**BID: Escanaba WWTP Improvements – Asbestos Removal 2021
(Project #18-0175)**

**TO BIDDERS: 6/9/2021**

**RFP OPENING: 7/13/2021 @ 2:00 p.m. EST**

**ADVERTISED: 6/12/2021**

**INVITATIONS TO**

**BID SENT TO: THREE (3)**

Pearson Asbestos Abatement Inc.

2715 Danforth Road

Escanaba, MI 49829
admin@pearsonasb.com

Trimedia Environmental & Engineering

830 W. Washington St.

Marquette, MI 49855
hello@trimediaee.com

Asbestos Removal

3142 S. Ridge Road

Green Bay, WI 54304

920.336.2002

**INDEX TO CONTRACT DOCUMENTS**

Notice to Bidders

Specifications

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Certificate of Grantee/Borrowers Attorney

# **NOTICE TO BIDDERS**

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m. EST, on: **Tuesday, 7/13/2021.**

The bids will be publicly opened and read in Room 101 in the City Hall located at 410 Ludington Street, Escanaba, Michigan at said date and time.

Bidder’s proposals, and/or specifications may be obtained from the office of the City Clerk, located at 410 Ludington Street, Escanaba, Michigan, 49829. No bids will be considered unless the proposal form and /or specifications (furnished by the City of Escanaba, Michigan), are properly completed and enclosed in a sealed envelope, marked:

**Escanaba WWTP Improvements – Asbestos Removal 2021**

In addition, the City of Escanaba, Michigan will not consider any proposal which has not been received prior to the published time, date, and year of bid opening. (FAX transmittals will not be accepted.)

***A Certified Check, Cashier’s Check, or Bidder’s Bond, drawn payable, without condition, to the City of Escanaba, Michigan, in an amount not less than 10% of the bid, will be submitted with each proposal as a guarantee that if the bid is accepted, the bidder will furnish materials or services as stated in his or her proposal. On failure of the successful bidder to fulfill the conditions of his or her proposal, he or she shall forfeit said deposit to the City of Escanaba, Michigan as liquidated damages. The acceptance of the proposal will be contingent upon the bidder’s acceptance of this provision.***

The City of Escanaba, Michigan reserves the right to reject any or all bids, or any part thereof at its discretion, and to waive any irregularities in the bidding. The City of Escanaba, Michigan may also split bids at its discretion. The City further reserves the right to negotiate directly with any and all bidders concerning any matter related to any bid.

All City of Escanaba, Michigan bids are prepared to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba, Michigan assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of bids.

Jeff Lampi

Water –Wastewater Superintendent

City of Escanaba

##  Escanaba WWTP Improvements – Asbestos Removal 2021

## Specifications:

See check list in minimal requirements for specifications. Please note that all work should comply with state rules and regulations for removal of asbestos.

**General Information:**

The City of Escanaba is receiving **proposals for the Removal and Containment of asbestos in the area of the Existing Primary Settling facility and in areas adjacent to other Work indicated in the Existing Overall Site Plan (Attachment 01).** The following specifications outline the requirements for a successful proposal. All delivered items and construction will take place at the Escanaba Wastewater Treatment Plant located at 1900 Willow Creek Road, Escanaba, Michigan.

It is our intention within this RFP to safely remove and contain asbestos materials from demolition areas included in the Escanaba SRF Project, Wastewater Treatment Plant Improvements #18-0175 (see Attachment 01). This proposal will include the removal and disposal of asbestos materials slated for demolition within the Existing Primary Settling facility\*\* and removal and disposal of fittings and joints removed by the general contractor which contain asbestos materials. **A preliminary report detailing hazardous materials is included as Attachment 02.** Please see the minimal specifications check list for more details.\*\*\*

\*\*New Primary Settling area must be constructed and operational before decommissioning of Existing Primary Settling facility may occur.

\*\*\*Coordination with the General Contractor of the SRF Wastewater Treatment Plant Improvements Project is required.

**Escanaba WWTP Improvements – Asbestos Removal 2021**

**Minimal proposal requirements:**

*Please check each item that is achievable in your proposal and provide a written explanation if you are not able to fulfill any requirement.* ***Please return this page with RFP.***

***Removal and Disposal of Asbestos Materials in Existing Primary Settling Area***

1. \_\_\_\_\_\_\_\_\_Confirm extent of work to be needed on 1931 Control Building and other Work areas
2. \_\_\_\_\_\_\_\_\_Remove and dispose of pre-1980 Admin. Building drywall, floor tile and mastic
3. \_\_\_\_\_\_\_\_\_Remove and dispose of 1931 Control Building window glazing, caulk, and windows

***Disposal of Asbestos-Containing Fittings***

1. \_\_\_\_\_\_\_\_\_Dispose of fittings and valves removed by General Contractor in Project #18-0175 which contain asbestos flange gasket *(recommend unit cost as quantity and size may vary)*

***Specifications for all work at Wastewater Treatment Plant***

1. \_\_\_\_\_\_\_\_\_ Review #18-0175 project areas **(Attachment 01)** and preliminary review of Hazardous Materials **(Attachment 02)**
2. \_\_\_\_\_\_\_\_\_ Specify and provide written documentation concerning length of time and terms of **warranty on workmanship**
3. \_\_\_\_\_\_\_\_\_Provide any additional comments for additional needs within the RFP
4. \_\_\_\_\_\_\_\_\_Furnish necessary licenses and certifications necessary for work included in RFP
5. \_\_\_\_\_\_\_\_\_Any and all required building permits and or required building inspections will be included in the cost of the RFP, and will be conducted, coordinated, and implemented by the contractor.
6. \_\_\_\_\_\_\_\_\_Contractor will insure that all work done on site, along with all equipment provided & installed will be in compliance with all current MI-OSHA rules and regulations.
7. \_\_\_\_\_\_\_\_\_All work to be done in a workman like manner according to standard practices
8. \_\_\_\_\_\_\_\_\_All work must be scheduled with the Wastewater Superintendent well in advance of project date, so as not to disrupt the effective operations and services of the Wastewater Plant.
9. \_\_\_\_\_\_\_\_\_ Provide Company’s certifications and references for like work
10. \_\_\_\_\_\_\_\_\_Completion date: **Between August 1, 2021 and October 30, 2021,** depending on progress of construction. Work needs to be scheduled with contractor on site. Please provide expected date of competition when available.\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE COMPLETE AND RETURN THE MINIMAL PROPOSAL RQUIREMENTS FORM SUPPLIED.**

*Please provide any additional information required*

**Site Visit: (Mandatory for Acceptance of bid)**

A Mandatory site meeting will be conducted.

 Date: **06/22/2021 @ 1:00 p.m. EST**

 Location: Escanaba Wastewater Treatment Plant

 1900 Willow Creek Road

 Escanaba, MI 49829

The City of Escanaba Wastewater Department shall not be deemed responsible for any shortcomings of the work to be performed. It shall be the contractor’s responsibility to notify the owner of any shortcomings within this request for proposal. **A site visit is mandatory on the date stated above.**

 It is the contractor’s responsibility to insure that correct measurements and calculations have been made as per the proposal. It shall the contractor’s responsibility to include any and all hardware such as bolts, nuts, gaskets, spacers, and adapters to connect into existing plumbing.

Please insure you sign in on the site visit log book upon completion of your pre-bid site inspection.

**CONTRACTOR QUALIFICATIONS**

For the purpose of evaluating bids, consideration will be given to quality of product, bid price, and also contractors’ qualifications.

All vendors shall include a list of at least three references, preferably municipalities, which the City of Escanaba may contact regarding the vendor’s performance. Upon request, the vendor shall also furnish a written statement of its qualifications for the proposed work and a list of work completed on similar projects. The Contractor shall be a licensed Michigan Contractor.

**INSURANCE**

The Contractor shall provide the City of Escanaba with the following evidence of insurance before the commencement of the work:

**Workers Compensation**

Coverage A Statutory-Michigan

Coverage B $100,000

**Comprehensive General Liability**

Bodily Injury $1,000,000 Combined Single Limits (minimum)

Property Damage $1,000,000 Combined Single Limits (minimum)

**Comprehensive Auto Liability**

Auto Liability $1,000,000 Combined Single Limits (minimum)

The City of Escanaba shall be named as “additional insured” on all certificates. All policies affording coverage under the insurance requirements shall further be endorsed to provide a ten (10) day notice to be delivered to the city of Escanaba before any coverage’s are either reduced or cancelled.

**WORKMANSHIP**

1. All work will be done in a workman like manner according to standard practice.
2. All materials will be installed according to written specifications, and all MIOSHA’s rule and regulations.
3. Provide owner with any required training to personnel.

**INSPECTION**

Owner reserves the right to inspect Contractor’s work at any phase of the operation. Contractor must provide any and all reports received from any inspections that may be completed as per the confines of this project. Owner reserves the right to require the Contractor to coordinate various phases so as to facilitate the inspection process. If the Owner determines that any of the Contractor’s work is unsatisfactory, the Contractor shall correct the work at his own expense.

**PAYMENT**

Shall be one lump sum upon the satisfactory completion of all items of specifications check list, and owners satisfactory inspection of work completed.

**WARRANTY**

The Contractor guarantees workmanship for a minimum of one (1) year from the date of acceptance. The Contractor guarantees materials for a minimum of ten (10) years from the date of acceptance.

**OTHER REQUIREMENTS**

The successful bidder will be required to provide the following items within 20 days following the City Council’s approval of the bid award.

Signed and submitted Contract

Submitted Performance Bond

Submitted Payment Bond for payment

Submitted Certification of Grantee/ Borrows Attorney’s

**PROJECT COORDINATOR**

Jeff Lampi, Superintendent

Water- Wastewater Department

410 Ludington Street

PO Box 948

Escanaba, MI 49829

jlampi@escanaba.org

Telephone: (906) 786-1301

**ADDENDA:**

**Part 1 – General:**

**Documents:**

Addenda, if any, issued under this RFP are included at the rear of this Escanaba WWTP Improvements – Asbestos Removal 2021 Bid. Bidder is responsible for viewing of this data relative to the effect on work and notification to the Project Manager in cases of discrepancies or conflicts with the proposed work and/or payments for the proposed work.

**Receipt of Addenda**

1. Bidder hereby acknowledges receipt of the following Addenda:

|  |  |
| --- | --- |
| **Addendum Number** | **Addendum Date** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BIDDER’S PROPOSAL**

**Escanaba WWTP Improvements – Asbestos Removal 2021**

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY OF ESCANABA

ESCANABA, MI 49829

We, the undersigned, agree to provide services to the City of Escanaba, Michigan for **REMOVAL AND CONTAINMENT OF ASBESTOS IN THE AREA OF THE EXISTING PRIMARY SETTLING FACIILTY AND IN AREAS ADJACENT TO OTHER WORK INDICATED IN THE EXISTING OVERALL SITE PLAN (Attachment 01),** in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

**TOTAL PROJECT COST: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Certified check, Cashier’s Check, or

Bidder’s Bond enclosed in the amount of: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(10% bid bond must be included to be to qualified)**

Expected date of completion: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Please include the following items with the proposal:**

* **Contractor’s written “plan-checklist” to fulfill the minimum proposal requirements, including date of installation**
* **Proof of Insurance coverage**
* **Bid Bond**
* **Acknowledgement of receipt of Addenda (if any)**

SUBMITTED BY:

FIRM:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID BOND**

**Escanaba WWTP Improvements – Asbestos Removal 2021**

KNOWN TO ALL MEN BY THESE PRESENT, that we, the undersigned, as principal and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

as Surety, are hereby held and firmly bound unto the City of Escanaba, Delta County, Michigan, as Owner in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for

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

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

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate.

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreements created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them are corporations who have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.)

 Principal

Surety

**CONTRACT**

THIS AGREEMENT, made this the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by and between (1) The City of Escanaba, Delta County, Michigan, acting herein through its (2) City Manager, hereinafter called Owner and (3)

 , an individual doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a partnership, a corporation of the City of , County of , State of

 , hereinafter called Contractor.

**WITNESSED:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**Escanaba WWTP Improvements – Asbestos Removal 2021**

hereinafter called the Project, for the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and all extra work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his ( it’s or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal and plans and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the City Wastewater Superintendent, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed of the Owner and to fully complete the project between August 1,2021 and October 30, 2021. Again, work needs to be scheduled with contractor on site.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as amended by a written and approved agreement, and to make a single payment at the conclusion of the successful completion of all work as specified within the approved RPF.

IN WITNESS THEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed as original, in the year and day first above mentioned.

**SEAL:**

**ATTEST:**

The City of Escanaba, Delta County, Michigan \_

(Owner)

 ­ By: ­

Phil DeMay, City Clerk Patrick S. Jordan, City Manager

 \_

Witness

**SEAL:**

 \_ \_

Secretary Contractor

 \_ By: \_

Witness

 \_

Address

**1.** Corporate name of Owner **2**. Title of authorized official **3.**  Strike out inapplicable terms. Secretary of the Owner should attest.

**4**. If contractor is corporation, Secretary should attest. Give proper title of each person executing contract.

**PERFORMANCE BOND -- Page 1 of 2**

KNOWN ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a (2) Corporation hereinafter called Principal and (3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter called the Surety, are held and firmly bound unto (4) The City of Escanaba of Delta County, Michigan, hereinafter called Owner, in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

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NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

**PERFORMANCE BOND -- Page 2 of 2**

**ATTEST:**

 By:

Principal

 \_

Principal Secretary Address

**SEAL:**

Witness to Principal

Address

**ATTEST:**

 Surety

Surety Secretary

By:

Attorney-in-fact

**SEAL:**

Address

Witness as to Surety

Address

**NOTE:** Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor

(2) A Corporation, a Partnership or an Individual, as case may be

(3) Correct name of Surety

(4) Correct name of Owner

(5) If Contractor is Partnership, all partners should execute bond.

(Performance Bond - P.2)

**PAYMENT BOND -- Page 1 of 2**

KNOWN ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_, a (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter call Principal and (3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the Surety, are held and firmly bound unto (4) the City of Escanaba of Delta County, Michigan hereinafter called Owner, in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

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NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement under the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

**PAYMENT BOND -- Page 2 of 2**

**ATTEST:**

 By:

Principal

 \_

Principal Secretary Address

**SEAL:**

Witness to Principal

Address

**ATTEST:**

 Surety

Surety Secretary

By:

Attorney-in-fact

**SEAL:**

Address

Witness as to Surety

Address

NOTE: Date of bond must not be prior to date of contract.

1. Correct Name Contractor
2. A Corporation, a Partnership or an Individual, as case may be
3. Correct name of Surety
4. Correct name of Owner
5. If Contractor is Partnership, all partners should execute bond. (Payment Bond – P.2)

**CERTIFICATE OF GRANTEE/BORROWERS ATTORNEY**

I, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provision thereof.

 \_\_

 Date