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| **ANNUAL BID BOND**  DT1304 5/2019 Ch. 779 Wis. Stats. | Wisconsin Department of Transportation  Bureau of Project Development, Rm. S437  4822 Madison Yards Way, 4th Floor South  Madison, WI 53705 |

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| Time Period Valid (From/To) | |
| Name of Principal | |
| Name of Surety | State in Which Surety is Organized |

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the individual proposal guaranty amounts of the total bid(s) submitted for the payment to be made; we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted the above-mentioned bid(s) to the Wisconsin Department of Transportation for projects for the time period stated above.

If the Principal is awarded the contract(s) and, within the time and manner required by law after the prescribed forms are presented for signature, enters into (a) written contract(s) in accordance with the bid(s), and files the bond(s) with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract(s) or give the specified bond(s), the Principal shall pay to the Department of Transportation **within 10 business days of demand** a total equal to the summation of the individual proposal guaranty amounts of the total bid(s) as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

This bond may be terminated by the Surety, upon giving thirty (30) days notice of its intention of such termination from the date upon which such Surety shall lodge with the Wisconsin Department of Transportation, a written request to be released and discharged, but this provision shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed.

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| **PRINCIPAL** |
|  |
| (Company Name)  **(Affix Corporate Seal)** |
|  |
| (Signature and Title) |
|  |
| (Company Name) |
|  |
| (Signature and Title) |
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| (Company Name) |
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| (Signature and Title) |
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| (Company Name) |
|  |
| (Signature and Title) |
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| **NOTARY FOR PRINCIPAL** |
|  |
| (Date) |
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|  |
| State of Wisconsin ) |
| ) ss.        County ) |
| On the above date, this instrument was acknowledged before me by the named person(s). |
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|  |
| (Signature, Notary Public, State of Wisconsin) |
|  |
| (Print or Type Name, Notary Public, State of Wisconsin) |
|  |
| (Date Commission Expires) |
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**Notary Seal**

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| (Name of Surety)  **(Affix Seal)** |
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| (Signature of Attorney-in-Fact) |
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| **NOTARY FOR SURETY** |
|  |
| (Date) |
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| State of Wisconsin ) |
| ) ss.        County ) |
| On the above date, this instrument was acknowledged before me by the named person(s). |
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|  |
| (Signature, Notary Public, State of Wisconsin) |
|  |
| (Print or Type Name, Notary Public, State of Wisconsin) |
|  |
| (Date Commission Expires) |
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**Notary Seal**