

BID GUARANTEE

Attached hereto and made a part hereof is United States Currency, Cashier's Check, Certified Check or Surety Bond No. _____ in the amount of \$_____ which is not less than ten percent (10%) of the total amount of the total bid, as a guaranty that the Bidder will enter into a Contract in the form bound with these Specifications within five (5) days after the notice of award of the Contract by the Owner (hereinafter "Security").

The undersigned hereby agrees that, in case his Bid is accepted, he will within five (5) days after notice thereof, execute a Contract with the Owner in the form hereto attached and, if required by law, shall furnish a bond in the sum of the Contract price to secure the payment of all labor and material bills, and also a bond in the sum of the Contract price to secure the faithful performance of the Contract according to the terms and provisions therein; and in case of failure to execute the Contract and furnish the bonds within said period or such extension thereof as may be allowed by resolution duly passed and adopted, it is expressly agreed that the Town of Discovery Bay CSD may award the Contract to the second lowest bidder and the amount of Bidder's Security shall be applied by the Town of Discovery Bay CSD to the difference between Bidder's Bid and the second lowest Bid, and the surplus, if any, shall be returned to Bidder if cash or a check is used, or to the surety on Bidder's bond if a bond is used.

It is understood by the undersigned that the quantities of material of work specified in the "Notice Inviting Sealed Bids" are estimated and are given only for the purpose of comparing bids and that the prices quoted are not conditioned upon the accuracy or approximate accuracy of the estimate.

It is understood that the Owner may award a Contract as the interests of the Owner may dictate.

Attached hereto and made a part of this Bid is a Bidder's Responsibility Statement, and a List of Subcontractors as required by the provisions of Sections 4100 to 4113 of the Government Code of the State of California.

CONTRACTOR: _____

BY: _____

TITLE: _____

ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____

TELEPHONE NUMBER: _____