

ADDENDUM NO. 01

CITY OF FAIRHOPE

Bid No. 004-19 Hydrated Lime and Gas Chlorine

The following information has been provided by Richard Peterson, Director of Operations and the Purchasing Manager, Dee Dee Brandt.

Remove pages 11-14 and replace with:

Performance Bond and Labor and Materials Bond rev1 (attached)

Bidders are to sign and include signed **Addendum No.1** with submitted bid documents.

Acknowledged:

Company

By

City of Fairhope
Purchasing Manager
Dee Dee Brandt
deedeeb@cofairhope.com

Posted: 11 05, 2018

**ITEM V
PERFORMANCE BOND**

KNOW ALL MEN: That we _____
Insert here the name & address of legal title of the Contractor)

hereinafter called the Principal, and _____
(Insert here the name and address of legal title of one or more sureties)

_____ and _____

hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope, hereinafter called the Owner in the sum of _____ Dollars (\$_____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a contract with the Owner for: **BID 004-19 Hydrated Lime and Gas Chlorine** which agreement is by reference made a part hereof,

WAIVED

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed there under of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Witness our hands and seals this _____ day of _____, 2018.

INDIVIDUAL _____,
Doing Business AS _____

(Signature of Individual Bidder)

(Business Name)

Business Mailing Address: _____

email _____ phone _____

CORPORATION

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

email _____ phone _____

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

(General Contractor's License Number)

Foreign Corporation Entity Id (Required of out-of-state-vendors)

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(Name of Surety)

BY: _____
(Attorney in Fact)

**ITEM VI
LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal, and
_____ as Surety, are held and firmly bound
unto said City of Fairhope hereinafter called the Obligee, in the penal sum of _
_____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves,
our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated _____
20____. (Hereinafter called the Contract) for **Bid 004-19 Hydrated Lime and Gas Chlorine** which Contract
and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all
subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal
and of such subcontractors shall promptly make payments to all persons supplying him or them with labor,
materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment
or extension of or addition to said Contract, and for the payment of reasonable attorneys' fees incurred by
the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection
with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of
the work provided for in said Contract shall have a direct right to action against the Principal and Surety on
this bond, which right of action shall be asserted in a
proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in
any County in which said Principal or Surety does business. Such right of action shall be asserted in a
proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the
Principal and Surety or either of them (but not later than one year after the final settlement of said Contract
falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the City of Fairhope or their successors or
representatives as the agent of each of them to receive and accept services of process or other pleading
issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the
same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under
Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any
suit, action or proceeding thereon that is instituted later than one year after the final settlement of said
contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved
February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public
works and suits thereon".

Witness our hands and seals this _____ day of _____, 2018.

_____, Doing Business As, _____
(Signature of Bidder) (Business Name)

Business Mailing Address: _____

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(Name of Surety)

BY: _____

(Attorney in Fact)