

PRINCIPALS

Daniel W. Mitchell
Nancy M.D. Faught
Keith D. McCormack
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart
Todd J. Sneathen

CONTROLLER

Donna M. Martin

SENIOR ASSOCIATES

Gary J. Tressel
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan
Thomas G. Maxwell

ASSOCIATES

Marshall J. Grazioli
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
Jane M. Graham
Aaron A. Uranga
Salvatore Conigliaro
Melissa A. Coatta
Michael P. Darga
Brian K. Davies
Matthew G. Slicker
James J. Surhigh
Trevor S. Wagenmaker

HUBBELL, ROTH & CLARK, INC.

STREET: 2101 Aurelius Road, Suite 2A
Holt, MI 48842

PHONE: 517-694-7760

WEBSITE: hrcengr.com

OTHER OFFICE LOCATIONS

Bloomfield Hills
Detroit
Grand Rapids
Howell
Jackson
Kalamazoo
Lansing

**ADDENDUM NO. 3
FOR THE
ESKER PARK PLANS & SPECIFICATIONS
DELHI CHARTER TOWNSHIP
HOLT, MICHIGAN**

ISSUED: November 16, 2018

HRC Job No. 20160766

This Addendum No. 3 is issued prior to receipt of bids to provide for certain changes and clarifications to the specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. **The Proposer shall acknowledge the receipt of this Addendum by signing below, including this addendum with their proposals, and completing the Addenda section on Page 5 of the Proposal Form (Section 00150).** Failure to sign the Addenda Section of the Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given within each heading.

CONTRACT DOCUMENTS

1. Specification 00150 – Proposal (Revised and Reissued)
 - Updated *Utility, Elec* quantity and unit.

CONTRACTOR QUESTIONS

- Q1: Will a permit be required for a temporary crossing at the Cook & Thorburn Drain?**
- A1: We will evaluate the situation and work with the successful contractor to provide any additional information necessary depending on the approach taken for the project.
- Q2: Can an allowance be established for electrical utility fees?**
- A2: The *Utility, Elec* pay item (line 75 and Quantities on Plan Sheet 20) is accounting for an allowance for electrical utility fees. The Proposal has been updated to reflect the correct quantity and unit shown on the plans.

A copy of the amended pages of the Contract Documents noted in this Addendum No. 3 have been posted online at <http://www.hrcengr.com/bid-info/> and should be utilized during the preparation of the bids and incorporated into the Bid Documents.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Todd J. Sneathen, P.E.

TJS/jdk

Attachment:

pc: Specification 00150 – Proposal
All Prospective Bidders
Delhi Charter Township; T. Miller
HRC; N. Womack, S. Carver, File

Received and Acknowledged by:

Company Name: _____

Name: _____

Written Name: _____

Address: _____

Telephone: _____ Fax: _____

PROPOSAL
FOR
ESKER PARK
DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN

Delhi Charter Township
4410 Holt Road
Holt, Michigan, 48842

Bids Due: November, 20, 2018
On or Before 2:00pm, Local Time
HRC Job No. 20160766

To Prospective Bidders:

Name of Bidder: _____

Address: _____

Date: _____ Telephone: _____ Fax: _____

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the _____, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed Esker Park Project and appurtenant construction in the Charter Township of Delhi, Ingham County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said Esker Park Project, and appurtenant work, and agrees to contract with the Charter Township of Delhi to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Charter Township of Delhi, in strict accordance with the Owner's General Conditions, and with the full

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intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

BASE BID

<u>Item</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization, 5% Max	1	LS	@ \$ _____	= \$ _____
2. Hand Patching	25	Ton	@ \$ _____	= \$ _____
3. Dust Palliative, Applied	1	Ton	@ \$ _____	= \$ _____
4. Dock Anchor	6	Ea	@ \$ _____	= \$ _____
5. Plastic Drum, High Intensity, Furn	20	Ea	@ \$ _____	= \$ _____
6. Plastic Drum, High Intensity, Oper	20	Ea	@ \$ _____	= \$ _____
7. Barricade, Type III, High Intensity, Lighted, Furn	4	Ea	@ \$ _____	= \$ _____
8. Barricade, Type III, High Intensity, Lighted, Oper	4	Ea	@ \$ _____	= \$ _____
9. Permit Allowance	1000	Dlr	@ \$ _____	= \$ _____
10. Sign, Type B Temporary, Prismatic, Furn	100	Sft	@ \$ _____	= \$ _____
11. Sign, Type B Temporary, Prismatic, Oper	100	Sft	@ \$ _____	= \$ _____
12. Erosion Control, Temporary Silt Fence	5000	Ft	@ \$ _____	= \$ _____
13. Erosion Control, Inlet Protection, Fabric Drop	3	Ea	@ \$ _____	= \$ _____
14. Erosion Control, Gravel Access Mat	1	Ea	@ \$ _____	= \$ _____
15. Erosion Control, Turbidity Curtain	500	Lft	@ \$ _____	= \$ _____
16. Site Clearing - Moderate Land Coverage	1.75	Acre	@ \$ _____	= \$ _____
17. Site Clearing - Heavy Land Coverage	0.3	Acre	@ \$ _____	= \$ _____
18. Stripping/Stockpiling Topsoil	3910	Syd	@ \$ _____	= \$ _____
19. Sawcut, Intermediate	228	Ft	@ \$ _____	= \$ _____
20. Cold Milling HMA Surface	685	Syd	@ \$ _____	= \$ _____
21. HMA Surface, Rem	240	Syd	@ \$ _____	= \$ _____
22. Curb and Gutter, Rem	225	Ft	@ \$ _____	= \$ _____
23. Excavation, Earth	3340	Cyd	@ \$ _____	= \$ _____
24. Tree, Rem, 6 inch to 18 inch	12	Ea	@ \$ _____	= \$ _____
25. Tree, Rem, 19 inch to 36 inch	1	Ea	@ \$ _____	= \$ _____
26. Granular Material, Cl II	2545	Cyd	@ \$ _____	= \$ _____
27. Aggregate Base, 6 inch	1960	Syd	@ \$ _____	= \$ _____
28. Aggregate Base, 8 inch	1970	Syd	@ \$ _____	= \$ _____
29. Aggregate Surface Cse, 5 inch	490	Syd	@ \$ _____	= \$ _____
30. HMA, LVSP	315	Ton	@ \$ _____	= \$ _____
31. HMA, 36A, Surface Course	233	Ton	@ \$ _____	= \$ _____
32. HMA, 13A, Base Course	236	Ton	@ \$ _____	= \$ _____
33. Conc Pavt, Nonreinf, 6 inch	76	Syd	@ \$ _____	= \$ _____
34. Curb and Gutter, Conc, Det B1	470	Ft	@ \$ _____	= \$ _____
35. San Service Clean-Out, Double Wye, 6 inch	1	Ea	@ \$ _____	= \$ _____
36. San Service Lead, PVC SDR 23.5, 6 inch, CSB	150	Ft	@ \$ _____	= \$ _____

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37.	San Service Connection, 6 inch	1	Ea	@	\$	=	\$
38.	1" Water Tap with Corp Stop	1	Ea	@	\$	=	\$
39.	Water Service, 1 inch	90	Lf	@	\$	=	\$
40.	Curb Stop and Box, 1 inch	1	Ea	@	\$	=	\$
41.	Water Service Trench, Undercut, and Backfill	90	Ft	@	\$	=	\$
42.	1" Service Connection to Main	1	LS	@	\$	=	\$
43.	Drinking Fountain	1	Ea	@	\$	=	\$
44.	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	120	Ft	@	\$	=	\$
45.	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	324	Ft	@	\$	=	\$
46.	Pavt Mrkg, Ovly Cold Plastic, Accessible Symbol	2	Ea	@	\$	=	\$
47.	Sign Type IIIA	65	Sft	@	\$	=	\$
48.	Post, Steel, 3lb	60	Ft	@	\$	=	\$
49.	Concrete Wheel Stop	31	Ea	@	\$	=	\$
50.	6" Removable Bollard	3	Ea	@	\$	=	\$
51.	Pre-Fabricated Restroom Facility	1	LS	@	\$	=	\$
52.	Plumbing Allowance	1	LS	@	\$	=	\$
53.	Heavy Duty Hoop Bike Rack	4	Ea	@	\$	=	\$
54.	6' Park Bench	3	Ea	@	\$	=	\$
55.	ADA Floating Dock - Materials & Delivery	1	LS	@	\$	=	\$
56.	ADA Floating Dock - Installation	1	LS	@	\$	=	\$
57.	Masonry Gateway Sign complete, (include concrete footing, minimum 42" depth)	1	Ea	@	\$	=	\$
58.	Rough Grading	1	LS	@	\$	=	\$
59.	Machine Grading	13	Sta	@	\$	=	\$
60.	Shared Used Path, Grading, Special	1715	Ft	@	\$	=	\$
61.	Embankment, CIP	330	Cyd	@	\$	=	\$
62.	Sewer, CI IV, 24 inch, Tr Det A	105	Ft	@	\$	=	\$
63.	Dr Structure, 48 inch dia	2	Ea	@	\$	=	\$
64.	Dr Structure Cover, Type B, Special	2	Ea	@	\$	=	\$
65.	Dr Structure Cover, Type J	2	Ea	@	\$	=	\$
66.	Dr Structure Cover, Adj, Case 1	4	Ea	@	\$	=	\$
67.	Rain Garden	1	LS	@	\$	=	\$
68.	Turf Establishment	9680	Syd	@	\$	=	\$
69.	Linear Wetland Restoration, Budget	45	Syd	@	\$	=	\$
70.	Type "OA" Light Standard	10	Ea	@	\$	=	\$
71.	Light Std Fdn	10	Ea	@	\$	=	\$
72.	Conduit, Schedule 40, 2 inch	1030	Ft	@	\$	=	\$
73.	DB Cable, In Conduit, 600V, 1/C#6	1390	Ft	@	\$	=	\$
74.	Cable, Equipment Grounding Wire, 1/C#6	695	Ft	@	\$	=	\$
75.	Utility, Elec	6000	Dlr	@	\$	=	\$
76.	Wood Pole, Fit Up	1	Ea	@	\$	=	\$
77.	Conduit, Rigid Galv Steel, 2 inch	80	Ft	@	\$	=	\$

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78.	Hh, Polymer Conc	1	Ea	@	\$	= \$	
79.	Electrical Work	1	LS	@	\$	= \$	
80.	Braced Excavation, Left in Place	1	LS	@	\$	= \$	
81.	Excavation, Fdn	325	Cyd	@	\$	= \$	
82.	Subgrade Undercutting, Type III	12	Cyd	@	\$	= \$	
83.	Conc, Grade S2, Subfooting	6	Cyd	@	\$	= \$	
84.	Reinforcement, Steel, Epoxy Coated	17064	Lb	@	\$	= \$	
85.	Substructure Conc, Modified	99	Cyd	@	\$	= \$	
86.	Isolation Joint	1	LS	@	\$	= \$	
87.	Joint Waterproofing	60	Sft	@	\$	= \$	
88.	Backfill, Structure, CIP	260	Cyd	@	\$	= \$	
89.	Prefabricated Pedestrian Bridge, Furnished	1	LS	@	\$	= \$	
90.	Prefabricated Pedestrian Bridge, Erected	1	LS	@	\$	= \$	
91.	Prefabricated Pedestrian Bridge, Conc Deck	20	Cyd	@	\$	= \$	
92.	Conc, Appro Sidewalk	250	Sft	@	\$	= \$	
93.	Water Repellent Treatment, Penetrating	125	Syd	@	\$	= \$	
94.	Pedestrian Railing, Wingwall	22.5	Ft	@	\$	= \$	
95.	Elec Grounding System	2	Ea	@	\$	= \$	
96.	RipRap, Heavy	80	Syd	@	\$	= \$	
97.	Aggregate Base, LM	90	Cyd	@	\$	= \$	
98.	Pedestrian Guardrail	174	Ft	@	\$	= \$	
99.	Steel Sheet Piling, Temp	600	Sft	@	\$	= \$	
100.	CORNUS BAILEYI	14	ea	@	\$	= \$	
101.	J. SA. TAMARISCIFOLIA	14	ea	@	\$	= \$	
102.	PICEA ABIES	8	ea	@	\$	= \$	
103.	TILIA CORDATA GREENSPIRE	6	ea	@	\$	= \$	
104.	WEIGELA F. RED PRINCE	10	ea	@	\$	= \$	
105.	RUDBECKIA F. GOLDSTURM	29	ea	@	\$	= \$	
106.	PHLOX P. ORANGE PERFECTION	28	ea	@	\$	= \$	
107.	SEDUM PUR. AUTUMN JOY	30	ea	@	\$	= \$	
108.	ECHINACEA HOT PAPAYA	32	ea	@	\$	= \$	
109.	Seed Mix A - Lo Pro Dry Mesic Mix	3.5	ac	@	\$	= \$	
110.	Seed Mix B - Upland Forest SavannaMix	0.5	ac	@	\$	= \$	

Total Amount of Bid \$ _____

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

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Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to Delhi Charter Township in the amount of Five Percent (5%) of the amount of the Proposal. See Instructions to Bidders – Bid Deposit for more information.

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

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TIME OF COMPLETION

If awarded the Contract for the Esker Park Project, we agree to have all work substantially completed by May 31, 2019. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by Friday, May 31st, 2019.

The execution of all work and specific constraints as described in the contract drawings and specifications must be strictly adhered to.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the Delhi Charter Township. The Bidder guarantees that the work will be completed within the time limit stated herein before or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of \$900.00, for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning May 31, 2019 until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

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BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Charter Township of Delhi.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: _____

Signature: _____ Title: _____

Address: _____

County: _____ State: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) _____

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares the legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____
_____. The Corporation is
- LICENSED TO DO BUSINESS IN MICHIGAN
- NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of _____

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20__.

By (Signature) _____

Printed Name of Signer _____

Title _____

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BID BOND

We, the undersigned, _____

As Principal, hereinafter called the Principal, and _____

A corporation duly organized under the laws of the State of _____

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: _____

in the sum of _____ Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the CONTRACT DOCUMENTS with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then the obligation of the Principal shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20_____

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Title)

END OF SECTION