

NOTICE TO BIDDERS

To: _____
Company: Bidders
Address: _____

Project Identification

Project Name: Building Envelope Restorations
Project Number: N / A
Site Address: 5800 Northampton Blvd.
Street Address
Norfolk Virginia 23502
City State ZIP Code
(757) 333-7428
Site Telephone

You are hereby invited to submit a bid for the above referenced Project.

Following is a summary description of the Project:

The Project involves sealant restoration, pre-cast surface cleaning, pre-cast surface waterproofing, window frame restoration, vision glass sealing and skylight sealant restoration per attached scope of work (SOW). The Contractor is to provide all labor, material, equipment, supervision, taxes and permits necessary to perform the work in accordance with the Contract Documents.

It is anticipated the Project shall commence on or about September 1, 2014 and shall be completed within 60 calendar days October 31, 2014.

A Bid Bond will not be required.

A mandatory Pre-bid Conference will be held at the project site on June 26, 2014 at 11:00AM.

All bids shall be delivered to the consultant, Robert Crimmins, via email at robcrimmins@jvsbs.com by 11:00 AM on July 21, 2014. All Bids shall be submitted on the Bid Form in section 4 of the Scope of Work.

Any questions regarding the bid or the Project shall be addressed to the Consultant on the Request for Information Form (RCI Form A006 not attached).



INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION

PROJECT NAME: Building Envelope Restorations

PROJECT NUMBER: N / A

SITE ADDRESS: 5800 Northampton Blvd.
Norfolk, VA 23502

The Invitation For Bids (IFB) consists of the Notice, this Instructions To Bidders, the Bid Form, Pre-Bid Question Form, the Scope of Work as described by the Contract Drawings and any addenda which may be issued, all of which request qualified bidders to submit competitive prices or bids for providing the described work on the project.

1. CONDITIONS AT SITE OR STRUCTURE:

Bidders shall visit the Project Site and shall be responsible for ascertaining pertinent local conditions such as location, accessibility, general character of the site or building, and the character and extent of existing work within or adjacent to the site. Claims as a result of failure to carry out comprehensive site inspections, will not be considered by the Owner.

2. EXPLANATIONS TO BIDDERS:

No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions or doubts as to the meaning of Contract Drawings shall be communicated in writing to the Consultant for interpretation. Bidders should use the "Pre-bid Question Form" (RCI Form A003) provided in the bid documents. Bidders must so act to assure that questions reach the Consultant at least six (6) days prior to the time set for the receipt of bids to allow a sufficient time for an addendum to reach them before the submission of their bids. If, however, there are two (2) weeks or less between the first bid advertisement and the time set for receipt of bids, then bidders must submit questions in such a manner that they reach the Consultant no later than three (3) days prior to the time set for receipt of bids. Any interpretation made will be in the form of an addendum to the plans and/or specifications, which will be forwarded to all bidders, and its receipt shall be acknowledged by the bidder on Bid Forms.

3. TIME FOR COMPLETION:

- (a) "Time for Completion" shall be designated by the Owner on the Invitation for Bids or other pre-bid documents and shall mean the number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. In some instances, the Time for Completion may be stated in the form of a Contract Completion Date based on a stipulated date of Notice to Proceed.

Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion.

- (b) When the Notice to Proceed is issued, it will state a Contract Completion Date, which has been set by the Owner based on date of the Notice to Proceed and the Time for Completion.
- (c) The Contractor, in preparing and submitting his bid, is required to take into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns, which might be anticipated, based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, such as the U.S. Department of Commerce, local Climatological Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center or National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner as indicated in the General Conditions.



- (d) If the Owner designates the public historical climatological records to be used, the bidder shall use those records in computing bids. If the Owner requests each bidder to indicate the records used, each bidder may select the public historical climatological records upon which he will rely in computing his bid. In the latter situation, each bidder shall designate in the space provided which of such climatological data records he used when formulating his bid. A bidder's failure to designate climatological records when submitting a bid shall not disqualify his bid, but shall constitute a waiver of the right to claim any extension of time as the result of abnormal weather. In either case, the bid submitted and the time of completion shall be presumed to have been based upon normal weather derived from the climatological records used.

4. PREPARATION AND SUBMISSION OF BIDS:

- (a) Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete or non-responsive.
- (b) Each bid must give the complete legal name and full business address of the Bidder and be signed by the Bidder, or the Bidder's authorized representative, with the Bidder's usual signature. Bids by partnerships must be signed in the partnership name by one of the general partners of the partnership or an authorized representative, followed by the designation or title of the person signing, and a list of the partners. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies his title as "Resident," "Secretary," "Agent" or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be referenced by using "t/a _____," but bids shall be in the legal name of the person or entity submitting the bid.

The Bidder must also place his or her Social Security Number (SSN) if an individual, or its Federal Employer Identification Number (FEIN) if a proprietorship, partnership, corporation, Limited Liability Company or other legal entity in the space provided on the Bid Form.

5. WITHDRAWAL OR MODIFICATION OF BIDS:

Bids may be withdrawn or modified but withdrawal or modification must be made by the person signing the bid or by an individual(s) who is authorized by him on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered or faxed, must be signed by the person making the modification or withdrawal, and fax messages must be sent in the name of said person. Unless otherwise specified by the Bidder, the modification will be applied to the MINIMAL TOTAL COST (4.10.7) and the MAXIMUM TOTAL COST (4.11.8) amounts shown on the Bid Form.

6. RECEIPT OF BIDS:

- (a) Bids will be received at or before the date and the hour and at the place stipulated in the Invitation for Bids as may be modified by subsequent Addenda.
- (b) It is the responsibility of the bidder to assure that his bid and any bid modifications are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. No bids or bid modifications submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.
- (c) The Bid Officer is the Owner's representative designated to receive bids at the time and place noted in the IFB and to open the bids received at the appointed time.

7. ERRORS IN BIDS:

A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.



The Bidder must submit to the Owner his original work papers, documents and materials used in the preparation of the bid within one day after the date fixed for submission of bids. Such work papers must be submitted in an envelope or package separate and apart from the envelope containing the bid and marked clearly as to the contents and shall be delivered to the Owner by the bidder in person or by registered mail prior to the time fixed for the opening of bids and may not be withdrawn until after the two-hour period (referred to later) has elapsed. The bids shall be opened at the time designated in the Notice to Bidders, as amended by addendum. Bid opening is usually one day following the time fixed by the Owner for the submission of bids, but no sooner. Once the bids have been opened, the Bidder shall have two (2) hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The Contract shall not be awarded by the Owner until such two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials delivered to the Owner prior to bid opening. This procedure shall not apply to when the entire bid is required to be submitted on a unit price basis.

Failure of a Bidder to submit his original work papers, documents and materials used in the preparation of his bid on or before the time, date and place required shall constitute a waiver by that Bidder of his right to withdraw his bid due to a mistake.

No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same Bidder or of another bidder in which the ownership of the withdrawing Bidder is more than five (5%) percent.

No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing Bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval.

If a bid is withdrawn under authority of this section, the lowest remaining bid shall be deemed to be the low Bidder on the project.

8. REJECTION OF BIDS

The Owner reserves the right to cancel the Invitation For Bids, to reject any and all bids at its sole discretion when such rejection is in the interest of the Owner, or to reject the bid of any bidder who is determined to be not responsive or not responsible.

9. DETERMINATION OF RESPONSIBILITY

Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications and financial ability to carry out the terms of the Contract

Prior to award of the Contract, an evaluation will be made to determine if the low Bidder has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been pre-qualified, if required. Factors to be evaluated include, but are not limited to:

- (a) sufficient financial ability to perform the contract as evidenced by the Bidder's ability to obtain payment and performance bonds from an acceptable surety;
- (b) appropriate experience to perform the Work described in the bid documents;
- (c) any judgments entered against the Bidder, or any officers, directors, partners or owners for breach of a contract for construction;
- (d) any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented; or
- (e) a conviction of the Bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five years of a crime relating to governmental or nongovernmental construction or contracting; payment and performance bonds an acceptable surety;
- (f) any current debarment of the contractor, any officer, director or owner, from bidding or contracting by any public body of any State, any State agency, or any agency of the Federal government.

The Owner reserves the right to disqualify or refuse to accept the bid of any bidder who has been convicted, or entered a plea of guilty or *nolo contendere*, in any Federal or State court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether Federal, State, or local, or who has been determined in any judicial



proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated.

A Bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder shall be notified in writing.

10. AWARD OF CONTRACT

- (a) **Basis for Contract Award:** The Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder, if any, provided his bid is reasonable and it is in the best interest of the Owner to accept it and subject to the Owner's right to reject any and all bids and to waive informality in the bids and in the bidding. The Bid Form may contain a multi-part Total Minimal and Total Maximum Cost and may contain Additive Bid Items. Determination of the lowest responsive Bidder, if any, will be based on the Total Minimal and Total Maximum Cost amounts including any properly submitted bid modifications plus as many Additive Bid Items taken in sequence as the Owner in its discretion chooses to Award. In the event that the Total Minimal and Total Maximum Costs from the lowest responsible bidder exceeds available funds, the Owner may negotiate the Total Minimal and Total Maximum Cost amounts with the apparent low Bidder to obtain a contract price within available funds.
- (b) **Informalities:** The Owner reserves the right to waive any informality in the bids when such waiver is in the interest of the Owner.
- (c) **Negotiation With Lowest Responsible Bidder:** If award of a contract to the lowest responsive and responsible Bidder is precluded because of limitations of funds, the Owner reserves the right to negotiate the amount with the lowest responsive, responsible Bidder to obtain a contract price within the available funds. This may involve changes in either the features or Scope of the work included in the Total Minimal and Total Maximum Cost amounts. Such negotiations with the apparent low Bidder may include reducing the quantity, quality, or other cost saving mechanisms involving items in the Total Minimal and Total Maximum Cost negotiations where Alternate Bid Items are excluded. The Owner shall notify the lowest responsive and responsible Bidder that such a situation exists and the Owner and Bidder shall then conduct their negotiations in person, by mail, by telephone or by any means they find convenient. If an acceptable Contract can be negotiated, the changes to the Invitation for Bid documents agreed upon in the negotiations shall be summarized in a "Post Bid Modification" and included in the Contract. If an acceptable Contract cannot be negotiated, the Owner shall terminate negotiations and reject all bids.

11. CONTRACT SECURITY:

For contracts of more than \$500,000, the Standard Performance Bond (RCI Form B006) and the Standard Labor and Material Payment Bond (RCI Form B005) shall be required, as specified in the Invitation for Bids documents, unless waived in the Notice of Invitation for Bids. The Owner reserves the right to require such bonds for contracts less than \$500,000.

12. BUILDING PERMITS:

The successful Contractor shall apply for and pay for all applicable building permits.

13. PREBID CONFERENCE:

See the Invitation For Bids for requirements for a pre-bid conference and whether such conference is mandatory or optional.

14. INSPECTION OF BID DOCUMENTS:

Copies of the Invitation for Bids documents, including Contract Drawings will be available for review at the Consultant's web site address listed below.



15. CONSULTANT'S INFORMATION:

FIRM NAME: JVS Building Services, LLC
CONTACT: Rob Crimmins,
ADDRESS: 5012 Killens Pond Road
Felton, DE 19943
TELEPHONE: (302) 632-4972
WEB SITE ADDRESS: [www.jvsbs.com/concourse-at-northampton.](http://www.jvsbs.com/concourse-at-northampton)
E-MAIL: robcrimmins@jvsbs.com



BID FORM

Having carefully examined the Instructions to Bidders (RCI Form A002) and Bid Documents, and having attended the pre-bid conference (*if applicable*) and become familiar with all aspects, both existing and proposed, affecting the work entitled:

PROJECT IDENTIFICATION

PROJECT NAME: Building Envelope Restorations

PROJECT NUMBER: N / A

SITE ADDRESS: 5800 Northampton Blvd

Street Address

Norfolk

City

(757) 333-7428

Site Telephone

Virginia

State

(757) 689-8268

Site Fax

23502

ZIP Code

The undersigned proposes to furnish all labor and materials and provide all equipment and manpower necessary to perform all work for the various parts of the construction in accordance with the above referenced documents for the considerations of the following amount(s):

BASE BID:

Minimum Total Cost (4.10.7 of Bid Form)

Dollars (\$ _____)

(Including state and local taxes).

Maximum Total Cost (4.11.8 of Bid Form)

Dollars (\$ _____)

(Including state and local taxes).

UNIT COSTS:

Submit the following:

Cost or percentage of Total Minimal and Total Maximum Cost for Payment and Performance Bond: \$ _____

or

Percent of Total Contract Price: _____ %

OVERHEAD AND PROFIT:

All bid proposals enumerated in this Bid Proposal Form include overhead, profit and all other expenses involved in the execution and completion of the work described in the Contract Documents.

SALES TAX:

Bid prices in this Bid Form include applicable sales tax in the Total Minimal and Total Maximum Costs.



SUBCONTRACTORS:

If awarded a contract, I propose to contract with the following subcontractors for listed work and further agree that subcontractors may not be changed without owners' written consent.

Named subcontractors must have a reputation of competency in their fields of work. I assume responsibility for quality of work performed by my subcontractors.

Work Classification	Subcontractor

Note: All other subcontractors shall be submitted within 14 days of bid date, if requested.

TIME OF COMPLETION:

The undersigned agrees, if awarded the contract, work shall be substantially completed within 60 working days of the Owner's written Notice to Proceed. The Undersigned further agrees that the owner may retain, from the compensation otherwise due, the sum of \$100 for each calendar working day (Monday through Friday) expiring beyond the fixed time of substantial completion (substantial completion is defined in General Conditions of the Construction Contract (RCI Form B001), this sum not to be construed as a penalty, but as a fixed, agreed liquidated damages amount which the owner shall sustain in case of failure of the undersigned to substantially complete the work within the time stipulated.

CONTRACT AND BOND:

The Contractor shall have seven business days to deliver a Performance Bond in the format detailed.

ADDENDA ACKNOWLEDGMENT:

Receipt of Addenda (List by number and date appearing on Addenda):

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____



EXECUTION OF BID:

NAME OF BIDDING COMPANY: _____

TYPE OF CORPORATE ENTITY: _____

EXECUTED BY: _____ ADDRESS: _____

TELEPHONE: _____

FAX: E- _____

MAIL: _____

STATE LICENSE NUMBER
If applicable. _____

SIGNATURE: _____

DATE: _____



PRE-BID QUESTION FORM

DATE: _____

PROJECT IDENTIFICATION

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PROJECT NUMBER: N / A

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Street Address

Norfolk

City

(757) 333-7428

Site Telephone

Virginia

State

(757) 689-8268

Site Fax

23502

ZIP Code

CONTRACTOR INFORMATION

NAME: _____

CONTACT: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

QUESTIONS *(attach additional pages if necessary)*

The following questions have arisen after review of the Project Documents. Clarification is needed in the following areas prior to bidding.

1. _____

2. _____

3. _____

4. _____

5. _____



STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, the Contractor (“Principal”) whose principal place of business is
located at _____ and
_____(“Surety”) are held
and firmly bound unto _____
_____, the Owner (“Obligee”) 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 agreement dated _____
entered into a contract with Obligee for _____
_____ which contract (the “Contract”) is by reference expressly
made a part hereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect; subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

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 for use in the performance of the Contract. A “subcontractor” of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). “Labor” and “material” shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.
2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.
3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was



performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond 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, with a venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof, is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____

(SEAL)

Contractor/Principal

Witness

By: _____
Signature in ink *Date*

Title: _____

(SEAL)

Surety

By: _____
Attorney-in-Fact *Date*

Name: _____
(Type)

My Power of Attorney is recorded in the Clerks Office of the Circuit Court of _____,
State of _____, and has not been revoked.

Attorney-in-Fact



AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

STATE OF _____

CITY AND/OR COUNTY OF _____ to-wit:

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he/she is the attorney-in-fact of _____, the Surety, that he is duly authorized to execute on its behalf the foregoing Bond pursuant to the Power of Attorney noted above, and on behalf of said Surety, acknowledged the aforesaid Bond(s) as its act and deed.

Given under my hand this _____ day of _____.

Notary Public: _____ (SEAL)

My Commission expires: _____

APPROVED:

Owner/Designee

Date



STANDARD PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, the Contractor (“Principal”) whose principal place of business is located at

and _____
 (“Surety”) are held and firmly bound unto _____
_____, the Owner (“Obligee”) 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 agreement dated _____ entered into a
contract with Obligee for _____

which contract (the “Contract”) is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of time for the Contract, or any other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the State in which the Work is being carried out.



Signed and sealed this _____ day of _____

(SEAL)

Contractor/Principal

By: _____
Signature in ink *Date*

Title: _____

(SEAL)

Surety

By: _____
Attorney-in-Fact *Date*

Name: _____
(Type)

My Power of Attorney is recorded in the Clerks Office of the Circuit Court of _____,
State of _____, and has not been revoked.

Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

STATE OF _____

CITY AND/OR COUNTY OF _____ to-wit:

I, the undersigned notary public, do certify that _____ personally
appeared before me in the jurisdiction aforesaid and made oath that he/she is the attorney-in-fact of
_____, the Surety, that he is duly authorized to execute on its behalf the
foregoing Bond pursuant to the Power of Attorney Noted above, and on behalf of said Surety, acknowledged the
aforesaid Bond(s) as its act and deed.

Given under my hand this _____ day of _____.

Notary Public: _____ (SEAL)

My Commission expires: _____

APPROVED:

Owner/Designee *Date*

