

**ADDENDUM NO. 1
TO SPECIFICATIONS
FOR THE
VILLAGE OF BINGHAM FARMS
2020 HMA STREET REPAIR PROGRAM
&
VILLAGE OF BEVERLY HILLS
PUBLIC SAFETY BUILDING PARKING LOT REHABILITATION**

ISSUED: May 21, 2020

HRC Job No. 20190462, 20190463, 20200141

This Addendum is issued prior to receipt of proposals 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 4 of the Proposal Form (Section 00300).** 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.

GENERAL

1. The Public Bid Opening will be held via a Zoom Conference Call on **May 28, 2020 at 11:00 AM.**
Zoom Meeting URL: <https://us02web.zoom.us/j/89082580509>
Zoom Meeting ID: 890 8258 0509 (no password)
Phone Number: 1-646-876-9923

CONTRACTOR QUESTIONS

- Q: What is the plan for the street repair portion of this project in regard to work areas, soil erosion and restoration?
A: The areas of the repairs on Bristol Lane and Bingham Rd shall be mark by the Village Engineer prior to construction. Widths of repairs vary from 6 feet to 12 feet wide. Soil Erosion, restoration and maintaining traffic for Division I (Village of Bingham Farms – 2020 HMA Street Repair Program) shall be included in the cost of the project.
- Q: Where will the Pavt Joint and Crack Repr, Det 7 and Pavt Joint and Crack Repr, Det 8 be located within the project scope?
A: Bid Items Pavt Repr, Nonreinf Conc, Special, Pavt Joint and Crack Repr, Det 7 and Pavt Joint and Crack Repr, Det 8 are to be used on an as-needed basis for the repair of the remaining concrete after the milling operations. Once the milling operations in the north parking lot have been completed, the limits of Pavt Repr, Nonreinf Conc, Special, Pavt Joint and Crack Repr, Det 7 and Pavt Joint and Crack Repr, Det 8 shall be marked by the Village Engineer or the Village’s on-site representative.
- Q: Please provide clarification on the Bid Item “HMA Longitudinal Joint – lft”
A: After the installation of the HMA in the North Parking Lot, the contractor shall sawcut joints within the HMA that vertically align within 1-inch of the existing concrete joints and seal the joints with hot poured rubber sealant.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

SPECIFICATIONS

REISSUED

00030 – Proposal

- Bid Opening date has changed to May 28, 2020 at 11:00 AM

00300 – Proposal

- Bid Opening date has changed to May 28, 2020 at 11:00 AM

Received and Acknowledged By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ADVERTISEMENT FOR BIDS
VILLAGE OF BINGHAM FARMS: 2020 HMA STREET REPAIR PROGRAM
VILLAGE OF BEVERLY HILLS: PUBLIC SAFETY BUILDING PARKING LOT REHABILITATION
OAKLAND COUNTY

Sealed proposals for the construction of the Public Safety Building Parking Lot Rehabilitation will be received by the Village of Beverly Hills until 11 a.m. Local Time on **Thursday, May 28, 2020**, at which time and place all bids will be publicly opened and read.

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.

The 2020 HMA Street Repair Program in the Village of Bingham Farms shall consist of approximately the following:

- 2,100 syd of milling 2 inches of the existing pavement with as-needed base repairs
- 235 tons of HMA, 5E1 and HMA, 4E1 each

The Public Safety Building Parking Lot Rehabilitation in the Village of Beverly Hills shall consist of approximately the following.

- 1,830 syd of milling 2 inches and 3 inches of the existing pavement
- 280 tons of HMA, 5E1
- As-needed curb and gutter and base repairs.
- Parking lot restriping

Copies of Plans and Specifications and Proposal Forms shall be available on or after April 30, 2020 at the offices of Hubbell, Roth & Clark, Inc., Consulting Engineers, 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360.

IN ACCORDANCE WITH STATE EXECUTIVE ORDER NO. 2020-21, THE OFFICES OF HUBBELL, ROTH & CLARK, INC. ARE CURRENTLY CLOSED TO OUTSIDE VISITORS.

Please contact the offices of Hubbell Roth & Clark, Inc. at 248-454-6300 or e-mail at frontdesk@hrcengr.com to obtain a copy of the Drawings and Specifications. A non-refundable payment of SEVENTY-FIVE (\$75.00) Dollars is required to purchase Drawings and Specifications. CHECK or CREDIT CARD is acceptable. CREDIT CARD information can be provided over the telephone or via e-mail or CHECKS, made payable to “Hubbell, Roth & Clark, Inc.”, may be mailed to the office. Drawings and Specifications will be sent electronically and shipped by U.P.S. ground upon confirmation of payment. The Bidder is advised that to submit a bid on this project, the Bidder must have purchased a set of Drawings 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 Village of Beverly Hills 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 Village of Beverly Hills. No bid may be withdrawn after scheduled closing time for receiving bids for at least Ninety (90) days.

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

The Village of Beverly Hills 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 Village Clerk on or before 11 a.m., Local time, **Thursday, May 28, 2020**

Addressed to:
Village of Beverly Hills
18500 13 Mile Road
Beverly Hills, MI 48025
Attn: Village Clerk

Labeled as:
Proposals for
VBF: 2020 HMA Street Repair Program
VBH: Public Safety Building Parking Lot Rehabilitation
HRC Job No. 20190462, 20190463 & 20200141

Published in MITN Thursday, April 30, 2020

Published in Birmingham Observer and Eccentric Sunday May 3, 2020 through May 16, 2020

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PROPOSAL
FOR
VILLAGE OF BINGHAM FARMS
2020 HMA STREET REPAIR PROGRAM
&
VILLAGE OF BEVERLY HILLS
PUBLIC SAFETY BUILDING PARKING LOT REHABILITATION

Village of Beverly Hills
18500 W 13 Mile Road
Beverly Hills, MI 48025

Bids Due: Thursday, May 28, 2020
On or Before 11:00 am, Local Time
HRC Job No. 20190462, 20190463 & 20200141

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 Village of Bingham Farms and the Village of Beverly Hills, 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 2020 HMA Street Repair Program and appurtenant construction in the Village of Bingham Farms and the Public Safety Building Parking Lot Rehabilitation and appurtenant construction in the Village of Beverly Hills, Oakland County, Michigan, and

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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 2020 HMA Street Repair Program and the Public Safety Building Parking Lot Rehabilitation, and appurtenant work, and agrees to contract with the Village of Bingham Farms and Village of Beverly Hills to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Village of Bingham Farms and the Village of Beverly Hills, 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 will accept in full payment therefore the sum of:

**DIVISION I – VILLAGE OF BINGHAM FARMS (HRC JOB NO. 20190462 & 20190463)
 2020 HMA STREET REPAIR PROJECT**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization, Max 5%		@ Lump Sum	= \$ _____
2. Color Audio-Video Route Survey		@ Lump Sum	= \$ _____
3. Cold Milling Existing HMA Pavement, 2 inch	2,100 syd	@ \$ _____	= \$ _____
4. HMA Surface, Rem	420 syd	@ \$ _____	= \$ _____
5. Subgrade Undercutting, Type II, Special	140 cyd	@ \$ _____	= \$ _____
6. 1”x3” Crushed Concrete, Special	75 ton	@ \$ _____	= \$ _____
7. Large Aperture Geogrid	210 syd	@ \$ _____	= \$ _____
8. Aggregate Base, 21AA, Special	130 ton	@ \$ _____	= \$ _____
9. HMA, 4E1, Mod	100 ton	@ \$ _____	= \$ _____
10. HMA, 5E1, Mod	250 ton	@ \$ _____	= \$ _____
11. Sanitary Structure, Adjust	3 ea	@ \$ _____	= \$ _____
12. Structure, Adjust	3 ea	@ \$ _____	= \$ _____
13. Observation Crew Days	_____ @	\$700.00 =	\$ _____
Sub-Total Amount of Division I			\$ _____

**DIVISION II – VILLAGE OF BEVERLY HILLS (HRC JOB NO. 20200141)
 PUBLIC SAFETY BUILDING PARKING LOT REHABILITATION**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization, Max 5%		@ Lump Sum	= \$ _____
2. Color Audio-Video Route Survey		@ Lump Sum	= \$ _____
3. Cold Milling Existing Pavement, 3 inch	1,380 syd	@ \$ _____	= \$ _____
4. Cold Milling Existing HMA Pavement, 2 inch	450 syd	@ \$ _____	= \$ _____
5. Pavt Joint and Crack Repr, Det 7	250 ft	@ \$ _____	= \$ _____
6. Pavt Joint and Crack Repr, Det 8	250 ft	@ \$ _____	= \$ _____
7. Pavt Repr, Rem, Special	100 syd	@ \$ _____	= \$ _____
8. Curb and Gutter, Remove and Replace (As-Needed)	50 ft	@ \$ _____	= \$ _____
9. Subgrade Undercutting, Type II, Special	45 cyd	@ \$ _____	= \$ _____
10. 1”x3” Crushed Concrete, Special	60 ton	@ \$ _____	= \$ _____
11. Large Aperture Geogrid	140 syd	@ \$ _____	= \$ _____
12. Aggregate Base, 21AA, Special	30 ton	@ \$ _____	= \$ _____
13. Hand Patching	40 ton	@ \$ _____	= \$ _____

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14. Pavt Repr, Nonreinf Conc, Special	100	syd	@	\$ _____	=	\$ _____
15. Butt Joint	20	ft	@	\$ _____	=	\$ _____
<u>Item</u>	<u>Quantity</u>			<u>Unit Price</u>		<u>Total Cost</u>
16. Structure, Adjust	3	ea	@	\$ _____	=	\$ _____
17. HMA, 5E1, Mod	280	ton	@	\$ _____	=	\$ _____
18. HMA Longitudinal Joint	1,510	ft	@	\$ _____	=	\$ _____
19. Pavt Mrkg, Waterborne, For Rest Areas, Parks, & Lots, 4 inch, Yellow	655	ft	@	\$ _____	=	\$ _____
20. Pavt Mrkg, Waterborne, For Rest Areas, Parks, & Lots, 4 inch, Blue	225	ft	@	\$ _____	=	\$ _____
21. Pavt Mrkg, Ovly Cold Plastic, Accessible Symbol	2	ea	@	\$ _____	=	\$ _____
22. Sign, Type IIIA	1.5	sft	@	_____	=	\$ _____
23. Post, Steel, 3 lb	10	ft	@	\$ _____	=	\$ _____
24. Soil Erosion and Sedimentation Control			@	Lump Sum	=	\$ _____
25. Observation Crew Days	_____	@		\$700.00	=	\$ _____

Sub-Total Amount of Division II \$ _____

Total Amount of Bid (Division I + Division II) \$ _____

ALTERNATE NO. 1 * - Using Fiber Reinforcement in the Hot Mix Asphalt

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
17a HMA, 5E1 with Fiber Reinforcement, Mod	280 ton	\$ _____	\$ _____

* The items in Alternate No. 1 would replace Item #16 in Division II of the Base Bid if selected and the Total Contract Price would be re-calculated.

Note: In case of discrepancy, unit prices shall be used to determine the total amount of this bid

The Owner reserves the right to award the Base Bid or the Base Bid plus any or individual Alternate or combination of Alternates, depending upon the availability of funds. It is the intention of the Owner to award all Divisions to the overall (all Divisions) qualified and responsive low bidder. However, at the Owner’s discretion, one or more of the Divisions may be deleted and a Contract may be executed for only the remaining Divisions. This shall not constitute grounds for the qualified and responsive low bidder of the remaining Divisions, which the Owner wishes to execute a contract for, to adjust his unit prices.

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

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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 Village of Beverly Hills 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 _____

COMPLETE BID

The following items shall be submitted for the bid to be considered complete:

1. Completed proposal form on Owner supplied sheets
2. Completed Bid Bond form included in this Section
3. Addenda acknowledgement herein
4. Signed Coordination Clause (refer to Section 00200)
5. Completed "Iran Linked Business" certification form (refer to Section 00704)

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

If awarded the Contract for the Village of Bingham Farms: 2020 HMA Street Repair Project (Division I) and Village of Beverly Hills: Public Safety Building Parking Lot Rehabilitation Project (Division II), we agree to

have all work in Division I substantially completed by July 3, 2020 and all work in Division II substantially completed by August 7, 2020. 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 within two (2) weeks of Substantial Completion.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01010 – Progress Schedule and Staging Requirements, 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 Village of Bingham Farms and the Village of Beverly Hills. 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 Seven Hundred Dollars (\$ 700.00), 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 8, 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 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 Village of Beverly Hills.

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
- 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 _____, 20__.

By (Signature)

Printed Name of Signer

Title

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

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