January 5, 2012

Subject: Revised Bid Bond Form - Percentage Changed

NOTICE TO CONTRACTORS:

Effective with construction projects advertised as of February 1, 2012, the Department’s Bid Bond Form has been revised to change the penal sum from, “one third (1/3) of the amount of the attached bid” to “thirty percent (30%) of the amount of the attached bid”.

Please use the attached Bid Bond Form for any construction project advertised as of February 1, 2012.

This notice shall supersede any related language in the Construction Contract Bidding and Award Manual, if a conflict exists.

If you have any questions, please contact Pall Oushana at 860-594-3126.

Thank you.

[Signature]

Gregory D. Straka
Contracts Manager
Division of Contracts Administration
This form is to be used in connection with any instrument requiring a bond

State of Connecticut
Department of Transportation
Standard Bid Bond January 2012
THIS FORM CAN NOT BE SUBSTITUTED

Name of Principal (Contractor, Second Party, etc...)

Known all persons by these presents:

That we __________________________________ of __________________________

(hereinafter called the Principal) as Principal, and ________________________________, a corporation organized

and existing under the laws of __________________________ and duly authorized to transact a surety business in

the State of Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Connecticut as Obligee, in the penal sum of THIRTY PERCENT (30%) OF THE AMOUNT OF THE ATTACHED BID in lawful money of the United States of America, for the payment of which, well and truly to be made to the Obligee, we bind ourselves, our heirs, successors, and assigns, jointly and severally, firmly by these presents has herewith submitted a bid for the contract for the

Above referenced project(s), bids for which are scheduled to be opened on the _____ day of ____________, _______ A.D.

THE CONDITION OF THIS OBLIGATION is such, that whereas the Principal has herewith submitted a bid for the contract for the above-referenced project(s)

NOW, THEREFORE, if the following conditions are satisfied, this obligation shall become void:

a) the Principal shall not withdraw its bid within sixty (60) days after the bid opening of the same without the consent of the Connecticut Transportation Commissioner (or designee), and

b) the Connecticut Transportation Commissioner (or designee) shall Award said Project(s) to the Principal in writing, and
c) the Principal shall, as required by the Transportation Commissioner (or designee) pursuant to the bid specifications for the Project(s), execute a contract in writing for the Project(s) within the time specified by the Department, after being notified by the Department in writing of the Award, including all submissions relating to that contract execution as may be required by the bid specifications, to be submitted to the Transportation Commissioner (or designee) prior to contract execution, and
d) the Principal shall deliver such surety bond as shall be acceptable to said Commissioner for the performance of the work according to said written agreement (contract), and shall in all other respects perform the agreement created by the acceptance of said bid.

Otherwise, the Principal and Surety hereto agree to pay unto the Obligee the difference between the amount of the bid of said Principal, submitted herewith, and the amount for which the Obligee may contract with another party to perform the work covered by the said bid of the Principal.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for contract execution that the Principal and Obligee may agree to, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the original sixty (60) days allowed for expiration of this bid bond.

IN TESTIMONY WHEREOF, the said Principal and Surety have caused this bond to be signed by their duly-authorized representatives and have caused their names and corporate seals to be affixed on this form on the respective dates of their signatures.

Surety

Principal

Print Surety Name

Print Name

Agent's Signature and date, enclose a valid Power of Attorney

Signature and date of Authorized Representative