

**SECTION 00 43 13
 PROPOSAL BOND**

<p>Proposer Name: Address <i>(principal place of business):</i></p>	<p>Surety Name: Address <i>(principal place of business):</i></p>
<p>Owner Name: City of Cumming Address: 100 Main Street Cumming, Ga 30040</p>	<p>Proposal Project: City of Cumming – PWPF – CLEARWELL IMPROVEMENTS Proposal Due Date: Friday, July 10, 2026</p>
<p>Bond Bond Amount: Date of Bond:</p>	
<p>Surety and Proposer, intending to be legally bound hereby, subject to the terms set forth in this Proposal Bond, do each cause this Proposal Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Proposer</p>	<p>Surety</p>
<p>By: _____ <i>(Full formal name of Proposer)</i> _____ <i>(Signature)</i></p>	<p>By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Proposal any difference between the total amount of Proposer's Proposal and the total amount of the Proposal of the next lowest, responsible Proposer that submitted a responsive Proposal, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Proposer, and Owner does not abandon the Project, then Proposer and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Proposer's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Proposal.
2. Default of Proposal occurs upon the failure of Proposer to deliver within the time required by the Proposing Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposing Documents and any performance and payment bonds required by the Proposing Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Proposer's Proposal and Proposer delivers within the time required by the Proposing Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposing Documents and any performance and payment bonds required by the Proposing Documents, or
 - 3.2. All Proposals are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Proposer within the time specified in the Proposing Documents (or any extension thereof agreed to in writing by Proposer 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 Proposer and within 30 calendar days after receipt by Proposer 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 any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Proposer, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Proposal due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Proposer and Surety, and in no case later than one year after the Proposal due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Proposer 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term “Proposal” as used herein includes an offer or proposal as applicable.