

CITY OF PACIFIC GROVE

**WET-DRY WEATHER STORM WATER CAPTURE & DIVERSION
PROJECT**

NOTICE TO CONTRACTORS:

Bid Opening Date: April 3, 2020 at 2:00 PM

ADDENDUM NO. 2

The following changes are hereby made to the project plans, specifications, and contract documents:

- (1) **Bidder's Bond:** Replace the Bidder's Bond provided in Addendum No. 1 with the attached Bidder's Bond.

Bidder shall sign, date, and include Addendum No. 1 in the bid proposal.

by: _____
Bidder

_____ Date

BIDDER'S BOND

For: City of Pacific Grove
Monterey, County, California

KNOW ALL MEN BY THESE PRESENTS,
THAT WE _____

AS PRINCIPAL, and

AS SURETY,

are held and firmly bound unto the City of Pacific Grove, hereinafter called the City, in the penal sum of TEN PER CENT (10%) of the TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said principal to the City of Pacific Grove, Monterey County, California, for the work described below, for the payment of which sum in lawful money of the United States, as well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of ten percent (10%) of the total amount of the bid.

THE CONDITION OF THIS OBLIGATION IS SUCH

that whereas the Principal has submitted the above-mentioned bid to the City of Pacific Grove for certain construction specifically described as follows, for which the bids are to be opened at City Hall, 300 Forest Avenue, Pacific Grove, California, 93950, for **WET-DRY WEATHER STORM WATER CAPTURE AND DIVERSION PROJECT, STATE WATER RESOURCES CONTROL BOARD GRANT AGREEMENT NO. D1712658**, Bid Opening April 3, 2020.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds with the City of Pacific Grove, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
_____ day of _____ A.D.

BY: _____

Principal