

Ebert Engineering, Inc.

Water and Wastewater Engineering

September 24, 2025

Frank Holleran, President
H.B. Frazer Company - Pennsylvania
300 Opportunity Way
Phoenixville, PA 19460

Subject: Borough of Conshohocken Authority
LV Switchgear Rehab and MCC Replacements
Contract 25-1
Re: Notice of Intent to Award
EE, Inc. No.: 070-078

Dear Mr. Holleran:

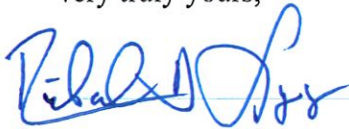
At its meeting on September 23rd, 2025, the Borough of Conshohocken Authority made a motion to award the above referenced contract to your firm, conditional upon receipt of a properly executed Agreement and submission of acceptable Payment and Performance Bonds. In order to satisfy these conditions, we are enclosing the following documents:

1. One Copy of the Notice of Award
2. Four Copies of the Agreement between Owner and Contractor
3. Four Copies of the Construction Performance Bond
4. Four Copies of the Construction Payment Bond

We request that you execute the Agreement, Performance Bond, and Payment Bond and return them to our office. Please note the additional documents that must be completed and submitted per item 3 of the Notice of Award (other conditions precedent).

Should you have any questions concerning this matter, please feel free to give me a call.

Very truly yours,



Richard D. Longcoy
Project Engineer

Enclosures

CC: Brent Wagner, Borough of Conshohocken Authority (*w/enclosures via email*)
Lauren Gallagher, Esq., Authority Solicitor (*w/enclosures via email*)
Chris Hill, H.B. Frazer Company (*w/enclosures via email*)

NOTICE OF AWARD
Dated September 23, 2025

Project: LV Switchgear Rehab and MCC Replacements

Owner: Borough of Conshohocken Authority

Owners Contract No.: 25-1

Engineers Project No.: 070-078

Contractor: H.B. Frazer Company - Pennsylvania

Contractor's Address: 300 Opportunity Way, Phoenixville, PA 19460

You are notified that your bid dated September 17, 2025 has been considered. You are the Successful Bidder and are awarded a contract for Wastewater Treatment Plant LV Switchgear Rehab and MCC Replacements Contract 25-1 (indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is Two Million, One-Hundred Seventy Thousand Dollars
(\$ 2,170,000.00)

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this
Notice of Award

Four (4) sets of the Drawings will be delivered separately or otherwise within five (5) days of the date
you receive this Notice of Award

You must comply with the following conditions precedent within ten (10) days of the date you receive
this Notice of Award.

1. Deliver to the Owner Borough of Conshohocken Authority fully executed counterparts of
the Contract Documents
2. Deliver with the executed Bonds as specified in the Instructions to Bidders General
Conditions and Supplementary Conditions
3. Other conditions precedent:
Construction Schedule; Schedule a Pre-Construction Meeting

Failure to comply with these conditions within the time specified will entitle Owner to consider
you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Borough of Conshohocken Authority

Owner

R. N. Ny

Authorized Signature

Executive Director

Title

CC: Ebert Engineering, Inc.

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year ____ by and between BOROUGH OF CONSHOHOCKEN AUTHORITY (hereinafter called OWNER) and _____after called CONTRACTOR.)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. This is generally described as follows:

- A. Required Work for this project generally consists of the supply and installation of new MCCs throughout the plant, as identified in the Contract Documents, the supply and installation of the Administration Building Automatic Transfer Switch, the supply and installation of associated conductors and raceways, Coordination and Arc Flash Hazard Study and labeling, the provision of temporary power equipment and materials to maintain plant operations throughout construction, demolition of existing MCCs and power feeders to each MCC, and Other Work at the Borough of Conshohocken Authority Wastewater Treatment Plant for the Borough of Conshohocken Authority; all in the Borough of Conshohocken, Montgomery County, Pennsylvania, as provided for in the bid documents.

Contract Name: Contract 25-1
Borough of Conshohocken Authority
LV Switchgear Rehab and MCC Replacements

Article 2. ENGINEER.

The Project has been designed by: Ebert Engineering, Inc.
4397 Skippack Pike, P.O. Box 540,
Skippack, PA 19474

and

Keystone Engineering Group
590 Lancaster Avenue, Suite 200
Frazer, PA 19355

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

- 3.1 The Contract duration will be 320 days beginning from Notice to Proceed through Substantial Completion.
- 3.2 All time limits for milestones, if any, substantial completion, and final completion and readiness for final payment are of the essence of the Contract.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the following amount:

- 4.1 The sum of the established unit price for each separately identified item of Work times the actual number of units for that item as indicated in the attached Bid Form for Unit Price Items.
- 4.2 The percentage of complete multiplied by each lump sum item in accordance with the schedule of values approved by the Authority Engineer in accordance with the Bid Form for Lump Sum Items.

As provided in the General Conditions and Bid Form, the estimated quantities are not guaranteed, and it was the responsibility of the CONTRACTOR to determine actual quantities for his or her bid.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided. All such payments will be measured by the schedule of values established in the Bid Form.
- 5.1.1 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 C or 14.04 D of the General Conditions.
- 90% of Work completed until the total billings exceed 50% and the contractor is on schedule as determined by the Authority Engineer to complete the work within the contract timelines. (With the balance being retainage).

- 95% of work completed (with balance being retainage) after the total billing exceed 50% and the contractor as determined by the Authority Engineer is on schedule to complete the project within the contract timelines.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.05 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.08 and 14.09.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data".
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data beyond that specified in these Contract Documents are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 6.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and finishing of the Work. The CONTRACTOR is financially solvent and is experienced in and competent to perform the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 7.1 This Agreement.
- 7.2 Bid Form.
- 7.3 Construction Performance, Payment and Maintenance Bonds and Insurance Certificate(s).
- 7.4 General Conditions
- 7.5 Summary of Work
- 7.6 Instruction to Bidders
- 7.7 Technical Specifications
- 7.8 Non-Collusion Affidavit
- 7.9 Contract Drawings
- 7.10 Contractor Responsibility Certification

The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.03 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.
- 8.5 Liquidated Damages. CONTRACTOR and OWNER recognize that time is of the essence that OWNER will suffer financial loss if the Work is not completed within the Contract Times plus any approved extensions. The work is to be completed within the time specified in Article 3, unless specific extensions are agreed in writing by the Authority and the Bidder. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, if this schedule is not met, OWNER and CONTRACTOR agree that CONTRACTOR shall pay \$500.00 to OWNER in reparation for each day after the Contract time for completion until the Work is finally completed and ready for final payment. This payment shall be considered as liquidated damages, and not a penalty.
- 8.6 CONTRACTOR shall comply with all applicable Federal, State and Local laws, rules, regulations, requirements, precautions, ordinances, orders, and decrees.
- 8.7 Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement and Contract Documents should be declared contrary to law, then such covenant or covenants, agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement and Contract Documents.
- 8.8 The CONTRACTOR shall comply with all requirements of the COVID-19 ARPA H2O PA Grant contract which was included in the Bid Documents and complete all work prior to the September 30, 2026 grant completion date.
- 8.9 CONTRACTOR shall name the Commonwealth Financing Authority, Borough of Conshohocken Authority and Ebert Engineering, Inc. as additional insured on all required Certificates of Insurance.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate.
One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER.

HOLD HARMLESS CLAUSE

BOROUGH OF CONSHOHOCKEN AUTHORITY, MONTGOMERY COUNTY

_____(Name of Contractor) agrees to indemnify and hold harmless the Authority, its agents, employees, Engineer or any other person against loss or expense, including attorney's fees, by reason of the liability imposed by law upon the Authority, except in cases of the Authority's sole negligence, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Authority, its employees or agents or any other person. It is further understood and agreed that the Contractor shall, at the option of the Authority, defend the BOROUGH OF CONSHOHOCKEN AUTHORITY with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this Contract, the Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, or in violation of the Pennsylvania Human Relations Act ("PHRA"), 43 P.S. §§ 951 et seq., and applicable Federal laws, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any Subcontractor nor any person or their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color, or in violation of the PHRA and any applicable Federal laws.
3. Contractors and Subcontractors shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy in writing. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color, or in violation of the PHRA and applicable Federal laws, against any Subcontractor or supplier who is qualified to perform the work to which the Contracts relates.
5. The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting

forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every Subcontract so that such provisions will be binding upon each Subcontractor.

7. The Contractor's and each Subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed six copies of this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER.

OWNER

Borough of Conshohocken Authority

Conshohocken, PA

By: _____

(CORPORATE SEAL)

Attest _____

Address for giving notices

601 East Elm Street

Conshohocken, PA 19428

CONTRACTOR _____

By: _____

(CORPORATE SEAL)

Attest _____

Address for giving notices

END OF DOCUMENT

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

Borough of Conshohocken Authority
601 East Elm Street
Conshohocken, PA 19428

CONTRACT 25-1 LV Switchgear Rehab and MCC Replacements Project

Date: _____

Amount: _____

Description (Name and Location): _____

BOND

Date (Not earlier than Contract Date): _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

(Corp. Seal)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1,

4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

Borough of Conshohocken Authority
601 East Elm Street
Conshohocken, PA 19428

CONTRACT 25-1 LV Switchgear Rehab and MCC Replacements Project

Date: _____

Amount: _____

Description (Name and Location): _____

BOND

Date (Not earlier than Contract Date): _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

(Corp. Seal)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to

the OWNER'S priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR'S Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.