

GREENWOOD CPW  
REQUEST FOR PROPOSAL  
2009 ELEVATED TANKS MAINTENANCE

**ADDENDUM #2**

ADDITION OF SECTION 9 – PERFORMANCE BOND AND  
PAYMENT BOND REQUIREMENTS

July 10, 2009

9.0 **PERFORMANCE BOND AND PAYMENT BOND:**

- 9.1 Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The contractor shall obtain a Performance Bond and a Payment Bond, acceptable to the owner in a surety company authorized to do business in the state in which the project is constructed, each for the full amount of the contract Sum. The bonds shall guarantee the contractor's faithful performance of the contract and the payment of all obligations arising thereunder. The bonds shall remain in force until:
- 9.1.1 The project has been completed and accepted by the owner.
  - 9.1.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or
  - 9.1.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.
- 9.2 The contractor shall pay all charges in connection with the bonds as a part of the contract. One executed copy of the bonds shall be attached to each copy of the contract before they are returned to the engineer for the owner's signature.

9.3 If the contractor defaults, the contractor or his Surety shall reimburse the owner for any additional engineering fees for additional services made necessary because of the contractor's default.

9.4 **ADDITIONAL OR SUBSTITUTE BOND:**

9.4.1 If at any time the owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the contractor shall within five (5) days after notice from the owner to do so, substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the owner. The premiums on such bond(s) shall be paid by the contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond(s) to the owner.

9.5 **CHANGES NOT TO AFFECT BONDS:**

9.5.1 It is distinctly agreed and understood that any changes made in the work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the owner to the contractor, or any other modifications of the contract, shall in no way annul, release, diminish or affect the liability of the Surety on the contract bonds given by the contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.