



ADDENDUM # 16
BID # FY 2017-2018-006
CITY OF HALLANDALE BEACH S.W. DRAINAGE
IMPROVEMENT PROJECT FEMA PROJECT NUMBER 1609-75-B

Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: www.cohb.org/solicitations.

Firm must provide this form signed by an authorized officer of your firm to acknowledge receipt of ADDENDUM # 16 and provide with your firm's response.

PLEASE NOTE: THIS IS AN ADDITIONAL ITEM THAT MUST BE SUBMITTED WITH THE FIRM'S RESPONSE. EXHIBIT G – PERFORMANCE AND MAINTENANCE BOND FOR CONSTRUCTION IN COUNTY RIGHTS-OF-WAY

The City of Hallandale Beach is releasing Exhibit G – Performance and Maintenance Bond for Construction in County Rights-of-Way for this Project. See report below. Exhibit-G was not part of the original Bid released for this Project.

PERFORMANCE AND MAINTENANCE BOND
FOR CONSTRUCTION IN COUNTY RIGHTS-OF-WAY

KNOW ALL BY THESE PRESENTS:

Bond No.: _____

That we, _____, as PRINCIPAL, and _____, as SURETY, are bound to BROWARD COUNTY, as the Obligee (hereafter "COUNTY"), a political subdivision of the State of Florida, in the full sum of _____ Dollars (\$ _____), for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives:

SEALED with our Seals, this _____ day of _____, 20__.

WHEREAS, PRINCIPAL entered into a contract with the City of _____ for the completion of a public works project consisting _____; and

WHEREAS, PRINCIPAL has applied to COUNTY for a permit, hereafter "Permit," to _____

_____ [insert detailed description of work], hereafter "Improvements," within certain streets, subdivisions, or other areas within Broward County, known and identified as: _____ [insert general location and approved plan Reference #] in accordance with the plans and specifications for said Improvements approved by the Broward County Highway Construction and Engineering Division; and

WHEREAS, approval of the Permit by the COUNTY is conditional upon the furnishing of adequate security to the COUNTY; and

WHEREAS, PRINCIPAL has agreed to furnish a good and sufficient bond, conditioned upon the proper installation of said Improvements in accordance with the Permit and aforesaid plans and specifications; NOW THEREFORE,

PRINCIPAL, SURETY, and COUNTY agree as follows:

A. CONDITIONS OF BOND:

The condition of this obligation is such that if the said PRINCIPAL, its successors, legal representative, or assigns, shall install the Improvements according to the Permit and approved plans and specifications, and other requirements established by the Broward County Highway Construction and Engineering Division, and do all incidental work in connection therewith, including the restoration, reconstruction, and repair of all street paving, shoulders, drainage swales, etc., overlying or adjacent to said Improvements; and if all required fees have been paid to COUNTY and all provisions of

specifications, standards, and other regulations currently in effect have been complied with; then this Bond shall remain in full force and effect for at least one (1) year after the installation of the Improvements has been accepted by the Broward County Highway Construction and Engineering Division. PRINCIPAL shall contact COUNTY for an inspection of the work not more than thirty (30) days prior to one (1) year after acceptance by COUNTY. If such inspection discloses no deficiencies in the installation of the Improvements or damage resulting therefrom, then this Bond shall be released; otherwise, this Bond shall remain in full force and effect.

B. DEFAULT:

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refuses to complete the obligations required by the Permit and this Bond, the COUNTY has the right to:

- (1) demand that the SURETY promptly remedy the default; or
- (2) demand payment by the SURETY of the amount due to COUNTY, up to the face amount of this Bond, by letter signed by the County Administrator, or a designee, stating that the PRINCIPAL has defaulted on PRINCIPAL's obligations as set forth in the Permit and this Bond, which obligations were a condition of Permit approval; or
- (3) institute an immediate suit against SURETY to recover the full amount of this Bond for the purpose of completing the obligations set forth herein.

Any notice to COUNTY that this Bond will expire prior to performance of PRINCIPAL's obligations shall be deemed a default.

PRINCIPAL AND SURETY jointly and severally understand that failure to complete the obligations required by the Permit and this Bond, in accordance with any time periods set forth therein, or at the latest, to commence or recommence completion of the obligations within thirty (30) days after written notice by the County Administrator, or a designee, to PRINCIPAL and SURETY to do so, shall be deemed to be a failure and refusal to complete such obligations.

PRINCIPAL and SURETY also understand that in the event COUNTY elects to institute suit against SURETY, and the funds recovered thereby prove insufficient to complete the obligations required by the Permit and this Bond, the PRINCIPAL shall be liable hereunder to pay to COUNTY any sums required to complete the obligations hereunder, including, but not limited to, legal and contingent costs, together with any damages, direct or consequential, which COUNTY may sustain because of PRINCIPAL's failure to comply with all of the requirements hereof.

C. NOTICE:

Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as respective places for giving notice:

TO BROWARD COUNTY:

Director, Broward County Highway Construction
and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

TO PRINCIPAL:

TO SURETY:

D. BOND TO REMAIN IN FULL FORCE AND EFFECT:

This Bond shall be kept in full force and effect by the PRINCIPAL at all times, including the warranty/maintenance period, as provided herein. In the event of any material change, cancellation, expiration, or non-payment of premiums, SURETY shall notify COUNTY as set forth in section C. above, at least thirty (30) days prior to the effective date of the change, cancellation, or expiration of said Bond.

IN WITNESS WHEREOF, the PRINCIPAL has caused this Bond to be executed by _____, duly authorized to do so, and the SURETY has caused this Bond to be executed in its name by its Attorney-in-Fact duly authorized to do so, and its corporate seal to be affixed, on the _____ day of _____, 20____.

PRINCIPAL

ATTEST:

Secretary

(Print/Type Name)

(Corporate Seal)

[Name of Principal]

By _____
(Signature and Title)

(Type Name and Title Signed Above)

SURETY

IN THE PRESENCE OF:

Witness Signature

(Print Name)

Witness Signature

(Print Name)

[Name of Surety]

By _____
Agent and Attorney-in-Fact

(Type Name and Title)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

Bond No.: _____

7/27/16
Performance&MaintenanceBond-BCMinStds-CityProject_v3Final-2016-0727

PERFORMANCE AND MAINTENANCE BOND
FOR CONSTRUCTION IN COUNTY RIGHTS-OF-WAY

Bond completion Guidelines

PAGE 1

Line 1 – Name of Contractor

Line 2 – Name of security bonding company

Lines 4 & 5 – Bond amount listed in extended form (i.e. fifty five)

Line 6 – Bond sum listed in numeric form

Line 10 – Day, Month & Year - should match the Signed & Sealed date found on page #4

Line 12 – Insert City name

Lines 13 & 14 – General description of city project

Lines 17-19 – Detailed description of permitted work (include footage)

Lines 21 & 22 – Job address & approved plan Reference # (for work described in lines 17-19)

PAGE 3

- PRINCIPAL: Contractor's Name & Address
- SURETY: Security Bond Co. Name & Address

PAGE 4

Line 2 – Insert title of person executing o/b/o Principal

Lines 4 & 5 – Insert date

Principal Signature block--

- Insert name of Principal from first page
- Signature line is for the Pres/VP/CEO of Principal – check w/SUNBIZ.org – authorized to sign on behalf of Principal
- Secretary must attest, seal with Corporate Seal

Surety Signature block--

- Insert name of Surety from first page
- Name of Agent & Title section must be completed in full by the bonding agency
- Bond No. below bonding agency name; should also be listed on top first page of bond as well.
- Surety Bond must also accompany an Original (not a copy) of a signed raised sealed "Power of Attorney" form.

ADDENDUM # 16

PLEASE NOTE RECEIPT OF ADDENDUM # 16 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 16:

Company:	
Name:	
Title:	
Signature:	
Date:	

Sincerely,



Andrea Lues, Director, Procurement Department