

All work to be performed in strict accordance with the attached Agreement or Contract, plans and specifications, which Contract is by this reference made a part hereof.

**NOW, THE CONDITION OF THIS OBLIGATION IS SUCH,** that is the said Contractor \_\_\_\_\_ shall complete the work provided for in said Contract according to the terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the Contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

**AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH, THAT IF** \_\_\_\_\_ as Contractor, shall fully and faithfully perform work in accordance with the terms of the annexed Contract during the original term thereof and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of

this Contract, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void, otherwise they \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, jointly and severally agree to pay the Owner the difference between the sum of which the said \_\_\_\_\_, as Contractor, would be entitled in the completion of the Contract, and that which the Owner, may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contractor, properly and in all things to keep and execute the provisions of the Contract.

And the said \_\_\_\_\_, as Contractor, and \_\_\_\_\_ as Surety, hereby further bind themselves, their successor, assigns, heirs, executors and administrators, jointly and severally, and agree that they shall indemnify and save harmless and shall pay all amounts, damages, costs and judgments which may be recovered against, and all expense incurred by, the Owner and all representatives of said Owner, from or arising out of all or any suits, actions or claims of any character brought on account of any injuries or damages sustained by any persons or property in consequence of any neglect in safeguarding the work or any such claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair or maintenance thereof or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment, or material, furnished under the said Contract, and will also pay any damages for delay in performance, as stated in the Contract; further, failure to do so with such person, firms, partnership, or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract of the work to be performed thereunder of the plans or specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the plans or specifications.

Without limiting the effect of any other provision herein contained, this bond is to be construed as a statutory bond under the provision of: \_\_\_\_\_ as amended to date.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused \_\_\_\_\_ corporate seal to be hereto affixed, and the presents to be signed in its name by \_\_\_\_\_, and the said \_\_\_\_\_ as Surety, has caused \_\_\_\_\_ corporate seal to be hereto affixed and these presents to be signed in its name by \_\_\_\_\_

(As to Contractor)

CONTRACTOR (Seal)

Signed, sealed and delivered in the presence of: \_\_\_\_\_

By: \_\_\_\_\_

L.S. \_\_\_\_\_

Title: \_\_\_\_\_

(As to Surety)

SURETY (Seal)

Signed, sealed and delivered in the presence of: \_\_\_\_\_

By: \_\_\_\_\_

L.S. \_\_\_\_\_

Attorney-in-Fact

APPROVED AS TO FORM

COUNTERSIGNED

By: \_\_\_\_\_

L.S. \_\_\_\_\_

Resident Agent

NOTE: If the Principal is a corporation, the bond shall be signed by the President or Vice President, attested by the Secretary and the Corporate Seal Affixed. If the principal is a partnership, the bond shall be signed in the partnership name by one of the general partners.

## LABOR AND MATERIALS BOND

This Bond is issued simultaneously with the performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract:

KNOW ALL MEN BY THESE PRESENTS:

that

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(Here insert full name)

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(Address of legal title of Contractor)

as Principal, hereinafter called Contractor, and

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(Here insert full name and address of legal title of Surety)

a corporation created existing under the laws of the State of Maryland, hereinafter called Surety, are held and firmly bound unto the City of College Park as Obligee, hereinafter called the Owner, for the use and benefit of claimants as herein below defined, in the penal sum of

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(Full value of contract price in written words)

in lawful money of the United States, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS

Principal has a written agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into by Contractor with Owner in the sum of \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and any authorized extension or modification thereof, including all amounts due for materials,

lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect, subject however, to the following conditions;

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials we furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum of sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the a party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner and Surety, and any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said improvement, whether or not the claim for the amount of such lien be presented under and against this bond.

5. The said Surety, for value received, hereby stipulates 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 anywise 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. No final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20

IN THE PRESENCE OF:

\_\_\_\_\_  
(Principal) (Seal)

By:

\_\_\_\_\_

Title

\_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Surety)

By:

\_\_\_\_\_