

DOCUMENT 8

**JOINT DEVELOPMENT AUTHORITY OF PEACH COUNTY
AND THE CITY OF WARNER ROBINS**

PROPOSAL BOND

OFFEROR (Name and Address):

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

OWNER (Name and Address):

PROPOSAL

PROPOSAL DUE DATE: June 26, 2018

PROJECT: 2018 Cold Storage Facility

Engineering and design (including site surveys, construction plans, and permitting) and construction of a 60,000 square foot cold storage, warehouse facility used primarily for the purpose of shipping and receiving produce, pursuant to the specifications detailed in “Specifications for 2018 Cold Storage Facility”, dated May 22, 2018, and the Preliminary Plat and Construction Plans for Pure Flavor, dated May, 2018, and both of which prepared by Saunders Engineering Consultants, Inc. (the “Drawings”). The Work includes structural, mechanical and electrical engineering, design and construction of the Project including site work, as described in the RFP, the Specifications and the Drawings, and, if and to the extent provided in the Agreement, water and sewer improvements.

BOND

BOND NUMBER: _____ DATE: _____

(Not later than Proposal Due Date)

PENAL SUM: _____
(5% of Proposal Sum)

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

OFFEROR

SURETY

_____(Seal)
Offeror's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Title: _____
t

By: _____
Title: _____
(Attach Power of Attorney)

Attest: _____
Title: _____
Witness

Attest _____
Title: _____

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Offeror, Surety, Owner or other party shall be considered plural where applicable.

PENAL SUM FORM

1. Offeror and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Offeror the penal sum set forth on the face of this Bond.
2. Default of Offeror shall occur upon the failure of Offeror to deliver within the time required by the Proposal Documents the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Offeror's proposal and Offeror delivers within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents and Contract Documents, or
 - 3.2 All proposals are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Offeror within the time specified in the Proposal Documents (or any extension thereof agreed to in writing by Offeror and, if applicable, consented to by Surety when required by paragraph 5 hereof.)
4. Payment under this Bond will be due and payable upon default of Offeror and within 30 calendar days after receipt by Offeror and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on arising out of any time extension to issue notice of award agreed to in writing by Owner and Offeror, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Proposal Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Offeror and Surety, and in no case later than one year after Proposal Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Offeror and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "proposal" as used herein includes a proposal, offer or proposal as applicable.