

## ADDENDUM #2

**Job #:** 242404      **Project Title** Fort Wright 2024 Joint & Crack Seal Program

**Client:** City of Fort Wright

**Issue Date:** October 8, 2024

**Bid Date:** October 10, 2024

THIS IS TO CERTIFY THAT YOU ARE IN RECEIPT OF ADDENDUM #2 FOR THE ABOVE-MENTIONED PROJECT.

PLEASE SIGN AND RETURN VIA EMAIL TO: [mhellmann@ctconsultants.com](mailto:mhellmann@ctconsultants.com).

\_\_\_\_\_  
Name / Title:

\_\_\_\_\_  
Company:

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

### MODIFICATION:

1. Replace Page D – BID GUARANTY AND CONTRACT BOND (Page 1) with the attached page containing the corrected project title.

# BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name or legal title of Contractor and address)

as Principal and \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name or legal title of Owner)

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as:

## FORT WRIGHT 2024 JOINT& CRACK SEAL PROGRAM

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed five percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed five percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as thought set forth herein; and