



REQUEST FOR PROPOSALS

FOR

**Board Room Audio Visual, Digital Signage,
and furniture Design and Installation for a
Public Meeting Setting**

ISSUED ON:
August 25, 2022

PROPOSALS DUE:
September 22, 2022
3:00 p.m. Pacific Time

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I. Introduction

1. Request

Pioneer Community Energy seeks design and cost Proposals from qualified contractors ("Contractor(s)") for the installation of an Audio Visual (AV) and Digital Signage (DS) system for broadcasting Board meetings. This system should be capable of streaming to multiple platforms simultaneously (i.e. Zoom, YouTube, Granicus). The design of the system may include modifications to the existing AV system or a complete replacement, reconfiguration of Board room including the addition of a new furniture solution, and the addition of a broadcast booth. This project is located at our office located at 2510 Warren Drive, Suite B and C Rocklin, CA. Contractor must possess and/or obtain all required certifications and/or licenses in accordance with State, Federal, and Local laws and regulations required to perform the services listed in this RFP, including a California State Contractors Board (CSLB) license with the appropriate classification and registration with the Department of Industrial Relations (DIR).

The objective of this project is to modernize the Board room with the latest AV and DS technology. Pioneer is looking for a vendor to provide professional services for this effort by designing and implementing upgrades to the Board room.

The system should make public meeting information more accessible and transparent. Pioneer seeks a system that will provide the capability to have an in-person and virtual meeting simultaneously (hybrid).

2. Background

Pioneer serves the electric needs of approximately 150,000 residential and business accounts through a community-controlled power supplier that offers electricity at competitive rates compared to Pacific Gas & Electric's (PGE) customer generation rates. Six (6) communities in Placer County partnered to create Pioneer which commenced services in February 2018. In January 2022, Pioneer expanded its service territory to include El Dorado County and the City of Placerville.

Pioneer is governed by a Board of Directors consisting of representatives from each Member Agency. Pioneer's Executive Director administers the day-to-day affairs of Pioneer and is appointed by the Board of Directors.

3. **Scope of Request**

The following items are to be included in the Proposal:

- Proposed design of Board Room AV and DS.
 - Include locations of displays and audio/visual components.
 - Include suggested furniture products and layout to maximize in-person participation. At a minimum the solution should allow space for 16 Board Members, 4 staff members, and 20 members of the public.
 - Proposed system must be capable of connecting to Pioneer's existing broadcasting platform, Granicus (and to similar meeting and agenda management service).
 - Ability to simulcast to different platforms (Granicus, Zoom, YouTube, Facebook, etc...).
- Cost Proposal for installation.
 - Itemize AV and DS equipment cost.
- Proposed training plan for new system.
- Option for post install on-call support services.
- List of at least three references.
- Description of at least three similar projects.
- Timeline for installation.

4. **Consultant Services Agreement**

A copy of Pioneer's standard Consulting Services Agreement is attached as Attachment A to this RFP. By submitting a Proposal, Contractor agrees that it will enter into the Agreement using the attached form with no exceptions to the terms included therein.

The contract between the selected Contractor and Pioneer, if one is entered, will consist of Pioneer's standard Consulting Services Agreement including all Exhibits thereto, this RFP and all attachments thereto, and the selected proposal (collectively, "Contract Documents."). In the event of any conflict or inconsistency between any of the Contract Documents, and unless otherwise expressly provided in the Consulting Services Agreement, the provisions of the Consulting Services Agreement, then this RFP, then the proposal, will govern.

5. **Point of Contact**

Any inquiries or requests regarding this procurement must be submitted to the following Contact in writing. Contractors may contact ONLY the Contact regarding this RFP.

Steve Lund
Program Specialist II
Pioneer Community Energy
2510 Warren Drive, Ste B
Rocklin, CA 95677
E-mail: SteveL@pioneercommunityenergy.org

II. **Conditions Governing the Procurement**

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events and the conditions governing the procurement. Pioneer will make every effort to adhere to the anticipated schedule below.

1. **Sequence of Events**

Action	Date
1 Issuance of RFP	August 25, 2022
2 Pre-Proposal Conference (Contractors must arrive within 10 minutes of start)	September 6, 2022 10:00am
3 Deadline to Submit Written Questions	September 9, 2022
4 Response to Written Questions/RFP Addendum, if Applicable	September 15, 2022
5 Deadline for Submission of Proposals	September 22, 2022
6 Proposal Evaluation	September 29, 2022
7 Presentation and Interviews of Finalists	October 6, 2022
8 Notice of Intent to Award	October 13, 2022
9 Commencement of Contract	October 20, 2022

*Depending on the contract amount, Board approval may be required, delaying items 8 and 9.

2. **Explanation Of Events**

Pre-Proposal Conference

Mandatory pre-Proposal conference will be held as indicated Section II Part 1. Any questions during this event will be noted and answered with the response to written questions submitted.

Deadline to Submit Written Questions

Contractors may submit written questions to this RFP until the deadline as indicated in Section II Part 1. Written questions may be submitted to the Contact via e-mail. Please submit all questions in writing by the due date listed to the Contact in Section I Part 5.

Response to Written Questions/RFP Addendum

Answers to all questions received by the deadline and any material change to the RFP will be listed on an addendum to the RFP. Additional written questions must be received by the Contact no later than two (2) days after any addendum is posted. Pioneer reserves the right to post additional addenda until the RFP closing date and time.

Deadline for Submission of Proposals

Proposals must be actually received no later than the deadline specified in Section II Part 1. All received proposals will be time stamped. Contractors bear all risks of untimely or non-delivery of Proposals not hand delivered.

All Proposals sent via express carrier should be addressed as follows:

Steve Lund
Program Specialist II
Pioneer Community Energy
2510 Warren Drive, Ste B
Rocklin, CA 95677
E-mail: SteveL@pioneercommunityenergy.org

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to this RFP and a complete title must be referenced on the cover page.

Proposal Evaluation

An Evaluation Committee (Committee) will review and evaluate the Proposals and make a recommendation for an award. Evaluation parameters are described in Section III.

Presentation and Interviews of Finalists (Pioneer's Option)

At Pioneer's option, one or more Contractors may be required to provide a presentation of their proposed services. Presentations will be held at a date, time, and location to be determined. No adjustments in pricing are permitted during any presentation.

Final Negotiations

At Pioneer's option, one or more Contractors may be selected to enter final negotiations with the intent of award.

Notice of Intent to Award

Pioneer will send an e-mail to all Contractors informing them of the Proposal that was selected, if any.

Commencement of Contract

The date the agreement, if any, will become effective.

3. General

1. Incurring Cost

Contractors bear any and all costs of preparing and submitting their Proposals. Issuance of this RFP and receipt of Proposals does not commit Pioneer to award a contract, nor does it commit Pioneer to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, or to procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. Claims Against Pioneer

Neither the organization nor any of the representatives shall have any claims whatsoever against Pioneer, or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a written agreement between Pioneer and a Contractor.

3. Guarantee of Proposal

Responses to this RFP, including Proposal prices, will be considered firm and irrevocable for ninety (90) days after the due date for receipt of Proposals.

4. Basis for Proposal

Only information listed in this RFP or by information supplied by Pioneer in writing by the Contact listed in Section 1 Part 5 should be used as the basis for the preparation of Contractor's Proposal.

5. Form Of Proposals

No oral, telephone, or facsimile Proposals will be accepted. The format and organization of Proposals shall conform to Section IV below.

6. Amended Proposal

A Contractor may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposals must be complete replacements for a previously submitted Proposal and must be clearly identified in a written format. Pioneer will not merge, collate, or assemble Proposal materials.

7. Withdrawal of Proposal

Contractors will be allowed to withdraw their Proposals at any time prior to the deadline for receipt of Proposals. The Contractor must submit a written withdrawal request signed by the Contractor's duly authorized representative addressed and submitted to Pioneer.

8. Late Response

For a Proposal to be considered, the Proposal must be delivered in person or via courier to the place specified above in Submission of Proposal, and actually received, no later than the RFP due date and time. Pioneer's time and date stamp will be conclusive as to the timeliness of Proposals.

9. No Public Proposal Opening

There will be no public opening of Proposals for this RFP.

10. California Public Records Act (CPRA)

All Proposals become the property of Pioneer, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). DO NOT SUBMIT CONFIDENTIAL INFORMATION. Any notice of confidentiality or trade secrets, or similar kind of notice, will be disregarded.

11. Confidentiality

All data and information obtained from or on behalf of Pioneer by the Contractor and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Contractor and its agents as confidential. The Contractor and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from Pioneer.

Each Proposal will be treated as confidential until a written recommendation to award a contract, if any, is made to the Pioneer Board, this RFP process is terminated, or all Proposals are rejected. Thereafter, all Proposals will be subject to disclosure.

12. Electronic Mail Address

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Contractors agree to provide the Contact with a valid e-mail address to receive this correspondence.

13. Use of Electronic Versions of the RFP

This RFP is being made available by electronic means. If accepted by such means, the Contractor acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Contractor's possession and the version maintained by Contact, the version maintained by Contact shall govern.

14. Pioneer Rights

Pioneer reserves the right to do any of the following at any time:

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- i. Reject any or all Proposal(s), without indicating any reason for such rejection.
 - ii. Waive or correct any minor or inadvertent defect, irregularity or technical error in a Proposal or the RFP process, or as part of any subsequent contract negotiation.
 - iii. Request that Contractors supplement or modify all or certain aspects of their Proposals or other documents or materials submitted.
 - iv. Terminate the RFP, and at its option, issue a new RFP.
 - v. Procure any equipment or services specified in this RFP by other means.
 - vi. Modify the selection process, the specifications, or requirements for materials or services, or the contents or format of the Proposals.
 - vii. Extend a deadline specified in this RFP, including deadlines for accepting Proposals.
 - viii. Negotiate with any or none of the Contractors.
 - ix. Modify in the final agreement any terms and/or conditions described in this RFP.
 - x. Terminate failed negotiations with any Contractor without liability and negotiate with other Contractor(s).
 - xi. Disqualify any Contractor based on a real or apparent conflict of interest, or evidence of collusion that is disclosed by the Proposal or other data availability to Pioneer.
 - xii. Eliminate, reject, or disqualify a Proposal of any Contractor who is not a responsible Contractor or fails to submit a responsive offer as determined solely by Pioneer; and/or
 - xiii. Accept all or a portion of a Contractor's Proposal.

III. Evaluation

1. Factors

The Evaluation Committee (Committee) made up of Pioneer staff will evaluate and rank all proposals meeting the requirements of this RFP. Rankings will be based on a combination of the scoring factors below. In an effort to provide as much objectivity in the selection process as possible, Pioneer will use a scoring system, with a 100% score being the highest, as the basis to determine one or more Contractors with which to negotiate a contract. The scoring will be weighted as follows:

Scoring Factor	Percentage
Price	40%
Demonstrated experience, references, and qualifications	20%
Quality and expected lifespan of specified equipment	20%
Quality and responsiveness of proposal including acceptance of contract terms	10%
Length of warranty on specified equipment and materials	10%

Upon completion of the rankings, the Selection Committee may interview the top 2 or 3 ranked Contractors.

Notwithstanding the scoring process referenced above, Pioneer reserves the right to negotiate further with the top 2 or 3 scoring Contractors. Pioneer may negotiate until a Contractor and proposal are determined to provide the greatest benefit and/or best value to Pioneer. If that Contractor and Pioneer fail to agree on terms and conditions acceptable to Pioneer within a reasonable time, as determined by Pioneer, Pioneer may terminate those negotiations and begin negotiations with the next proposer providing the greatest benefit and/or best value to Pioneer.

Once terms are agreed upon, that Contractor will be invited to enter into a Consultant Services Agreement to perform the work, if deemed to be in Pioneer's best interest.

IV. Response Format and Organization

This section contains relevant information Contractors should use for the preparation of their Proposals.

1. Number of Responses

Contractors must submit only one (1) written Proposal but may include more than one (1) option in the Proposal.

2. Original and Copies

Proposals submitted in person or via courier must contain original signatures on the necessary forms and must be received on or before the closing date and time for receipt of Proposals.

Contractors shall provide one (1) electronic copy of their Proposal in emailed or USB flash drive format, readable by Microsoft Office software. If emailed, please ensure an acknowledgement reply email is received.

3. Proposal Format

All Proposals shall be typewritten on standard 8-1/2"x11" paper (larger paper is permissible for charts, spreadsheets, etc.). Hand copies should utilize both sides of the paper where practical.

The Proposal should be organized and indexed in the following format and must contain, at a minimum, the applicable items in the sequence indicated:

Table of Contents (Tabs 1 through 11)

- Tab 1: Cover Letter
- Tab 2: Table of Contents
- Tab 3: Executive Summary
- Tab 4: Contractors Qualifications
- Tab 5: Sub-Contractor Qualifications
- Tab 6: Experience and References
- Tab 7: Project Plan
- Tab 8: Stability/Strength and Reputation
- Tab 9: Proposed Design
- Tab 10: Cost Proposal
- Tab 11: Equipment List
- Tab 12: Additional Information

4. **Proposal Preparation Instructions**

Within each section of their Proposal, Contractors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the Proposal.

5. **Nonconforming Submissions**

A submission may be construed as a nonconforming Proposal, ineligible for consideration, or incomplete if it does not comply with the requirements of this RFP.

V. **Requirements and Contractor Submittals**

This section contains requirements and relevant information Contractors should use for the preparation of their Proposals. Contractors should thoroughly respond to each requirement.

1. **Cover Letter**

- Title of this RFP
- Name and mailing address of Contractor (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

Pioneer will use email to notify the organization of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential to identify one or more contact persons who have frequent access to email. Pioneer will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. Pioneer will not attempt to re-deliver any messages which fail due to no fault of Pioneer.

- Provide the name and contact information of the person authorized to negotiate and contractually obligate the organization. If this is the same person listed as the contact, state "same as contact person."
- Acknowledge receipt of all addenda to this RFP.

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- **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Contractor to sign such material and thereby commit the Contractor to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.
 - Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the Proposal a Power-Of-Attorney evidencing authority to sign Proposals, dated the same date as the Proposal and executed by all partners of the firm.
 - Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper organization name and style.

2. **Executive Summary**

Include a one-or two-page executive summary that provides the Committee with an overview of the proposing organization.

3. **Contractor's Qualifications**

Describe the firm and provide a statement of the firm's qualifications for performing requested services. Identify the services which would be completed by the organization's staff and those that would be provided by sub-contractors, if any. Each proposer shall be a licensed contractor pursuant to the Business and Professions Code and maintain the appropriate license through the completion of this project. The firm's CSLB License Number and classification, and DIR registration number shall be included in this section for verification by Pioneer.

4. **Sub-contractor Qualifications**

Identify any sub-contractors that are proposed to be utilized to supplement the organization's staff. Include the company name, business address, CSLB license number, DIR registration number, and a description of the work to be completed for each sub-contractor. If no sub-contractor will be used, state "No sub-contractor will be used in the completion of this project."

5. **Experience and References**

Provide a summary of the firm's experience in completing projects of similar or greater size and cost within the last five years. Provide a minimum of three references for related projects, including dates, contact person including their email address and phone number, and a brief description of the project or agreement. Public sector references are preferred. By submitting a Proposal, each Contractor waives and releases Pioneer, in advance, from any and all claims and liabilities arising from Pioneer contacting a Contractor's references.

6. **Project Plan**

Provide a detailed description of the organization's approach to the successful completion of this project. Include a proposed work timeline to accomplish all the required tasks. Describe the firm's approach to managing the project and procedures for minimizing occupant disruptions. Include a proposed training Pioneer staff training plan.

7. **Stability/Strength and Reputation**

1. Corporate information:

- i. The jurisdiction in which the Contractor is organized and the date of such organization.
- ii. Length of time Contractor has been operating.
- iii. A description of the Contractor's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Committee in formulating an opinion about the stability and strength of the organization.

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2. Provide a complete disclosure if Contractor, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five (5) years, including whether or not the other party terminated the contract. If so, identify the parties involved and the circumstances of the default or termination.
 3. A list of any lawsuits and/or criminal charges filed against the Contractor, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five (5) years, involving the performance of services under contract, and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending against the Contractor and /or any owner thereof, involving the performance of services under contract, or fraud or theft involving any customer of Contractor.
 4. Contractors shall provide a certificate(s) of insurance or a copy of insurance declaration page(s) with their Proposals as written evidence of their ability to meet the insurance certificate and other applicable Pioneer insurance requirements in accordance with the provisions listed in Attachment A Exhibit D of this RFP. In addition, Contractors shall provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making Pioneer an additional insured.

Contractor must provide this information with their Proposal and not defer a submission to a later date.

8. Proposed Design

Provide a proposed design of the Board room including furniture layout, positioning of all AV equipment and Digital Signage, and the location of AV/DS control center. More than one design may be submitted if accompanied by a related cost Proposal.

9. Cost Proposal

Respondents shall itemize pricing as follows:

1. Installation of the proposed design.
2. Equipment required for the proposed design.
3. Optional equipment, if applicable.
4. Future on-call support services.

10. **Equipment List**

Provide a list of all major equipment, including manufacturers specifications and all related warranties.

11. **Public Works Registration and Prevailing Wages:**

The selected Contractor is required to comply with all requirements set forth in California Labor Code Compliance, Attachment C hereto.

Notice is hereby given that this project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. The successful Contractor shall be required to pay its workers on this Project a sum not less than the general prevailing rate (applicable at the time of the RFP posting date) of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the Project is performed, and to otherwise comply with California Labor Code Sections 1720-1861.

Each Contractor must be registered with DIR pursuant to Labor Code section 1725.5 by the due date for Proposals. Failure of a Contractor to be registered by that date will render its Proposal non-responsive and preclude award. The selected Contractor's subcontractors, truckers and any suppliers and/or vendors subject to California's prevailing wage laws are required to be registered with DIR pursuant to Labor Code section 1725.5 at the time of Proposal submittal for members of the Contractor's team, or by the bidding deadline for trade work awarded after award of the project.

12. **Additional Requirements**

1. Compliance with law. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments.
2. Consultant Services Agreement. Contractor will be required to sign Pioneer's Consultant Services Agreement upon award of contract.
3. Contractor will be required to provide a payment and performance bond, each in an amount not less than 100% of the contract amount, using the forms attached hereto or using forms acceptable to Pioneer.

Attachment A

Administering Agency: Pioneer Community Energy

Contract No. _____

Contract Description: _____

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Rocklin, California, as of _____, 2021, by and between Pioneer Community Energy, ("Pioneer"), and _____ ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in **Exhibit A**. Consultant shall provide said services at the time, place, and in the manner specified in **Exhibit A**.
2. **Payment.** Pioneer shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payments specified in **Exhibit B** shall be the only payments made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to Pioneer in the manner specified therein, or, if no manner specified, then according to the usual and customary procedures which Consultant uses for billing clients similar to Pioneer. **The amount of the contract shall not exceed _____ (written) _____ Dollars (\$ numerical).**
3. **Facilities, Equipment and Other Materials, and Obligations of Pioneer.** Unless otherwise specified in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of Pioneer. Pioneer shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. Pioneer shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to Pioneer that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to Pioneer that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's

obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless and Indemnification Agreement.** At all times during the performance of this agreement, Consultant agrees to protect, defend, and indemnify Pioneer in accordance with the provisions contained in Exhibit D.
10. **Insurance.** Consultant shall file with Pioneer concurrently herewith a Certificate of Insurance, in companies acceptable to Pioneer, with a Best's Rating of no less than A-:VII, for the coverage shown in Exhibit D. All costs of complying with these insurance requirements shall be included in Consultant's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Consultant Not Agent.** Except as Pioneer may specify in writing Consultant shall have no authority, express or implied, to act on behalf of Pioneer in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind Pioneer to any obligation whatsoever.
12. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of Pioneer, said approval to be in the sole discretion of Pioneer.
13. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Pioneer, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from Pioneer of the desire of Pioneer for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of Pioneer shall be grounds for cancellation of the agreement by Pioneer, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to Pioneer pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
15. **Termination.**
 - A. Pioneer shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event Pioneer shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event Pioneer shall terminate this Agreement:

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- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) Pioneer shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) Pioneer shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by Pioneer as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, Pioneer shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to Pioneer such financial information as in the judgment of Pioneer is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which Pioneer may have in law or equity.
- B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to Pioneer.
16. **Contract Term.** The term of this contract is two years, or until contract is terminated pursuant to Section 15 of this contract. Up to two one-year extensions may be negotiated within 90 days of contract expiration.
 17. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
 18. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to Pioneer, and Pioneer shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until Pioneer is satisfied that work of such value has been rendered pursuant to this agreement. However, Pioneer shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
 19. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of Pioneer, and Consultant agrees to deliver reproducible copies of such documents to Pioneer on completion of the services hereunder. Pioneer agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
 20. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
 21. **Conflict of Interest.** Consultant certifies that no official or employee of Pioneer, nor any business entity in which an official of Pioneer has an interest, has been employed or retained to solicit or aid

in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying Pioneer.

22. **Entirety of Agreement.** This Agreement contains the entire agreement of Pioneer and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
23. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
24. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
25. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

PIONEER COMMUNITY ENERGY:

Pioneer Community Energy
Attn:
2510 Warren Drive Suite B
Rocklin, CA 95677
Finance@pioneercommunityenergy.ca.gov

Phone:

CONSULTANT:

Phone: _____

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

PIONEER COMMUNITY ENERGY

By: _____

Printed Name/Title: Don Eckert, Executive Director

Approved as to Form – General Counsel:

By: _____

Printed Name/Title: Inder Khalsa, General Counsel

[NAME OF CONSULTANT]

By: _____

Name: _____

Title: Owner

By: _____

Name: _____

Title: _____

**If Consultant is a corporation, this agreement must be signed by a corporate officer, either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of Pioneer
- D. Hold Harmless Agreement and Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Maximum Limit & Fee Schedule

The total amount for services rendered not to exceed \$_____.

And, if applicable

The maximum hourly rate shall not exceed \$_____ per hour.

Invoices

Invoices shall include a list of work performed by billable hour including date, hours and services provided. Work performed by Consultant will be subject to final acceptance by Pioneer program manager(s).

Submit all invoices to:

Pioneer Community Energy

Attn: Eric Acedo

Finance@pioneercommunityenergy.ca.gov

2510 Warren Drive, Suite B

Rocklin, CA 95677

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF PIONEER**

(Specify all equipment and facilities to be provided or made available by Pioneer, and any other Pioneer obligations.)

**(typically)
NOT APPLICABLE**

EXHIBIT D

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PIONEER free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PIONEER arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PIONEER) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PIONEER or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PIONEER from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PIONEER means Pioneer or its officers, agents, employees, and volunteers.

2. INSURANCE:

CONSULTANT shall file with PIONEER concurrently herewith a Certificate of Insurance, in companies acceptable to PIONEER, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Pioneer Community Energy".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Pioneer, its officers, directors, officials,

employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with Pioneer upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of PIONEER, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by Pioneer as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "Pioneer Community Energy, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to Pioneer Community Energy with respect to any insurance or self-insurance programs maintained by Pioneer Community Energy and no insurance held or owned by Pioneer Community Energy shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Pioneer Community Energy."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against PIONEER and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

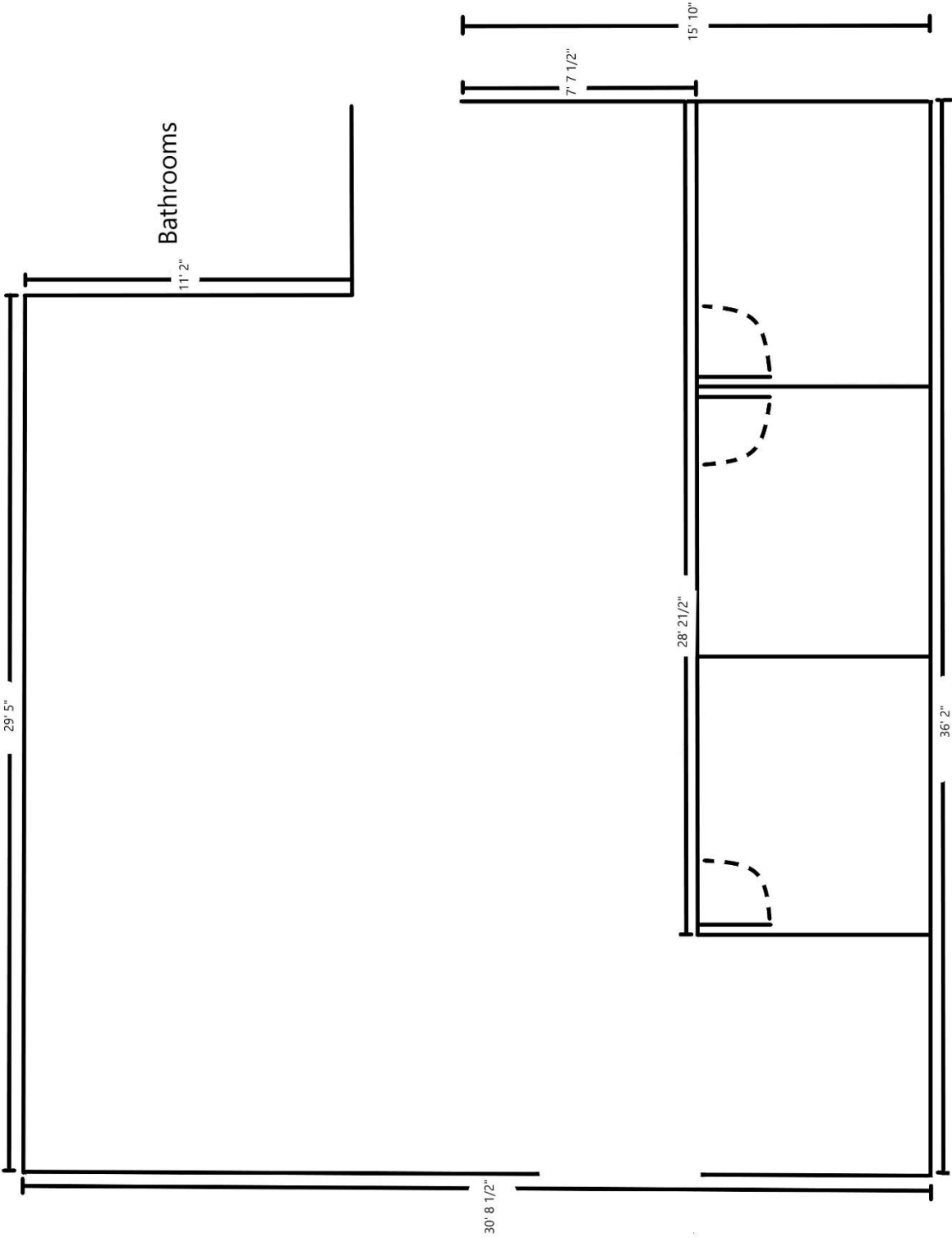
Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish Pioneer with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Pioneer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. Pioneer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Attachment B



Attachment C

CALIFORNIA LABOR CODE COMPLIANCE

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“Pioneer”), and agrees to be bound by all the provisions thereof as though set forth in full herein.

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Pioneer has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the Pioneer, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of \$25,000 or less, or maintenance work of \$15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].

4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance

monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. The Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide Pioneer with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to Pioneer a verified statement of the journeyman and apprentice hours performed under this Contract.

6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to Pioneer, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Date _____ Signature _____

Attachment D

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Pioneer Community Energy ("Pioneer"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with Pioneer to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Pioneer and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Pioneer in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal

and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its

Its

By: _____

By: _____

Its

Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

Attachment E

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Pioneer Community Energy ("Pioneer"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Pioneer in the penal sum of _____

_____ Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Pioneer, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Pioneer in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under 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. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. Pioneer is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its

Its

By: _____

By: _____

Its

Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*