

## AGREEMENT

### FOR

#### Myrtle Beach Convention Center HVAC Renovation Phase II

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Myrtle Beach, hereinafter called "OWNER", and doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: Myrtle Beach Convention Center HVAC Renovation Phase II for the City of Myrtle Beach herein after called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days, or unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **Dollars (\$ \_\_\_\_\_)** or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. Notice to Bidders
  - B. Instructions to Bidders
  - C. Proposal
  - D. Bid Bond
  - E. Agreement
  - F. General Conditions
  - G. Supplementary Conditions
  - H. Contract Forms - Payment/Performance Bonds
    - Insurance Certificates
    - Notice of Award
    - Notice to Proceed

- I. GENERAL REQUIREMENTS prepared or issued by:  
Owens and Associates, Inc.
  - J. TECHNICAL SPECIFICATIONS prepared or issued by:  
Owens and Associates, Inc.
  - K. ADDENDA:  
 No. \_\_\_\_\_, dated \_\_\_\_\_  
 No. \_\_\_\_\_, dated \_\_\_\_\_  
 No. \_\_\_\_\_, dated \_\_\_\_\_
  - L. CONTRACT DRAWINGS prepared by Owens and Associates, Inc.,  
numbered as noted on the cover sheet.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times and in such amounts as required by the CONTRACT DOCUMENTS.
  7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
  8. CONTRACTOR agrees to commence WORK under the contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120 calendar days. CONTRACTOR further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in the Contract Document for failure to complete the work on time or failure to maintain continual Convention Center operation resulting in cancellation of a contracted event or activity.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counter parts, each of which shall be deemed an original on the date first above written.

CITY OF MYRTLE BEACH:

\_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

Myrtle Beach Convention Center HVAC Renovation Phase II  
for the City of Myrtle Beach

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 10, 2019 and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \_\_\_\_\_.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
The City of Myrtle Beach  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

**Receipt of the above NOTICE OF AWARD is hereby acknowledged**

By: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Title: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Myrtle Beach Convention Center HVAC Renovation Phase II  
for the City of Myrtle Beach**

NOW, THEREFORE if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the  
prosecution of the WORK provided for in such contract, and any authorized extension or  
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and  
coke, repairs on machinery, equipment and tools, consumed or used in connection with the  
construction of such WORK whether by SUBCONTRACTOR or otherwise, then this obligation  
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the contract or to the

WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

[SEAL]

By \_\_\_\_\_ (S)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: 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.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made,  
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_,

a copy of which is hereto attached and made a part hereof for the construction of:

**Myrtle Beach Convention Center HVAC Renovation Phase II  
for the City of Myrtle Beach**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, and any extensions thereof which may be granted by the OWNER, with or without  
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims  
and demands incurred under such contract, and shall fully indemnify and save harmless the

OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
(Principal) Secretary

[SEAL] By \_\_\_\_\_ (S)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Surety  
ATTEST: By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: 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.

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Project: Myrtle Beach Convention Center  
HVAC Renovation for the City of  
Myrtle Beach

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the work within 120 consecutive calendar days thereafter.  
The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_\_\_\_.

The City of Myrtle Beach  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED  
is hereby acknowledged by:

\_\_\_\_\_

this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_