



CITY OF CONROE

Est. 1904

City of Conroe
PO Box 3066
Conroe, Texas 77305

ADDENDUM NO. 1

DATE ISSUED: February 24, 2020

PROJECT NAME: Bid #0204-2020

This revision shall be considered part of the contract documents for the above named project and shall be incorporated integrally with the previously issued documents. Wherein provisions of the revisions differ from the provisions of the original documents and/or the provisions of previously issued addendum, the provisions of this revision shall govern and take precedence.

Clarification:

Do not mix the primer with the texture. Apply primer then texture then paint separately.

Provide Bid, Payment and Performance bonds and Insurance as per the attached forms.

End of Addendum No. 1

Kristina Colville

Kristina Colville, CPPO CPPB
Purchasing Manager

DOCUMENT 00520
BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location): _____

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

By: _____
Signature and Title

Attest: _____
Signature and Title

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure to faithfully perform the Contract, Surety will assume full responsibility for completion of the Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

PAYMENT BOND

Bond Identification No. _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

This Bond is entered into for the protection of claimants supplying labor and material in the prosecution of the Work provided for in said Contract Documents, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address of Attorney-In-Fact _____

Telephone No. of Attorney-In Fact

**ATTACH CERTIFICATE OF LIABILITY INSURANCE
(HERE)**