

ADDENDUM NO. 02
CITY OF FAIRHOPE

Bid No.034-19 N. Mobile Street Drainage Improvements

REMOVE AND REPLACE: Please remove Performance Bond, Section V, and Labor and Material Bond, Section VI and replace with the bond documents included with Addendum 2 for correction of the project name

Bidders are to sign and include signed **Addendum No. 2** with submitted bid documents.

Acknowledged:

Company

By

Purchasing Manager
City of Fairhope
Posted: 6/27/19

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 No. 034-19, N. Mobile Street Drainage Improvements**, which agreement is by reference made a part hereof,

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 thereunder 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 _____, 2019.

_____, Doing Business As _____

(Signature of Individual Bidder)

(Business Name)

Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

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

(GENERAL CONTRACTOR'S LICENSE NUMBER)

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (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 ____/____/____.
(Hereinafter called the Contract) for **Bid No. 034-19, N. Mobile Street Drainage Improvements** in 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
SUB-CONTRACTORS to whom any portion of the work in said contract is sublet and all assignees of said
Principal and of such SUB-CONTRACTORS 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 attorney's 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 Mayor of the City of Fairhope or his successor or
representative 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 preceding 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 _____, 2019

INDIVIDUAL

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

Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

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

(GENERAL CONTRACTOR'S LICENSE NUMBER)

STATE OF AL FOREIGN CORP 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)