

INSTRUCTIONS TO BIDDERS

Owner:
Bennett Fire Protection District No. 7
355 4th St.
Bennett, CO 80102

Project Manager: Earl Cumley

PART 1. DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the Agreement have the meanings assigned to them in the Agreement. The term “Successful Bidder” means the lowest, qualified, responsible responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

PART 2. COPIES OF CONTRACT DOCUMENTS

- 2.1 Complete copies of the Specifications and other Contract Documents for use in preparing Bids may be obtained by contacting the District’s office during normal business hours at 303-644-3572 or KendraHawes@BennettFireRescue.org.
- 2.2 No partial sets of Contract Documents will be issued. Complete sets of Contract Documents shall be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 2.3 Owner will make copies of Contract Documents available on the above terms for the purpose of obtaining Bids on the Work only and do not confer a license or grant for any other use.

PART 3. QUALIFICATIONS OF BIDDERS

- 3.1 Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the Bidder’s qualifications, the following factors will be considered: work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the work, and (d) has appropriate technical experience. Each Bidder may be required to show that he

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has handled former work so that no just claims are pending against such work. No Bid will be accepted from a Bidder who is engaged in any work which would impair his ability to perform or finance this work.

- 3.2 Each Bid must contain evidence of Bidder's qualification to do business in the State of Colorado.

PART 4. EXAMINATION OF CONTRACT DOCUMENTS; VISIT SITE

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work.

On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid.

- 4.3** Access to the site may be arranged by contacting the Owner's offices at 303-644-3572 or KendraHawes@bennettfirerescue.org.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

PART 5. INTERPRETATIONS

- 5.1 All questions about the meaning or intent of the Contract Documents are to be submitted to the Owner in writing. Replies will be issued only by Addenda. Questions received fewer than five (5) days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda will be mailed or delivered to all parties recorded by Owner as having received the Contract Documents. No Addenda will be issued later than three (3) days prior to the date for receipt of Bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.
- 5.2 All Addenda to the Contract Documents shall be properly acknowledged in the space provided on the Bid Form.

PART 6. CONTRACT TIME

- 6.1 The number of days within which, or the date by which, the Work is to be

completed (the Contract Time) is set forth in the Bid Form and the Agreement.

PART 7. LIQUIDATED DAMAGES

7.1 Provisions for liquidated damages are set forth in the Bid Form and the Agreement.

PART 8. SUBSTITUTE MATERIAL AND EQUIPMENT

8.1 The Contract, if awarded, will be executed with the Successful Bidder on the basis of material and equipment specified in the Specifications without consideration of possible substitute or “or equal” items. Whenever it is specified in the Specifications that a substitute or “or equal” item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the “Effective Date of the Agreement”.

PART 9. SUBCONTRACTORS

9.1 The Bid Form requires that Bidder identify certain Subcontractors and other persons and organizations to be submitted as part of the Bid. The apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the date of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in Colorado. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may (before giving the Notice of Award) request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any substitution, the contract shall not be awarded to such Bidder. Any Subcontractor, other person or organization so listed, and to whom Owner does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner.

9.2 No Contractor shall be required to employ any Subcontractor, other person or organization against whom the Bidder has reasonable objection.

PART 10. BID FORM

10.1 One copy of the Bid Form is included herewith; additional copies may be obtained from the Owner.

- 10.2 Bid Forms must be completed in ink or be typewritten. The Bid Price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 10.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.5 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- 10.6 The names of all persons signing Bids must also be legibly printed or typed below the signature. A Bid by a person who affixes to his signature the word “president”, “secretary”, “agent” or other designation without disclosing his principal may be held to be the Bid of the individual signing. Evidence of the authority of the person signing shall be furnished.
- 10.7 The full name of each person or company interested in the Bid shall be listed on the Bid Form.
- 10.8 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be inserted on the Bid Form.
- 10.9 No alterations in Bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed. No alteration in any Bid, or in the form on which it is submitted, shall be made after the Bid has been submitted.
- 10.10 The address to which communications regarding the Bid are to be directed must be shown.

PART 11. SUBMISSION OF BIDS

- 11.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque, sealed envelope addressed to Owner and identified on the outside with the Bidder’s name and address and with the words **Bennett-Watkins Fire Rescue - Station 93 - Fire Apparatus Storage Facility**.

- 11.2 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- 11.3 Bids shall be deposited in the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time and date for receipt of Bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 11.4 Oral, telephone, or telegraph Bids are invalid and will not receive consideration. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

PART 12. MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1 Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder; the notice shall be so worded as not to reveal the amount of original or modified Bid Price. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove his identity and authority. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 12.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, the Bidder will be disqualified from further Bidding on the Work. No right to claim mistake shall exist for Bidder following this twenty-four (24) hour period.

PART 13. OPENING OF BIDS

- 13.1 Bids will be opened publicly and read aloud.

PART 14. BIDS TO REMAIN OPEN

- 14.1 All Bids shall remain open for thirty (30) days after the date of the Bid opening, but Owner may, in his sole discretion, release any Bid prior to that date.

PART 15. AWARD OF CONTRACT

- 15.1 Owner reserves the right to reject any and all Bids, to waive any and all formalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies

between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 15.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements.
- 15.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 15.4 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, the proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 15.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any evaluation to Owner's satisfaction within the prescribed time.
- 15.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days after the date of the Bid opening.

PART 16. PERFORMANCE, PAYMENT AND WARRANTY BOND

- 16.1 The General Conditions set forth Owner's requirements for the Performance, Payment and Warranty Bond. When the Successful Bidder delivers the copies of the executed Agreement to owner, it shall be accompanied by the required Performance, Payment and Warranty Bond.

SPECIFICATIONS

Bennett-Watkins Fire Rescue - Station 93 - Fire Apparatus Storage Facility

Project Manager: Fire Chief Earl Cumley

Owner: Bennett Fire Protection District

- Building shall be designed and comply with all applicable codes, standards, and design requirements within the Town of Bennett, Colorado.
- One metal building 45'Lx45'Wx14'H sidewall to include gutters and downspouts.
- Site preparation, dirt work, and grading.
- Concrete foundation and pad to accommodate building size and weight of 78,000lb fire apparatus; 6" inch thick pad at 4500 psi. Pad must slope to the west doors for water runoff.
- Concrete apron must meet up with the original concrete pad in length and as wide as the new expansion building.
- Three R9.4 insulated or better garage doors with automatic openers and one row of glass panels 12'H x 10'W facing west.
- All garage doors must have safety devices with push button garage openers inside the building.
- One man door facing west on the northwest corner, with push button security lock.
- Building shall be insulated no less than R19 ceilings and R13 sides.
- Interior walls shall be finished with metal sheeting.
- Electrical shall include an exterior main disconnect, main panel located inside the building, 110v on all interior walls. sides of the structure and on the ceiling for drop down cords to meet city and state codes, with 1 outlet at 220v the rest to be 110.
- One forced air furnace installed in the northeast corner. Must meet required BTUs to cover the building square footage.
- Natural gas service installed to meet the requirements of installed appliances and fixtures.
- Lighting shall be all LED fixtures. Lighting must adequately cover the entire new structure.
- All applicable permits must be obtained by the company selected to build the building.

Substantial Completion Date: August 31, 2021.

Final Completion Date: September 15, 2021.

BID FORM

**To: Bennett Fire Protection District No. 7
355 4th Street
Bennett, CO 80102**

**PROJECT: Bennett-Watkins
Fire Rescue - Station 93 - Fire
Apparatus Storage Facility**

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES AND AGREES, if this Bid is accepted, to enter into Agreement in the form prescribed by Owner and included in the Contract Documents, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices.

BASE BID PRICE: _____ Dollars (\$_____).

The undersigned Bidder agrees to furnish the required Bond and enter into Agreement within TEN (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with specified requirements and in accordance with the following schedule (Bidder to enter number of days after date of Notice to Proceed for all of the following, unless number of days has already been entered):

1. Substantial Completion: August 31, 2021
2. Final Completion: September 15, 2021

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof,

Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner in accordance with the following:

- | | | |
|----|-----------------------------|---------------|
| 1. | Late Substantial Completion | \$250 Per Day |
| 2. | Late Final Completion | \$250 Per Day |

Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
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In submitting this Bid, it is understood that Owner reserves the right to reject any and all Bids, and it is understood that this Bid may not be withdrawn during a period of thirty (30) days after the scheduled time for the receipt of Bids.

The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid; (c) that he has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.

In connection with Bennett Fire Protection District No. 7's proposed New Building. Pursuant to Section 8-17.5-102(1), C.R.S., the undersigned prospective Contractor hereby certifies that, as of the date of this Certificate, it does not knowingly employ or contract with an illegal alien and it will participate in the E-Verify Program or the Department Program (as such term is defined in Section 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired to perform work under the Agreement.

The full names and addresses of parties interested in this Bid as principals are as follows:

Name

Address

SIGNATURE OF BIDDER

If an Individual: _____ [Signature]

Print or type name: _____

Doing business as: _____

Date: _____

If a Partnership: _____

By: _____ [Signature]
General Partner

Print or type name: _____

Date: _____

If a Corporation: _____

(a _____ Corporation)

By: _____ [Signature]

Print or type name: _____

Title: _____

Date: _____

Attest:

Title: _____

If Bidder is a joint venturer, all venturers or their authorized agents must sign below.

Name of Joint Venture: _____

If Joint Venture is:

If an Individual: _____ [Signature]

Print or type name: _____

Doing business as: _____

Date: _____

If a Partnership: _____

By: _____ [Signature]
General Partner

Print or type name: _____

Date: _____

If a Corporation: _____

(a _____ Corporation)

By: _____ [Signature]

Print or type name: _____

Title: _____

Date: _____

Attest:

_____, Secretary

MATERIAL AND EQUIPMENT SUPPLIER LISTING

The following information is submitted for each major supplier of material and each manufacturer and supplier of equipment for manufacturers and suppliers of major items of material, equipment and systems to be used in the Work if the Bidder is awarded the contract.

<u>Specification Section No.</u>	<u>Material or Equipment Description</u>	<u>Manufacturer and Supplier</u>
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The Surety who will be the surety on the Performance, Payment and Warranty Bond will be _____.

Signature

SUBCONTRACTOR LISTING

The following information is submitted for each subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All Work to be subcontracted over \$5,000 shall be listed.

**Amount of
Subcontract**

**Name and Address
of Subcontractor**

**Portion
of Work**

Signature

AGREEMENT

This Agreement is made as of this _____ day of _____, 2021, between the Bennett Fire Protection District No. 7, a quasi-municipal corporation and political subdivision of the State of Colorado (“State”) located in the Counties of Adams and Arapahoe (“District”) with a mailing address of 355 4th St, Bennett, Colorado 80102, and _____, a Colorado _____, with a mailing address of _____, _____ (“Contractor” and together with District, the “Parties” or either of the Parties, a “Party”).

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter set forth, District and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with the Contract Documents as identified in Section 18 for construction of a new metal building, including furnishing all construction -

plans and methods, construction management, labor, equipment and materials (generally referred to as the “Project”), and shall complete the Project, including any additional work authorized pursuant to Section 17, in accordance with the terms of this Agreement and the Contract Documents.

Section 2. Contract Price. District shall pay Contractor for the performance of work and completion of the Project the total price of _____ Dollars (\$ _____) (the “Contract Price”), subject to certain adjustments as herein provided, in accordance with the bid proposal submitted by Contractor. The Contract Price may be adjusted (i) for changes in the Contract Documents or for extensions of time to complete performance, if approved by District and Contractor as specified in Section 17; and (ii) for any additional work authorized pursuant to Section 17).

Section 3. Progress Payments. District will make progress payments monthly on account of the Contract Price in accordance with partial payment applications prepared by Contractor for work performed during the last monthly period and approved by Project Manager and District. Contractor shall submit partial payment applications for the last completed work period to Project Manager by the fifth (5th) day of each month. District shall authorize progress payments for the amount approved by Project Manager and District under such partial payment applications on or before the twentieth (20th) day of each month. Progress payments shall not constitute final acceptance of the work. District may withhold progress payments if: (i) Contractor’s performance is inadequate or defective and not remedied in accordance with Project Manager’s directions; (ii) Contractor does not make prompt and proper disbursements to subcontractors on receipt of progress payments from District; (iii) Contractor does not promptly pay for materials, labor or equipment furnished on the Project; (iv) claims or liens are filed on

the Project; or (v) in Project Manager's opinion, Contractor's performance is not progressing satisfactorily or completion of the Project is jeopardized or delayed.

Section 4. Retainage. An amount equal to five percent (5%) of each progress payment made on the Contract Price shall be retained by District. District shall pay the remaining amount of each progress payment to Contractor without retaining additional funds if, in the opinion of Project Manager and District, satisfactory progress is being made on the Project. Such retainage of the Contract Price shall be held by District until the Project is completed and finally accepted by District in accordance with the provisions hereof. District shall pay the full amount of such retainage to Contractor within sixty (60) days of final completion and acceptance, except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S. Any release of retainage to Contractor or a subcontractor prior to final payment shall, in addition to any other requirements of the Contract Documents, require written approval from the surety furnishing bonds pursuant to Section 13.

Section 5. Final Payment.

a. Upon completion of the Project and Contractor's submittal of notice thereof to Project Manager and District, Project Manager shall inspect the Project and reject any portion of performance not in conformity with the Contract Documents. Defective materials, equipment or work shall be remedied immediately by Contractor before final payment. District shall make final payment to Contractor within thirty (30) days after (i) final acceptance of performance by District as specified in Section 6 and (ii) receipt of Project Manager's confirmation to District that the Project has been completed satisfactorily. Final payment shall not, however, be due until Contractor has delivered to District a complete release of all claims or liens against the Project and has produced satisfactory receipts, waivers or lien releases indicating final and total payment to all subcontractors and persons who have furnished materials, labor and equipment on which a lien or claim might potentially be filed in form acceptable to District. District shall, no later than ten (10) days before final payment is made, publish a notice of final payment at least twice in a legal newspaper of general circulation in any county where the work was contracted for or performed pursuant to Section 38-26-107, C.R.S.

b. By making final payment, District waives all claims against Contractor, except those expressly declared to Contractor in writing or those arising out of: (i) defective performance appearing after final acceptance; (ii) performance in patent noncompliance with Contract Documents, unless expressly waived by District; (iii) outstanding claims of any nature, including but not limited to claims for property damage or personal injury arising during the construction period or liens or claims against the Project; or (iv) Contractor's failure to execute any warranty, guarantee or bond or to provide insurance or other indemnification required by the Contract Documents. By accepting final payment, Contractor waives all claims against District, except those expressly declared to District in writing received by District prior to final payment.

Section 6. Final Acceptance.

a. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by Project Manager, along with inspection by appropriate manufacturers' representatives and governmental officials pursuant to local, State and federal requirements as necessary. District shall have the right to determine the acceptability of Contractor's performance and conformance with the Contract Documents, which determination shall be conclusive and binding upon Contractor. Final acceptance by District is subject to the provisions of Section 5 and in no manner affects or releases any warranty or guarantee with Contractor or manufacturers or suppliers of Project equipment or materials.

b. When presented for final acceptance, the Project shall be delivered to District in complete compliance with the Contract Documents free from any lien, claim or encumbrance, whether in existence or subsequently established by law, statute, ordinance or otherwise. Notwithstanding the foregoing, nothing in the Contract Documents shall give Contractor or any subcontractor, laborer, supplier, manufacturer or other person or entity, either expressly or by implication, any right to assert a lien, claim or encumbrance against the Project.

Section 7. Commencement and Completion of Performance; Liquidated Damages.

a. Contractor shall commence performance upon receipt of written notice to proceed and shall diligently prosecute all work through completion. Unless an extension of time is granted by District as hereinafter set forth, Contractor shall substantially complete the Project on or before August 31, 2021 and shall finally complete the Project on or before September 15, 2021. For purposes of this Agreement, (i) "Substantial Completion" shall be the time at which the Project (or a specified part thereof) has progressed to the point where, in the opinion of Project Manager, the Project (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized by District for the purposes for which it is intended; and (ii) "Final Completion" shall be the time at which District accepts the Project upon confirmation from Project Manager and Contractor that the Project is totally complete in accordance with Contract Documents.

b. If Contractor fails to perform the Project within the above-referenced performance deadlines or any extension thereof (the "Performance Deadlines"), Contractor shall pay to District as liquidated damages (and not as a penalty) for ordinary and general damages and inconvenience (exclusive of any special damages such as, by way of example and not limitation, any liabilities to third parties) the sum of:

- | | | |
|-----------|-----------------------------|---------------|
| 1. | Late Substantial Completion | \$250 per day |
|-----------|-----------------------------|---------------|

2. Late Final Completion:

\$250 per day

These liquidated damages are based upon District's evaluation of its likely losses in the event the Performance Deadlines are not met. The liquidated damages herein established are agreed to by Contractor after full discussion of the implication of this Section. The failure to perform the work and complete the Project by the Performance Deadlines will cause significant damage to District. District and Contractor agree that such actual damages caused by Contractor's failure to meet the Performance Deadlines would reasonably likely include, without limitation, the costs for additional construction management and other District representative/employee time; the costs for third-party consultants' time; inefficiency and inconvenience damages to District's business operations; damages to District's reputation with third-parties (including governmental entities with regulatory jurisdiction over District), as well as other potential actual damages to District reasonably associated with the subject matter of this Agreement. Contractor acknowledges that the liquidated damages established herein are a reasonable pre-estimate of the detriment District will suffer in the event Contractor fails to perform the work and complete the Project by the Performance Deadlines and, after a full discussion of the implications of this section, further acknowledges that it would be impractical and extremely difficult to estimate precisely the damages that District might suffer by reason of Contractor's failure to perform the work and complete the Project by the Performance Deadlines. The liquidated damages established herein are intended to be and are cumulative and shall be in addition to any other remedy enforceable at law under this Agreement. Liquidated damages do not include any sums of money to reimburse District for extra costs which District may become obligated to pay on other contracts, which are delayed or extended because of Contractor's failure to perform the work and complete the Project by the Performance Deadlines. Should District incur such other additional costs because of delays or extensions to other contracts resulting from Contractor's unexcused failure or delay in performance, District will assess any such extra costs against Contractor in addition to the liquidated damages provided for herein.

c. No extension of time to complete performance shall be granted under normal circumstances. Extensions of time to complete performance may be authorized by District in its sole discretion for any actual period of delay on an occurrence basis for: (i) adverse weather or climatic conditions not reasonably anticipated; (ii) major labor disputes; (iii) acts of God; (iv) detrimental acts of District; (v) acts of another contractor in the performance of related work under a separate contract with District; (vi) delays resulting from the intervention of governmental agencies in the performance of work on the Project, if not caused by Contractor or its subcontractors; or (vii) other extraordinary circumstances beyond Contractor's reasonable control. Foreseeable weather delays and delays or failures in delivery of equipment or materials shall not constitute cause for an extension of time to complete performance or for an adjustment to the Contract Price. Any request for an extension of time to complete performance shall be submitted in writing to Project Manager for District's approval

within ten (10) days after such occurrence and shall be accompanied and supported by a schedule analysis based on the critical path method, which shows how and where the delay occurred on the then-critical path and its effect on any milestone date or the date of Substantial Completion. The decision of District shall be conclusive and binding upon Contractor.

Section 8. Default. District may give written notice of grounds for default to Contractor at any time if: (i) Contractor fails to perform in an adequate or specified manner or proceeds in willful violation of the Contract Documents or terms of this Agreement, as determined by Project Manager or District; (ii) Project Manager advises District that performance of work on the Project is being delayed unnecessarily or that Contractor is executing its responsibilities in bad faith or contrary to the intent of this Agreement; (iii) performance is not fully completed within the period of time specified for completion under Section 7; (iv) work to be performed by Contractor is assigned without District's consent; (v) Contractor is insolvent or files for bankruptcy; (vi) Contractor makes a general assignment of assets for the benefit of creditors; (vii) a receiver is appointed for Contractor; or (viii) other serious and reasonable cause exists which jeopardizes completion of the Project. If Contractor does not remedy or otherwise correct the grounds for default within such period of time as specified by District, District may terminate this Agreement and direct Contractor to discontinue any further work on the Project, and Contractor shall immediately stop all work on the Project and forfeit all rights under this Agreement. District, in its discretion, may complete the Project, or may request the surety of Contractor to complete the Project, or may contract with others to complete the Project at the expense of Contractor and its surety. Any increase in costs over the Contract Price and any special damages incurred by District as a consequence of such default, including reasonable attorneys' fees, shall be paid and satisfied in full by Contractor and its surety.

Section 9. Termination. At any time District may, without cause and without prejudice to any other right or remedy hereunder, elect to terminate this Agreement. In such event, District shall give written notice of Project termination to Contractor at least five (5) days in advance of the Project termination date. Such notice may include specific instructions as to work to be completed and other winding-up matters. In the absence of any contrary instructions, Contractor shall place no further orders or subcontracts, shall terminate all orders and subcontracts to the extent they relate to terminated work, and shall stop work on the date and in accordance with directions specified in the notice. Contractor shall cooperate with District to transfer all of Contractor's rights and interests in any orders, subcontracts or work as directed by District. District shall pay Contractor for the performance of all work through the Project termination date and for such additional amounts as, in the opinion of Project Manager, are reasonable to compensate Contractor for the termination of this Agreement. Final payment to Contractor shall be made in accordance with Section 5.

Section 10. Taxes, Licenses, Permits, Regulations and Illegal Aliens.

a. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law, except for sales and use taxes from which District or the Project are exempt, and shall obtain all licenses and permits necessary for completion of the Project, including payment of all fees, unless otherwise specified by the Contract Documents or Project Manager. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, State or federal, relating to the performance of work on the Project and particularly for compliance with those laws concerning the environment, stormwater management permits, workmen's compensation, safety and health, labor, immigration and equal employment opportunity. District shall, upon request, furnish Contractor with a copy of its certificate of sales and use tax exemption. District shall not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which District or the Project are exempt.

b. Contractor certifies that Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Contractor represents, warrants and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall: (i) notify the subcontractor and District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., District may terminate this Agreement for breach, and Contractor shall be liable for actual and consequential damages to District. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to District.

c. Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that Contractor (i) is a citizen of the United States or

legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

Section 11. Indemnification. Subject to Section 13-21-111.5(6), C.R.S., Contractor shall indemnify, defend and hold District, and its officers, directors, employees, agents, engineers and attorneys, harmless from and against all costs, claims, damages, judgments, losses and expenses of every nature, including reasonable attorneys' fees, arising at any time from any act or omission of Contractor, its employees, subcontractors and their employees, and all other persons directly or indirectly involved in or performing work for Contractor on the Project (other than District and any other third party while under the control or supervision of District).

Section 12. Insurance. During the term of this Agreement, Contractor shall: (i) maintain all insurance required by the State Workmen's Compensation Act or any other employee benefit law; (ii) provide broad form general liability and property damage insurance in the minimum amount of \$1,000,000 for bodily injury, death or damage to property of any person, and \$2,000,000 for bodily injury, death or damage to property of more than one person, or such other greater amounts as may be specified in the Contract Documents for injuries, death or damages which may arise out of or result from Contractor's acts or omissions in performing the Project work, designating District and Project Manager as "additional insureds" thereunder; and (iii) unless otherwise waived by District in writing, furnish builders risk insurance for protection against damage, explosion, fire, vandalism, theft and other dangers ordinarily included under such coverage, including loss of use resulting therefrom, to the full insurable value of all property, structures, equipment and material of District within Contractor's control, designating District as "loss payee" thereunder. Contractor shall file certificates of insurance coverage satisfactory to District prior to commencement of performance. Such certificates shall provide that coverages afforded thereunder shall not be cancelled until at least thirty (30) days' prior written notice has been given to District.

Section 13. Performance, Payment and Warranty Bond. Prior to commencement of performance, Contractor shall provide to District a general performance, payment and warranty bond executed by Contractor and an acceptable corporate surety, or collateral approved by District, in the full amount of the Contract Price, including provisions for any adjustment of the Contract Price in accordance with the terms of this Agreement. Such bond shall expressly guarantee: (i) faithful performance of this Agreement and completion of the Project in complete compliance with the Contract Documents; (ii) repair and replacement, if required, or payment of the costs of all defective equipment, materials and work performed on the Project or as provided under any warranty, guarantee or other Contract Document for the full warranty and guarantee period; and (iii) payment to all persons performing labor and furnishing

materials, supplies, tools and equipment in connection with the Project. Contractor shall obtain such bond on District's behalf separate and apart from any similar bond or surety or warranty agreement entered into independently between District and any manufacturer or supplier. District may, in its discretion, require that the bond guaranteeing payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project be separate from the bond guaranteeing performance and warranting the work. Notwithstanding anything contained within the bonds to the contrary, such bonds are required, in part, by and shall comply with the minimum requirements of Section 38-26-106, C.R.S.

Section 14. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to District all workmanship, equipment and materials on or made a part of the Project and its structures for a period of two (2) years following Final Completion of the Project. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with the Contract Documents. If any defect in workmanship, equipment or materials arises, Contractor shall remedy or otherwise correct such defect without cost to District within such reasonable period of time as specified by District in writing. If Contractor fails to repair such defect within such period of time as is specified by District, District may repair such defect or contract for such repairs at the expense of Contractor and its surety. The performance bond specified in Section 13 shall remain in full force and effect during the period of this warranty and guarantee, including any period necessary to remedy or otherwise correct any defects. Contractor shall provide such warranty and guarantee on District's behalf separate and apart from other warranties, guarantees and surety agreements entered into independently between District and any manufacturer or supplier.

Section 15. Subcontractors, Suppliers and Others. Contractor shall, prior to commencement of performance, submit a list of all major subcontractors, suppliers, and other individuals or entities to be engaged to work on the Project for District's reasonable acceptance (either in writing or by failing to make written objection thereto within ten (10) days after such submission). Contractor shall not substitute any subcontractor, supplier, or other individual or entity previously accepted by District without District's prior written consent, which shall not be unreasonably withheld. District's acceptance of any such subcontractor, supplier, or other individual or entity so identified may be withheld or revoked on the basis of reasonable objection after due investigation. In such event, Contractor shall submit an acceptable replacement for the rejected subcontractor, supplier, or other individual or entity, and the Contract Price may be adjusted by any reasonable difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by District of any such subcontractor, supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of District or Project Manager to reject defective work.

All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement and the Contract Documents. Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors, suppliers, or other individuals or entities. Upon receipt of progress and final payments from District, Contractor shall disburse the same immediately to subcontractors, suppliers, and other individuals and entities without any requirement of District to supervise the same. No contractual relationship shall exist between District and any subcontractor, supplier, or other individual or entity because of the subcontracting of any part of the Project work.

Section 16. Project Manager. Official authority for the administration of all performance under this Agreement is hereby delegated to ~~James Woods~~ Fire Chief Earl Cumley who is referred to herein as the “Project Manager,” unless otherwise provided in the Contract Documents. Throughout the construction period, Project Manager, or such other duly authorized representative of District, may inspect the Project and shall consult with Contractor in regard to any inquiries, directions or interpretations of the Contract Documents.

Section 17. Appropriations; Change Orders. This Agreement is subject to Section 24-91-103.6, C.R.S., and in accordance therewith:

a. District represents that it has appropriated money equal to or in excess of the Contract Price for the work.

b. District shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable work to be performed that will cause the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Contract Price and any subsequent appropriations, unless:

1. Contractor is given written assurance by District that lawful appropriations to cover the costs of the additional work have been made and are available prior to performance of the additional work; or

2. Such additional work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from District explaining the expected sources of funding for the additional work. In the event District does not provide such written assurance reasonably satisfactory to Contractor within five (5) days of Contractor’s request, Contractor may stop work until such time as District provides satisfactory assurances. Contractor’s acceptance of a Change Order in accordance with any assurances provided under this paragraph shall not limit or restrict Contractor from making a claim under the Contract Documents for an adjustment in the Contract Price or the Performance Deadlines or otherwise for expenses or damages directly attributable to Contractor’s stoppage of the work as permitted hereunder.

c. For any Change Order or other directive (other than a clarification) that requires additional compensable work to be performed, District shall reimburse Contractor for Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to District for the additional compensable work to be performed.

Section 18. Contract Documents. The Contract Documents comprise the entire agreement and contract between District and Contractor and consist of (i) this Agreement and any exhibit or addendum hereto; (ii) any documents furnished to Contractor by or at the request of District in connection with the Project, including but not limited to notice to bidders, instructions to bidders, bid bond form, bid proposal, performance, payment and maintenance bonds, notice of award, notice to proceed, specifications, plans, drawings and special conditions, and any addendum to such documents; and (iii) any modifications, change orders or other such revisions approved by the Parties in writing or duly authorized after the execution of this Agreement.

Section 19. Report of Differing Conditions. If Contractor believes that any technical data on which Contractor is entitled to rely is inaccurate, or any physical condition differs materially from that indicated, reflected or referred to in the Contract Documents, Contractor shall promptly, after becoming aware of such condition and before performing any further work in connection with the Project, notify Project Manager and District in writing about such inadequacy or difference.

Section 20. Amendment. This Agreement may be amended, from time to time, by agreement between the Parties. No amendment, modification or alteration of this Agreement shall be binding upon the Parties unless the same is in writing and approved by the duly authorized representatives of each Party. No document executed subsequent to this Agreement shall be interpreted to amend, modify or alter the terms of this Agreement, unless express reference to amending the terms of this Agreement is made in such document.

Section 21. Colorado Labor. If the Project is financed in whole or in part by funds of the State or any county, school district or municipality of the State, Colorado labor shall be employed to perform at least eighty percent (80%) of the work, unless such requirement is waived by the District in accordance with Section 8-17-101(1), C.R.S. "Colorado labor" means any person who is a resident of the State at the time of the Project. A "resident of the State" is a person who can provide a valid Colorado driver's license, a valid State-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days.

Section 22. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or

unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 23. Waiver. No waiver by either Party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 24. Remedies. None of the remedies provided to either Party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such Party may then be entitled. Every obligation assumed by, or imposed upon, either Party shall be enforceable by any appropriate action, petition or proceeding at law or in equity, including specific performance. This Agreement shall be construed in accordance with the laws of the State of Colorado and particularly those relating to governmental contracts.

Section 25. Counterparts; Electronic Signatures; Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 *et seq.*, C.R.S. This Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of this Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

Section 26. Entirety. This Agreement and all other Contract Documents constitute the entire agreement between the Parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement and the other Contract Documents.

Section 27. Conflicting Provisions; Grant Requirements Control; Interpretation. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions. If the Project is financed in whole or in part by a federal or State grant, any provision of the Contract Documents that is in conflict with the terms of such grant shall be inapplicable. Subject to the foregoing provisions of this Section, to the extent the Parties need guidance on a matter that is not

addressed by the Contract Documents, such matter shall be governed by the pertinent provisions, if any, contained in the General Conditions.

Section 28. Assignment. Contractor shall not, at any time, assign any interest in this Agreement to any person or entity without the prior written consent of District. The terms of this Agreement shall inure to and be binding upon any successors and assigns of the Parties.

Section 29. Time. Unless otherwise expressly provided, any reference herein to days shall mean calendar days. All times stated in this Agreement are of the essence.

Section 30. Notice. Any notice required hereunder shall be in writing delivered to the applicable Party at the address set forth at the beginning of this Agreement or as changed pursuant to the provisions of this Section.

Section 31. Section Headings. The section headings in this Agreement and any other Contract Documents are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections which they introduce, and shall have no bearing on the construction of the sections which they introduce.

Section 32. No Third Party Beneficiaries. The Parties to this Agreement do not intend to extend any benefits to any person not a Party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any rights, legal or equitable, to enforce or rely on any provision of this Agreement.

Section 33. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

BENNETT FIRE PROTECTION DISTRICT
NO. 7

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF COLORADO)
)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2021~~17~~, by Royce Pindale as President and Steve Dambroski —as Secretary of the Bennett Fire Protection District.

My commission expires: _____

Notary Public

CONTRACTOR

By: _____

Name: _____

Title: _____

STATE OF COLORADO

)
)
)
)
)

ss.

COUNTY OF _____

The foregoing Agreement was acknowledged before me this _____ day of _____, ~~2017,2021~~ by _____ as _____ of _____, Contractor.

Witness my hand and official seal.

My commission expires: _____

Notary Public

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____ (full legal name and address of Contractor) as Principal, hereinafter called Principal, and

_____ (full legal name and address of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto the Bennett Fire Protection District No. 7 and its Assignee as Obligees, hereinafter called Owner, in the amount of _____ Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Contract dated _____, 2021- , entered into an Agreement with Owner for purchase the Bennett-Watkins Fire Rescue - Station 93 - Fire Apparatus Storage Facility, located at 825 Shari's Ct., Bennett, CO, 80102, which Agreement is by reference expressly made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration of the Agreement, changes and extensions of time. Surety and Principal agree that the penalty amount of this performance bond shall automatically increase should the contract amount increase as a result of changes.

Whenever Principal shall be, and declared by Owner to be in default under the Agreement, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions using a contractor acceptable to Owner or, at the sole discretion of the Owner, the parties may proceed as described below.

2. Surety shall obtain a Bid or Bids for completing the Agreement in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible and acceptable Bidder, Owner may, in its sole discretion, enter into an agreement between such Bidder and Owner, and Surety shall make available as Work progresses (even though there should be a default or a succession of defaults under the Agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as that amount may be increased to reflect increases in the contract amount due to added work;

provided, however, that Owner shall be entitled to recover from Surety its costs and attorneys' fees incurred in enforcing its rights herein and under the Agreement over and above the penal sum of this bond. The term "balance of the Agreement price" as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Agreement and any Agreement Change Orders thereto, less the amount properly paid by Owner to Principal and less any damages suffered by Owner due to Principal's default.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the Warranty provided for in the Agreement expires and shall be brought in a state court of competent jurisdiction in the county in which Project is located, and not elsewhere.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 2021—.

Witness:

Principal:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness:

Principal:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ (full legal name and address of Contractor) as Principal, hereinafter called Principal, and _____ (full legal name and address of Surety) as Surety, hereinafter called Surety, are held, and firmly bound unto the Bennett Fire Protection District No. 7 and its Assignee as Obliges, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written contract dated _____, 20____, entered into an Agreement with Owner for the Bennett-Watkins Fire Rescue - Station 93 - Fire Apparatus Storage Facility, 825 Shari's Court, Bennett, CO, 80102, which Agreement is by reference expressly made a part hereof, incorporated herein by reference and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if. Principal 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 Agreement, 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 Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Agreement, labor and material being construed to include, among other things, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement.
2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full for Work or labor done or performed, or materials furnished by such claimant shall be paid by Surety, and any such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or 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) After the expiration of six (6) months following the date on which Principal ceased Work on said Agreement, 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.
 - (b) 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, 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 or verified statements of claims which may be filed of record, whether or not claim for the amount of such lien or claim be presented under and against this bond.

Signed and sealed this _____ day of _____, ~~20~~2021.

Witness:

Principal:

By:

By:

Name:

Name:

Title:

Title:

Witness:

Principal:

By:

By:

Name:

Name:

Title:

Title: