

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as

Principal, and _____ a

Corporation created and existing under the laws of the State of _____

as Surety firmly bound unto, _____

as the Obligee, in the full and just sum in words of _____

Dollars, and in figures of \$ _____

good and lawful money of the United States of America, for payment of which sum of well and truly to be made, said

Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

WHEREAS, Said Principal has submitted for

Bid No. 19-14 Bid Title. Waldorf Senior & Recreational Center Modifications

NOW, THEREFORE, if the Principal shall within fourteen (14) calendar days of notice form the Obligee or the Obligee’s Agent of the intention of the Obligee to award a contract to the Principal, in the event of acceptance of his Bid by the Obligee shall, within the period specified therefore, enter into a written contract with the Obligee in accordance with the Bid as accepted and furnish to the Obligee proper evidence of insurance coverage as required by the Contract Documents; or if the Principal, in case of failure to enter into a written contract after having been notified of the intent of the Obligee to award a contract to the Principal or the subsequent failure to enter a contract with the Obligee, or furnish proper evidence of insurance coverage, shall pay to the Obligee damages which the Obligee suffers by reason of such failure, then this obligation shall be void, otherwise it shall remain in full force and effect;

Provided, however, that said Surety shall not be liable to the Obligee on this bond for any amount in excess of the principal amount of this bond.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

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BID BOND - CONTINUED

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Bid No. 19-14 **Bid Title.** Waldorf Senior & Recreational Center Modifications

In testimony Whereof, the Principal and the Surety have caused these present to be duly signed and

sealed this _____ day of _____, 20 _____

When the Bidder is an individual:

Witness: _____
(Name)

(Address)

When the Bidder is a partnership: _____
(Partnership Name)

(Address)

Witness: _____

By: _____

When the Bidder is a corporation: _____
(Name of Corporation)

(Address)

Secretary or Assistant Secretary

President or Vice President

(CORPORATE SEAL)

The above names corporation is organized and existing under the laws of _____
and has (has not) been registered to carry on business in Maryland.

(Surety)

Attest: _____ By: _____

(SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as

Principal, HEREINAFTER CALLED PRINCIPAL, AND

_____ AS SURETY, HEREINAFTER CALLED

SURETY, ARE HELD FIRMLY BOUND UNTO CHARLES COUNTY, MARYLAND, A MUNICIPAL CORPORATION,

HEREINAFTER CALLED THE COUNTY, IN THE AMOUNT OF WORDS _____

DOLLARS, AND IN FIGURES \$ _____, FOR THE PAYMENT

WHEREOF PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS,

SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS, THE PRINCIPAL HAS ENTERED INTO A WRITTEN CONTRACT DATED _____

_____, 20 _____ WITH THE COUNTY FOR **Bid Number:** 19-14,

Waldorf Senior & Recreational Center Modifications

WHICH CONTRACT BY REFERENCE MADE PART THEREOF AND HEREINAFTER REFERRED TO AS THE CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT THE PRINCIPAL SHALL WELL, TRULY AND PROPERLY PERFORM AND FULFILL ALL OF THE UNDERTAKINGS, COVENANTS, TERMS, CONDITIONS AND AGREEMENTS OF SAID CONTRACT AND OF ALL SUCH ALTERATIONS AND MODIFICATIONS, DURING THE ORIGINAL TERMS OF SAID CONTRACT AND ANY EXTENSIONS THEREOF WHICH MAY BE GRANTED BY THE COUNTY AND AGREED UPON BY THE PRINCIPAL; AND IF THE PRINCIPAL SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ALL LOSS, COST OR DAMAGE ARISING OUT OF A DEFAULT HEREUNDER OR UNDER SAID CONTRACT, THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE IT SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.

THE SURETY EXPRESSLY WAIVES ANY RIGHT TO RECEIVE NOTICE OF EXTENSIONS OF TIME, OR ALTERATIONS OR MODIFICATIONS OF THE CONTRACT WHICH ARE PROVIDED FOR AND MADE PURSUANT TO THE TERMS OF SAID CONTRACT.

PROVIDED, HOWEVER, NO RIGHT OF ACTION SHALL ACCRUE ON THIS BOND TO OR FOR THE USE OF ANY PERSON, FIRM OR CORPORATION WHATEVER OTHER THAN THE COUNTY NAMED HEREIN, OR ITS SUCCESSORS IN OFFICE.

SIGNED AND SEALED THIS _____ DAY OF _____, 20 _____

IN THE PRESENCE OF: _____ (SEAL)

PRINCIPAL: _____ (SEAL)

SURETY: _____ (SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY COUNTY ATTORNEY: _____

CONTRACTOR’S LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____ AS PRINCIPAL
HEREINAFTER CALLED PRINCIPAL, AND _____ AS SURETY
HEREINAFTER CALLED SURETY, ARE HELD FIRMLY BOUND UNTO CHARLES COUNTY,
MARYLAND, A

MUNICIPAL CORPORATION, HEREINAFTER CALLED THE COUNTY, IN THE AMOUNT OF IN WORDS

_____ .00 DOLLARS, AND IN FIGURES \$ _____ .00

FOR THE PAYMENT WHEREOF PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS,
ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS. _____

WHEREAS, THE PRINCIPAL HAS ENTERED INTO A WRITTEN CONTRACT DATED _____

WITH THE COUNTY FOR **BID NO. 19-14** , **Waldorf Senior & Recreational Center Modifications**

WHICH CONTRACT BY REFERENCE MADE PART THEREOF AND HEREINAFTER REFERRED TO AS THE
CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT THE PRINCIPAL SHALL MAKE
PAYMENT TO EACH AND EVERY CLAIMANT, AS HEREINAFTER DEFINED, FOR ALL LABOR, MATERIALS,
SUPPLIES AND RENTAL OF EQUIPMENT REASONABLY REQUIRED AND USED OR CONSUMED IN THE
PERFORMANCE OF THE CONTRACT AND OF ALL SUCH ALTERATIONS AND MODIFICATIONS OF SAID
CONTRACT AS MAY HEREAFTER BE MADE THEREIN, IN THE MANNER AND TO THE EXTENT WHICH SAID
CONTRACT PROVIDES FOR SUCH ALTERATIONS AND MODIFICATIONS, DURING THE ORIGINAL TERMS OF
SAID CONTRACT AND ANY EXTENSIONS THEREOF WHICH MAY BE GRANTED BY THE COUNTY AND
AGREED UPON BY THE PRINCIPAL; THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE IT
SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.

THE SURETY EXPRESSLY WAIVES ANY RIGHT TO RECEIVE NOTICE OF EXTENSIONS OF TIME, OR
ALTERATIONS OR MODIFICATIONS OF THE CONTRACT WHICH ARE PROVIDED FOR AND MADE
PURSUANT TO THE TERMS OF SAID CONTRACT.

PROVIDED, HOWEVER, ANYTHING IN SAID CONTRACT TO THE CONTRARY NOTWITHSTANDING, THIS
BOND IS EXECUTED UPON AND IN ACCORDANCE WITH THE CODE OF MARYLAND.

SIGNED AND SEALED THIS _____ DAY OF _____ , 20 _____

IN THE PRESENCE OF: _____ (SEAL)

PRINCIPAL: _____ (SEAL)

SURETY: _____ (SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY COUNTY ATTORNEY: _____