

City of Napoleon, Ohio

RITTER PARK PATH PROJECT

(PID No. 109008)

ADDENDUM NO. 1

May 03, 2022

Plan holders on the Ritter Park Path Project (PID No. 109008) are hereby notified of the following amendment to the Contract Documents. This Addendum is hereby made a part of the Contract Documents.


Please Use the Attached **“BID GUARANTY AND CONTRACT BOND”** in compliance with:

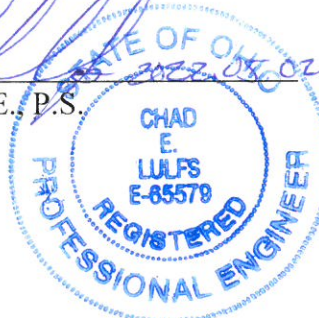
INSTRUCTIONS TO BIDDERS

ARTICLE 6 - BID GUARANTY AND CONTRACT BOND

6.1.2 The Bid Guaranty shall be in form and substance satisfactory to the City and shall serve as an assurance that the Bidder will, upon acceptance of the Bidder's bid, comply with all conditions precedent for the execution of the Contract Form and execute the Contract Form, within the time specified by the City. ANY BID GUARANTY MUST BE PAYABLE TO THE CITY OF NAPOLEON. A BID MAY BE REJECTED IF THE BID GUARANTY IS PAYABLE TO ANOTHER ENTITY. ODOT SHALL BE NAMED AS AN OBLIGEE ON THE BOND.

**THIS ADDENDUM MUST BE ATTACHED TO THE BID DOCUMENTS
AND RECEIPT ACKNOWLEDGED**


Chad E. Lulfs, P.E., P.S.
City Engineer
#E-65579



CITY OF NAPOLEON
BID GUARANTY AND CONTRACT BOND
(SECTION 153.571, OHIO REVISED CODE)

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

(NAME AND ADDRESS)

AS PRINCIPAL, AND

(NAME OF SURETY)

AS SURETY, ARE HEREBY HELD AND FIRMLY BOUND UNTO THE CITY OF NAPOLEON, HEREINAFTER CALLED THE OWNER AND OBLIGEE AND THE OHIO DEPARTMENT OF TRANSPORTATION HEREINAFTER CALLED AN OBLIGEE, IN THE PENAL SUM OF THE DOLLAR AMOUNT OF THE BID SUBMITTED BY THE PRINCIPAL TO THE OBLIGEEES ON _____, 20____, TO UNDERTAKE THE PROJECT KNOWN AS:

RITTER PARK PATH PROJECT
PID NO. 109008

(PROJECT NAME)

CONTRACT:

THE PENAL SUM REFERRED TO HEREIN SHALL BE THE DOLLAR AMOUNT OF THE PRINCIPAL'S BID TO THE OBLIGEEES, INCORPORATING ANY ADDITIVE ALTERNATE PROPOSALS MADE BY THE PRINCIPAL ON THE DATE REFERRED TO ABOVE TO THE OBLIGEEES WHICH ARE ACCEPTED BY THE OBLIGEEES. IN NO CASE SHALL THE PENAL SUM EXCEED THE AMOUNT OF _____ DOLLARS (\$_____). (IF THE ABOVE LINES IN THE IMMEDIATELY PREVIOUS SENTENCE ARE LEFT BLANK, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ADDITIVE ALTERNATES. ALTERNATIVELY, IF COMPLETED, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID, INCLUDING ADDITIVE ALTERNATES, 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 FOR THE ABOVE-REFERENCED PROJECT;

NOW, THEREFORE, IF THE OBLIGEEES ACCEPT THE BID OF THE PRINCIPAL AND THE PRINCIPAL FAILS TO ENTER INTO A PROPER CONTRACT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING WITHOUT LIMITATION THE BID, PLANS, SPECIFICATIONS, DETAILS AND BILLS OF MATERIAL; AND IN THE EVENT THE PRINCIPAL PAYS TO THE OBLIGEEES THE DIFFERENCE, NOT TO EXCEED 10% OF THE PENAL SUM HEREOF, BETWEEN THE AMOUNT SPECIFIED IN THE BID AND SUCH LARGER AMOUNT FOR WHICH THE OBLIGEEES MAY IN GOOD FAITH CONTRACT WITH THE BIDDER DETERMINED BY THE OBLIGEEES TO BE THE NEXT LOWEST AND BEST BIDDER TO PERFORM THE WORK COVERED BY THE BID; OR IN THE EVENT THE

OBLIGEEES DO NOT AWARD THE CONTRACT TO SUCH NEXT LOWEST AND BEST BIDDER AND RESUBMIT THE PROJECT FOR BIDDING, THE PRINCIPAL PAYS TO THE OBLIGEEES THE DIFFERENCE NOT TO EXCEED 10% OF THE PENAL SUM 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 OBLIGEEES ACCEPT THE BID OF THE PRINCIPAL AND THE PRINCIPAL WITHIN 10 DAYS AFTER THE AWARDING OF THE CONTRACT ENTERS INTO A PROPER CONTRACT AND EXECUTES THE CONTRACT FORM IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING WITHOUT LIMITATION THE BID, PLANS, SPECIFICATIONS, DETAILS AND BILLS OF MATERIAL, WHICH SAID CONTRACT IS MADE A PART OF THIS BOND THE SAME AS THOUGH SET FORTH HEREIN;

NOW ALSO, IF THE SAID PRINCIPAL SHALL WELL AND FAITHFULLY PERFORM EACH AND EVERY CONDITION OF SUCH CONTRACT; AND INDEMNIFY THE OBLIGEEES AGAINST ALL DAMAGE SUFFERED BY FAILURE TO PERFORM SUCH CONTRACT ACCORDING TO THE PROVISIONS THEREOF AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING WITHOUT LIMITATION THE PLANS, SPECIFICATIONS, DETAILS AND BILLS OF MATERIAL THEREFOR; AND SHALL PAY ALL LAWFUL CLAIMS OF SUBCONTRACTORS, MATERIAL SUPPLIERS, AND LABORERS FOR LABOR PERFORMED AND MATERIALS FURNISHED IN THE CARRYING FORWARD, PERFORMING, OR COMPLETING OF SAID CONTRACT; WE AGREEING AND ASSENTING THAT THIS UNDERTAKING SHALL BE FOR THE BENEFIT OF ANY SUBCONTRACTOR, MATERIAL SUPPLIER OR LABORER HAVING A JUST CLAIM, AS WELL AS FOR THE OBLIGEEES HEREIN; THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT; IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT THE LIABILITY OF THE SURETY FOR ANY AND ALL CLAIMS HEREUNDER SHALL IN NO EVENT EXCEED THE PENAL SUM OF THIS OBLIGATION AS HEREIN STATED.

THE SAID SURETY HEREBY STIPULATES AND AGREES THAT NO MODIFICATIONS, OMISSIONS, OR ADDITIONS IN OR TO THE TERMS OF THE SAID CONTRACT, THE WORK THEREUNDER OR THE CONTRACT DOCUMENTS, INCLUDING WITHOUT LIMITATION THE PLANS AND SPECIFICATIONS THEREFOR, SHALL IN ANY WAY AFFECT THE OBLIGATIONS OF SAID SURETY ON THIS BOND, AND THE SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH MODIFICATIONS, OMISSIONS OR ADDITIONS IN OR TO THE TERMS OF THE CONTRACT, THE WORK OR THE CONTRACT DOCUMENTS, INCLUDING WITHOUT LIMITATION THE PLANS AND SPECIFICATIONS.

SIGNED THIS _____ DAY OF _____, 20____.

PRINCIPAL

BY _____
(SIGNATURE)

TITLE _____

SURETY:

STREET

BY _____

ATTORNEY-IN-FACT

SURETY ADDRESS:

STREET

CITY

STATE ZIP

(_____) _____

TELEPHONE NUMBER

SURETY AGENT'S ADDRESS:

AGENCY NAME

STREET

CITY

STATE

ZIP

(_____) _____

TELEPHONE NUMBER

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