DAVIS CONSTRUCTION

Project Quotation

Bradley Davis
406 Union St
Peterborough NH 03458
Office (603) 924-4038
www.davisconstructionco.net

Proposal Submitted To: Town of Jaffrey NH

Job Name: Jaffrey Meeting House Rehabilitation
Date Submitted: Thursday, August 19, 2021

Project to be completed in strict accordance with Bid Documents provided, both Drawing and Specifications , Dated June 25, 2021 as prepared by Michael Petrovick Architects, PLLC.

Total price quoted for all items as described above: $ 159,850.00
(One Hundred Forty Nine Thousand Eight Hundred Fifty Dollars and Zero Cents)

Thank you,

Bradley Davis
Bradley Davis
Davis Construction
Office – 603-924-4038
Cell- 603-630-0848
https://www.facebook.com/davisconstructionco
www.davisconstructionco.net

TOWN OF JAFFREY, NEW HAMPSHIRE
INVITATION TO BID

SUBMIT BID TO:

Town of Jaffrey
Department of Public Works
23 Knight Street
Jaffrey, NH 03452

Facsimile bids are not acceptable.

BIDDER ACKNOWLEDGEMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF JAFFREY. THE TOWN OF JAFFREY MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

NOTICE TO BIDDERS: SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED TOWN BID FORMS. THESE BIDS WILL BE PUBLICLY OPENED AT TOWN HALL OR OTHER DESIGNATED AREA, IN THE PRESENCE OF BIDDERS AND TOWN OFFICIALS. ALL BIDDERS AND THE PUBLIC ARE INVITED AND ENCOURAGED TO ATTEND THE BID OPENING. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE BOARD OF SELECTMEN FOR AWARD OF BID. SUCH AWARD IS TO BE MADE AT A SUBSEQUENT MEETING OF THE BOARD. ALL AWARDS OF BIDS ARE SUBJECT TO APPROPRIATION.

PURPOSE OF BID: THE TOWN OF JAFFREY INTENDS TO SECURE A SOURCE OF SUPPLY FOR ITEM (S) OR SERVICE (S) AT THE LOWEST PRICE; EARLY AND SATISFACTORY MANUFACTURE; AND PROMPT AND CONVENIENT SERVICE AND SHIPMENT BY THE SUPPLIER TO THE TOWN. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR TERMINATION OF CONTRACT. THE TOWN RESERVES THE RIGHT TO MAKE AN AWARD TO THE SUPPLIER WHERE THE PRODUCT MEETS THE SPECIFICATIONS, TERMS AND CONDITIONS AND WHERE THE BID IS CONSIDERED TO BEST SERVE THE TOWN'S INTERESTS.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on

attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: Meetinghouse Tower Project

BIDS WILL BE OPENED **11:00 A.M**. (EST), August 20, 2021 and may not be withdrawn during the 60 calendar days following such date and time.

_____

Jon Frederick, Town Manager
603-532-7445

****

B. Davis Construction Co. LLC
CORRECT LEGAL NAME OF BIDDER

_____
(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

owner
TITLE

Bradley Davis
TYPED/PRINTED NAME OF AUTHORIZED AGENT

406 Union Street
ADRESS

Peterborough NH 03458

PHONE NO: (603) 924-4038

47-1179740
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through ## inclusive of the Invitation to Bid as well as any special instructions if applicable.

References

The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all requirements of the plans and specifications:

1. Have been in business under present

   Name: B. Davis Construction Co. LLC

   for 9 years.

2. Ever failed to complete any work awarded? NO
   If so, explain using additional sheet of plain 8 ½" x 11" paper as necessary.

3. List recent contracts, preferably with municipalities, with names of towns/cities/owners on which you served as contractor or provided service or materials of the same nature as we are requesting:

	Type System, Project/Job	Town/Owner/Location	Contact Person	Tel. No.
a)	Historic Roof	Jaffrey NH - Meeting House	Robert Stephenson	532-6066
b)	State P.t Toilets	various NH state parks	Scott Coruth	271-3676
c)	Masonry repairs on McDowell Dam	US Army Corps, Peterborough NH	Donna Knowles	610-832-8256

Upon written request from the Purchasing Agent or the **Superintendent of Highways and Facilities,** the bidder may be required to produce other information to support its qualifications and to make sure it is financially qualified to carry out the contract.

NON – COLLUSION AFFIDAVIT

State of New Hampshire

being first duly sworn, deposes and says that:

1. He/She is owner of B. Davis Construction the bidder has submitted the attached bid;

2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the same bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain form bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, or to fix any overhead profit or cost element of the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the TOWN OF JAFFREY NEW HAMPSHIRE, or any person interested in the proposed Contract, and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED: _____

TITLE: Owner

SUBSCRIBED AND SWORN TO before me this 19 day of August 2021

Commission Expires: June 7, 2022

RENEE N. DAVIS, Notary Public
State of New Hampshire
My Commission Expires June 7, 2022

_____
Notary Public, State of New Hampshire

INDEMNITY AGREEMENT

The undersigned agrees to indemnify and hold harmless the Town of Jaffrey, New Hampshire from any and all claims for property damage and/or personal injury which may arise as a result of the undersigned's performance of the terms of this agreement, including, but not limited to, any attorneys fees and associated legal expenses which may be incurred by the Town in defending itself from any claims which may arise.

B. Davis Construction Co. LLC
Company Name

Aug. 18, 2021
Date

Authorized Signature

Bradley Davis
Above Signature Typed or Printed

PROJECT: Meetinghouse Tower Project

(SUBMIT THIS SHEET WITH BID)

Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

__✓__ The party bidding is a sole partnership. Below the signature affixed on the Proposal Sheet, a sole proprietorship's owner shall write "sole owner" or "doing business as (name of bidder)".

_____ The party bidding is a partnership and the party signing is one of the partners. Below the signature affixed on the Proposal Sheet, a signatory for a partnership shall write "member of the firm"

_____ The party bidding is a corporation. The signing party is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The Secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

Name of Bidder: D. Davis Construction Co. LLC

INDEMNITY AGREEMENT

The undersigned agrees to indemnify and hold harmless the Town of Jaffrey, New Hampshire from any and all claims for property damage and/or personal injury which may arise as a result of the undersigned's performance of the terms of this agreement, including, but not limited to, any attorneys fees and associated legal expenses which may be incurred by the Town in defending itself from any claims which may arise.

B. Davis Construction Co. LLC
Company Name

Aug. 18, 2021
Date

Authorized Signature

Bradley Davis
Above Signature Typed or Printed

PROJECT: Meetinghouse Tower Project

(SUBMIT THIS SHEET WITH BID)

Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, B. Davis Construction, LLC.

of 406 Union Street Peterborough NH 03458

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto Town of Jaffrey, Dept of Public Works

of 23 Knight Street Jaffrey NH 03458

(hereinafter called the Obligee) in the penal sum of Five Percent of Bid Amount

Dollars 5% lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated 08/20/2021 for rehabilitation of the Town of Jaffrey Meetinghouse Tower

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: August 19, 2021

B. Davis Construction, LLC.
Principal

By: _____

The Ohio Casualty Insurance Company

By: *Michael B Yarosevich*
Michael B Yarosevich (Attorney-in-Fact)

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE Seal No. 7488

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201269-968077**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Robert B. Pattison; Eileen S. Bearor; Amber Brown; Lacey M. Burleson; Catherine M. Coonan; Benjamin Fuller; Gabrielle M. Gladding; Julie Goodell; Philip S. Latvis, Jr.; Sharon MacEachern; Kate K. Mahar; Frederick K. Manson; Corey N. Mears; David J. Newell; Mark W. Richards; Peter T. Richards; Regina Werner; William R. Willson; Michael B. Yarosevich; Wendy Youngs-Chase

all of the city of Brattleboro state of VT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Seal No. 7488

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

INDEMNITY AGREEMENT

Indemnitor represents that all statements made in the Application are true and made without reservation to induce Surety to extend surety credit on its behalf in reliance upon the Agreement; confirms that it has a material and beneficial interest in the provision of each Bond requested including Bonds requested in other Applications or as otherwise permitted; and hereby agrees with Surety as follows:

1. **Definitions applicable to the Indemnity Agreement:**
   Agreement: This Indemnity Agreement, and any other agreement between Indemnitor and Surety executed for Surety's benefit.
   Bonds: Any and all bonds or other obligations, renewals, extensions, replacements and substitutions thereof, issued prior to or after the execution of this Agreement, and issued for or at the request of any Indemnitor, whether requested pursuant to this or any other Application.
   Indemnitor: Each and all of the undersigned, their current and future subsidiaries and affiliates, and any person or business entity added by written amendment (to which amendment Indemnitors hereby agree may be executed solely by that new Indemnitor), joint and severally, whether acting alone or in joint venture with others, and, as to all of them, their successors, assigns, and heirs. Where used in the Agreement, the term applies to Indemnitors individually and collectively.
   Loss: Claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever, and interest thereupon from the date upon which Surety incurs a Loss or posts reserves in anticipation of Loss, which Surety may incur in any manner relating to the extension of surety credit, including but not limited to Bonds and/or the enforcement of the Agreement.
   Surety: The Ohio Casualty Insurance Company and any other member of the Liberty Mutual Group for which Surety business is underwritten, severally not jointly; their respective successors and assigns; any co-surety, reinsurer, or surety that issues a Bond at the request of Surety.
2. **Premiums:** Indemnitor shall pay premiums when due, and to deliver evidence satisfactory to Surety, of the release of all liability;
3. **Indemnity:** Indemnitor shall exonerate, indemnify and hold harmless Surety from and against any and all Loss;
4. **Place in Funds:** Indemnitor shall place Surety in funds immediately upon demand in the amount Surety deems necessary to protect itself from any Loss or potential Loss, Surety having the right to use all or part of the funds in payment, settlement, or reimbursement to itself of any Loss;
5. **Assignment:** (I) Scope: Indemnitor assigns and pledges to Surety as security, a lien and security interest in its interest, title, and rights in and growing out of the following: (a) any bonded contract, any agreement related to a bonded contract including any labor or supply subcontract and any Bond in support thereof, and any action, claim or demand which Indemnitor may acquire against any party to these contracts or otherwise related to a bonded contract; (b) all machinery, supplies, equipment, plant, tools and materials which are or may be on the site of the bonded contract, including materials purchased, being constructed, in storage, or in transit; (c) to the extent Surety determines necessary to fulfill or complete bonded obligations: licenses, patents, copyrights, trade secrets, limited partnership and general partnership interests; (d) any funds that are due or may become due on a bonded contract or other contract, including retention and recovery from claims. (II) Exercise of Rights by Surety: The assignment is effective upon the date of this Indemnity Agreement, but the Surety may exercise its rights only if Indemnitor: (i) breaches a bonded contract, Bond, or the Agreement; (ii) is declared in default by a Bond obligee or a payment bond claim is made; (iii) makes an assignment for the benefit of creditors; an application for the appointment of a trustee or receiver is made; or files an application under the Bankruptcy Code or similar laws of any state; (iv) is subject to any proceeding which deprives it of the use of the materials referred to in (b), above; (v) is debarred or otherwise declared ineligible for public work; and (vi) if an individual, an Indemnitor's death, disappearance, incompetence, insolvency, conviction of a felony or imprisonment.
6. **Security Agreement:** This Agreement shall constitute a Security Agreement to the Surety and a Financing Statement, both in accordance with the Uniform Commercial Code of every jurisdiction in which such Code is in effect, but the filing or recording of the Agreement shall be solely at Surety's option, and the failure to file shall not release or impair any Indemnitor's obligations under the Agreement or otherwise, nor shall it be in any manner in derogation of any of the Surety's rights.
7. **Power of Attorney:** Indemnitor irrevocably appoints Surety as Attorney-in-fact with the full right and authority, but not the obligation, to exercise the rights of Indemnitor assigned to Surety above, and to execute on behalf of and sign Indemnitor's name to any document deemed necessary by Surety to give full effect to the purposes of the Agreement. Indemnitor hereby ratifies all acts taken by Surety as attorney-in-fact, acknowledges that this power of attorney is a power coupled with an interest, and agrees to hold harmless Surety from any claims, damages, loss or expense incurred by its use.
8. **Surety's Rights:** (a) Loss: Surety has the right at its sole discretion to pay or settle any Loss and the sworn voucher of payment signed by Surety shall be prima facie evidence of Indemnitor's liability; (b) Suits: Surety may bring separate lawsuits to recover under the Agreement, and doing so or recovering by way of judgment upon a cause of action shall not prejudice or bar the bringing of suits upon other causes of action, whenever they may arise; (c) Other Agreements: Any rights Surety may have or acquire against Indemnitor under the Agreement are in addition to and not in lieu of any rights afforded Surety under any other agreement related to surety credit; and, if Surety executes any Bond with a co-surety or reinsures all or part of a Bond, all the terms of the Agreement shall apply and operate for the benefit of the co-surety and reinsurer, as their interests may appear; (d) Decline or Cancel Bonds: Surety shall have the right to decline or cancel a Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (e) Non-waiver: the exercise, delay or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude any subsequent exercise or waiver of these or any other rights, remedies by the Surety. (f) Book and Records: At any time, Surety shall have the right of reasonable access to the books, records and/or accounts of Indemnitors and Principals for the purpose of inspection, copying or reproduction. Failure to provide such access shall be a breach of this Agreement, and shall entitle Surety to demand, in its sole discretion, collateral, in a form acceptable to Surety, up to the penal sum of any outstanding Bond(s).
9. **Counterparts:** This Application may be executed in multiple counterparts, each being deemed an original but all of which constitute one and the same agreement.
10. **This Document:** If the execution of this Agreement shall be defective for any reason, such defect or invalidity shall not affect the validity of the Agreement as to any other Indemnitor. If any provision is held invalid, the remaining provisions shall retain their full force and effect. A facsimile, photocopy, or electronic reproduction shall be considered an original and shall be admissible in a court of law to the same extent as an original.
11. **Termination:** Indemnitor may terminate its indemnity obligations under this Indemnity Agreement for future bonds upon twenty (20) days written notice to Surety, sent by registered or certified mail, to 9450 Seward Road Fairfield, OH 45014, Attn: Bond Depart. Such notice shall not modify or discharge Indemnitor's obligations for Bonds authorized, executed, or committed to by Surety prior to the discharge date (including renewals, extensions, modifications and substitutions), or for final Bonds issued for bid bonds issued prior to the discharge date.

By signing below, each individual signing on behalf of a business entity and/or a trust, represents and warrants that he or she is duly authorized by the entity and/or trust to bind it to this Indemnity Agreement and that the entity and/or trust has a material interest in the issuance of any requested Bonds. In the case of a trust, the Trustee further represents and warrants that he or she has the ability and will resolve out of trust assets the obligations to the surety pursuant to the Indemnity Agreement regardless of any spendthrift provisions or any other limitations on distributions.

This Indemnity Agreement is dated: 8/19/21.

Indemnitor (Business - include DBA if applicable):
Company Name: B. Davis Construction Co, LLC
Authorized Signature: _____
Printed Name: Bradley Davis

Indemnitor (Individual):
Signature: _____
Printed Name: Bradley Davis

Indemnitor (Individual):
Signature: _____
Printed Name: Renee Davis

Indemnitor (Trust):
Trust Name: _____
Authorized Trustee: _____
Printed Name: _____

Indemnitor (Business - include DBA if applicable):
Company Name: _____
Authorized Signature: _____
Printed Name: _____

Indemnitor (Individual):
Signature: _____
Printed Name: _____

Indemnitor (Individual):
Signature: _____
Printed Name: _____

Indemnitor (Trust):
Trust Name: _____
Authorized Trustee: _____
Printed Name: _____