



## ADDENDUM NO. 2

### 2018 CITYWIDE STREET REPAIR PROJECT PROJECT NO. APR1801

PROJECT TITLE: City of Marina: 2018 CITYWIDE STREET REPAIR PROJECT

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum on the bid proposal form.

**The bid opening has been extended. The bid opening date listed on page A1-1 of the specifications is revised to read as follows:**

**The entire bid package, which includes forms A3 through A7, must be submitted with the bid. Envelopes and priority mail packages must be clearly marked on the outside as follows: "BID OPENING – Friday, July 13, 2018 at 2:00 p.m.**

#### **A6 PROPOSAL GUARANTEE BOND**

**Replace the Proposal Guarantee Bond with the attached, revised form. The form of the Bond has been revised to reflect the name of the contractor as "Principal" and the name of the bonding company as "Surety." Signature lines for each have been revised to remain consistent with the defined terms of the proposal guarantee bond.**

Addendum #2 issued July 9, 2018 by

Brian McMinn P.E., P.L.S., Public Works Director/City Engineer

We the undersigned bidder, have given careful consideration to this Addendum and hereby incorporate it into our proposal.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

NO BID PROPOSAL SHALL BE CONSIDERED WITHOUT THIS ADDENDUM SIGNED BY THE BIDDER AND ATTACHED TO THE BID PROPOSAL.

Attachment: **Revised A6 PROPOSAL GUARANTEE BOND**

**A6 PROPOSAL GUARANTEE BOND**

(To Accompany Bid)

KNOW ALL MEN BY THESE PRESENTS:

THAT we \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Marina, whose address is 211 Hillcrest Avenue, Marina, California, hereinafter called the Obligee, each in the penal sum of ten percent (10%) of the total amount of the bid proposal of the Principal for the work, this sum not to exceed \_\_\_\_\_ Dollars of lawful money of the United States of America for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, THE Principal is herewith submitting this offer for the fulfillment to the Obligee for:

**2018 CITYWIDE STREET REPAIR PROJECT**

NOW, THEREFORE, the condition of this obligation is such if the Principal is awarded the contract, and if the Principal within the time specified in the proposal for such contract enters into, executes and delivers to the Obligee an agreement in the form provided herein and incorporated by this reference, complete with evidences of insurance, and if the Principal within the time specified in the proposal gives to the Obligee the performance bond for faithful performance of the contract and the labor and materials bond for the prompt payment of labor and materials on the forms provided herein, then this obligation shall be void; otherwise, the obligation to remain in full force and effect and Principal and Surety will pay unto the Obligee the difference in money between the total amount of the proposal of the Principal and the amount for which Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the total sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs, administrators, successors and assigns.

[Signature page follows]

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_  
\_\_\_\_\_

( \_\_\_\_\_ )

By: \_\_\_\_\_

( \_\_\_\_\_ )

( Corporate )

Title: \_\_\_\_\_

( Seal )

( \_\_\_\_\_ )

Legal Address: \_\_\_\_\_

( \_\_\_\_\_ )

\_\_\_\_\_

Attest: \_\_\_\_\_

(Corporate Secretary)

Surety: \_\_\_\_\_  
\_\_\_\_\_

( \_\_\_\_\_ )

By: \_\_\_\_\_

( \_\_\_\_\_ )

( Corporate )

Title: \_\_\_\_\_

( Seal )

( \_\_\_\_\_ )

Legal Address: \_\_\_\_\_

( \_\_\_\_\_ )

\_\_\_\_\_

Attest: \_\_\_\_\_

(Corporate Secretary)

[All signatures must be notarized]

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**END OF ADDENDUM NO. 2**