

**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

**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  
Todd J. Sneathen  
Aaron A. Uranga  
Salvatore Conigliaro  
Melissa A. Coatta  
Michael P. Darga  
Brian K. Davies  
James E. Scholl  
Matthew G. Slicker  
James J. Surhigh  
Trevor S. Wagenmaker

**HUBBELL, ROTH & CLARK, INC.**

STREET: 105 W. Grand River  
Howell, MI 48843

PHONE: 517-552-9199

WEBSITE: hrcengr.com

**OTHER OFFICE LOCATIONS**

Bloomfield Hills  
Delhi Township  
Detroit  
Grand Rapids  
Jackson  
Kalamazoo  
Lansing

ADDENDUM NO. 1  
2020 MAJOR ROAD MAINTENANCE PROGRAM  
CITY OF WIXOM  
OAKLAND COUNTY, MICHIGAN

March 31, 2020

HRC Job No. 20190487

ONLINE ONLY

<http://www.hrcengr.com/bid-info/>

INTENT:

This Addendum No. 1 is issued prior to receipt of bids to provide for certain changes and clarifications to the specifications and/or the plans, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. The General Conditions and Specifications for the original work and the Contract Drawings are to govern this work unless otherwise revised herein. All other conditions remain the same.

CONTRACT DOCUMENTS

1. SPECIFICATION SECTION 00030 – ADVERTISEMENT (Revised and Reissued).
  - Procedure for bid submittal - Sealed proposals for the construction of the 2020 Major Road Maintenance Program will be received by the City of Wixom until **4:00 p.m. Local Time on Tuesday, April 7, 2020. Bids can be submitted by mail or dropped off to the drop box at the Police Station at City Hall.**
  - Procedure for bid opening – **All bids will be privately opened on Thursday April 9, 2020. Bid tabs will be posted on HRC’s website on Monday April 13, 2020.**
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2. SPECIFICATION SECTION 00300 – PROPOSAL (Revised and Reissued).
  - Procedure for bid submittal - Sealed proposals for the construction of the 2020 Major Road Maintenance Program will be received by the City of Wixom until **4:00 p.m. Local Time on Tuesday, April 7, 2020. Bids can be submitted by mail or dropped off to the drop box at the Police Station at City Hall.**
  - **Bidder must acknowledge addendum with signature on page 00300/6**

A copy of the amended pages of the Contract Documents noted in this Addendum No. 1 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.

The Bidder shall acknowledge receipt of this Addendum No. 1 by signing in the location provided below and incorporating this Addendum No. 1 with the submission of his bid.

Failure to include Addendum No. 1 and its attachments may result in rejection of the bid.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Andy Malczewski

AEM/lg

Attachment

pc: All Prospective Bidders  
City of Wixom; Tim Sikma, Jodi Gallo  
HRC; N. Faught, M. Darga, N. Womack, S. Hanney, File

Accepted by:

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

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

ADVERTISEMENT FOR BIDS  
2020 MAJOR ROAD MAINTENANCE PROGRAM  
CITY OF WIXOM  
OAKLAND COUNTY, MICHIGAN

Sealed proposals for the construction of the 2020 Major Road Maintenance Program will be received by the City of Wixom until **4:00 p.m. Local Time on Tuesday, April 7, 2020. Bids can be submitted by mail or dropped off to the drop box at the Police Station at City Hall. All bids will be privately opened on Thursday April 9, 2020. Bid tabs will be posted on HRC's website on Monday April 13, 2020.**

Bidders shall review and comply with the Instructions to Bidders, which are incorporated by reference, and carefully review all Contract Documents, as defined in the Instructions to Bidders. Bids submitted after the exact time specified for, receipt will not be considered.

The Contracts will consist of the following principal items of work and appurtenances as specified herein and shown on the Contract Drawings.

Description of Work

Roadway improvements in residential area including the following items of work and approximate quantities:

Curb and Gutter, Rem	925 Ft
Pavt, Rem	150 Syd
Sidewalk, Rem	66 Syd
Aggregate Base, Special	4000 Syd
Subgrade Undercutting	1,400 Cyd
Shoulder, CL I, 21AA, Special	50 Ton
Cold Milling, HMA Surface	25,600 Syd
HMA Surface, Rem	3,500 Syd
Conc Pavt with Integral Curb, Nonreinf, 8 inch	137 Syd
Curb and Gutter, Conc, Match Existing	400 Ft
Driveway Opening, Conc, Det M	550 Ft
Geogrid	2,550 Syd
Dr Structure Cover, Adj, Case 1	15 Ea
Drainage Structure, Pointing	22 Ea
Sidewalk Ramp, Conc, 6 inch, Special	550 Sft
Pavt Mrkg, Sprayable Thermopl, 4 inch, White	4,100 Ft
Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	11,300 Ft
Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk HMA	500 Ft 4,050 Ton
Turf Establishment	165 Syd

Copies of Plans and Specifications and Proposal Forms shall be available on or after March 17, 2020 at the offices of Hubbell, Roth & Clark, Inc., Consulting Engineers, 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360.

A non-refundable payment of forty-five (\$45.00) Dollars, **CHECK ONLY, payable to "Hubbell, Roth & Clark, Inc."** will be required for each set of Drawings and Specifications. Drawings and Specifications can be

shipped by U.P.S. ground for a shipping and handling charge of fifteen (\$15.00) Dollars, CHECK ONLY, non-refundable, to Hubbell, Roth & Clark, Inc. The Bidder is advised that to submit a bid on this project, the Bidder must have purchased a set of Plans and Specifications from Hubbell, Roth & Clark, Inc.

Proposals submitted by Bidders who have been debarred, suspended, or made ineligible by any Federal Agency will be rejected.

**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 bid proposal shall be submitted on the proposal forms provided and shall be accompanied by a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Wixom in the amount of five percent (5%) of the accompanying bid. Proposal Guarantee shall provide assurance that the bidder will, upon acceptance of the bid, execute the necessary Contract with the City of Wixom. No bid may be withdrawn after scheduled closing time for receiving bids for at least sixty (60) days.

The successful bidder will be required to furnish satisfactory Performance, Labor and Material, and Maintenance and Guarantee Bonds.

The City of Wixom reserves the right to reject all bids and to waive irregularities in bidding.

No Proposal will be received unless made on blanks furnished and delivered to the City of Wixom Clerk on or before 4:00 p.m., Local time, April 7, 2020.

City of Wixom  
49045 Pontiac Trail  
Wixom, Michigan 48393

Catherine Buck, City Clerk  
248-624-4557

Crystal Opalko, Deputy Clerk  
248-624-4557

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PROPOSAL  
FOR  
2020 MAJOR ROAD MAINTENANCE PROGRAM  
CITY OF WIXOM  
OAKLAND COUNTY, MICHIGAN

City of Wixom  
49045 Pontiac Trail  
Wixom, MI 48393  
248-624-4557

Bids Due: April 7, 2020  
On or before 4:00 pm, Local Time  
HRC Job No. 20190487

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 they have examined the plans, specifications, and all other information referenced in the Instructions to Bidders, and 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 they have not received or relied upon any representations or warranties of any nature whatsoever from the City of Wixom, its agents or employees, as to any conditions to be encountered in accomplishing the work and that their bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that they have examined the plans, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that they have reviewed the proposed construction methods and finds them acceptable for the conditions which they anticipates from the information provided for bidding.

The Bidder hereby declares that the he/she has inspected the site of work 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 their own determination as to existing soil conditions and they shall also complete the work under whatever conditions they may create by his own sequence of construction, construction methods, or other conditions they may create, at no additional cost to the Owner.

The above, as Bidder, declares that they have familiarized themselves with the location of the proposed 2020 Major Road Maintenance Program and appurtenant construction in the City of Wixom, Oakland County, Michigan, and the conditions under which it must be constructed; also that they have carefully examined the Plans, Specifications, and Contract Documents which they understand and accepts as sufficient for the purpose of constructing said 2020 Major Road Maintenance Program, and appurtenant work, and agrees that they will contract with the City of Wixom to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Wixom, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and that they will accept in full payment therefore the sum of:

**BASE BID**

	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Mobilization, Max 10%	1	LS	\$	\$
2	Culv, End, Rem, Less than 24 inch	1	Ea	\$	\$
3	Curb and Gutter, Rem, Special	927	Ft	\$	\$
4	Pavt, Rem	150	Syd	\$	\$
5	Sidewalk, Rem	64	Syd	\$	\$
6	Exploratory Investigation, Vertical	15	Ft	\$	\$
7	Embankment, CIP	61	Cyd	\$	\$
8	Excavation, Earth	400	Cyd	\$	\$
9	Subgrade Undercutting, 1x3, Special	2,150	Cyd	\$	\$
10	Erosion Control, Inlet Protection, Fabric Drop	25	Ea	\$	\$
11	Aggregate Base, 8 inch, 21AA, Special	5,269	Syd	\$	\$
12	Maintenance Gravel	50	Ton	\$	\$
13	Shoulder, CL I, 21AA, Special	50	Ton	\$	\$
14	Geogrid, Special	3,845	Syd	\$	\$
15	Culv End Sect, Metal, 12 inch	1	Ea	\$	\$
16	Sewer, CI IV, 12 inch, Tr Det B	75	Ft	\$	\$
17	Sewer Tap, 24 inch	1	Ea	\$	\$
18	Sewer Bulkhead, 12 inch	1	Ea	\$	\$
19	Dr Structure Cover, Adj, Case 1	15	Ea	\$	\$
20	Dr Structure Cover, Adj, Case 2	2	Ea	\$	\$
21	Dr Structure Cover, Type G	1	Ea	\$	\$
22	Dr Structure Cover, Type K	4	Ea	\$	\$
23	Dr Structure, 24 inch dia	3	Ea	\$	\$
24	Dr Structure, 48 inch dia	1	Ea	\$	\$
25	Dr Structure, Adj, Add'l Depth	11	Ft	\$	\$
26	Dr Structure, Cleaning	4	Ea	\$	\$
27	Dr Structure Tap, 12 inch	1	Ea	\$	\$
28	Drainage Structure, Pointing, Special	21	Ea	\$	\$
29	Drainage Structure, Rebuild, Special	3	Ea	\$	\$
30	Drainage Structure, Rebuild, Add'l Depth, Special	3	Ft	\$	\$
31	Drainage Structure, Cover, Special	9	Ea	\$	\$
32	Drainage Structure, Cover and Frame, Special	8	Ea	\$	\$
33	Water Structure Cover, Adj, Case 1, Special	1	Ea	\$	\$
34	Water Structure, Cover and Frame, Special	1	Ea	\$	\$
35	Sanitary Structure Cover, Adj, Case 2, Special	3	Ea	\$	\$
36	Sanitary Structure, Cover, Special	2	Ea	\$	\$
37	Sanitary Structure, Pointing, Special	4	Ea	\$	\$

	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Cost</b>
38	Sanitary Structure, Membrane, Special	4	Ea	\$	\$
39	Cold Milling HMA Surface	25,629	Syd	\$	\$
40	HMA Surface, Rem	3,504	Syd	\$	\$
41	Hand Patching, Special	1,110	Ton	\$	\$
42	HMA Approach, Special	42	Ton	\$	\$
43	HMA, 3E1, Special	131	Ton	\$	\$
44	HMA, 4E1, Special	88	Ton	\$	\$
45	HMA, 5E1, Special	3,048	Ton	\$	\$
46	Conc Pavt with Integral Curb, Nonreinf, 8 inch, Special	137	Syd	\$	\$
47	Joint, HMA Plane of Weakness, Special	820	Ft	\$	\$
48	Driveway Opening, Conc, Det M, Special	559	Ft	\$	\$
49	Curb and Gutter, Conc, Match Existing, Special	425	Ft	\$	\$
50	Detectable Warning Surface	72	Ft	\$	\$
51	Sidewalk, Conc, 4 inch, Special	45	Sft	\$	\$
52	Sidewalk Ramp, Conc, 6 inch, Special	531	Sft	\$	\$
53	Sign, Rem, Special	44	Ea	\$	\$
54	Sign, Install, Special	45	Ea	\$	\$
55	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	497	Ft	\$	\$
56	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, White	110	Ft	\$	\$
57	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	180	Ft	\$	\$
58	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	5	Ea	\$	\$
59	Pavt Mrkg, Ovly Cold Plastic, Only	6	Ea	\$	\$
60	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	6	Ea	\$	\$
61	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	2	Ea	\$	\$
62	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	4,139	Ft	\$	\$
63	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	11,291	Ft	\$	\$
64	Rem Raised Pavt Marker	30	Ea	\$	\$
65	Rem Spec Mrkg	82	Sft	\$	\$
66	Barricade, Type III, High Intensity, Double Sided, Furn	5	Ea	\$	\$
67	Barricade, Type III, High Intensity, Double Sided, Oper	5	Ea	\$	\$
68	Channelizing Device, 42 inch, Furn	100	Ea	\$	\$
69	Channelizing Device, 42 inch, Oper	100	Ea	\$	\$
70	Lighted Arrow, Type C, Furn	2	Ea	\$	\$
71	Lighted Arrow, Type C, Oper	2	Ea	\$	\$

	Item Description	Quantity	Unit	Unit Price	Total Cost
72	Minor Traf Devices	1	LS	\$	\$
73	Plastic Drum, High Intensity, Furn	50	Ea	\$	\$
74	Plastic Drum, High Intensity, Oper	50	Ea	\$	\$
75	Sign, Type B, Temp, Prismatic, Furn	500	Sft	\$	\$
76	Sign, Type B, Temp, Prismatic, Oper	500	Sft	\$	\$
77	Sign, Type B, Temp, Prismatic, Special, Furn	100	Sft	\$	\$
78	Sign, Type B, Temp, Prismatic, Special, Oper	100	Sft	\$	\$
79	Traffic Regulator Control	1	LS	\$	\$
80	Riprap, Heavy	5	Syd	\$	\$
81	Turf Establishment, Special	165	Syd	\$	\$
82	Audio/Video Route Survey, Special	1	LS	\$	\$
83	Dust Palliative, Applied	10	Ton	\$	\$
84	Monument Box Adjust	2	Ea	\$	\$
85	Monument Preservation	2	Ea	\$	\$
86	Sprinkler Line, Special	100	Ft	\$	\$
87	Sprinkler Head, Relocate, Special	20	Ea	\$	\$
88	Sprinkler Head, Replace, Special	20	Ea	\$	\$
89	Reimbursed Permit Fees	3,000	Dlr	\$	\$

**Total Construction Costs \$**

**ALTERNATES**

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit his bid based on the information shown on the Drawings and Specifications

The Owner reserves the right to award the Base Bid depending upon the availability of funds.

The Owner, at their 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.

**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 the City of Wixom 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.

### **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.

### **TIME OF COMPLETION**

#### **All Areas**

Road work on Beck Road cannot begin until **June 15, 2020**. All work, other than the delayed acceptance requirements for Turf Establishment, shall be sufficiently complete and in suitable condition to be designated "Approved for Traffic" and shall be Opened to Traffic as directed by the Engineer, on or before **July 27, 2020**. The "Approved for Traffic" condition shall be as defined in section 107.21, Approved for Traffic, of the MDOT 2012 Standard Specifications for Construction.

#### **All Areas – Punch List**

All punch list items, including all traffic control devices must be picked up and the site shall be made acceptable (approved by the Owner) on or before **Aug 10, 2020**.

#### **Entire Project Including Restoration**

The entire project including acceptance requirements for Turf Establishment shall be completed on or before **Sept 7, 2020**.

Failure on the part of the Contractor to meet each of the above milestones by the date specified shall result in the assessment of Liquidated Damages against the Contractor as provided in Section 108.10, Liquidated Damages, of the MDOT 2012 Standard Specifications for Construction.

### **LIQUIDATED DAMAGES**

Time is of the essence for completion of this project in order to have the Project ready for the City of Wixom. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore 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 Nine Hundred Dollars (\$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 August 10, 2020 until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

**BIDS TO REMAIN FIRM**

The price stated in this Proposal shall be guaranteed for a period of not less than 90 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 his/her/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 City of Wixom

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

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**LEGAL STATUS OF BIDDER**

This Bid is submittal in the name of:

(Print) \_\_\_\_\_

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

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

The undersigned hereby declares that he/she has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP  
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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that 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 \_\_\_\_\_ Dollar (\$ \_\_\_\_\_),

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 his/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Witness)

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

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Title)

**END OF SECTION**