**ON THE VERY FINAL VERSION OF THIS DOCUMENT, WHEN RJM ADVISES YOU TO DELETE THE REDLINING/STRIKEOUTS, YOU MUST:**

**(1) SAVE THIS DOCUMENT UNDER A NEW DOCUMENT # (NOT A NEW "VERSION")**

**(2) ON THE PROFILE SCREEN, PUT "School Board - Construction Contract -**

**FINAL - WITHOUT REDLINING/STRIKEOUT"**

**(3) DELETE THE "DRAFT DATE" FROM THE FOOTER, BUT LEAVE IN THE DOCUMENT #**

**THIS DOCUMENT HAS AUTOMATIC FORMAT IN THE TABLE OF CONTENTS -- PLEASE DO NOT MAKE ANY CHANGES THERE. IT WILL BE AUTOMATICALLY DONE.**

**before making changes: please see Colleen Laplant or Marjorie C.**

**THIS AGREEMENT** made and entered into this       day of     ,      by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Hereinafter referred to as "**Owner**" and

(Hereinafter referred to as "**Contractor**").

**WHEREAS,** Owner is the owner of certain real property located in Broward County and Owner desires to have:

Construct precast concrete 24 classroom addition and bus loop extension

Constructed pursuant to drawings, specifications and other design documents prepared by

(Hereinafter referred to as **Project Consultant**).

**WHEREAS,** the Contractor is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

**NOW THEREFORE,** in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Contractor, the parties agree as follows:

**ARTICLE 1. ENTIRE AGREEMENT**

1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

**ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.**

2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.02 The Drawings:

|  |  |
| --- | --- |
| **Drawing Number** | **Drawing**  **Title** |
| COVER | Cover, Index of Drawings |
| SH-1  SH-2  PH-100  C001  C002  C101  C102  C103  C104  C105  C106  C107  C201  C501  C502  C503  TD-1.3  TD-2.3  TD-3.3  L-1.3 | Boundary & Topographic Survey  Boundary & Topographic Survey  Proposed Project Phasing Plan  General Notes & Specifications  General Notes & Specifications  Overall Site Plan  Enlarged Site Demolition Plan  Geometry Plan  Grading & Drainage Plan  Water Distribution, Fire Protection & Sewage Collection System Plan  Signage & Pavement Marking Plan  Storm Water Pollution Plan  Typical Pavement Sections & Drainage Structure Schedule  Water Details  Water Details  Details  Tree Disposition Plan  Tree Disposition Plan  Tree Disposition Plan  Landscape Plan |
| L-2.3  L-3.3  IR-1.3  IR-2.2  IR-3.3  S-1  S-2  S-3  S-4  S-5  S-6  S-7  S-8  AS101  AS102  AS103  AS104  AS105  AS106  AS107  A000.1  A001  A002  A101  A102  A103  A104  A105  A106  A107  A108  A109  A201  A301  A302  A401  A402  A403  A404  A405  A501  A502  A503  A504  A505  A506  A601  A602  A603  P001  P101  P102  P103  P201  P202  P301  P302  P303  FP001  FP101  FP102  FP201  M001  M101  M102  M103  M201  E001  ES101  ES102  E101  E101P  E101P2  E102  E103  E104  E105  E106  E201  E301  E302  E401  E402  E501  E502  E503 | Landscape Plan  Landscape Plan  Irrigation Plan  Irrigation Plan  Irrigation Details  Foundation & Ground Floor Framing Plan  Typical Second Floor Framing Plan  Roof Framing Plan  Sections  Sections  Details  Details  Structural Notes, Roof Wind Diagram  Site Plan  Enlarged Site Demolition Plan  Enlarged Site Demolition Plan  Enlarged Site Plan  Enlarged Site Plan  Site Details  Playcourt Plan & Details  General Notes  First Floor Life Safety Plan  Second Floor Life Safety Plan  First Floor Plan  Second Floor Plan  Roof Plan  First Floor Reflected Ceiling Plan  Second Floor Reflected Ceiling Plan  First Floor FF&E Plan  Second Floor FF&E Plan  Floor Pattern Plan – First Floor  Floor Pattern Plan – Second Floor  Exterior Building Elevations  Building Sections  Wall Sections  Enlarged Toilet Plans  Toilet Interior Elevations  Classroom Interior Elevations & Millwork Details  Enlarged Stair & Elevator Plans  Stair & Elevator Sections  Wall Assembly Types  Roof Details  Details  Door and Windows Details  Exterior Panel Elevations  Exterior Panel Elevations  Door Schedules, Door & Window Details  First Floor Signage Plan  Second Floor Signage Plan  Plumbing Notes/ Legend  First Floor Plumbing Plan  Second Floor Plumbing Plan  Roof Plumbing Plan  Enlarged Core Area Plumbing Sanitary Plans  Enlarged Core Area Plumbing Sanitary Plans  Sanitary Riser Diagrams  Water Riser Diagrams  Plumbing Details  Fire Protection Notes/ Schedules  First Floor Fire Protection Plan  Second Floor Fire Protection Plan  Fire Protection Details  Mechanical Notes/ Legend/ Schedules  First Floor Mechanical Plan  Second Floor Mechanical Plan  Mechanical Roof Plan  Mechanical Sections/ Details  Lighting Fixture Schedule, Legend & General Notes  Site Electrical Plan  Site Canopy Lighting Plan  First Floor Lighting Floor Plan  Typical Floor Photometric Plan  Stair Photometric Plan  Second Floor Lighting Floor Plan  First Floor Power Floor Plan  Second Floor Power Floor Plan  First Floor System Floor Plan  Second Floor System Floor Plan  Enlarged Plans  Electrical Riser Diagram & Notes  Fire Alarm & System Riser Diagrams & Notes  Electrical Panel Schedules  Electrical Panel Schedules  Electrical Notes/ Details  Details  Typical Classroom Telecommunications Plan Sheet E-1.W |
|  |  |
|  |  |

2.03 The Project Manual:

Division 0 – Documents

Division 1 – General Requirements

Division 2 – Site Work

Division 3 – Concrete

Division 4 – Masonry

Division 5 – Metals

Division 6 – Wood & Plastic

Division 7 – Thermal & Moisture Protection

Division 8 – Doors & Windows

Division 9 – Finishes

Division 10 – Specialties

Division 11 – Equipment

Division 12 – Furnishings

Division 13 – Special Construction

Division 14 – Conveying Systems

Division 15 – Mechanical

Division 16 – Electrical

Division 17 – Communications

**ARTICLE 3. CONTRACT SUM**

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of:

|  |  |
| --- | --- |
| Dollars | $ XXX.XX |

This shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

**ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

**4.03 Required date(s) of Substantial Completion**

4.03.01 The Contractor shall accomplish Substantial Completion of the Work on or before:

|  |
| --- |
|  |

4.03.02 Preceding Substantial Completion, the following Milestone Dates are required to commence and be completed as follows:

**Required Substantial**

**Phase Commencement Date: Completion Date**

**Precast Shop Drawings Notice to Proceed December 23, 2016**

**Sitework/ Foundations Notice to Proceed March 10, 2017**

**Tilt-up Walls December 24, 2016 March 10, 2017**

**Building Dried-In December 24, 2016 April 21, 2017**

**HVAC System Start-up April 21, 2017 May 5, 2017**

**4.04 Liquidated Damages for Substantial Completion:**

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.02 In the event more than one Milestone is involved, then the liquidated damages due for each Milestone shall be as follows:

Each Milestone Five Hundred Dollars $500.00 per day

4.04.03 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

**ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

5.01 **Substantial Completion:**

5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 **Final Completion:**

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entitles, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

|  |  |
| --- | --- |
| Dollars | $ 500 |

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one Milestone Date; the final completion date and liquidated damages amount for each Milestone Date shall be as follows:

Each Milestone Five Hundred Dollars $500.00 per day

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.

5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

**ARTICLE 6. TIME AND DELAYS.**

6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.

6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.

6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.

6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.

6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.

6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.

6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.

6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.

6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.

6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.

6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.

6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

**ARTICLE 7. CONTRACT BONDS**

7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.

7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.

7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.

7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor’s Insurance.

7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

**ARTICLE 8. NOTICES**

8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

|  |  |  |
| --- | --- | --- |
| **Party:** |  | **Address:** |
| Owner: | Superintendent of Schools  The School Board of Broward County, Florida | 600 SE Third Avenue  Ft. Lauderdale, FL 33301  Attn: Robert W. Runcie |
| With Copies To: | Project Manager  Office of Facilities and Construction  The School Board of Broward County, Florida  AND  Director  Procurement & Warehousing Services  The School Board of Broward County, Florida | 3775 SW 16th Street  Ft. Lauderdale, FL 33312  Attn: Steve Jones  Mary C. Coker  Procurement & Warehousing Services Department  7720 W. Oakland Park Blvd. Suite 323  Sunrise, Florida 33351 |
| Contractor: |  |  |
| Surety: |  |  |
| Surety’s Agent: |  |  |
| Project Consultant: |  |  |

8.02 These addresses may be changed by either of the parties by written notice to the other party.

**ARTICLE 9. CONTRACTOR’S RESPONSIBILITIES**

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

**In witness thereof,** the said Contractor, , and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| OWNER | |  | CONTRACTOR | |
|  | |  |  | |
| **THE SCHOOL BOARD OF BROWARD**  **COUNTY, FLORIDA** | |  |  | |
| SEAL | |  | SEAL | |
| By: |  |  | By: |  |
|  | Dr. Rosalind Osgood,  Chair |  |  | (Printed Name and Title) |
|  | |  |  | |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Attest Secretary |  |  | Witness or Attest Secretary (Contractor) |
|  |  |  |  |  |
|  | Robert W. Runcie  Superintendent of Schools |  | By: | (Printed Name and Title) |
|  |  |  |  |  |
|  |  |  |  |  |
|  | |  |  | |
| Approved as to Form and Legal Content By: | |  |  | |
|  |  |  |  | |
|  | Office of the General Counsel |  |  | |

**CONTRACTOR NOTARIZATION**

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

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of the Contractor.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are personally known to me or produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification and did/did not first take an oath.

My commission expires:

(SEAL)

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

Signature – Notary Public

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

Printed Name of Notary

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

Notary’s Commission No.

**SURETY ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

|  |  |  |
| --- | --- | --- |
|  | **SURETY**: |  |
|  | **By:** |  |
|  | **Its:** |  |
|  |  |  |
|  | **Date:** |  |

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

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of the Surety.

He/she is personally known to me or produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification and did/did not first take an oath.

My commission expires:

(SEAL)

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

Signature – Notary Public

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

Printed Name of Notary

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

Notary’s Commission No.

**END OF DOCUMENT**